

**NOTE AND LOAN MODIFICATION AGREEMENT
["MODIFICATION AGREEMENT"]**

This Agreement is made and entered into effective October 16, 2003, by and between **MILLER LAND DEVELOPMENT CO., LLC.**, An Indiana limited liability company, ("Borrower"), **ROBERT S. HARRIS and GEORGETTE HARRIS**, (collectively "Lender"), **SPEROS A. BATISTATOS and SANDRA F. BATISTATOS**, (the "Guarantors").

RECITALS:

A. Lender has made a loan (the "Loan") to Borrower; the Loan is evidenced by that certain Promissory Note (the "Note") dated May 15, 2003, in the original principal stated amount of \$70,000.00 (the "Note").

B. In connection with, and to further secure the Loan, the Guarantors executed their certain Unconditional Guaranty of Payment and Performance (the "Guaranty") dated May 15, 2003, the indebtedness secured by the Guaranty included among other things any renewal, extension or modification of the indebtedness evidenced by the Note.

C. In connection with, and to induce, evidence and/or further secure the Loan, Borrower executed a Real Estate Mortgage ("Mortgage") dated May 15, 2003, recorded May 20, 2003 as Document No. 2003-50989, granting to the Lender a first lien security interest in the real estate described on Exhibit "A" attached hereto and by this reference incorporated herein.

D. The Note, the Guaranty and the Mortgage are sometimes collectively referred to herein as the Loan Instruments.

E. Borrower, joined by Guarantors, have requested that the Loan be modified as hereinafter set forth.

F. Lender is agreeable to the above request of Borrower and Guarantors, on the terms and conditions hereinafter set forth.

WITNESSETH:

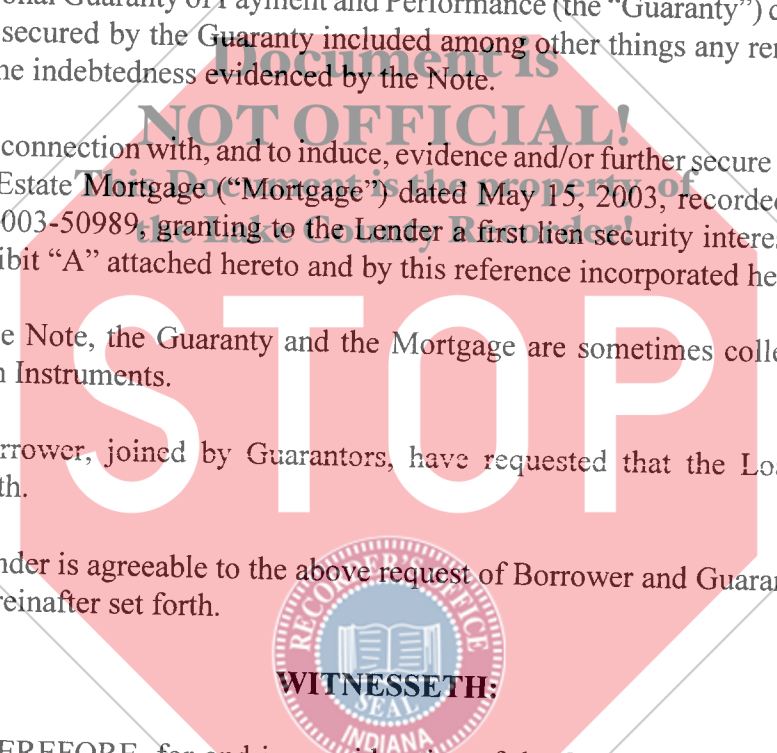
NOW, THEREFORE, for and in consideration of the foregoing Recitals (which form an integral part of this Agreement) and other good and valuable consideration, the receipt and adequacy of such being stipulated by each party hereto to the other, Lender, Borrower and Guarantors agree as follows:

COMMUNITY TITLE COMPANY
FILE NO. S-4391

185G
OLU

2004 FEB 19 10 09 AM

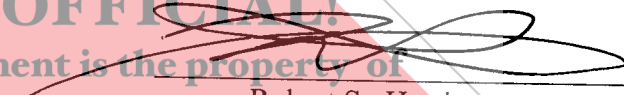
STATE OF INDIANA
DEPT. OF REVENUE
FILED FOR RECORDING
2004 FEB 19 10 09 AM
MORTGAGE RECORDS

