

STATE OF WISCONSIN
LAKE COUNTY
FILED FOR RECORD

2005 FEB -2 PM 1:33

MICHAEL A. BROWN
RECORDER

UCC FINANCING STATEMENT AMENDMENT 2005 000084

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) STACY KERNZ (920) 405-2862
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ASSOCIATED BANK, N.A. LOAN #8656088-9001 P.O. BOX 19097 MS# 7077 GREEN BAY, WI 54307-9097 <i>see attachments</i>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2004 001190 (ORIGINAL FILING DTD 12/15/04)	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
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2 TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3 CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4 ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. TAX ID #: SSN OR EIN * NOT REQUIRED IN WISCONSIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
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8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire stated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
(LAKE CO, IN) MORTON PROPERTY GROUP, L.L.C.

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LAME COUNTY
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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

2005 000084

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11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
2004 001190 (ORIGINAL FILING DTD 12/15/04)		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
ASSOCIATED BANK, N.A.		
OR	12b. INDIVIDUAL'S LAST NAME	
	FIRST NAME	MIDDLE NAME, SUFFIX

13. Use this space for additional information

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DEBTOR: MORTON PROPERTY GROUP, L.L.C.

SEE ATTACHED EXHIBIT A AND EXHIBIT B

5. Debtors' right, title and interest in the rents, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts and other agreements made or agreed to by any person or entity (including without limitation Debtors and Secured Party under the powers granted by the Security Agreement and the other Loan Documents executed by Debtor in favor of Secured Party) with any person or entity pertaining to all or any part of the Mortgaged Premises, whether such agreements have been heretofore or are hereafter made;

6. Debtors' right, title and interest in all deposit accounts, earnest money deposits, proceeds of contract sales, accounts receivable, payment intangible and general intangibles relating to the Mortgaged Premises;

7. All of Debtor's right, title and interest in and to rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Mortgaged Premises or described in the Mortgage or in the Security Agreement executed in favor of Secured Party in connection herewith, the use or occupancy thereof, or the business conducted thereon;

8. All of Debtor's right, title and interest in and to all awards or payments, including interest thereon, that may be made with respect to the Mortgaged Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Mortgaged Premises;

9. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

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2004 DEC 15 AM 9:23
MORRIS W. CARTER
RECORDER

EXHIBIT B
LEGAL DESCRIPTION

Parcel 1:

Part of the fractional Southeast Quarter of Section 13, Township 36 North, Range 10 West of the Second Principal Meridian, described as: Commencing at a point 40 feet West of the East line of said Section and 610.24 feet North of the South line thereof; thence West parallel to the South line of said Section, 135 feet; thence North parallel to the East line of said Section, 210.24 feet; thence East parallel to the South line of said Section, 135 feet to a point 40 feet West of the East line of said Section; thence South 210.24 feet to the point of beginning, in the Town of Munster, Lake County, Indiana.

Parcel 2:

A non-exclusive perpetual easement for pedestrian and motor vehicle ingress and egress created in the Reciprocal Cross Access Easement entered into by and between Clocktower LLC, and Morton Property Group, L.L.C., dated April 14, 2004, and recorded June 29, 2004, as Document No. 2004 055101, in the Recorder's Office of Lake County, Indiana, over the "Access Drives", as defined in said document, lying in the following described land:

Part of the Southeast Fractional Quarter of Section 13, Township 36 North, Range 10 West of the Second Principal Meridian, described as commencing at a point 40 feet West of the East line of said Section, and 460.24 feet North of the South line thereof; thence West parallel to the South line of said Section 135 feet; thence North parallel to the East line of said Section 150 feet; thence East parallel to the South line of said Section 135 feet to a point 40 feet West of the East line of said Section; thence South 150 feet to the Place of Beginning, in the Town of Munster, Lake County, Indiana.

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