

Mortgagor's Name And Address

TKM ENTERPRISES, L.L.C. 7416 W. 15TH AVENUE GARY, IN 46402

("Mortgagor" whether one or more)

BANK CALUMET NATIONAL ASSOCIATION

f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320

("Mortgagee")

Return to:

BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320

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MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 23rd day of December, 2002, recorded the 31st day of December, 2002, in the Office of the Recorder of **Lake** County, Indiana, as Document No. **2002 121083**(herein the "Mortgage"), is hereby amended as follows:

- 1. Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 1.03 of the Mortgage in the original principal amount of \$100,000.00 and dated the 23rd day of December, 2002, and modified on the 23rd day of August, 2003 and recorded as document #2003 108720 on the 9th day of October, 2003 (herein the "Note") has been modified as follows:
 - 1.01. Replacement. The Note has been replaced by Mortgagor's promissory note dated 8th day of April, 2004 in the original principal amount of \$350,000.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
- 1. Miscellaneous. The Mortgagor further agrees as follows: Coorder!
 - A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 8th day of April, 2004.

TKM ENTERPRISES, L.L.C.

Robert Migliorini, Menber

'Mortgagor"

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Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 8th day of April, 2004.

Bank Calumet National Association

Its: Vice President

STATE OF INDIANA

LAKE COUNTY

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Robert Migliorini, the Member of TKM, Enterprises, L.L.C., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of TKM, Enterprises, L.L.C., this 8th day of April, 2004.

This Document is

Sophie Zdraveski, Notary Public,

Residing in Lake County, Indiana

My Commission Expires: March 5, 2004

This instrument was prepared by: J. Daniel Shelby, Vice President