

91020483

Place: Joliet, Illinois

Dated: October 31, 1990

LEASE SUBORDINATION AMENDMENT AGREEMENT

The undersigned, in consideration of TEN (\$10.00) DOLLARS and the modification by General Motors Acceptance Corporation ("GMAC") at the sole request of David L. Miller of that certain loan in original principal amount of TWELVE MILLION ONE HUNDRED SIXTY-FOUR THOUSAND TWENTY-FOUR AND NO/00 (\$12,164,024.00) DOLLARS evidenced by that certain promissory note dated February 1, 1988 by David L. Miller to GMAC and the modification of that certain loan in original principal amount of THREE MILLION SEVEN HUNDRED EIGHTY THOUSAND AND NO/100 (\$3,780,000.00) DOLLARS evidenced by that certain promissory note dated February 14, 1989 by David L. Miller to GMAC, such modifications made pursuant to that certain memorandum of understanding dated even date herewith, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree, warrant, acknowledge and represent as follows:

- This Document is the property of the Lake County Recorder!**
1. That that certain Lease Subordination Agreement made February 1, 1988 (the "Lease Subordination") by the undersigned in favor of GMAC with respect to the real property commonly known as 6501 Broadway, Merrillville, Lake County, Indiana and further described in Exhibit 1 hereto, such Lease Subordination being recorded February 18, 1988 as document number 964366, in the office of the county recording officer of Lake County, in the real property records of that county, shall include Dave Miller Hyundai, Inc. and Dave Miller Isuzu, Inc. on the Appendix to Lease Subordination Agreement, in addition to those persons, corporations and other entities already listed therein.
 2. That that certain Collateral Assignment of Beneficial Interest dated February 1, 1988, made with respect to Lake County Trust Company Trust No. 3400, Trust Agreement dated January 2, 1984, has been acknowledged and amended pursuant to an addendum dated even date herewith, and that the Lease Subordination and the amendments herein shall continue in full force and effect with respect to said Collateral Assignment of Beneficial Interest, as amended.

In all other respects, the terms and conditions of the Lease Subordination are hereby confirmed.

This document is made by Lake County Trust Company, as Trustee and accepted upon the express understanding that the Lake County Trust Company enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against Lake County Trust Company, because of

STATE OF INDIANA/S.S. NO.
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or on account of the making or executing of this document or of anything therein contained, all such liability, if any, being expressly waived, nor shall Lake County Trust Company, be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed as of the day and year first above written.

LESSOR: Lake County Trust Company, Trustee, Trust Agreement dated January 2, 1984, Trust No. 3400

By: SEE SIGNATURE PAGE ATTACHED
Land Trustee _____ (Attest)

LESSEE: CLASSIC OLDSMOBILE, INC.
d/b/a Classic Olds and Classic Honda

By: *David L. Miller*
Its: V. PRESIDENT

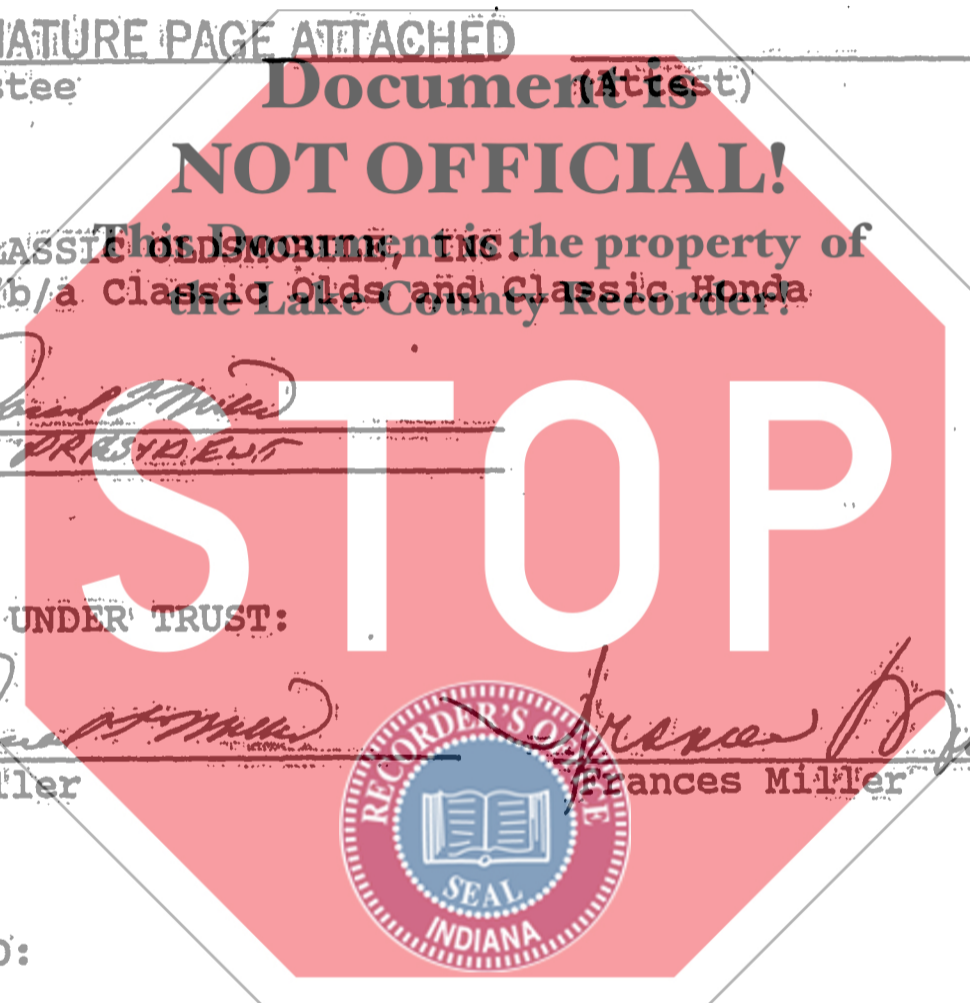
BENEFICIARY UNDER TRUST:

