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MICHAEL A. BROWN  
RECORDER

**MODIFICATION AGREEMENT**

This Agreement made this **22** day of **FEBRUARY, 2006** between Peoples Bank SB (Hereinafter the Bank) and **MIDWEST INVESTMENT CORPORATION**, (Hereinafter the Borrower) Witnessed:

1. The Borrower executed a certain promissory note dated **July 7, 2000** whereby the Borrower promised to pay the Bank the sum of **THREE HUNDRED AND FIFTY THOUSAND AND NO/100 Dollars (\$350,000.00)**.

2. The aforesaid note of the Borrower is secured by a mortgage recorded on **July 12, 2000** as Document Number **2000 049311** in the Recorder's Office of **Lake County, Indiana** upon the following described real estate:

**Parcel 1: Lot 30 and the North 9 feet of Lot 29 in block 1 in Towle's Second Addition to Hammond, as per plat thereof, recorded in plat book 1 page 102, in the Office of the Recorder of Lake County, Indiana.**

**Parcel 2: Lot 28 and the South 16 feet of Lot 29 in block 1 in Towle's Second Addition to Hammond, as per plat thereof, recorded in plat book 1 page 102, in the Office of the Recorder of Lake County, Indiana.**

**Parcel 3: Lots 26 and 27 in block 1 in Towle's Second Addition to Hammond, as per plat thereof, recorded in plat book 1 page 102, in the Office of the Recorder of Lake County, Indiana.**

Commonly known as **4401-03/4407/4409-11 Sheffield; Hammond IN 46327**

3. Borrower represents to the Bank that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by the Bank, and that the lien of the aforesaid mortgage held by the Bank is a valid, first, and subsisting lien on said property.

4. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lien of the aforesaid mortgage held by the Bank is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by the Bank and further upon the express understanding that breach of either condition shall void this Agreement, the parties hereby agree to the following terms:

a. That the above stated mortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage and note are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of **THREE HUNDRED AND FOURTEEN THOUSAND, SIX HUNDRED AND SEVEN AND 46/100 Dollars (\$314,607.46)** on said note which shall bear interest rate of **7% per annum** from **March 1, 2006** until **March 1, 2011**. The interest rate may change on **March 1, 2011** and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Borrower in consecutive installments of **THREE THOUSAND, EIGHT HUNDRED AND NINE AND 66/100 Dollars (\$3,809.66)** subject to interest rate changes, beginning on **April 1, 2006** and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due, if not sooner paid, shall be due and payable on **August 1, 2015**.

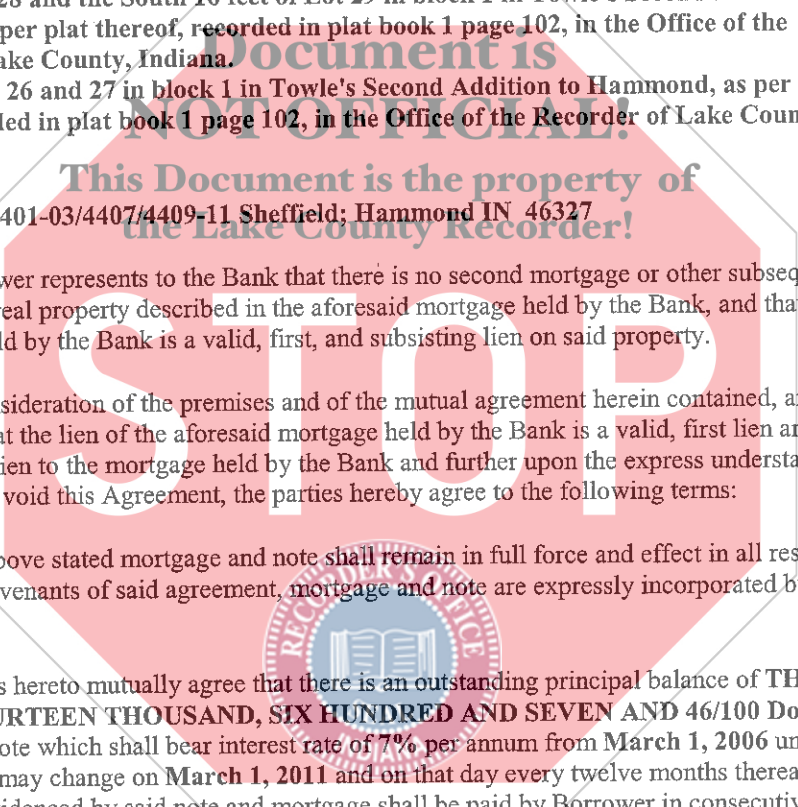
c. Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Bill adjusted to a constant maturity of one year as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

d. Before each Change Date, the Note holder will calculate the new interest rate by adding **3.000%** to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date

Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal which you are expected to owe at the Change Date in full on **August 1, 2015** at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

e. The new interest rate will become effective on each Change Date. You will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

f. The maximum yearly interest rate that will be charged is **13.00%**.



