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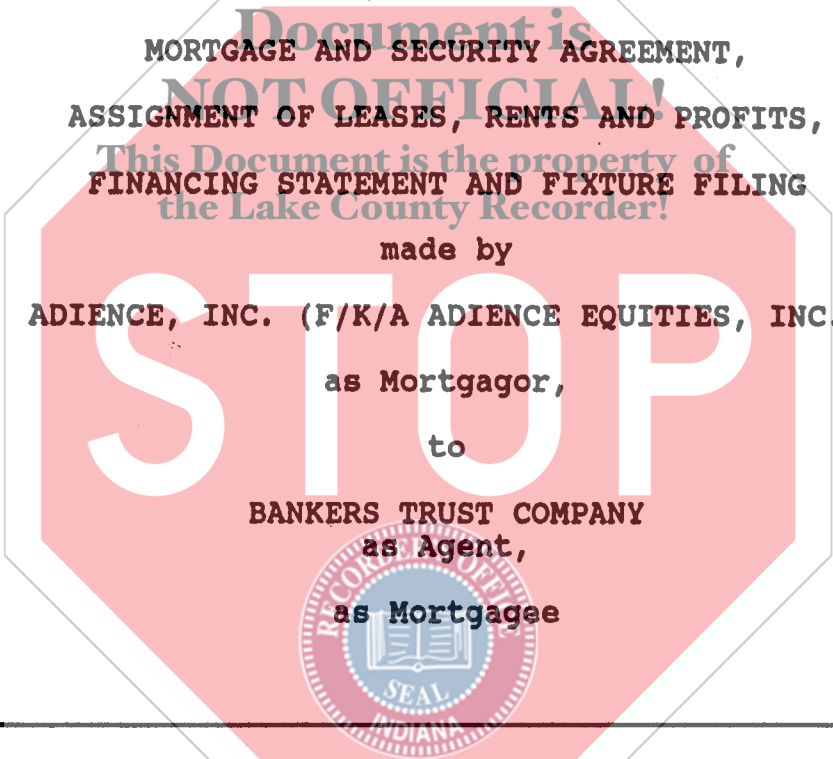
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RECORD AND RETURN TO:

Jeffrey J. Temple, Esq.
WHITE & CASE
1155 Avenue of the Americas
New York, New York 10036

MORTGAGE AND SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND FIXTURE FILING

made by
ADIENCE, INC. (F/K/A ADIENCE EQUITIES, INC.)
as Mortgagor,
to
BANKERS TRUST COMPANY
as Agent,
as Mortgagee



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MORRIS W. CARTER
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF LEASES,
RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING
SHALL BE DEEMED TO CONSTITUTE A CONTINUOUSLY PERFECTED
FIXTURE FILING TO BE FILED OF RECORD IN THE OFFICES OF THE
RECORDER OF ~~ELKHART~~ COUNTY, INDIANA, PURSUANT TO IC 26-1-9-
402 AND IC 26-1-9-403, AND AS SET FORTH IN SECTION 2.02(g)
HEREOF.

LAKE

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EXHIBIT A - Land .

This document is intended
to be recorded in LAKE
County, INDIANA

**MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES, RENTS AND PROFITS,
FINANCING STATEMENT AND
FIXTURE FILING**

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, RENTS AND PROFITS, FINANCING STATEMENT AND FIXTURE FILING, dated as of April 14, 1997 (as amended, modified or supplemented from time to time, this "Mortgage") made by ADIENCE, INC. (f/k/a Adience Equities Inc.), a Delaware corporation with an office for the transaction of business located at 27 Nesbitts Road, Carnegie, PA 15101, as mortgagor (the "Mortgagor") to BANKERS TRUST COMPANY, a New York banking corporation with an office for the transaction of business located at 130 Liberty Street, New York, New York 10006, as Agent, as mortgagee (the "Mortgagee") for the benefit of the Secured Creditors (as defined below). Except as otherwise defined herein, capitalized terms used herein and defined in the Credit Agreement shall be used herein as so defined.

W I T N E S S E T H :

WHEREAS, the Mortgagor, Refraco Inc., Refraco Holdings Limitedy, Hepworth Refractories (Holdings) Ltd. (the Mortgagor and the foregoing entities are collectively referred to herein as the "Borrowers"), the lenders from time to time party thereto (the "Banks"), and Mortgagee, have entered into a Credit Agreement, dated as of April 14, 1997, providing for the making of loans to the Borrowers and the issuance of, and participation in, letters of credit for the account of the Borrowers, as contemplated therein in the maximum principal amount of \$ 10,000,000.00 (as used herein, the term "Credit Agreement" means the Credit Agreement described above in this paragraph, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented or refinanced from time to time, and including any agreement extending the maturity of, refinancing or

restructuring (including, but not limited to, the inclusion of additional borrowers or guarantors thereunder or any increase in the amount borrowed) all or any portion of the indebtedness under such agreement or any successor agreements, whether or not with the same agent, trustee, representative lenders or holders (the Banks, the Documentation Agent and the Mortgagee are herein called the "Bank Creditors");

WHEREAS, the Mortgagor and/or the Borrowers from time to time enter into one or more Interest Rate Protection Agreements with one or more hedge counterparties (collectively, the "Other Creditors," and together with the Bank Creditors, are herein called the "Secured Creditors");

WHEREAS, pursuant to the Credit Agreement the Mortgagor shall execute and deliver to the Mortgagee this Mortgage;

WHEREAS, the Mortgagor desires to enter into this Mortgage to satisfy the requirement in the preceding paragraph and to secure (and this Mortgage shall secure) the following:

(i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities (including, without limitation, the principal of and interest on the notes issued, and loans made, under the Credit Agreement, all reimbursement obligations and unpaid drawings with respect to letters of credit issued under the Credit Agreement, and all indemnities, fees and interest thereon or owed thereunder) of the Mortgagor to the Bank Creditors, whether now existing or hereafter incurred under, arising out of or in connection with the Credit Agreement and the other Credit Documents to which the Mortgagor is a party and the due performance and compliance by the Mortgagor with all of the terms, conditions and agreements contained in the Credit Agreement and such other Credit Documents;

(ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations and liabilities of the Mortgagor to the Other Creditors, whether now existing or hereafter incurred under, arising out of or in connection with any Interest Rate Protection Agreement and the due performance and compliance by the Mortgagor with all the

terms, conditions and agreements contained in the Interest Rate Protection Agreements;

(iii) any and all sums advanced by the Mortgagee in order to preserve or protect the Mortgaged Property (as hereinafter defined) or preserve or protect its security title and interest in the Mortgaged Property;

(iv) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities of the Mortgagor referred to in clauses (i) and (ii) above after an Event of Default (as hereinafter defined) shall have occurred and be continuing, the reasonable expenses of re-taking, holding, preparing for sale or lease, selling or otherwise disposing of or realizing on the Mortgaged Property, or of any exercise by the Mortgagee of its rights hereunder, together with reasonable attorneys' fees (as set forth in Section 4.08 hereof) and court costs;

(v) all amounts paid by any Indemnitee (as hereinafter defined) as to which such Indemnitee has the right to reimbursement under Section 1.08 of this Mortgage;

(vi) any and all future advances, renewals, extensions and modifications of any of the obligations and liabilities referred to in clauses (i) and (v) above; and

(vii) any judgment(s) or final decree(s) rendered to collect any money obligations of Mortgagor to Mortgagee and/or to enforce the performance or collection of all rights, remedies, obligations, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities of the Mortgagor under this Mortgage, the Credit Agreement or the other Credit Documents.

all such obligations, liabilities, sums and expenses set forth in clauses (i) through (vi) above being herein collectively called the "Obligations", which Obligations, if not extended, shall mature on or before April 14, 2005.