David L. Miller _____ *Frances Miller* _____
David L. Miller Frances Miller

ACKNOWLEDGED:

GENERAL MOTORS ACCEPTANCE CORPORATION

By: *R. H. [Signature]*
Its: *Asst. Sec.*

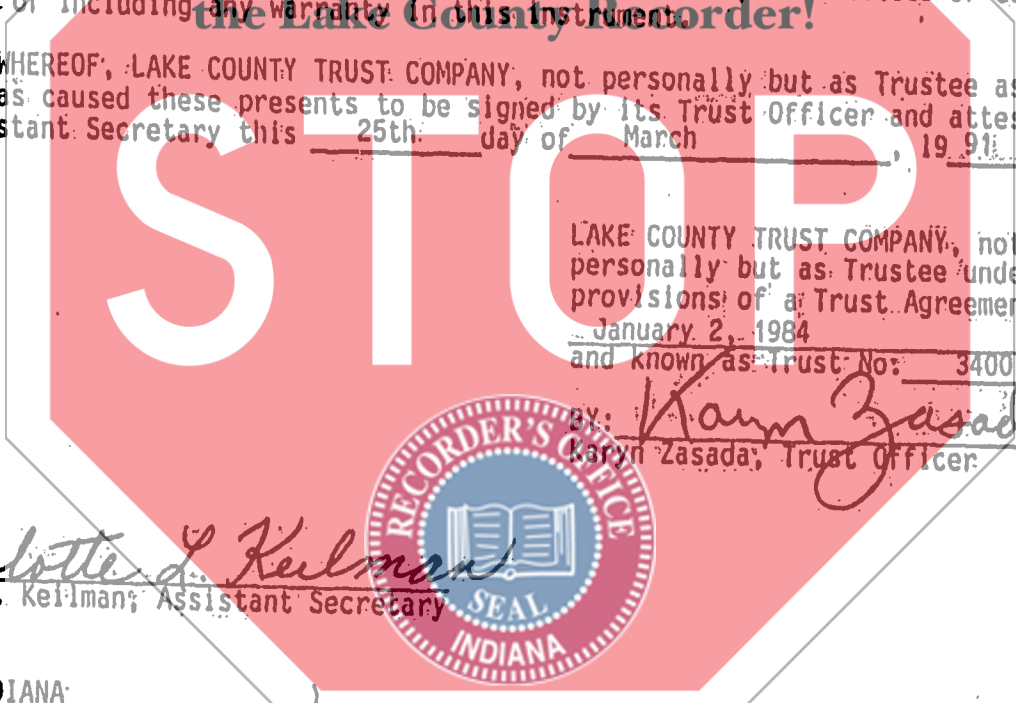


Lease Subordination Amendment Agreement

It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 25th day of March, 1991.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 2, 1984 and known as Trust No: 3400
BY: *Karyn Zasada*
Karyn Zasada, Trust Officer

ATTEST:
BY: *Charlotte L. Keilman*
Charlotte L. Keilman, Assistant Secretary



STATE OF INDIANA }
COUNTY OF LAKE } SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify the abovenamed Trust Officer and Assistant Secretary of Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Witness my hand and seal this 25th day of March, 1991.

