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Katz, Randall & Weinberg, attys
200 N LaSalle St
Chgo 60601-1097
attn: Charles Alexander

CEA 191121/9671W

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MODIFICATION OF LOAN AGREEMENT

This Modification of Loan Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 1st day of November, 1991 by and between Dyer Auto Auction, Inc., an Indiana corporation (hereinafter referred to as "Auto Auction") and Walter J. Cotton, III, an individual (hereinafter referred to as "Cotton"); Auto Auction and Cotton are herein collectively referred to as the "Borrowers" and Boulevard Bank National Association (hereinafter referred to as the "Lender").

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CHICAGO TITLE INSURANCE COMPANY
STATE OF INDIANA DIVISION
FILED

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RECITALS:

A. Borrowers and Lender entered into that certain Loan Agreement (hereinafter referred to as the "Loan Agreement") dated as of December 1, 1990 whereby Lender agreed to make various loans to Auto Auction and Cotton in the aggregate principal amount of ONE MILLION TWO HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY-TWO AND NO/100 (\$1,279,272.00) DOLLARS evidenced by (i) a Revolving Credit Note in the amount EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS dated December 1, 1990 made by Auto Auction and payable to Lender (hereinafter referred to as the "Revolving Credit Note"); (ii) a Principal Note in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS dated December 1, 1990 made by Auto Auction and payable to Lender (hereinafter referred to as the "Principal Note"); and (iii) a Term Note in the amount of THREE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED SEVENTY-TWO AND NO/100 (\$329,272.00) DOLLARS dated November 1, 1990 made by Cotton and payable to Lender (hereinafter referred to as the "Term Note"); the Revolving Credit Note, the Principal Note and the Term Note are hereinafter collectively referred to as the "Notes").

B. The Notes are secured by, among other instruments, (i) a Junior Mortgage and Security Agreement dated December 1, 1990 made by Cotton and Candice Cotton in favor of Lender and recorded on March 7, 1991 in the Office of the Lake County, Indiana Recorder of Deeds as Document No. 91010727 (hereinafter referred to as the "Junior Mortgage") which encumbers the real property and improvements including approximately twenty-three (23) acres of land and buildings known as the Dyer Auto Auction in Dyer, Indiana and

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Charles E. Alexander
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601
KRW File No. 2441.256

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legally described in Exhibit "A" attached hereto and by this reference incorporated herein (hereinafter referred to as the "Property"), (ii) a Junior Assignment of Rents and Lessor's Interest in Leases dated December 1, 1990 made by Cotton and Candace Cotton in favor of Lender and recorded on March 7, 1991 in the Office of the Lake County, Indiana Recorder of Deeds as Document No. 91010728 (hereinafter referred to as the "Junior Assignment of Leases"), (iii) a Collateral Assignment of Accounts Receivables dated December 1, 1990 made by Auto Auction and Cotton in favor of Lender (hereinafter referred to as the "Assignment of Receivables"), (iii) UCC-1 Financing Statements executed by Auto Auction and Cotton and Candace Cotton filed with the Indiana Secretary of State on March 11, 1991 as Document Numbers 1703636 and 1703637 (hereinafter referred to as the "UCC-1 Financing Statements"), (iv) UCC-2 Financing Statements executed by Auto Auction and Cotton and Candace Cotton and recorded with the Recorder of Deeds of Lake County, Indiana on March 12, 1991 as Document Numbers 91000823 and 91000824 (hereinafter referred to as the "UCC-2 Financing Statements"), (v) Unlimited Guaranty executed by Cotton dated December 1, 1990 (hereinafter referred to as the "Guaranty"), and certain other documents executed contemporaneously therewith as required by the Loan Agreement (the Loan Agreement, Notes, Junior Mortgage, Junior Assignment of Leases, Assignment of Receivables, UCC-1 Financing Statements, UCC-2 Financing Statements, Guaranty and other documents are hereinafter collectively referred to as the "Loan Documents").