NOW, THEREFORE, as security for the Obligations and in consideration of the sum of ten dollars (\$10.00) and the benefits accruing to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, THE MORTGAGOR HEREBY MORTGAGES, WARRANTS, GIVES, GRANTS, BARGAINS, SELLS, CONVEYS

AND CONFIRMS TO THE MORTGAGEE AND ITS SUCCESSORS AND ASSIGNS FOREVER, all of the Mortgagor's estate, right, title and interest, whether now owned or hereafter acquired, whether as lessor or lessee and whether vested or contingent, in and to all of the following described land and interests in land, estates, easements, tenements, rights, improvements, property, fixtures, machinery and equipment:

A. The land described in Exhibit A hereto (the "Land");

B. The buildings and improvements now or hereafter erected on the Land and any alterations thereto (collectively, the "Improvements");

C. All fixtures, attachments, appliances, equipment, machinery, building materials and supplies, and other tangible personal property, now or hereafter attached to said Improvements or now or at any time hereafter located on the Land and/or Improvements including, but not limited to, furnaces, boilers, oil burners, piping, plumbing, refrigeration, air conditioning and sprinkler systems, elevators, motors, dynamos and all other equipment and machinery, appliances, fittings and fixtures of every kind located in or used in the operation of the Improvements, structures or buildings located on the Land, together with any and all replacements or substitutions thereof and additions thereto (hereinafter sometimes collectively referred to as the "Equipment");

TOGETHER with all appurtenant rights and easements, rights of way, and other rights appurtenant to the use and enjoyment of or used in connection with the Land and/or the Improvements;

TOGETHER with (1) all streets, roads and public places (whether open or proposed) now or hereafter adjoining or otherwise providing access to the Land, (2) the land lying in the bed of such streets, roads and public places, and (3) all other sidewalks, alleys, ways, passages, vaults, water courses, strips and gores of land now or hereafter adjoining or used or intended to be used in connection with all or any part of the Land;

TOGETHER with all of the Mortgagor's right, title and interest in, to and under leasehold estates and in any or other agreements, relating to the use and occupancy of the Land and/or the Improvements or any portion thereof;

TOGETHER with all rents, receipts, issues and profits of the Mortgaged Property (collectively, "Rents");

TOGETHER with, to the extent assignable, all of the Mortgagor's right, title and interest now owned or hereafter acquired in and to the permits, licenses and rights in and to the use, occupation and operation of the Land and the Improvements, any business conducted thereon or therein and any part thereof;

TOGETHER with all of the Mortgagor's right, title and interest in and to any and all of the real estate tax refunds payable to the Mortgagor with respect to the Land or the Improvements, and refunds, credits or reimbursements payable with respect to bonds, escrow accounts or other sums payable in connection with the use, development, or ownership of the Land or Improvements;

TOGETHER with all the right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which the Mortgagor now has or may hereafter acquire in the Mortgaged Property, and any and all awards made for the taking by eminent domain, or by any proceedings or purchase in lieu thereof, of the whole or any part of the Mortgaged Property;

TOGETHER with all of the Mortgagor's right, title and interest and estate in and to any zoning lot agreements and air rights and development rights which may be vested in the Mortgagor under or pursuant thereto, together with any additional air rights or development rights which have been or may hereafter be conveyed to or become vested in the Mortgagor (collectively, the "Air Rights");

TOGETHER with all of the Mortgagor's right, title and interest in and to all revenues, receipts, income, accounts, accounts receivable and other receivables derived or to be derived from the ownership and operation of the Mortgaged Property and related facilities located on the Land and all right, title and interest, if any, to all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims.

The entire estate, right, property and interest hereby conveyed to the Mortgagee may be referred to herein as the "Mortgaged Property" as well as "the Property".

AND without limiting any of the other provisions of this Mortgage, the Mortgagor expressly grants to the Mort-

gagee, as secured party, a security interest in the portion of the Mortgaged Property which is or may be subject to the Indiana Uniform Commercial Code (the "Uniform Commercial Code") provisions applicable to secured transactions, and the Mortgagee shall have, in addition to all rights and remedies provided herein, and in any other agreements made by the Mortgagor to the Mortgagee, all of the rights and remedies of a "secured party" under said Uniform Commercial Code; it being understood and agreed that the Improvements and Equipment are part and parcel of the Property appropriated to the use thereof and, whether affixed or annexed to the Land or the buildings and structures thereon or not, shall for the purposes of this Mortgage be deemed conclusively to be real estate and transferred and conveyed hereby; and the Mortgagor agrees to execute and deliver from time to time, such further instruments (including security agreements) as may be reasonably requested by the Mortgagee to confirm the lien of this Mortgage on any Improvements.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto the Mortgagee Mortgages, and to its successors and assigns forever, and the Mortgagor hereby binds itself and its successors and assigns to warrant and defend the Mortgaged Property unto the Mortgagee, its successors and assigns against the claim or claims of all persons claiming or to claim the same, or any part thereof.

AND TO PROTECT THE SECURITY OF THIS MORTGAGE, the Mortgagor, Represents, Warrants, covenants and agrees as follows:

ARTICLE I.

REPRESENTATIONS, WARRANTIES, COVENANTS
AND AGREEMENTS OF THE MORTGAGOR

1.01 Title to this Property. The Mortgagor represents and warrants (a) that it has good fee title to the Property, free and clear of any liens and encumbrances, subject to Permitted Encumbrances and Permitted Liens, and is lawfully seized and possessed of the Property; (b) that the Mortgagor has full power and authority to encumber the Property in the manner set forth herein; and (c) that there are no defenses or offsets to this Mortgage or to the Obligations which it secures. The Mortgagor shall preserve such title and the validity and priority of this Mortgage and

shall forever warrant and defend the same to the Mortgagee against the claims of all persons and parties whatsoever.

1.02 (a) Compliance with Law. The Mortgagor represents that it possesses all material certificates, licenses, authorizations, registrations, permits and/or approvals (including, without limitation, a certificate of occupancy to the extent same has been issued by the relevant governmental authority) necessary for the ownership, operation, leasing and management of the Property and the other portions of the Mortgaged Property, including, without limitation, all required environmental permits, all of which are in full force and effect and not the subject of any revocation proceeding, undisclosed amendment, release, suspension, forfeiture or the like. To the knowledge of the Mortgagor, the present and contemplated use and occupancy of the Property does not conflict with or violate any such material certificate, license, authorization, registration, permit or approval, including, without limitation, the certificate of occupancy for this Property (if one has been issued).

(b) Agreements. The Mortgagor has not entered into any contract or other agreement providing for the transfer, conveyance or encumbrance of the Property or any part thereof or interest therein except as may be permitted by the Credit Agreement.

1.03 Payment and Performance of Obligations. The Mortgagor shall pay all of the Obligations when due and without offset or counterclaim, with costs of collection and attorneys' fees and without relief from applicable valuation and appraisal laws, and shall observe and comply in all respects with all of the terms, provisions, conditions, covenants and agreements to be observed and performed by it under this Mortgage, the other Credit Documents to which it is a party and the Interest Rate Protection Agreements (collectively, the "Financing Documents").

1.04 Maintenance, Repair, Alterations, Etc. The Mortgagor will keep and maintain the Property in accordance with the standards set forth in Section 8.03 of the Credit Agreement. The Mortgagor will comply with all applicable statutes, regulations and orders of and all applicable restrictions imposed by, all governmental bodies, domestic and foreign (collectively, a "Law") now or hereafter affecting this Property or any part thereof or the use thereof or requiring any alterations or improvements, except such non-compliances as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

1.05 Required Insurance. The Mortgagor will, at its expense, at all times provide, maintain and keep in force policies of property, hazard and liability insurance in accordance with Section 8.03 of the Credit Agreement and with respect to the Property, together with statutory workers' compensation insurance with respect to any work to be performed on or about the Property.

1.06 Policy Provisions, Etc. (a) Each policy of insurance maintained by the Mortgagor pursuant to Section 1.05 hereof with respect to the Property shall contain the respective provisions set forth in Section 8.03 of the Credit Agreement.

(b) The Mortgagor shall pay as and when the same become due and payable the premiums for all insurance policies that the Mortgagor is required to maintain hereunder, and all such policies shall be nonassessable. The Mortgagor will deliver to the Mortgagee concurrently herewith original certificates or certified copies setting forth in reasonable detail the terms (including, without limitation, any applicable notice requirements) of all insurance policies that the Mortgagor is required to maintain hereunder.

(c) Prior to the expiration, termination or cancellation of any insurance policy which the Mortgagor is required to maintain hereunder, the Mortgagor shall obtain a replacement policy or policies (or a binding commitment for such replacement policy or policies), which shall be effective no later than the date of the expiration, termination or cancellation of the previous policy, and shall deliver to the Mortgagee an original certificate or certified copy which complies with the requirements of Section 1.06(a) hereof, or a copy of a binding commitment for such policy or policies. The Mortgagor shall also provide to the Mortgagee originals of such policies as soon as reasonably possible after the Mortgagee's request therefor.

(d) All insurers shall be authorized to issue insurance in the State in which this Property is located, and all insurers and reinsurers shall have the A.M. Best rating of no less than B+ and a financial size rating of XII in the current edition of Best Insurance Reports or such other ratings as shall be approved by the Required Banks.

1.07 Insurance Proceeds. The Mortgagor shall give prompt written notice to the Mortgagee of the occurrence of any damage to or destruction of the Improvements (which term as used in this Section 1.07 shall include Equipment) in

excess of \$250,000. All insurance proceeds shall be applied in accordance with Section 4.02(g)(i) of the Credit Agreement.

