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ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT is made as of the 23rd day of October, 2003 between 1151 SUMMIT, LLC, an Indiana limited liability company (herein "Borrower"), MERCANTILE NATIONAL BANK OF INDIANA, whose address is 5243 Hohman Avenue, Hammond, IN 46320 (herein "Lender") and GOUGH CONSTRUCTION CO. INC., an Indiana corporation.

WHEREAS, Borrower has agreed to assume the indebtedness of GOUGH CONSTRUCTION CO., INC. a/k/a GOUGH CONSTRUCTION COMPANY, INC. a/k/a GOUGH CONSTRUCTION, INC., an Indiana Corporation, to Lender on a Non-course Secured Fixed Rate Note in the original principal amount of One Million One Hundred Forty Thousand Dollars (\$1,140,000) dated April 19, 2002 (herein "Note"), executed by Roberta Gough, President, Gough Construction Co., Inc., and

WHEREAS, Gough Construction Co., Inc. granted to Lender a security interest in and to the real estate legally described in Exhibit "A" attached hereto and made a part hereof (herein "Property") to secure the obligations of Gough Construction Co., Inc. pursuant to the Note, which security interest was evidenced by a Mortgage containing an Assignment of Rents and Security Agreement dated of even date with the Note (herein "Mortgage"). The Mortgage was recorded on May 24, 2002 as Document Number 2002-048318 in the Office of the Recorder of Lake County, Indiana, and

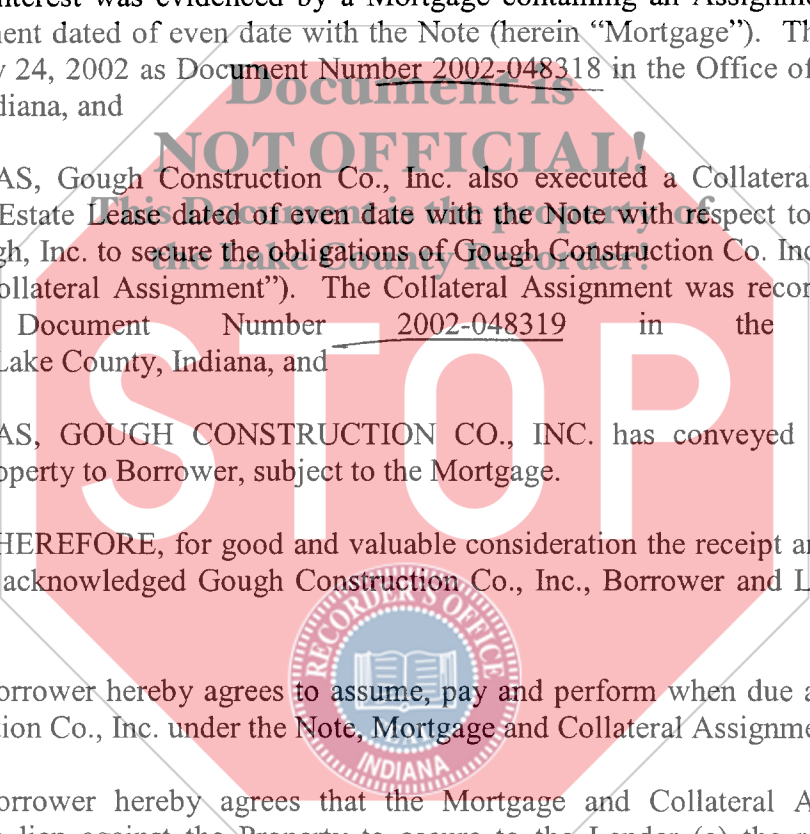
WHEREAS, Gough Construction Co., Inc. also executed a Collateral Assignment of Interest in Real Estate Lease dated of even date with the Note with respect to the Lease of the Property to Gough, Inc. to secure the obligations of Gough Construction Co. Inc. pursuant to the Note (herein "Collateral Assignment"). The Collateral Assignment was recorded on May 24, 2002 as Document Number 2002-048319 in the Office of the Recorder of Lake County, Indiana, and