C. Auto Auction and Cotton have requested that the Loan Agreement be modified to provide that (i) the Revolving Credit Note be modified by increasing the principal balance thereof from EIGHT HUNDRED THOUSAND AND NO/100 (\$800,000.00) DOLLARS to ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, and extending the Maturity Date to April 30, 1992, and (ii) the Term Note be modified by extending Maturity Date to May 1, 1992. Lender has agreed to the aforesaid requests as more fully provided herein and subject to the terms and express conditions hereof.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated as though fully contained herein.
2. Amendments to Notes. The Borrowers and Lender hereby acknowledge the following and agree that the Notes are amended as follows:

A. As of October 31, 1991, (i) the principal balance of the Revolving Credit Note was FIVE HUNDRED EIGHTY THOUSAND AND NO/100 (\$580,000.00) DOLLARS, (ii) there was no outstanding principal balance due and owing with respect to the Principal Note, and (iii) the principal balance of the Term Note was TWO HUNDRED SIXTY THOUSAND ONE HUNDRED EIGHTY-SIX AND NO/100 (\$260,186.00) DOLLARS.

B. The Revolving Credit Note is amended as of November 1, 1991 as follows: (i) The maximum amount which may be borrowed by Auto Auction from time to time pursuant to the terms of the Revolving Credit Note is increased from EIGHT HUNDRED THOUSAND AND NO/100 (\$800,00.00) DOLLARS to ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, and (ii) the Maturity Date is extended from October 31, 1991 to April 30, 1992.

C. The Term Note is amended as of November 1, 1991 by extending the Maturity Date from October 31, 1991 to May 1, 1992.

3. References to Notes. From and after the date hereof, the Loan Documents (other than the Notes) shall be deemed to secure the Notes, as modified hereby, and any and all references in the Loan Documents (other than the Notes) to the Note shall be deemed to refer to the Notes as modified hereby.

4. References to Loan Documents. Any and all references in the Loan Documents to any of the Loan Documents shall, from and after the date hereof, be deemed to refer to such Loan Documents as modified by this Modification.

5. Reaffirmation of Representations and Warranties. The Borrowers and Candace Cotton hereby reaffirm as true and correct in all respects, as of the date hereof, any representations and warranties contained in the Loan Documents, as applicable, all as herein modified.

6. Reaffirmance of Covenants. The Borrowers and Candace Cotton do hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Loan Documents, as applicable, as herein modified.

7. Offsets and Defenses. The Borrowers and Candace Cotton hereby acknowledge and agree that (i) there are no offsets, defenses or counterclaims against Lender arising out of or in any way relating to the Property or the Loan Documents, and (ii) they release and forever discharge Lender, its agents, servants, employees, directors, officers, attorneys, branches, affiliates, subsidiaries, successors and assigns and all persons, firms, corporations and organizations in its behalf of and from all damage,

loss, claims, demands, liabilities, obligations, actions and causes of action whatsoever which it may now have or claim to have against Lender as of the date of this Modification, and whether presently known or unknown, and of every nature and extent whatsoever on account of or in any way touching, concerning, arising out of or founded upon the Property and Loan Documents.

8. Laws of Illinois. This Agreement shall be governed and construed under the laws of the State of Illinois.

9. Full Force and Effect; Inconsistency. Except as modified herein, the terms, conditions and covenants of the Loan Documents shall remain unchanged and otherwise in full force and effect. In the event of an inconsistency between this Agreement and the Loan Documents, the terms herein shall first control.

10. Time of Essence. Time is of the essence with regard to this Agreement and the performance by Borrowers of their obligations hereunder.

11. Joinder. Candace Cotton joins in the execution of this Agreement for the purpose of affirming the representatives, warranties, covenants and obligations contained in the Loan Documents which are applicable to her as herein modified.