1.08 Indemnification; Subrogation; Waiver of Offset. (a) The Mortgagor agrees to indemnify, reimburse and hold the Mortgagee, each other Secured Creditor and their respective successors, assigns, employees, agents and servants (hereinafter in this Section 1.08 referred to individually as "Indemnitee," and collectively as "Indemnitees") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, losses, demands, actions, suits, judgments and any and all costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section 1.08 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Mortgage, or any other document executed in connection herewith or in any other way connected with the enforcement of any of the terms of, or the preservation of any rights hereunder, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Property (including, without limitation, latent or other defects, whether or not discoverable), any contract claim or, to the maximum extent permitted under applicable law, the violation of the laws of any country, state or other governmental body or unit, or any tort (including, without limitation, claims arising or imposed under the doctrine of strict liability, or for or on account of injury to or the death of any Person (including any Indemnitee), or property damage); provided that no Indemnitee shall be indemnified pursuant to this Section 1.08(a) for expenses to the extent caused by the negligence or willful misconduct of such Indemnitee. The Mortgagor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the Mortgagor shall at the request of such Indemnitee assume full responsibility for the defense thereof. Each Indemnitee agrees to use its best efforts to promptly notify the Mortgagor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 1.08(a) hereof, the Mortgagor agrees to pay, or reimburse the Mortgagee for any and all fees, costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Mortgagee's Liens on, and

security interest in, the Property, including, without limitation, all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Property, premiums for insurance with respect to the Property and all other fees, costs and expenses in connection with protecting, maintaining or preserving the Property and the Mortgagee's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Property.

(c) Without limiting the application of Section 1.08(a) or (b) hereof, the Mortgagor agrees to pay, indemnify and hold each Indemnitee harmless from and against any loss, costs, damages and expenses which such Indemnitee may suffer, expend or incur directly resulting from any misrepresentation by the Mortgagor in this Mortgage or in any writing contemplated by or made or delivered pursuant to or in connection with this Mortgage.

(d) If and to the extent that the obligations of the Mortgagor under this Section 1.08 are unenforceable for any reason, the Mortgagor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

(e) All sums payable by the Mortgagor hereunder shall be paid without counterclaim, set-off, or deduction and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Mortgagor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage or any condemnation of the Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Mortgagee, or the Mortgagor, or any action taken with respect to this Mortgage by any agent or receiver of the Mortgagee; (v) any claim which the Mortgagor has or might have against the Mortgagee; (vi) any default or failure on the part of the Mortgagee to perform or comply with any of the terms hereof or of any other Financing Documents; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Mortgagor shall have notice or knowledge of any of the fore-

going. The Mortgagor waives, to the extent permitted by law, all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any of the Obligations.

(f) Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Obligations secured by the Property. The indemnity obligations of the Mortgagor contained in this Section 1.08 shall continue in full force and effect notwithstanding the full payment of all the notes issued under the Credit Agreement, the termination of all Interest Rate Protection Agreements and the payment of all other Obligations and notwithstanding the discharge thereof.

1.09 Impositions. (a) Subject to the provisions of Section 1.20 hereof, the Mortgagor will pay or cause to be paid prior to delinquency all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon any of the Property, or arising in respect of the operation, occupancy, use or possession thereof (all of which taxes, assessments and other governmental or non-governmental charges of like or different nature are hereinafter referred to as "Impositions"); provided, however, that if, by Law, any such Imposition is payable, or may at the option of the payer be paid, in installments, the Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same may become due.

(b) If under the provisions of any Law now or hereafter in effect there shall be assessed or imposed: (i) a tax or assessment on the Property in lieu of or in addition to the Impositions payable by the Mortgagor pursuant to subparagraph (a) of this Section 1.09, or (ii) a license fee, tax or assessment imposed on the Mortgagee and measured by or based in whole or in part upon the amount of the outstanding Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) of this Section 1.09, and the Mortgagor shall pay and discharge or cause to be paid and discharged the same as herein provided or shall reimburse or otherwise compensate the Mortgagee for the payment thereof.

(c) The Mortgagor covenants to furnish to the Mortgagee, promptly following the Mortgagee's request, official receipts of the appropriate taxing or other authority,

or other proof reasonably satisfactory to the Mortgagee, evidencing the payment of Impositions.

(d) The Mortgagor will pay all taxes, charges, filing, recording taxes, registration and recording fees, excises and levies imposed in connection with the recording of this Mortgage or imposed upon the Mortgagee by reason of its ownership of this Mortgage, and shall pay any and all stamp taxes and other taxes required to be paid on any of the Obligations except as otherwise provided in Section 4.04 of the Credit Agreement. In the event the Mortgagor fails to make any such payment within thirty (30) days after written notice thereof from the Mortgagee, then the Mortgagee shall have the right, but shall not be obligated to, pay the amount due and the Mortgagor shall, on demand, reimburse the Mortgagee for said amount. If the Mortgagor shall fail to reimburse any amounts paid by the Mortgagee within five (5) Business Days of receipt by the Mortgagor of such amounts the payment thereof of all such amounts shall thereafter bear interest at the rate of interest set forth in Section 1.08(d) of the Credit Agreement in respect of Revolving Loans that are maintained as Base Rate Loans and shall constitute Obligations hereunder and be secured hereby.

(e) The Mortgagor covenants to furnish to the Mortgagee, within twenty (20) days after the request by Mortgagee, official receipts of the appropriate taxing or other authority, or other proof reasonably satisfactory to the Mortgagee, evidencing the payment of the applicable item described in subsection 1.09(d) hereinabove.

1.10 Utilities. The Mortgagor will pay when due all utility charges which are incurred by the Mortgagor for the benefit of the Property or which may become a charge or lien against the Property for gas, electricity, steam, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Property whether or not such taxes, assessments or charges are liens thereon.

1.11 Actions Affecting this Property. The Mortgagor will appear in and contest any action or proceeding brought by any third parties unrelated to the Mortgagee purporting to affect the security hereof or the rights or powers of the Mortgagee hereunder; and the Mortgagor will pay all costs and expenses incurred by the Mortgagor, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding. The Mortgagor shall give the

Mortgagee prompt notice in writing of any such action or proceeding.

1.12 Condemnation. Should the Property or any part thereof or interest therein be taken or damaged by reason of any public improvements or condemnation proceeding or in any other similar manner ("Condemnation"), or should the Mortgagor receive any notice thereof, the Mortgagor shall give prompt written notice thereof to the Mortgagee. All compensation, awards, damages and proceeds received in respect of any Condemnation shall be applied in accordance with Section 4.02(g) (i) of the Credit Agreement.

1.13 Additional Security. In the event the Mortgagee at any time holds additional security for any of the Obligations, it may enforce, sell or otherwise realize upon the same, at its option, either before or concurrently herewith or after enforcing its remedies hereunder, to the extent permitted by applicable law.

1.14 Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds the parties hereto, the Secured Creditors and their respective successors and assigns.

1.15 Inspections. The Mortgagor hereby authorizes the Mortgagee, its agents, representatives or workmen, upon reasonable prior notice to Mortgagor, (i) to visit and inspect any of the Property or any portion(s) thereof, at such reasonable times and intervals to such reasonable extent as the Mortgagee may reasonably request, (ii) to discuss with employees of the Mortgagor the affairs, finances and accounts of the Property, and (iii) verify the amount, quantity, quality, value and/or condition of, or any other matter relating to, the Property, all at such reasonable times and as often as the Mortgagee may reasonably request.

1.16 Transfers. Except as otherwise permitted in accordance with the terms of the Credit Agreement, no part of the Property or of any legal or beneficial interest in the Property shall be sold, assigned, conveyed, transferred or otherwise disposed of (whether voluntarily or involuntarily, directly or indirectly, by sale of stock or any interest in the Mortgagor, or by operation of law or otherwise).

1.17 Secured by Liens. Except as otherwise provided in the Credit Agreement, the Mortgagor shall not create, incur or suffer to exist, or cause to be created, incurred or suffered to exist, directly or indirectly Liens

(other than Permitted Liens) against the Property or any part thereof or any rents or income arising therefrom.

1.18 Environmental Protection Matters. The Mortgagor shall comply with the provisions of the Credit Agreement relating to environmental matters, including, but not limited to, Sections 7.19, 8.01(i) and 8.06 of the Credit Agreement, which provisions are incorporated herein by reference. To the best of Mortgagor's knowledge, after diligent inquiry and investigation, none of the Mortgaged Property is within the definition of the term "property" as such term is used in the Indiana Responsible Property Transfer Law ("IRPTL") (IC 13-25-3-1 et seq.) and the transaction evidenced by this Mortgage is not subject to the provisions of said act. The term "property" is defined at IC 13-11-2-174 of the IRPTL. Mortgagor shall not allow any of the Mortgaged Property to become subject to or constitute "property" subject to IRPTL.

