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AFFIDAVIT

*GMAC
70 B410275
7/mer 46410*

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

The undersigned, being first duly sworn, deposes and states that he is the Branch Manager of General Motors Acceptance Corporation, a New York corporation ("GMAC"), 8380 Louisiana Street, Merrillville, Indiana 46411, that attached hereto as Exhibit A is a true, correct and complete original of an Agreement of Cross-Collateralization and Cross Default (the "Cross-Collateralization Agreement") dated March 18, 1991 between GMAC and Circle Oldsmobile - GMC, Inc., an Indiana corporation ("Borrower"), and that the signatures on behalf of GMAC and Borrower appearing on the Cross-Collateralization Agreement attached hereto as Exhibit A are the genuine original signatures of the persons executing such Cross-Collateralization Agreement on behalf of GMAC and Borrower.

The affiant makes this Affidavit for the purpose of inducing the Recorder of Lake County, Indiana to record the photocopy of the Cross-Collateralization Agreement attached hereto as Exhibit A against the following described real estate owned by Borrower:

Lot 2, Deer Creek Park Unit 2, to the Town of Schererville, as shown in Plat Book 67, Page 34, in Lake County, Indiana.

Further, the affiant sayeth not.

Dated: April 7, 1992.

GENERAL MOTORS ACCEPTANCE CORPORATION



By: *Edward J. Frampton*
Edward J. Frampton,
Branch Manager



STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
APR 7 2 14 PM '92
RECORDED & INDEXED

1460

STATE OF Indiana)
) SS
COUNTY OF Lake)

I, Stasia B. Wefler, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edward J. Frampton, the Branch Manager of General Motors Acceptance Corporation, a New York corporation ("GMAC"), personally known to me to be the Branch Manager of GMAC, whose name is subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that he signed and delivered such instruments as his own free and voluntary act and as the free and voluntary act of GMAC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of April, 1992.

My Commission Expires: 5-3-95

~~Document is~~

Stasia B. Wefler
Notary Public

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**

STOP



AGREEMENT OF CROSS-COLLATERALIZATION AND CROSS DEFAULT

This Agreement is executed this 18th day of March, 1991, by and among Circle Oldsmobile-GMC, Inc., of Schererville, Indiana, an Indiana Corporation, (hereinafter referred to singly and collectively as "Borrower"), Wayne Druktenis, Kenneth Grzymek and General Motors Acceptance Corporation ("GMAC").

WHEREAS, Borrower wishes to obtain credit or a continuation of credit from GMAC; and

WHEREAS, GMAC is unwilling to extend or continue credit to Borrower unless, among other things, it obtains certain amendments to the Security Agreements, as hereinafter defined, from Borrower, Wayne Druktenis and Kenneth Grzymek.

NOW, therefore, for good consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce GMAC, at its sole discretion, to extend or continue credit to the Borrower, it is hereby agreed as follows:

1. Definitions. As used in this Agreement, the terms listed below shall have the meanings indicated:

- (a) "Borrower", Wayne Druktenis, Kenneth Grzymek, shall include the respective heirs, personal representatives, successors and assigns each of the foregoing entities.
- (b) "Obligation" shall mean any and all indebtedness, liabilities and obligations of (i) Borrower, (ii) Wayne Druktenis, and (iii) Kenneth Grzymek, or either of them, which relate in any fashion to either Borrower or Wayne Druktenis or Kenneth Grzymek. The term "Obligation" shall include, but is not limited to, indebtedness arising under any Wholesale Security Agreement [including indebtedness assigned to GMAC arising in connection with the General Motors Corporation Instalment Sales Finance Plan], revolving lines of credit, Inventory Security Agreements, or Leasing Inventory Security Agreements, or other notes, instruments, contracts, or agreements in favor of GMAC, now existing or hereafter arising, whether created directly or acquired by GMAC by assignment or otherwise, whether matured or unmatured, whether absolute or contingent, and whether secured or not, including indebtedness or obligations under this Agreement, and also including any costs or expenses (including reasonable attorneys' fees) of collection or enforcement of any such indebtedness or obligations.

(c) "Security Agreement" shall mean any existing or future agreement between GMAC (or assigned to GMAC) and (i) Borrower, (ii) Wayne Druktenis, and (iii) Kenneth Grzymek, or either of them, which relate in any fashion to Borrower, Wayne Druktenis or Kenneth Grzymek, which creates or provides for a security interest in, or other lien upon, any of the assets or properties, tangible or intangible, real or personal, of Borrower, Circle Isuzu, Wayne Druktenis or Kenneth Grzymek, including but not limited to, any mortgage, Wholesale Security Agreement, inventory security agreement, leasing security agreement or any assignment of any of the same.

2. Cross-Default. In addition to, and not in substitution for, any other provision in any Security Agreement or other instrument evidencing an Obligation, it is agreed that a default, as defined in such documents, by Borrower, Wayne Druktenis or Kenneth Grzymek shall, at GMAC's election, be considered and hereby is a default of any or all Obligations, and GMAC thereupon shall have all rights upon default provided for in such documents, or under this Agreement or under applicable law.

3. Cross-Collateralization. In addition to, and not in substitution for, any other provision in any Security Agreement or other instrument evidencing an Obligation, it is hereby agreed that all collateral subject to the security interest or lien of GMAC pursuant to any or all of the Security Agreements shall secure all of the Obligations and any of the proceeds of such collateral may be applied to any of the Obligations as GMAC may see fit, subject to applicable law.

4. Effect On Other Agreements; Non-Enforceability. The parties intend provisions 2 and 3 of this Agreement to be in addition to, and not in substitution for or limitation of, any other provision of any Security Agreement or other instrument evidencing an Obligation, and intend to not otherwise limit or affect the rights and remedies of GMAC under any such documents, or otherwise. If part of this Agreement is not valid or enforceable according to applicable law, all other parts will remain enforceable.

5. Authority. Borrower, Wayne Druktenis and Kenneth Grzymek, separately, represent and warrant to GMAC that each has full authority to enter into this Agreement, that the undersigned corporate execution of this Agreement will not violate any covenant or cause a default under any loan or other agreement to which it, he, or she is a party, and that the undersigned corporate officer, singly, each are duly authorized to execute this Agreement on it's behalf.

6. General. This Agreement may not be changed orally and shall bind an inure to the benefit of the heirs, personal representatives, successors and assigns of the respective parties.

7. Choice of Law. This Agreement and the performance hereunder shall be construed and determined according to the laws of the state of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Circle Oldsmobile-GMC, Inc.

BY:

Title

**Document is
NOT OFFICIAL!**

General Motors Acceptance Corp.

**This Document is the property of
the Lake County Recorder!**

BY:

Title

STOP