IN WITNESS WHEREOF, the parties have caused this Modification of Loan Agreement to be executed pursuant to authority duly granted as of the date above first written

BORROWERS;

DYER AUTO AUCTION, INC., an Indiana corporation



Walter J. Cotton, III, President

Walter J. Cotton, III, individually

Candace J. Cotton, individually, pursuant to the Joinder contained in Section 11 hereof

LENDER:

BOULEVARD BANK NATIONAL ASSOCIATION

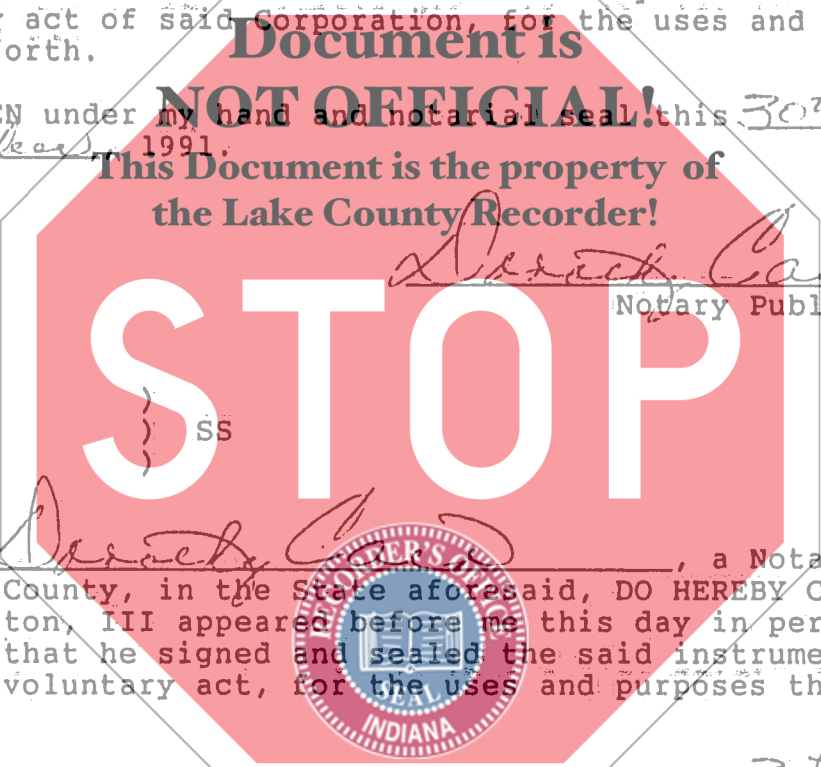
By: Todd A. [Signature]
Its: Commercial Loan Officer



STATE OF)
)
COUNTY OF)

I, Shirley Cain, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter J. Cotton, III, as President of Dyer Auto Auction, Inc., an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of said Corporation, 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.

GIVEN under my hand and notarial seal this 30th day of December, 1991.



Shirley Cain
Notary Public

STATE OF)
)
COUNTY OF)

I, Shirley Cain, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Walter J. Cotton, III appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of December 1991.

Shirley Cain
Notary Public

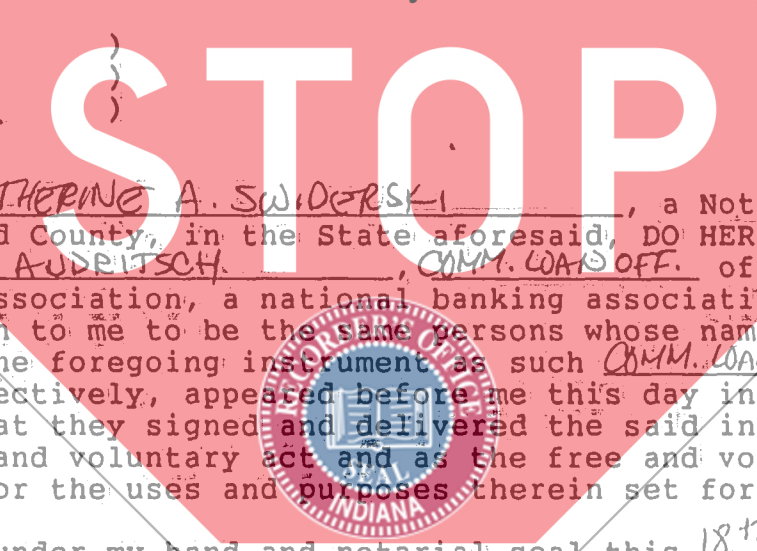
STATE OF)
COUNTY OF) SS

I, Shirley Coad, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Candace J. Cotton appeared before me this day in person and acknowledged that she signed and sealed the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of December, 1991.

