

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20045975

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SEPTEMBER 1, 1998, IN PLAT BOOK 85, PAGE 21, AND AS AMENDED BY A CERTIFICATE OF AMENDMENT RECORDED JANUARY 31, 2001 AS DOCUMENT NO. 2001 007054, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3: LOTS 14 AND 15, IN GATLIN'S ADDITION PHASE 1 TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70, PAGE 45, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 4: LOTS 9, 10, AND 11, IN GRIFFITH INDUSTRIAL PARK TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 122 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 233 Colfax; 230, 234, and 238 South Lindberg, Griffith, In 46319 and 400, 424, 450, 474, 500, 524, 550, 574 and 600 Kennedy Avenue, Schereville, IN 46375. The Real Property tax identification number is Key #20-13-622-1, 20-13-622-2, 20-13-622-3, 20-13-622-4, 20-13-622-5, 20-13-622-6, 20-13-622-7, 20-13-622-8, 20-13-622-9, 39-51-55-14, 39-51-55-15, 15-26-382-9, 15-26-382-10, and 15-26-382-11.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated May 17, 2007 in the original principal amount of \$1,000,000.00 to Lender bearing a variable interest rate based upon an index and a Promissory Note dated September 30, 2004 in the original principal amount of \$3,500,000.00 to Lender bearing a variable interest rate based upon an index together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Notes; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$4,254,576.42; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns; (4) the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (5) to add the following provisions:

Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Due on Sale

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict

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performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 18, 2007.

GRANTOR:

X 

Ronald D. Morris

LENDER:

HARRIS N.A.

X 

Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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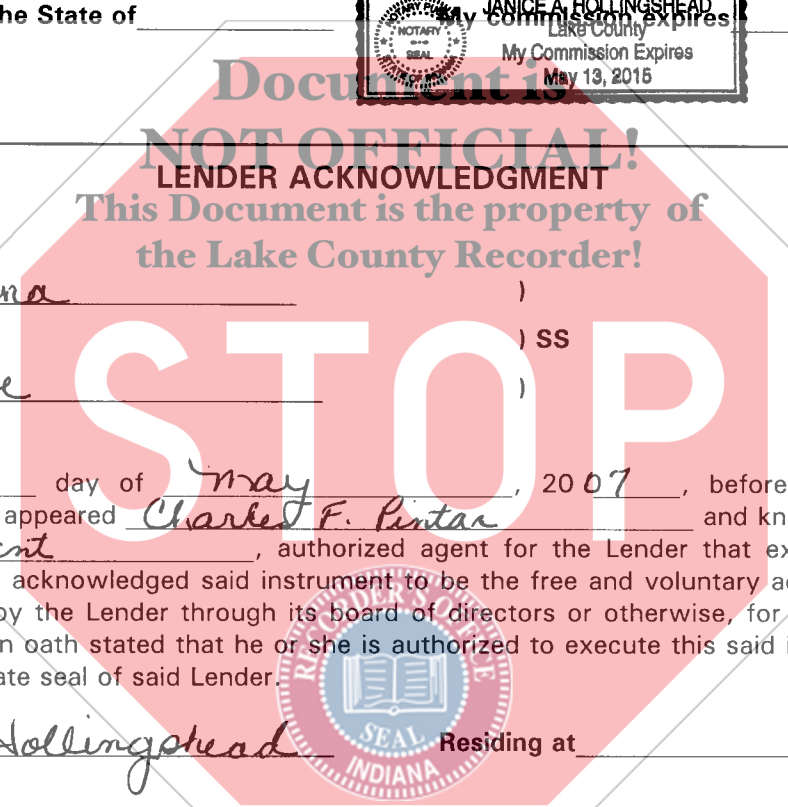
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Ronald D. Morris**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of May, 2007.
By Janice A. Hollingshead Residing at _____

Notary Public in and for the State of _____



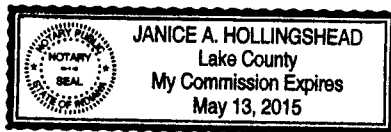
STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 23rd day of May, 2007, before me, the undersigned Notary Public, personally appeared Charles F. Pentec and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Janice A. Hollingshead Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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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 (Julie Ellis, Documentation Specialist).

This Modification of Mortgage was prepared by: Julie Ellis, Documentation Specialist