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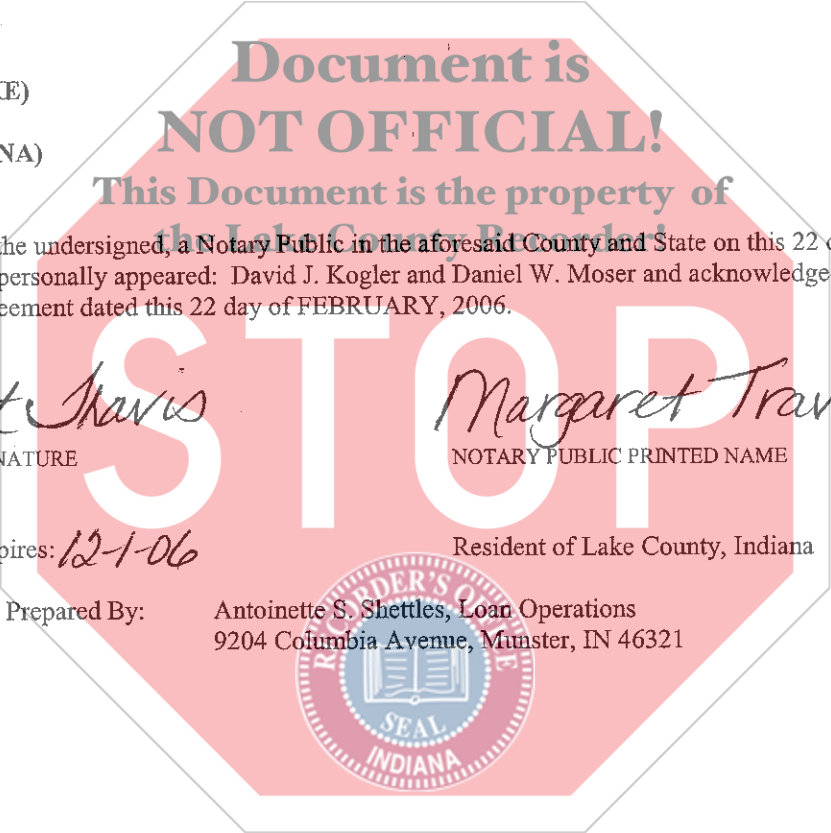
- g. The minimum yearly interest rate that will be charged is 6.00%.
- h. Interest rate adjustments will not exceed 2.00% per change period.

IN WITNESS WHEREOF, The parties have set their hands and seals hereto.

*David J. Kogler*  
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 David J. Kogler, President

PEOPLES BANK, SB  
 BY:  
*Daniel W. Moser*  
 \_\_\_\_\_  
 Daniel W. Moser, Sr. Vice President, Development & Construction Lending

COUNTY OF LAKE)  
 STATE OF INDIANA)



Before me the undersigned, a Notary Public in the aforesaid County and State on this 22 day of FEBRUARY, 2006 personally appeared: David J. Kogler and Daniel W. Moser and acknowledged the execution of the modification agreement dated this 22 day of FEBRUARY, 2006.

*Margaret Travis*  
 NOTARY PUBLIC SIGNATURE

*Margaret Travis*  
 NOTARY PUBLIC PRINTED NAME

My Commission Expires: 12-1-06

Resident of Lake County, Indiana

This Instrument was Prepared By: Antoinette S. Shettles, Loan Operations  
 9204 Columbia Avenue, Munster, IN 46321

Prescribed by the  
State Board of Accounts  
(2005)

County form 170

Declaration

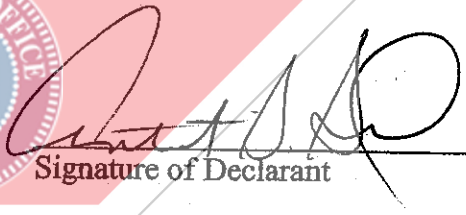
This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

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 number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

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



  
Signature of Declarant

Antoinette S. Shettles  
Printed Name of Declarant