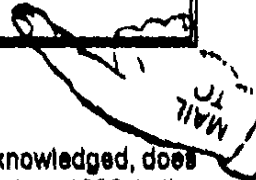


<p>Mortgagor's Name And Address</p> <p>The La-Z-Relclner Shop, Inc. 724 Hoffman Street Hammond, Indiana 46320</p> <p>("Mortgagor" whether one or more)</p>	<p>BANK CALUMET NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgages")</p>	<p>Return to:</p> <p>BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320</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 14th day of September, 1996, recorded the 15th day of October, 1996, in the Office of the Recorder of Cook County, Illinois, as Document No. 98761905 (herein the "Mortgage"), is hereby amended as follows:

1. **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 The La-Z-Recliner Shop, Inc. dated the 4th day of June, 1998 in the original principal amount of \$2,200,000.00, which note matures on the 4th day of March, 2014, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.
2. **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.



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EXECUTED and delivered in Lake County, Indiana this 4th day of June, 1998.

THE LA-Z-RECLINER SHOP, INC.

BY: [Signature] Chairman
Charles F. Forcey, Chairman
"Mortgagor"

Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 4th day of June, 1998.

Bank Calumet National Association

By: [Signature]
Robert B. Gardiner

Its: Vice President

[To be used when the Mortgagor(s) is a corporation or other business entity]

STATE OF INDIANA)
Lake COUNTY) SS:

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Charles F. Forcey, the Chairman of The La-Z-Recliner Shop, Inc., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of The La-Z-recliner Shop, Inc., this 4th day of June, 1998.

[Signature]
Notary Public,
Residing in [Signature] County, Indiana

My Commission Expires:
2/17/2001

This instrument was prepared by: Robert B. Gardiner
Vice President

EXHIBIT "A"

LOTS 43 THROUGH 49 BOTH INCLUSIVE, IN BLOCK 44 IN ANDREW AND PIPER'S THIRD ADDITION TO BERWYN, A SUBDIVISION IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common address: 3237 Harlem Avenue, Berwyn, Illinois 60402

Tax I.D. #16-31-108-014 to #16-31-108-020-0000

Property of Cook County Clerk's Office