1.19 Actions by the Mortgagee to Preserve this Property. If an Event of Default shall have occurred and be continuing, the Mortgagee may (but shall not be obligated to) pay or perform the obligations in the same manner and to such extent as it may deem necessary in its sole discretion. In connection therewith, without limiting its general powers, the Mortgagee shall have and is hereby given the right, but not the obligation: (a) to enter upon and take possession of the Property; (b) to make additions, alterations, repairs and improvements to the Property which are reasonably necessary or proper to keep the Property in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of the Mortgagee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which may affect the security of this Mortgage or be prior or superior hereto; and (e) in exercising such powers, to pay all necessary expenses, including the reasonable fees and expenses of counsel or other necessary or desirable consultants. The Mortgagor shall, immediately upon demand therefor by the Mortgagee, pay or reimburse the Mortgagee for all reasonable costs and expenses incurred by the Mortgagee in connection with the exercise by the Mortgagee of the foregoing rights, including, without limitation, cost of evidence of title, court costs, appraisal costs, surveys and reasonable attorneys' fees. In the event this Mortgage is placed in the hands of an attorney for the collection of any sum secured hereby, the Mortgagor agrees to pay on demand all reasonable costs of collection, including attorneys' fees, incurred by the Mortgagee, either with or without the insti-

tution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. If the Mortgagor shall fail to reimburse any amounts paid by the Mortgagee within five (5) Business Days after notice of payment thereof to the Mortgagor, all such amounts shall thereafter bear interest at the rate set forth in Section 1.08(d) of the Credit Agreement and shall constitute Obligations hereunder and be secured hereby.

1.20 Permitted Contests. Notwithstanding anything to the contrary contained in this Mortgage, the Mortgagor at its expense may contest (after prior written notice to the Mortgagee if the contested amount is in excess of \$500,000) by appropriate legal, administrative or other proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any Imposition or lien therefor or any Law or the application of any instrument of record affecting the Property or any part thereof or any claims of mechanics, materialmen, suppliers or vendors and Lien therefor, or any utility charges and lien therefor, and may withhold payment of the same pending such proceedings if permitted by Law; provided that (a) in the case of any Impositions or lien therefor or any claims of mechanics, materialmen, suppliers or vendors and lien therefor, such proceedings shall suspend the collection therefor from the Mortgagee and the Property, (b) neither the Property nor any part thereof or interest therein will be sold, forfeited or lost if the Mortgagor pays the amount or satisfies the condition being contested, and the Mortgagor would have the opportunity to do so in the event of the Mortgagor's failure to prevail in the contest, (c) the Mortgagee shall not, by virtue of such permitted contest, be in any danger of any criminal liability, or any civil liability for which the Mortgagor has not furnished security as provided in clause (d) below, and neither the Property nor any interest therein would be subject to the imposition of any lien which would have priority over the lien of this Mortgage for which the Mortgagor has not furnished security as provided in clause (d) below, and (d) the Mortgagor shall have established on its books in accordance with United States generally accepted accounting principles a sufficient reserve to discharge such Imposition or lien or claim or other security as reasonably requested by and reasonably satisfactory to the Mortgagee if so required pursuant to clause (c) above or if the failure to comply with such Imposition or Law will result in a lien or charge against the Property in excess of \$250,000 or the Mortgagee would be in danger of any civil liability.

1.21 Continued Occupancy. If at any time the then existing use or occupancy of any part of the Property shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue or so long as any portion of the Obligations remain unpaid, the Mortgagor will not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee. The Mortgagor shall promptly notify the Mortgagee of any anticipated or proposed change in the zoning for the Property or any portion thereof or any other property with respect to which a change in zoning would affect the zoning of, or the Mortgagor's use and enjoyment of, the Property or any part thereof. The Mortgagee shall have the right to participate in any judicial, administrative or other proceeding with respect to or in any way affecting the Property (including, without limitation, any proceeding relating to zoning or environmental matters).

1.22 The Credit Agreement. This Mortgage is made pursuant to the Credit Agreement, and this Mortgage is subject to all of the provisions of the Credit Agreement including, without limitation, the provisions of the Credit Agreement entitling the Mortgagee, the Banks and/or the other Secured Creditors to declare the respective indebtedness secured hereby to be immediately due and payable, as the case may be, all of which provisions are incorporated herein with the same force and with like effect as if they were fully set forth herein at length and made a part hereof. In the event of a conflict between any of the provisions of the Credit Agreement and any of the provisions of this Mortgage, the provisions of the Credit Agreement shall control, except for the governing law provision contained in Section 6.1 hereof.

1.23 Brokers. The Mortgagor represents and warrants that it has not dealt with any broker in connection with this transaction and that it knows of no other Person who is entitled to a commission in connection with this transaction. The Mortgagor hereby agrees to indemnify, defend and hold the Indemnitees harmless from and against any and all claims, liabilities, damages, demands, costs, expenses (including, without limitation, the costs and expenses of defending or settling any such claims and all attorneys' fees and disbursements) or causes of action arising out of a breach of the representations, warranties or agreements contained in this Section 1.23. The representations, warranties and agreements contained in this Section 1.23 shall survive repayment of the Obligations and discharge of this Mortgage.

1.24 Recordation of Mortgage and Financing Statements. The Mortgagor will execute, acknowledge and deliver any financing statements, continuation statements and other instruments in addition or supplemental hereto, including, without limitation, contracts, licenses and permits affecting the Property, which may be necessary or reasonably requested by the Mortgagee from time to time in order to perfect and maintain the validity and effectiveness of this Mortgage and the lien and security thereof to the Mortgagee and in such manner and places and within such times, in each case as is commercially reasonable and as may be necessary or appropriate to accomplish such purposes and to preserve and protect the rights and remedies of the Mortgagee. The Mortgagor or its agents will furnish reasonably satisfactory evidence of every such recording, filing and registration to the Mortgagee. The Mortgagor hereby appoints the Mortgagee as its true and lawful attorney-in-fact to file, with the Mortgagor's signature, or without Mortgagor's signature in the state and county where the Property is located and any other jurisdiction in which such filing may lawfully and effectively be made without the Mortgagor's signature, any and all Uniform Commercial Code financing and continuation statements which the Mortgagee may reasonably deem necessary or appropriate to file with respect to this Mortgage.

1.25 After Acquired Property Interests. All right, title and interest of the Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, hereafter acquired by, or released to, the Mortgagor or constructed, assembled or placed by the Mortgagor on the Land, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clause hereof, but at all times the Mortgagor shall execute and deliver to the Mortgagee all such other assurances, mortgages conveyances or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage. The Mortgagor hereby irrevocably authorizes and appoints the Mortgagee the agent and attorney-in-fact of Mortgagor to execute all such documents and instruments on behalf of the Mortgagor, which appointment shall be deemed to be coupled with an interest, if the Mortgagor fails or refuses to do so

within ten (10) days after a request therefor by the Mortgagee.

1.26 Zoning and Title Matters. The Mortgagor will not, without the prior written consent of the Mortgagee, which will not be unreasonably withheld so long as the Property is not adversely affected, (a) initiate, join in, consent to or support any zoning reclassification of the Property, seek any variance under existing zoning ordinances applicable to the Property or use or permit the use of the Property in a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances, (b) impose any restrictive covenants or encumbrances upon the Property which has a material adverse effect on the Property, execute or file any subdivision plat affecting the Property or consent to the annexation of the Property to any municipality, or (c) permit or allow the Property to be used by the public or any person in such manner which serves as the basis for a claim of adverse usage or possession or of any implied dedication or easement by prescription.

1.27 Changes to Mortgage or Related Loan Documents. If the Obligations or any part thereof are extended or varied or if any part of the security is released, all persons now or at any time hereafter liable therefor, or whose consent to this Mortgage was obtained, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse, if any, against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release. Any person or entity taking a junior mortgage or other lien upon the Property or any interest therein, shall take said lien subject to the rights of the Mortgagee to amend, modify, and supplement, restate and consolidate this Mortgage and/or the other Financing Documents and to impose additional fees and other charges, and to extend the maturity of said indebtedness, and to grant partial releases of the lien of this Mortgage, in each and every case without obtaining the consent of the holder of such lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien. Nothing contained in this Section shall be construed as waiving any provision contained herein which provides, among other things, that it shall constitute an Event of Default if the Property be sold, conveyed, or encumbered unless permitted by this Mortgage and/or the other Financing Documents.

ARTICLE II.

