

<p>Mortgagor's Name And Address</p> <p>CAPTIVA DEVELOPMENT, CORP. 1313 WHITE HAWK DRIVE CROWN POINT, IN 46307</p> <p>("Mortgagor" whether one or more)</p>	<p>BANK CALUMET NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p>Return to:</p> <p>BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>2006 0022 997</p>
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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 31st day of August, 2004 recorded the 2nd day of September, 2004 in the Office of the Recorder of Lake County, Indiana, as Document No. ~~2004-0750419~~ (herein the "Mortgage"), is hereby amended as follows: **2004075119**

1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of **\$6,396,000.00** and dated the **31st day of August, 2004** has been modified as follows:

1.01. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated **December 14, 2004** in the original principal amount of **\$7,672,000.00** (the "Replacement Note").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.

2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Hawk Development Corp. dated the 21st day of December, 2005 in the original principal amount of **\$172,500.00**, which note matures on Demand, together with all advances made from time to time there under, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Miscellaneous.** The Mortgagor further agrees as follows:

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.

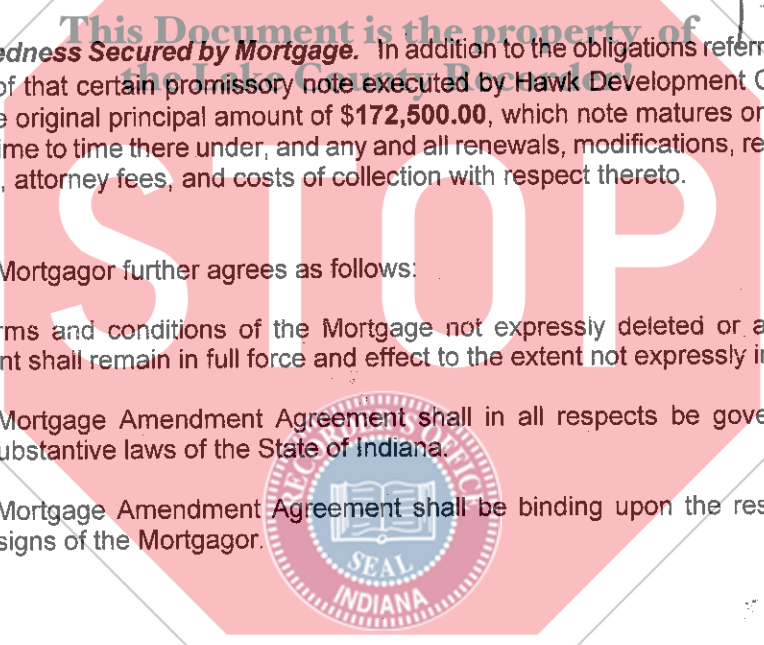
C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

MORTGAGE MODIFICATION AGREEMENT BEING RE-RECORDED TO CORRECT DOCUMENT NO. TO 2004075119

300
17-70362
B

2006 MAR 15 AM 8:32
 MICHAEL A. EICHTEN
 RECORDER OF DEEDS
 LAKE COUNTY, INDIANA

2006 MAR 15 AM 9:00
 MICHAEL A. EICHTEN
 RECORDER OF DEEDS
 LAKE COUNTY, INDIANA



EXECUTED and delivered in Lake County, Indiana this 21st day of December, 2005.

CAPTIVA DEVELOPMENT, CORP.

By: [Signature]
James W. Hawk, President

"Mortgagor"

Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 21st day of December, 2005.

Bank Calumet National Association

By: [Signature]
Lisa J. Anderson

Its: Vice President

STATE OF INDIANA)
LAKE COUNTY)SS:

Document is NOT OFFICIAL!
ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared James W. Hawk, the President of Captiva Development, Corp., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of Captiva Development, Corp., this 21st day of December, 2005.

[Signature]
Sophie Zdraveski, Notary Public,
Residing in Lake, County, Indiana

My Commission Expires:
March 5, 2008



Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Lisa J. Anderson

Signature of Declarant

LISA J. Anderson

Printed Name of Declarant