

8000391918-

THIS AMENDMENT TO MORTGAGE IS BEING RE-RECORDED TO UPDATE AND REVISE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

AMENDMENT TO MORTGAGE

("Amendment")

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PAUL HEMMER DEVELOPMENT COMPANY IV, LLC, a Kentucky limited liability company, of 250 Grandview Drive, Suite 400, Ft. Mitchell, Kentucky 41017 (herein "Borrower") and **THE HUNTINGTON NATIONAL BANK**, a national association, whose address is 105 E. 4th Street, Suite 200A, Cincinnati, Ohio 45202 (herein "Lender"), hereby agree as follows:

2006 OCT 17 9 57 AM '06

WHEREAS, Borrower executed and delivered to Lender an Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated January 18, 2006, and recorded as Instrument Number 2006023877 in the office of the Lake County Recorder at Lake County, Indiana (hereinafter "Mortgage");

WHEREAS, the Mortgage secured certain obligations of Borrower including Borrower's Promissory Note dated January 18, 2006, in the face amount of **THREE MILLION EIGHT HUNDRED SEVENTY THOUSAND DOLLARS (\$3,870,000.00)** (hereinafter "Note"); and

WHEREAS, Borrower and Lender desire to amend a provision of the Mortgage due to the execution of a Loan Assumption and Modification Agreement without Release of Original Borrower dated of even date herewith by and between Borrower and St. John Land, LLC, an Indiana limited liability company;

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
2006 OCT 17 9 57 AM '06

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As of the date of this Amendment and hereafter, section 17 of the Mortgage shall be modified to read as follows:

17. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTEREST IN BORROWER; ASSUMPTION.

On sale, encumbrance or transfer of all or any part of the Property, or any interest therein, or of any beneficial interest in Borrower, if Borrower is an unnatural person, without Lender's prior written consent, Lender may at Lender's option declare all of the sums secured by this Instrument to be immediately due and payable, and Lender may invoke any remedies provided herein. This option shall not apply in case of: (a) transfers or dispositions pursuant to replacement or repair in accordance herewith of fixtures and equipment; (b) transfers or dispositions pursuant to the laws of testate or intestate succession provided the lien of this Instrument is not affected thereby; (c) leases permitted hereunder; or (d) the transfer of all or any part of the Property from Borrower to St. John Land, LLC or any interest therein, or the assignment of any or all membership interests of Borrower from Borrower to The Huntington Real Estate Investment Company (herein "Mezzanine Lender") as security for a loan from Mezzanine Lender to Borrower.

TICOR/TITLE INSURANCE
Company
Crown Point, Indiana

Chicago Title Insurance Company

2007 016296

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LP
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CA

Return Attached

Ticor Title recorded this document in an accommodation. Ticor did not examine the document or the title of the real estate.

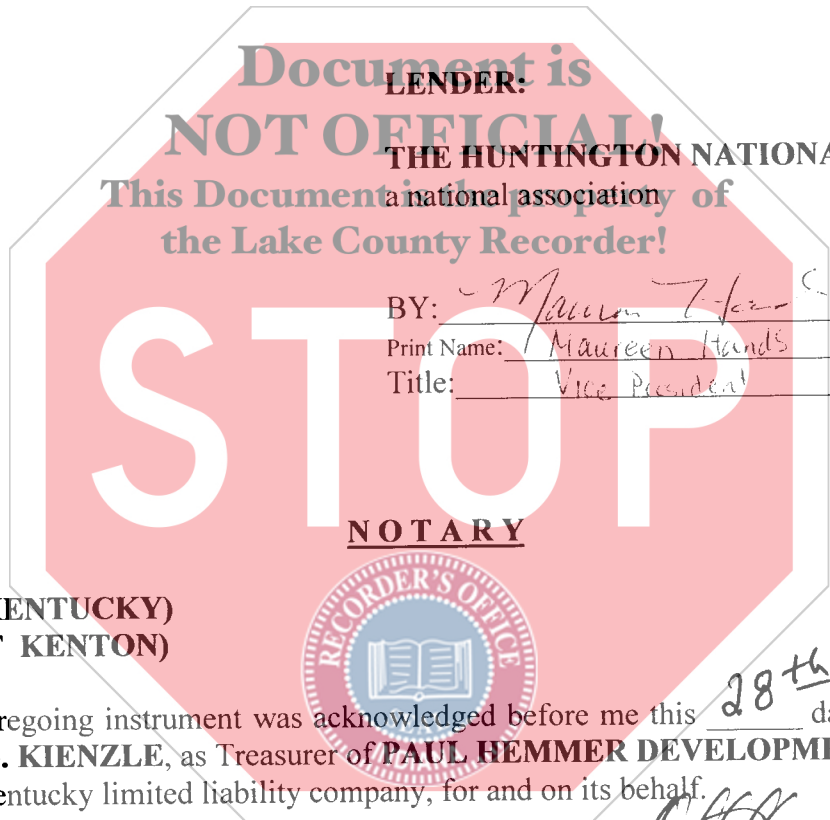
2. Except as herein modified, all of the terms and conditions of the Mortgage shall remain in full force and effect and the Mortgage is hereby ratified and confirmed as an obligation of Borrower. Nothing contained herein shall affect or impair any rights, remedies or powers Borrower may have under the Note, the Mortgage, or any other document securing the Note. The execution and delivery of this Amendment shall not constitute a novation or release of the Mortgage.