SECURITY AGREEMENT

2.01 Creation of Security Interest. The Mortgagor, as debtor, hereby grants to the Mortgagee, as secured party, a security interest in, and lien on, all of the Mortgagor's right, title and interest in and to the following property whether now owned or hereafter acquired (collectively, the "Secured Property"):

(a) All general intangibles, contract rights, accounts and proceeds arising from all insurance policies required to be maintained by the Mortgagor hereunder;

(b) All proceeds of any judgment, award or settlement in any condemnation or eminent domain proceeding, together with all general intangibles, contract rights and accounts arising therefrom;

(c) All of the Equipment which constitutes personal property and all other personal property described in the granting clauses hereof and all replacements, substitutes and additions thereto and any proceeds therefrom;

(d) All service contracts now or hereafter in effect relating to the operation of the Property;

(e) Any other agreements now or hereafter in effect relating to the construction, repair, alteration or leasing of the Improvements or operation of the Property, including any distributions, damages and amounts payable to the Mortgagor thereunder;

(f) All amendments, supplements, additions, substitutions, replacements and renewals to any of the aforesaid agreements;

(g) All permits, consents and other governmental approvals in connection with the construction of the Improvements or the operation of the Property, to the extent any of the same may be assigned, transferred, pledged or subjected to a security interest;

(h) All plans and specifications, studies, tests or design materials relating to the design, construction, repair, alteration or leasing of this Property, to the extent any of the same may be assigned, transferred, pledged or subjected to a security interest;

(i) All tangible personal property of the Mortgagor, whether now owned or existing or hereafter acquired or arising, in which the Mortgagor may have an interest and which is used or is intended to be used in the construction, repair, alteration or leasing of the Improvements or operation of the Property and which is of a type which may be subjected to a security interest under the Code as defined hereinbelow;

(j) Proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property or any portion thereof (including any claims or demands of the Mortgagor with respect to the same) , which the Mortgagor has or may hereafter acquire, and any and all awards made for the taking by eminent domain or condemnation, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets or for severance damage;

(k) Any fixture which constitutes a part of the Property, and all replacements, substitutions and additions thereto; and

(l) All cash and non-cash proceeds of the above-mentioned items.

The security interests and liens described in clauses (a) through (l) above also shall secure all of the obligations.

2.02 Representations, Warranties and Covenants of the Mortgagor. The Mortgagor hereby warrants, represents and covenants as follows:

(a) The Mortgagor's interest in the Secured Property is, and as to all the Secured Property acquired after the date hereof, will be, free from any lien, security interest, encumbrance or claim thereon of any kind whatsoever (other than Permitted Encumbrances and Permitted Liens). The Mortgagor will notify the Mortgagee of, and will defend the Secured Property against, all claims and demands of all persons at any time claiming the Secured Property or any interest therein other than such interests as are permitted herein, or in the Credit Agreement.

(b) The Secured Property is not used or bought for personal, family or household purposes.

(c) Subject to the terms of the Credit Agreement and the U.S. Security Agreement, the Secured Property will be kept on or at the Property and the Mortgagor will not remove any portion or item of Secured Property affixed or attached to the Property without the prior written consent of the Mortgagee.

(d) The Mortgagor maintains a place of business at the address of the Mortgagor set forth on the first page of this Mortgage and the Mortgagor will immediately notify the Mortgagee in writing of any change in its place of business.

(e) The address of the Mortgagee from which information concerning the security interest granted hereby may be obtained is the address of the Mortgagee set forth on the first page of this Mortgage, and the mailing address of the Mortgagor is the address of the Mortgagor set forth on such first page.

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(f) The Mortgagor shall cause all financing and continuation statements and other instruments with respect to the Secured Property at all times to be kept recorded, filed or registered in such manner and in such places as may be required by law fully to evidence, perfect, secure and preserve the interests of the Mortgagee in the Secured Property, and shall pay all recording, filing or registration fees in connection therewith. At the request of the Mortgagee, the Mortgagor will join the Mortgagee in executing one or more financing statements and renewals, continuation statements and amendments thereof pursuant to the Uniform Commercial Code in form satisfactory to the Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Mortgagee to be necessary or desirable. Without limiting the foregoing, the Mortgagor hereby irrevocably appoints the Mortgagee its attorney-in-fact to execute, deliver and file such instruments for or on behalf of the Mortgagor upon the failure of the Mortgagor to do so within a reasonable time after demand, and the Mortgagor will pay the cost of any such filing.

(g) This Mortgage constitutes a Security Agreement, Fixture Filing and Financing Statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in, among other places, the real estate records of Lake County and, for purposes of the Uniform Commercial Code, the following information is included:

(i) The name and address of the record owner of the real estate described in this instrument is:

Adience, Inc.

27 Noblestown Road
Carnegie, PA 15101

(ii) The name and address of the Debtor is:

Adience, Inc.

27 Noblestown Road
Carnegie, PA 15101

(iii) The name and address of the Secured Party is:

Bankers Trust Company
One Bankers Trust Plaza
130 Liberty Street
New York, New York 10006

(iv) Information concerning the security interest evidence by this instrument may be obtained from the Secured Party at its address above.

(v) This document covers goods which are or are to become fixtures.

2.03 Survival of Security Agreement. Notwithstanding any release of any or all of the property included in the Mortgaged Property which is deemed "real property", or any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby and referred to above until the repayment or satisfaction in full of the Obligations.

2.04 Election of Remedies. If an Event of Default shall occur under this Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option pursuant to IC 26-1-9-501 of either (i) proceeding under the Uniform Commercial Code and exercising such rights and remedies as may be provided to a secured party by the Uniform Commercial Code with respect to all or any portion of the Mortgaged Property which is Secured Property (including, without limitation, taking possession of and selling such Secured Property) or (ii) treating such

property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the Uniform Commercial Code shall not apply). The parties agree that fifteen (15) days' notice of the sale shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, attorneys' fees and legal expenses incurred by the Mortgagee.

ARTICLE III.

ASSIGNMENT OF LEASES, RENTS AND PROFITS

3.01 Assignment. To further secure the Obligations, the Mortgagor hereby sells, assigns and transfers unto the Mortgagee all the Rents now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagor or by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to the Mortgagee and not merely the passing of a security interest. The Mortgagor hereby irrevocably appoints the Mortgagee its true and lawful attorney in its name, place and stead (with or without taking possession of the Property as provided in Section 4.02(a) hereof) to rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms as the Mortgagee shall, in its discretion, determine, and to collect all of said Rents arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession pursuant to the provisions of Section 4.02(a) hereof. The Mortgagor represents and agrees that except with the prior written approval of the Mortgagee, no Rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance and that no payment of any of the Rents to accrue for any portion

of the Property (other than a de minimis amount) will be waived, released, reduced, discounted or otherwise discharged or compromised by the Mortgagor, except as may be approved in writing by the Mortgagee. As between the Mortgagor and the Mortgagee, the Mortgagor waives any rights of set-off against any person in possession of any portion of the Property. The Mortgagor agrees that it will not assign any of the Rents of the Property to any other Person. Nothing herein contained shall be construed as constituting the Mortgagee a mortgagee or trustee in possession in the absence of the taking of actual possession of the Property by the Mortgagee pursuant to Section 4.02(a) hereof. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor. The Mortgagor further agrees to assign and transfer to the Mortgagee all specific future leases upon all or any part of the Property and to execute and deliver, at the request of the Mortgagee, all such further assurances and assignments in the Property as the Mortgagee shall from time to time reasonably require. Although it is the intention of the parties that the assignment contained in this Section 3.01 shall be a present absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights or powers conferred upon it by this Section 3.01 until an Event of Default shall have occurred and be continuing under this Mortgage; provided, however, in the event a court of competent jurisdiction construes this assignment set forth in this Section 3.1 to be collateral that secures the Obligations rather than an absolute assignment, this assignment shall constitute an assignment of rents as set forth in IC 32-1-2-16.3 and thereby creates a security interest in the Rents that will be perfected upon the recording hereof.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES

4.01 Events of Default. The occurrence of any of the following specified events shall constitute an "Event of Default" hereunder:

(a) An "Event of Default" under and as defined in the Credit Agreement and shall in any event, include, without limitation, any payment default on any of the Obligations after the expiration of any applicable grace period;

(b) The Mortgagor shall default in the payment when due of any amounts owed by it hereunder to the Mortgagee or any other Person and such default shall continue unremedied for a period of five or more Business Days; or

(c) Except as otherwise provided in Section 4.01(a) and (b) above, the Mortgagor shall default in the due performance by it of any term, covenant or agreement contained in this Mortgage, and such default shall continue unremedied for a period of thirty (30) days after written notice to the Mortgagor by the Mortgagee; provided, however, that if such default is not susceptible of complete cure within such thirty (30) day period and the Mortgagor has commenced to cure within such period, no Event of Default shall be deemed to have occurred if the Mortgagor diligently and continuously prosecutes such cure to completion and (i) if in the Mortgagee's sole reasonable judgment such failure is material, such cure is completed within ninety (90) days after notice to the Mortgagor that the Mortgagee deems such failure to be material or (ii) if such cure or a partial cure is required by Law within a certain time period, such cure or such partial cure is completed within such time period or any period during which the Mortgagor in good faith contests such Law, and the Mortgagor provides the Mortgagee with a bond, if required by law or requested by the Mortgagee, or other collateral in an amount sufficient to assure the cure and to pay any damages resulting from the delay caused by such contest, or (iii) if in the Mortgagee's reasonable judgment such cure or a partial cure may be required to be completed in a shorter period in order to prevent imminent risk of material damage to property or imminent risk of danger to health and safety as specified in a notice from the Mortgagee to the Mortgagor, solely that portion of such cure necessary to eliminate such risks is completed within such shorter period.