WHEREAS, GOUGH CONSTRUCTION CO., INC. has conveyed by its Deed its interest in the Property to Borrower, subject to the Mortgage.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged Gough Construction Co., Inc., Borrower and Lender do hereby agree as follows:

1. Borrower hereby agrees to assume, pay and perform when due all obligations of Gough Construction Co., Inc. under the Note, Mortgage and Collateral Assignment.
2. Borrower hereby agrees that the Mortgage and Collateral Assignment shall continue to be a lien against the Property to secure to the Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by Lender to Gough Construction Co., Inc. (prior to the date of this Mortgage Assumption Agreement) and to Borrower (after the date of this Mortgage Assumption Agreement); (c) the payment of all other sums, with interest thereon, advanced in accordance therewith to protect the

Chicago Title Insurance Company



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LAKE COUNTY
STATE OF INDIANA

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AK
10/23/03

security of the Mortgage; (d) the performance of the covenants and agreements of Gough Construction Co., Inc. and now Borrower contained in the Note, Mortgage and Collateral Assignment; and (e) all other liabilities of the Borrower in favor of the Lender, direct or indirect, absolute or contingent, primary or secondary, matured or unmatured, whether or not related to or of the same class as any specific debt secured hereby, now existing or hereafter arising.

3. The Mortgage and Collateral Assignment cover the following described property in Lake County, State of Indiana, to wit:

Lot 1, Center Industrial Park, an Addition to the City of Crown Point, as per plat thereof recorded in Plat Book 53 page 55, in the Office of the Recorder of Lake County, Indiana.

together with all other improvements to the real estate described in the Mortgage.

IN WITNESS WHEREOF, Gough Construction Co., Inc., Borrower and Lender have all caused this Assumption Agreement to be executed by their duly authorized representatives.

"Borrower"

1151 SUMMIT, LLC

Roberta Gough
By: Roberta Gough
Its: Manager and Sole Member

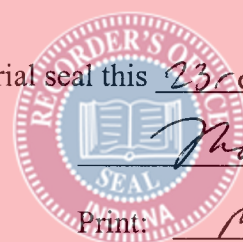
**Documented
NOT OFFICIAL!**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

**This Document is the property of
the Lake County Recorder!**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roberta Gough personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said Assumption Agreement with full authority to do so as her free and voluntary act on behalf of 1151 Summit, LLC for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of Oct., 2003.




Mark S. Lucas
Notary Public
Print: Mark S. Lucas

Commission Expires: 8/24/09

County of Residence: Lake

“Lender”


MERCANTILE NATIONAL BANK OF INDIANA

By: 
Its: J. Michael Baird
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. Michael Baird personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, and delivered the said Assumption Agreement with full authority to do so as his free and voluntary act on behalf of Mercantile National Bank of Indiana, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of October, 2003.


Notary Public
Print: LAURA M. TRZNADEL

Commission Expires: 5/15/08 County of Residence: Lake



GOUGH CONSTRUCTION CO., INC.

By: Roberta Gough
Its: President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roberta Gough personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that she signed, and delivered the said Assumption Agreement for and on behalf of Gough

Construction Co., Inc. with full power and authority to do so as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of Oct., 2003.

Mark S. Lucas
Notary Public

Print: Mark S. Lucas

Commission Expires: 8/24/09

County of Residence: Lake

This Instrument Prepared By:
Patrick J. Galvin (#7040-45)
Krieg DeVault Galvin LLP
5231 Hohman Avenue, Suite 717
Hammond, IN 46320

IM-69622_1.DOC



EXHIBIT A

Lot 1, Center Industrial Park, an Addition to the City of Crown Point,
as per plat thereof recorded in Plat Book 53 page 55, in the Office of the
Recorder of Lake County, Indiana.

IM-69622_1.DOC