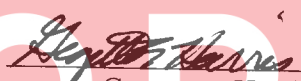


- (1) Effective November 7, 2003, the principal amount of the Loan evidenced by the Note is increased from \$70,000.00 to \$100,000.00. Interest on the additional \$30,000.00 advancement shall begin to accrue November 7, 2003.
- (2) The Loan Instruments shall be deemed amended so that each reference to the Note shall be deemed to include the Note as herein modified. Except as modified by this Modification Agreement, the Loan Instruments shall continue in full force and effect in accordance with their terms.
- (3) The Guarantors acknowledge the continuing validity of the Guaranty guaranteeing the indebtedness secured by the Guaranty, including but not limited to the indebtedness evidenced by the Note, as modified herein.
- (4) Borrower shall pay all costs and expenses of Lender with respect to this modification to include the expense of a special information search by Community Title Company and all recording fees.
- (5) This Agreement shall be construed in accordance with the laws of the State of Indiana.


EXECUTED to be effective as of the 16th day of October, 2003.

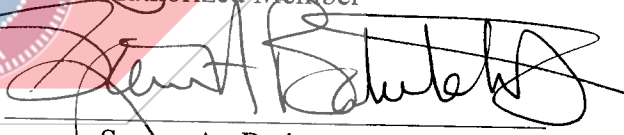
Document is NOT OFFICIAL!
 This Document is the property of the Lake County Recorder.


LENDER: 
 Robert S. Harris


 Georgette Harris

BORROWER: MILLER LAND DEVELOPMENT CO, LLC.

By: 
 Speros A. Batistatos,
 Authorized Member

GUARANTORS: 
 Speros A. Batistatos


 Sandra F. Batistatos



STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public, in and for said County and State, this 26th day of ~~October~~ ^{Jan.}, 2004, personally appeared Robert S. Harris and Georgette Harris and acknowledged the execution of the foregoing Modification Agreement as their free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Carol McClure

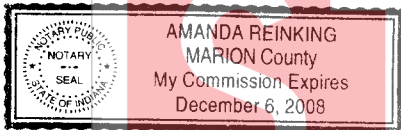
Notary Public
Printed Name: CAROL McCLURE
County of Residence: PORTER

My Commission Expires:
11-3-2010

STATE OF INDIANA)
) SS:
COUNTY OF Salto)

Before me, a Notary Public, in and for said County and State, this 25th day of ~~October~~ ^{NOVEMBER}, 2003, personally appeared Speros A. Batistatos, Authorized Member of Miller Land Development Co., LLC., and acknowledged the execution of the foregoing Modification Agreement for and on behalf of such limited liability company.

WITNESS my hand and Notarial Seal.



My Commission Expires:
12-6-08

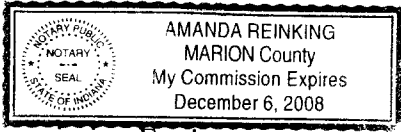
Amanda Reinking
Notary Public
Printed Name: Amanda Reinking
County of Residence: Marion

STATE OF INDIANA)
) SS:
COUNTY OF Salto)

Before me, a Notary Public, in and for said County and State, this 25th day of ~~October~~ ^{NOVEMBER}, 2003, personally appeared Speros A. Batistatos and Sandra F. Batistatos and acknowledged the execution of the foregoing Modification Agreement as their free and voluntary act and deed.



WITNESS my hand and Notarial Seal.



My Commission Expires:
12/6/08

Amanda Reinking
Notary Public
Printed Name: Amanda Reinking
County of Residence: Maury

THIS INSTRUMENT PREPARED BY:



O. Jerrold Winski
Attorney at Law
601 Franklin Street, Suite 200
Michigan City, Indiana 46360
Tel. (219) 874-4276

EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTH 42 FEET OF A CERTAIN PIECE OR PARCEL OF LAND LYING IN THE NORTH HALF OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 710 FEET NORTHERLY FROM THE SOUTHWEST CORNER OF ALBERT CARR'S 2 ACRE LOT, SAID POINT BEING ON A LINE FROM SAID CORNER AT RIGHT ANGLES WITH THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION 6; THENCE NORTHERLY ON SAID LINE 50 FEET; THENCE EASTERLY AT RIGHT ANGLES WITH SAID LAST DESCRIBED LINE 150 FEET; THENCE SOUTHERLY AT RIGHT ANGLES WITH SAID LAST DESCRIBED LINE 50 FEET; THENCE WESTERLY 150 FEET TO THE POINT OF BEGINNING, IN THE CITY OF GARY, LAKE COUNTY, INDIANA.