4.02 Remedies Upon Default. If an Event of Default shall occur and be continuing, the Mortgagee may:

(a) either in person or by agent with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property or any part thereof, in its own name or in the name of the Mortgagor, and do or cause to be done any acts which it deems necessary or desirable to preserve

the value of the Property or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, make, cancel or modify leases and sue for or otherwise collect the Rents thereof, including those past due and unpaid, and apply the same, less costs of operation and collection, including reasonable attorney's fees, to the payment of the Obligations in accordance with the U.S. Security Agreement. The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid, shall not, by itself, cure or waive any Event of Default or notice of default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of Rents, the Mortgagee shall be entitled to exercise every right provided for herein or in the Credit Agreement, or at law or in equity upon the occurrence of any Event of Default;

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(b) commence and maintain one or more actions at law or in equity or by any other appropriate remedy (i) to protect and enforce the Mortgagee's rights, whether for the specific performance of any covenant or agreement herein contained (which covenants and agreements the Mortgagor agrees shall be specifically enforceable by injunctive or other appropriate equitable remedy), (ii) to collect any sum then due hereunder, (iii) to aid the execution of any power herein granted, (iv) to foreclose this Mortgage, without prejudice to the right of the Mortgagee thereafter to pursue and enforce any other appropriate remedy against the Mortgagor; or (v) to apply for the appointment of a receiver or receivers of the Property.

(c) exercise any or all of the remedies available to a secured party under the Uniform Commercial Code;

(d) by notice to the Mortgagor (to the extent such notice is required to be given under the Credit Agreement), but without formal demand, presentment, notice of intention to accelerate or of acceleration, protest or notice of protest, all of which are hereby waived by the Mortgagor, accelerate payment of and declare all of the indebtedness secured hereby to be immediately due and payable, and upon such declaration all of such indebtedness shall become and be immediately

due and payable, anything in this Mortgage or the other Credit Documents to the contrary notwithstanding; and

(e) exercise any other right or remedy available to the Mortgagee under the Credit Agreement, the other Credit Documents or otherwise available at law or in equity.

4.03 Right of Foreclosure. If an Event of Default shall occur and be continuing, the Mortgagee shall have the right, at its option, to proceed at law or in equity to foreclose this Mortgage with respect to all or any portion of the Property, any statute or rule of law at any time existing to the contrary notwithstanding. The Mortgagee may, to the extent permitted by law, adjourn from time to time any sale by it to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by an applicable provision of law, the Mortgagee may make such sale at the time and place to which the same shall be so adjourned. To the extent permitted by law, any such sale or sales made under or by virtue of this Article IV shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under the Mortgagor. Upon any sale made under or by virtue of this Article IV, the Mortgagee may, to the extent permitted by law, bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Obligations secured hereby the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Mortgagee is authorized to deduct by law or under this Mortgage.

4.04 Sale of Premises Pursuant to Foreclosure. In case of a sale pursuant to a foreclosure of this Mortgage, the Mortgaged Property, whether real, personal or mixed, may be sold for cash or credit as an entirety or in parcels, by one sale or by several sales held at one time or at different times, all as the Mortgagee, in its unrestricted discretion, may elect, and the Mortgagor, for and on behalf of itself and all persons claiming by, through or under the Mortgagor, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure sale. Any such sale shall bind the Mortgagor, shall

operate to divest all right, title and interest whatsoever, either at law or in equity, of the Mortgagor in and to the property sold, and shall be a perpetual bar, both at law and in equity, against the Mortgagor and its successors and assigns, and against any and all persons claiming through or under the Mortgagor. The proceeds of any sale made under or by virtue of this Article IV, together with any other sums which then may be held by the Mortgagee under this Mortgage, whether under the provisions of this Article or otherwise, shall be applied to the payment of the Obligations in accordance with the U.S. Security Agreement.

4.05 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee as a matter of strict right and without notice to the Mortgagor or anyone claiming under the Mortgagor, and without regard to the adequacy or the then value of the Property or the interest of the Mortgagor therein or the solvency of any party bound for payment of the Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and the Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual rights, powers and duties of receivers in like or similar cases and all the rights, powers and duties of the Mortgagee in case of entry as provided in subparagraph 4.02(a) hereof and shall continue as such and exercise all such powers until the date of confirmation of sale of this Property unless such receivership is sooner terminated.

4.06 Remedies Not Exclusive. The Mortgagee shall be entitled to enforce payment and performance of any Obligations secured hereby and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, notwithstanding that some or all of the said Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, security deed, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the powers herein contained, shall prejudice or in any manner affect the Mortgagee's right to realize upon or enforce any other security now or hereafter held by the Mortgagee, it being agreed that the Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by the Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy

herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy to which the Mortgagee is entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by the Mortgagee, and the Mortgagee may pursue inconsistent remedies, to the extent permitted by applicable law.

4.07 WAIVER OF REDEMPTION, NOTICE, MARSHALLING, ETC. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, TO THE EXTENT PERMITTED BY LAW, THE MORTGAGOR: (A) HEREBY WAIVES TRIAL BY JURY; (B) WILL NOT (I) AT ANY TIME INSIST UPON, OR PLEAD, OR IN ANY MANNER WHATEVER, CLAIM OR TAKE ANY BENEFIT OR ADVANTAGE OF ANY STAY OR EXTENSION OR MORATORIUM LAW, HOMESTEAD AND ALL OTHER EXEMPTIONS FROM EXECUTION OR SALE OF THE PROPERTY OR ANY PART THEREOF, WHEREVER ENACTED, NOW OR AT ANY TIME HEREAFTER IN FORCE, WHICH MAY AFFECT THE COVENANTS AND TERMS OF PERFORMANCE OF THIS MORTGAGE, NOR (II) CLAIM, TAKE OR INSIST UPON ANY BENEFIT OR ADVANTAGE OR ANY LAW NOW OR HEREAFTER IN FORCE PROVIDING FOR THE VALUATION OR APPRAISAL OF THE PROPERTY OR ANY PART THEREOF, PRIOR TO ANY SALE OR SALES THEREOF WHICH MAY BE MADE PURSUANT TO ANY PROVISION HEREOF, OR PURSUANT TO THE DECREE, JUDGMENT OR ORDER OF ANY COURT OF COMPETENT JURISDICTION; NOR (III) AFTER ANY SUCH SALE OR SALES, CLAIM OR EXERCISE ANY RIGHT UNDER ANY STATUTE HERETOFORE OR HEREAFTER ENACTED TO REDEEM THE PROPERTY SO SOLD OR ANY PART THEREOF; AND (C) COVENANTS NOT TO HINDER, DELAY OR IMPEDE THE EXECUTION OF ANY POWER HEREIN GRANTED OR DELEGATED TO THE MORTGAGEE, BUT TO SUFFER AND PERMIT THE EXECUTION OF EVERY POWER AS THOUGH NO SUCH LAW OR LAWS HAD BEEN MADE OR ENACTED. THE MORTGAGOR, FOR ITSELF AND ALL WHO MAY CLAIM UNDER IT, WAIVES, TO THE EXTENT THAT IT LAWFULLY MAY, ALL RIGHT TO HAVE THE MORTGAGED PROPERTY MARSHALLED UPON ANY FORECLOSURE HEREOF. ANYTHING CONTAINED HEREIN OR IN IC 32-8-16-1.5 TO THE CONTRARY NOTWITHSTANDING, NO WAIVER MADE BY MORTGAGOR IN THIS MORTGAGE, IN THE CREDIT AGREEMENT OR IN ANY OF THE OTHER CREDIT DOCUMENTS SHALL CONSTITUTE THE CONSIDERATION FOR OR BE DEEMED TO BE A WAIVER OR RELEASE BY MORTGAGEE OR ANY JUDGMENT HOLDER OF THE OBLIGATIONS HEREBY SECURED OF THE RIGHT TO SEEK A DEFICIENCY JUDGMENT AGAINST THE MORTGAGOR OR ANY OTHER PERSON OR ENTITY WHO MAY BE PERSONALLY LIABLE FOR THE OBLIGATIONS HEREBY SECURED, WHICH RIGHT TO SEEK A DEFICIENCY JUDGMENT IS HEREBY RESERVED, PRESERVED AND RETAINED BY MORTGAGEE FOR ITS OWN BEHALF AND ITS SUCCESSORS AND ASSIGNS.