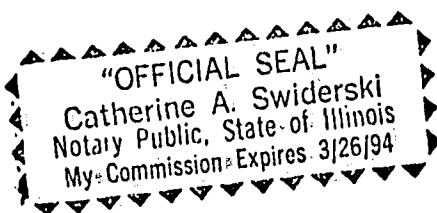
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STATE OF IL
COUNTY OF COOK



I, CATHERINE A. SWIDERSKI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that TODD A. AUDREITSCH, COMM. LOAN OFF. of Boulevard Bank National Association, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such COMM. LOAN OFF. of said Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of December, 1991.



Catherine A. Swiderski
Notary Public

EXHIBIT "A"

Legal Description

Lots 1 and 2, Dyer Auto Auction Addition to the Town of Dyer, as shown in Plat Book 63, Page 4, in Lake County, Indiana.



CONSENT OF FIRST MORTGAGEE

Gainer National Bank as Mortgagee pursuant to that certain Mortgage, Assignment of Rents and Security Agreement dated September 20, 1990 and recorded September 27, 1990 with the Office of the Recorder of Deeds of Lake County, Indiana as Document No. 125899 hereby consents to the recording of the foregoing Modification of Loan Agreement.

Dated as of November 1, 1991.

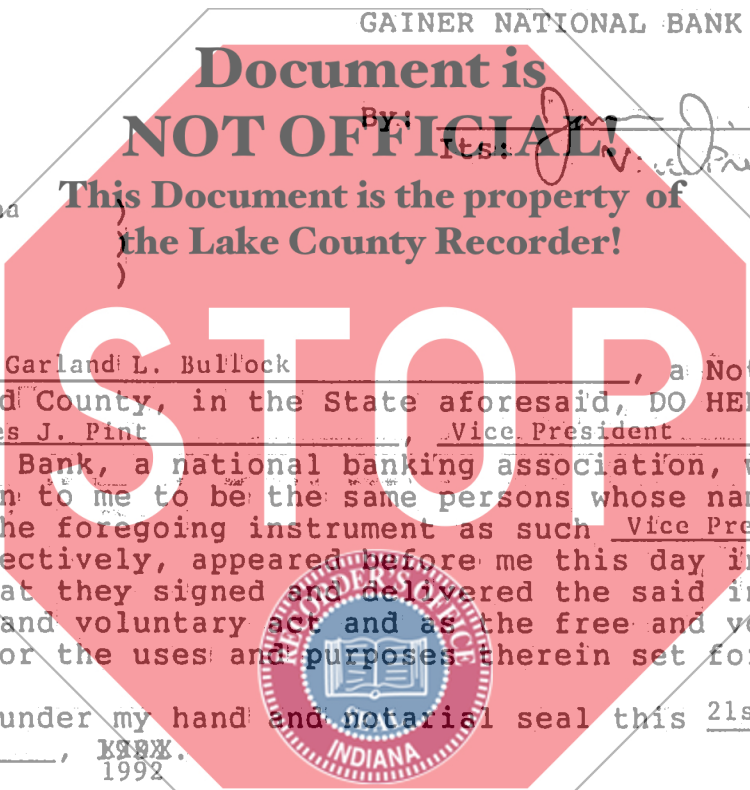
GAINER NATIONAL BANK

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By: James J. Pint
Vice President

STATE OF Indiana
COUNTY OF Lake

This Document is the property of
the Lake County Recorder!



I, Garland L. Bullock, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James J. Pint, Vice President of Gainer National Bank, a national banking association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President of said Bank, 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of February, ~~1991~~ 1992.

Garland L. Bullock
Notary Public
A Lake County Resident
My Commission Expires: 8-5-93