Angela Newcomb
Angela Newcomb Notary Public
Resident: Lake County, Indiana

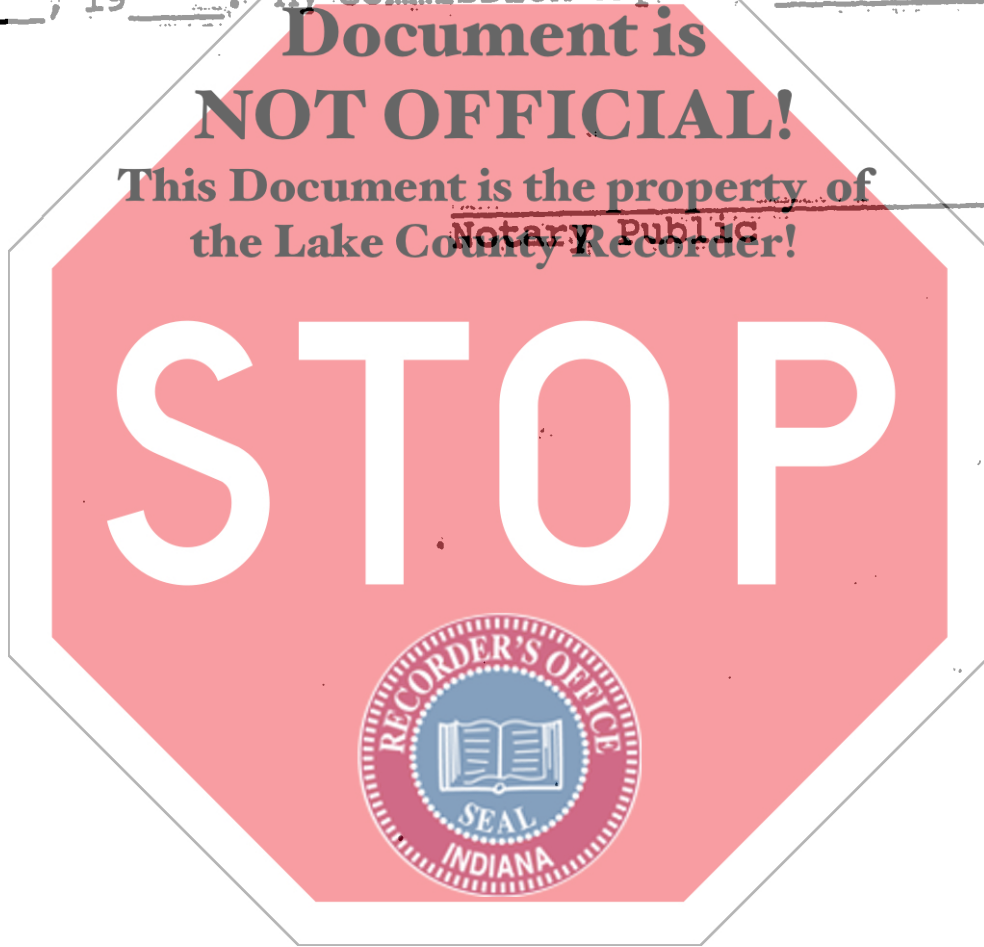
My Commission Expires:
April 2, 1994.

STATE OF
COUNTY OF

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) SS:
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I, _____, a Notary Public in and for said county and state, do hereby certify that _____ personally known to me to be the same person(s) whose name(s) _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ day of _____, 19____. My commission expires: _____



**EXHIBIT 1 TO LEASE SUBORDINATION AMENDMENT AGREEMENT
BY LAKE COUNTY TRUST COMPANY TO GMAC**

Parcel I:

A parcel of land in the West 1/2 of the West 1/2 of Section 10, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the West line of the said Section 10 which is 315.88 feet North of the intersection of the said West line of Section 10 with the North right of way line of the Grand Trunk Railway; thence North along the said West line of Section 10 a distance of 124 feet; thence East at right angles to the said West line of Section 10 a distance of 320.29 feet; thence South and parallel to the said West line of Section 10 a distance of 124 feet; thence West a distance of 320.29 feet to the place of beginning.

Parcel II:

A parcel of land in the West 1/2 of the West 1/2 of Section 10, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point of the intersection of the Northerly right of way of the Grand Trunk Railway and the West line of said Section 10, and running thence North along the West line of said Section 10 a distance of 315.88 feet; thence East at right angles to the West line of said Section 10 a distance of 580.25 feet; thence South and parallel to the West line of said Section 10 a distance of 434.82 feet to the Northerly right of way of said Grand Trunk Railway; thence West along the Northerly right of way of said Grand Trunk Railway a distance of 592.13 feet, more or less, to the place of beginning.

P.I.N.:

Street Address: 6501 Broadway
Merrillville, IN 46410

Prepared and mailed to:

William A. O'Connor, Esq.
Tenenbaum & Senderowitz
19 South LaSalle Street
15th Floor
Chicago, IL 60603