4.08 Expenses of Enforcement. In connection with any action to enforce any remedy of the Mortgagee under this Mortgage, the Mortgagor agrees to pay all expenditures and expenses which may be paid or incurred by or on behalf of the Mortgagee including, without limitation, reasonable attorneys' fees, receiver's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title and value as the Mortgagee may deem reasonably necessary, and neither the Mortgagee nor any other person shall be required to accept tender of any portion of the indebtedness then secured hereby unless the same be accompanied by a tender of all such expenses, costs and commissions. All expenditures and expenses of the nature in this Section 4.08 mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by the Mortgagee in any litigation or proceeding, including appellate proceedings, affecting this Mortgage or the Property (including, without limitation, the occupancy thereof or any construction work performed thereon), including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding whether or not an action is actually commenced, shall be immediately due and payable by the Mortgagor, with interest thereon at the rate of interest set forth in Section 1.08(d) of the Credit Agreement and shall be part of the indebtedness secured by this Mortgage.

4.09 Remedies Enforceable at Time of Enforcement. Any provision in this Mortgage to the contrary notwithstanding, to the extent applicable laws may limit (i) the availability of the exercise of any remedies set forth in this Article IV, including, without limitation, the remedies involving a power of sale on the part of Mortgagee or the right of the Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage or the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable if, and to the extent, permitted by the laws in force at the time of exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage.

ARTICLE V.

ADDITIONAL COLLATERAL

5.01 Additional Collateral. (a) The Mortgagor acknowledges and agrees that the Obligations are secured by the Property and various other collateral including, without limitation, at the time of execution of this Mortgage certain personal property of the Mortgagor and other parties described in the Credit Documents. The Mortgagor specifically acknowledges and agrees that the Property, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Obligations. Accordingly, the Mortgagor acknowledges that it is in the Mortgagor's contemplation that the other collateral pledged to secure the Obligations may be pursued by the Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that the Mortgagor and other parties liable for payment of the Obligations will remain liable for any deficiency judgments in addition to any amounts the Mortgagee may realize on sales of other property or any other collateral given as security for the Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Indebtedness evidencing the Obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding. It is the further intent and understanding of the parties that the Mortgagee, following an Event of Default, may pursue all of its collateral with the Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which the Mortgagee may obtain.

(b) The Mortgagor acknowledges and agrees that the Property and the property which may from time to time be encumbered by the other Security Documents are located in more than one state and therefore the Mortgagor waives and relinquishes any and all rights it may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers and remedies it may have under the Security Documents or the Credit Documents in any particular manner, in any particular order, or in any particular State or other jurisdiction. Furthermore, the Mortgagor acknowledges and agrees that the Mortgagee shall be allowed to enforce payment and performance of the Obligations and to exercise all rights and powers provided under this Mortgage, the other Security Documents or the other Financing Documents or any of them or under any provision of law, by one or more

proceedings, whether contemporaneous, consecutive or both in any one or more States in which the security is located. Neither the acceptance of this Mortgage, or any other Security Document or any other Financing Documents nor its enforcement in one State, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of the Security Documents or the other Financing Documents or any of them, through one or more additional proceedings, in that state or in any other State.

(c) The Mortgagor further agrees that any particular proceeding, including, without limitation, foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in the local or federal courts of any one or more States as to all or any part of the Property or the property encumbered by the Security Documents, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Property and the property encumbered by the Security Documents.

(d) The Mortgagee may resort to any other security held by the Mortgagee for the payment of the Obligations in such order and manner as the Mortgagee may elect.

(e) Notwithstanding anything contained herein to the contrary, the Mortgagee shall be under no duty to the Mortgagor or others, including, without limitation, the holder of any junior, senior or subordinate mortgage on the Property or any part thereof or on any other security held by the Mortgagee, to exercise or exhaust all or any of the rights, powers and remedies available to the Mortgagee.

ARTICLE VI.

MISCELLANEOUS

6.01 Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Indiana. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable.

6.02 Limitation on Interest. It is the intent of the Mortgagor and the Mortgagee in the execution of this Mortgage and all other instruments evidencing or securing the Obligations to contract in strict compliance with the relevant usury laws. In furtherance thereof, the Mortgagee and the Mortgagor stipulate and agree that none of the terms and provisions contained in this Mortgage shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by relevant law.

6.03 Notices. Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be in writing (including telegraphic, telex, facsimile or cable communications) and mailed, telegraphed, telexed, transmitted via facsimile, cabled or delivered: if to the Mortgagor, at 27 Nesbittstown Road, Conneyp, PA 1701, Attention: Caroline A. Conneyp, facsimile # 412-429-3449, it being understood by the Mortgagor that the failure to furnish such informational copy shall not, in any way, be deemed to vitiate or impair the effectiveness of any notice upon the Mortgagor pursuant to the terms of this Section 6.03; if to the Mortgagee, at Bankers Trust Company, 130 Liberty Street, New York, New York 10006, Attention: [Margaret Coyle], facsimile # [(212) 258-7218], or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective as provided in Section 13.03 of the Credit Agreement.

6.04 Captions. The captions or headings at the beginning of each Article and Section hereof are for the convenience of the parties and are not a part of this Mortgage.

6.05 Waiver; Amendment. (a) None of the terms and conditions of this Mortgage may be changed, waived, modified or varied in any manner whatsoever except with the prior written consent of the Required Secured Creditors.

(b) No delay on the part of the Mortgagee in exercising any of its rights, remedies, powers and privileges hereunder or partial or single exercise thereof, shall constitute a waiver thereof. No notice to or demand on the Mortgagor in any case shall entitle it to any other or further notice or demand in similar or other circumstances or constitute a waiver of any of the rights of the Mortgagee to

any other or further action in any circumstances without notice or demand.

6.06 Obligations Absolute. The obligations of the Mortgagor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Mortgagor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Mortgage or any other Financing Document; or (c) any amendment to or modification of any Financing Document or any security for any of the Obligations; whether or not the Mortgagor shall have notice or knowledge of any of the foregoing.

6.07 Further Assurances. The Mortgagor, at its own expense, will execute, acknowledge and deliver all such instruments and take all such action as may be necessary to assure to the Mortgagee the interest in the Mortgaged Property herein described and the rights intended to be provided to the Mortgagee herein.

6.08 Remedies Cumulative. Each and every right, power and remedy hereby specifically given to the Mortgagee shall be in addition to every other right, power and remedy specifically given under this Mortgage or now or hereafter existing at law or in equity, or by statute and each and every right, power and remedy whether specifically herein given or otherwise existing may be exercised from time to time or simultaneously and as often and in such order as may be deemed expedient by the Mortgagee. All such rights, powers and remedies shall be cumulative and the exercise or the beginning of exercise of one shall not be deemed a waiver of the right to exercise of any other or others. No delay or omission of the Mortgagee in the exercise of any such right, power or remedy and no renewal or extension of any of the Obligations shall impair any such right, power or remedy or shall be construed to be a waiver of any default or Event of Default or an acquiescence therein. In the event the Mortgagee shall seek to enforce its rights hereunder and shall be entitled to judgment, then in such suit the Mortgagee may recover reasonable expenses, including attorneys' fees, and the amounts thereof shall be included in such judgment.

6.09 Partial Invalidity. If any of the provisions of this Mortgage or the application thereof to any person, party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Mortgage, or the application of such provision or provisions to persons, parties or

circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Mortgage shall be valid and enforceable to the fullest extent permitted by law. Should applicable law (including the law of the state in which the Mortgaged Property is located) confer any rights or impose any duties inconsistent with or in addition to any of the provisions of this Mortgage, the affected provisions of this Mortgage shall be considered amended to conform to such applicable law, but all other provisions hereof shall remain in full force and effect without modification.

6.10 Priority. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the real estate, to the extent of the maximum amount secured hereby.

6.11 The Mortgagee as Agent for Secured Creditors; Application of Proceeds. (a) It is expressly understood and agreed that the rights and obligations of the Mortgagee as holder of this Mortgage and as collateral agent of the Secured Creditors and otherwise under this Mortgage are only those expressly set forth in this Mortgage and in the Credit Agreement. The Mortgagee shall act hereunder on the terms and conditions set forth herein and in the Credit Agreement. All proceeds received by the Mortgagee for application to the Obligations secured hereby shall be applied, except as otherwise provided herein, as set forth in the Security Agreement.

(b) It is understood that the Mortgagor shall remain liable to the extent of any deficiency between the amount of the proceeds and the remaining amount of the Obligations.

(c) The Secured Creditors agree that this Mortgage may be enforced only by the action of the Mortgagee acting upon the instructions of the Required Secured Creditors and that no other Secured Creditor shall have any right individually to seek to enforce this Mortgage or to realize upon the security to be granted hereby, it being understood and agreed that such rights and remedies may be exercised by the Mortgagee for the benefit of the Secured Creditors only upon the terms of this Mortgage and the Credit Agreement.