Executed as of this 28th day of April, 2006.

BORROWER:

**PAUL HEMMER DEVELOPMENT
COMPANY IV, LLC,**
a Kentucky limited liability company

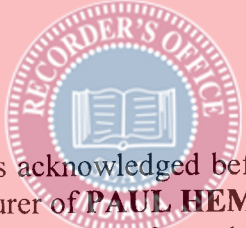
BY: *Barry G. Kienzle*
BARRY G. KIENZLE, Treasurer



LENDER:
THE HUNTINGTON NATIONAL BANK,
a national association of

BY: *Maureen Hands*
Print Name: Maureen Hands
Title: Vice President

NOTARY



**STATE OF KENTUCKY)
COUNTY OF KENTON)**

The foregoing instrument was acknowledged before me this 28th day of April, 2006, by **BARRY G. KIENZLE**, as Treasurer of **PAUL HEMMER DEVELOPMENT COMPANY IV, LLC**, a Kentucky limited liability company, for and on its behalf.

SIGN: *Donald M. Hemmer*
Print Name: _____

My Comm. Expires: _____

NOTARY PUBLIC
DONALD M. HEMMER
Notary Public, State at Large, Kentucky
My Commission Expires Oct. 7, 2008

NOTARY

**STATE OF KENTUCKY)
COUNTY OF KENTON)**

The foregoing instrument was **SUBSCRIBED, SWORN TO AND ACKNOWLEDGED** before me, this 28th day of April, 2006, by Maurice Hande, as Vice President of **THE HUNTINGTON NATIONAL BANK**, a national association, for and on its behalf.

Print Name: Glenda R. Parrott
NOTARY PUBLIC

My Comm. Expires: 8/1/10

THIS INSTRUMENT WAS PREPARED BY:
[Signature]

PATRICK R. HUGHES
DETERS, BENZINGER & LaVELLE, P.S.C.
Attorneys-at-Law
207 Thomas More Parkway
Crestview Hills, KY 41017-2596
(859) 341-1881



GLEND A. PARROTT
Notary Public, State of Ohio
My commission expires 8-1-2010



90755.1

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law. Stacey Prigge

EXHIBIT A

Parcel 1: Lot 9, as marked and laid down on the recorded plat of PON & CO. HIGHWAY FARMS, as appears of record in Plat Book 26, Page 82 in the Recorder's Office of Lake County, Indiana.

Commonly known as: 9915 Wicker Avenue, St. John, IN 46373
Key #: 12-19-9

Parcel 2: Lot 10, PON & CO. HIGHWAY FARMS, as shown in Plat Book 26, Page 82, in the Recorder's Office of Lake County, Indiana.

Commonly known as: 9933 Wicker Avenue, St. John, IN 46373.
Key #: 12-19-10

Parcel 3: Lots numbered 11 and 12, as marked and laid down on the recorded plat of PON & CO. HIGHWAY FARMS, being a subdivision of part of the West half of the Southwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana as the same appears of record in Plat Book 26, Page 82, in the Recorder's Office of Lake County, Indiana.

Commonly known as: 9955 Wicker Avenue, St. John, IN 46373.
Key #: 12-19-11 and 12-19-12

THE ABOVE DESCRIBED PROPERTY IS NOW KNOWN AS LOT 1, LOT 2, LOT 3, LOT 4, OUTLOT A, AND OUTLOT B, ST. JOHN SQUARE, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 99, PAGE 42, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