6.12 Full Recourse. This Mortgage is made with full recourse to the Mortgagor (including as to all assets of the Mortgagor, including the Secured Property) and pursuant

to and upon the representations, warranties, covenants and the agreements on the part of the Mortgagor contained herein, in the other Financing Documents and otherwise in writing in connection herewith or therewith.

6.13 Acknowledgment of Receipt. The Mortgagor hereby acknowledges receipt of a true copy of this Mortgage.

6.14 Release Upon Full Payment. Upon the occurrence of the Termination Date (as defined in the Security Agreement), this Mortgage shall be released of record and the Mortgagee, at the request and expense of the Mortgagor, will execute and deliver to the Mortgagor (without recourse and without representation or warranty) a proper instrument or instruments acknowledging the satisfaction and termination of this Mortgage.

6.15 Time of the Essence. Time is of the essence of this Mortgage.

6.16 Open-End Mortgage. This Mortgage is given to secure the Mortgagor's obligations under, or in respect of, the Credit Documents and the Interest Rate Agreements to which the Mortgagor is "party" and shall secure not only obligations with respect to presently existing indebtedness under the foregoing documents and agreements but also any and all other indebtedness now owing or which may hereafter be owing by the Mortgagor to the Secured Creditors, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement, whether such advances are obligatory or to be made at the option of the Banks, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and the lien of this Mortgage with respect to any future advances to a maximum principal amount of \$250,000,000, modifications, extensions, and renewals referred to herein and made from time to time, shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after the Mortgage is executed. The lien of this Mortgage shall be valid as to all indebtedness secured hereby, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. This Mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assess-

ments levied on the real estate, to the extent of the maximum amount secured hereby.

6.17 Leases. Any foreclosure of this Mortgage and any other transfer of all or any part of the Property in extinguishment of all or any part of the Obligations may, at the Mortgagee's option, be subject to any or all leases of all or any part of the Property and the rights of tenants under such leases. No failure to make any such tenant a defendant in any foreclosure proceedings or to foreclose or otherwise terminate any such lease and the rights of any such tenant in connection with any such foreclosure or transfer shall be, or be asserted to be, a defense or hindrance to any such foreclosure or transfer or to any proceedings seeking collection of all or any part of the Obligations (including, without limitation, any deficiency remaining unpaid after completion of any such foreclosure or transfer).

6.18 Suits to Protect Property. The Mortgagee is hereby irrevocably authorized, at the Mortgagee's option, to initiate and maintain any and all suits and proceedings that the Mortgagee may deem advisable, at the Mortgagor's expense (a) to prevent any impairment of the Property or of the security of this Mortgage by any unlawful acts or omissions, (b) to prevent the occurrence or continuance of any violation of this Mortgage, any other Security Document or any other Financing Documents, (c) to foreclose this Mortgage, (d) to preserve and protect the Mortgagee's interest in the Property, and (e) to restrain the enforcement of, or compliance with, any law, ordinance, rule, regulation, order, judgment, injunction or decree that may be unconstitutional or otherwise invalid, if such enforcement or compliance might (in the Mortgagee's judgment) impair the Property or the security of this Mortgage or be prejudicial to the interests of the Mortgagee.

6.19 Rules of Usage. The following rules of usage shall apply to this Mortgage unless otherwise required by the context:

1. Singular words shall connote the plural as well as the singular, and vice versa, as may be appropriate.
2. Unless otherwise indicated, references in any such document to appendices, articles, schedules, sections or exhibits are references to appendices, articles, schedules, sections or exhibits of such document.

3. The words "herein", "hereof" and "hereunder" and words of similar import appearing in each such document shall be construed to refer to such document as a whole and not to any particular section, paragraph or other subpart thereof unless expressly so stated.

4. Any headings, subheadings or table of contents used in any such document are solely for convenience of reference and shall not constitute a part of such document nor shall they affect their meaning, construction or effect.

5. References to any person shall include such person and its successors and permitted assigns.

6. Each of the parties to such documents and their counsel have reviewed and revised, or requested revisions to, such documents, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of such documents and any amendments or exhibits thereto.

7. Unless an express provision requires otherwise, each reference to "the Property" shall be deemed a reference to "the Property or any part thereof", and each reference to "Secured Property" shall be deemed a reference to "the Secured Property or any part thereof".



IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be duly executed and sealed as of the day and year first above written.

ADIENCE, INC.

By: Stewart H. Wainwright
Name: STEWART H. WAINWRIGHT
Title: Assnt Secy & Vice Pres.



STATE OF New York)
) SS:
COUNTY OF New York)

Before me, a Notary Public in and for said County and State, personally appeared STEWART H. WAHRSACER, of ADIENCE, INC., a corporation organized and existing under the laws of the State of DELAWARE, and acknowledged the execution of the foregoing instrument as such officers acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 14th day of APRIL, 1997.

EILEEN CALLAN
Notary Public, State of New York
No. 41-4794990
Qualified In Nassau County
Commission Expires Nov. 30, 1997

Eileen Callan
(signature)

My Commission Expires:



EILEEN CALLAN
(print name) Notary Public

Resident of NASSAU County

This instrument was prepared by

Jeffrey T. Temple, Esq.
JEFFREY T. TEMPLE, ESQ.
WHITE & CASE
1155 AVENUE OF AMERICAS
NEW YORK, NEW YORK 10036

DESCRIPTION OF LAND



EXHIBIT A

PARCEL I:

A part of Blocks 8 and 9 and the vacated North and South alley in Block 8, and vacated Butler Street and the vacated South 10 feet of Porter Street in said Blocks 8 and 9, being more particularly described as follows: Commencing at the NE corner of said Block 8 and running thence West along the South right-of-way line of Porter St. a distance of 584.35 feet to the NW corner of Block 9, thence South along the East right-of-way line of Thomas St. a distance of 168.77 feet, thence Easterly along a line that makes an angle of 90 degrees 39 minutes 15 seconds with the East right-of-way line of said Thomas St., measured from North to East, a distance 312.12 feet, thence Northerly perpendicular with the last described line a distance of 9.5 feet, thence Easterly parallel with the building located on the herein described property and 30 feet Southerly of said building, a distance of 272.78 feet to a point on the West right-of-way line of Indiana St. that is 162.85 feet South of the NE corner of said Block 8, thence North along the West right-of-way line of Indiana St. a distance of 162.85 feet to the point of beginning, all in Railroad Addition to the City of Crown Point, as shown in Miscellaneous Record "A", page 508, in Lake County, Indiana.

Parcel II:

Lots 7 and 8, Block 19, Railroad Addition to the City of Crown Point, as shown in Miscellaneous Record "A", page 508, in Lake County, Indiana.

PARCEL III:

A part of Blocks 7, 8 and 9 and the vacated North and South alley within said Blocks 7 and 8 and vacated Butler and Farragut Streets within said Blocks, being more particularly described as follows: Beginning at a point on the East right-of-way line of Thomas Street, 168.77 feet South of the Northwest corner of Block 9; thence Easterly along a line that makes an angle of 90 degrees 39 minutes 15 seconds with the East right-of-way line of said Thomas Street, measured from North to East, a distance of 312.12 feet, thence Northerly, perpendicular with the last described line, a distance of 9.5 feet; thence Easterly, a distance of 272.78 feet to a point on the West right-of-way line of Indiana Street, said point being 162.85 feet South of the Northeast corner of Block 8; thence Southerly on the aforesaid West right-of-way line, a distance of 50.5 feet; thence Westerly on a line 50.5 feet South of and parallel to the last described East-West line which measured 272.78 feet, a distance of 144.0 feet; thence Southerly on a line 144 feet West of and parallel to said West right-of-way line, a distance of 139.5 feet; thence Westerly on a line parallel to said East-West 272.78 feet line a distance of 132 feet; thence Northerly on a line 276 feet West of and parallel to the West right-of-way line of Indiana Street, a distance of 139.5 feet, more or less, to a point which is 41.0 feet South of the first described East-West line which measured 312.12 feet; thence Westerly parallel to and 41.0 feet South of the aforesaid East-West line; a distance of 310 feet, more or less, to a point on the East right-of-way line of Thomas Street; thence Northerly on the aforesaid right-of-way line, 41.0 feet to the point of beginning, all in Railroad Addition to the City of Crown Point, as shown in Miscellaneous Record "A", page 508, in Lake County, Indiana, excepting that part of premises in question lying in the North and South alley in said Block 9.

PARCEL IV:

Lots 6, 7, 8 and 9, Replat of Block 20, Railroad Addition to Crown Point, as shown in Plat Book 28, page 51, Lake County, Indiana.

PARCEL V:

Lot 1, except the North 6 feet thereof, Block 19, Railroad Addition to Crown Point, as shown in Miscellaneous REcord "A", Page 508, Lake County, Indiana.