

Chicago Tide Insurance Company

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STATE OF INDIANA
LAKE COUNTY
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MORTGAGE RECORDS

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MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

Dated: December 18, 1997

Mortgagor:

NBD Bank, NA, successor to
Gainer Bank, as Trustee under
Trust Agreement dated March 7,
1968, known as Trust No. P-4378
(covering property known as
6501 Broadway, Merrillville, IN
["Classic Olds facility"])

Mortgagor:

Chrysler Financial Corporation
Chicago Zone Office
One Oakmont Plaza
9999 Oakmont Plaza
Westmont, IL 60559-5537

Mortgaged Property:

Classic Oldsmobile facility located at 6501 Broadway, Merrillville, IN
Property Tax No.:

Prepared by:

Mary Anne Kickham
Dickinson, Wright, Moon
Van Dusen & Freeman
525 N. Woodward
Bloomfield Hills, MI 48304
(810) 646-4300

When recorded, please return to:

Mary Anne Kickham
Dickinson, Wright, Moon
Van Dusen & Freeman
525 N. Woodward
Bloomfield Hills, MI 48304
(810) 646-4300

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THIS INSTRUMENT WAS DRAFTED BY
AND WHEN RECORDED RETURN TO:

MARY ANNE KICKHAM
DICKINSON, WRIGHT, MOON
VAN DUSEN & FREEMAN
525 N. Woodward, Suite 2000
Bloomfield Hills, MI 48304
(810) 433-7245

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING made this
18th day of December __, 1997, by:

- (i) NBD Bank, NA, successor to Gainer Bank, as Trustee under Trust Agreement dated March 7, 1968, known as Trust No. P-4378 (hereinafter called the "Mortgagor");
- (ii) Miller Consolidated, Inc., an Illinois Corporation, having an address at 3250 W. Lincoln Hwy., Park Forest, IL 60466 (hereinafter called the "Borrower"); and
- (iii) David A. Miller, having an address at 3250 W. Lincoln Hwy, Park Forest, Illinois 60466 (hereinafter the "Beneficiary")

to CHRYSLER FINANCIAL CORPORATION, a Michigan corporation, whose address is 27777 Franklin Road, Southfield, Michigan, 48034 (hereinafter called the "Mortgagor").

W I T N E S S E T H:

WHEREAS, the Mortgagor is the owner of the interest or interests in the "Mortgaged Property" (as defined below) known as 6501 Broadway, Merrillville, IN ("Classic Olds facility") and Borrower has applied to the Mortgagor for a loan in the amount of \$7,800,000 (the "Loan");

WHEREAS, (i) James Miller Chevrolet, Inc., (ii) Dave Miller Olds, Inc., (iii) Miller Isuzu, Inc., (iv) David Miller Nissan, Inc., (v) Olympia Dodge of Countryside, Inc. dba Dodge City of Countryside, (vi) Dave Miller Volkswagen, Inc., (vii) Dave Miller Buick, Inc., (viii) David L. Miller, (ix) James A. Miller, (x) Cynthia Dykstra, (xi) Deborah Stellato, (xii) Kelly Regan and (xiii) Amanda Miller (collectively the "Guarantor") in order to induce Mortgagor to make the Loan have executed an All-Encompassing Guaranty on even date herewith guarantying the repayment of the loan and the performance by Mortgagor

of all the terms of this Mortgage and any other loan documents evidencing or securing the Loan.

WHEREAS, the Beneficiary is the sole Beneficiary under the Trust Agreement which comprises the Mortgagor

WHEREAS, Borrower has given to Mortgagee on even date herewith a first mortgage covering four (4) parcels of real estate located in Illinois (the "Additional Mortgage")

NOW THEREFORE, to secure the following:

(A) (i) the payment of the principal sum of \$7,800,000, together with interest thereon, payable in installments the last of which is due on February 1, 2003, in accordance with the terms of a note of even date herewith issued by the Mortgagor and Borrower (herein called the "Note"), and any renewals, refinances, extensions, increases, or reamortization thereto,

(B) the performance of the covenants herein contained and any monies expended by the Mortgagor in connection therewith, and

(C) the performance of any and all covenants of the Mortgagor and Guarantors and Borrower under any other Loan Documents, agreements or instruments between the Mortgagor and Borrower and the Mortgagor given in connection with or related to this Mortgage or the Note, including future advances made to the Mortgagor, whether obligatory or made at the sole discretion of the Mortgagor,

(D) Performance of all obligations under wholesale inventory financing between Mortgagor and Guarantors and Borrower as evidenced by certain wholesale financing agreements with Mortgagor, provided such obligations can be secured under the State of Indiana.

All of the aforesaid indebtedness and obligations of the Mortgagor and Borrower being hereinafter called the "Mortgage Indebtedness", and all of the documents, agreements and instruments between the Mortgagor and Borrower and the Mortgagor evidencing or securing the repayment of, or otherwise pertaining to, the Mortgage Indebtedness, including specifically the Note being herein collectively called the "Loan Documents"), the Mortgagor does hereby mortgage, grant, bargain, assign, transfer and convey unto the Mortgagee, and its successors and assigns, the lands, premises and property situated in the City of Merrillville, Lake County and State of Indiana (the "State"), and more commonly known as 6501 Broadway, Merrillville, Indiana in particularly described in Exhibit A which is annexed hereto and made a part hereof, which lands, premises and property are hereinafter called the "Mortgaged Property".

TOGETHER with all easements, rights-of-way, licenses and privileges, thereunto belonging or in anywise appertaining, including, without limitation, all the Mortgagor's

right, title and interest in and to those easements, rights-of-way, licenses and privileges described in Exhibit A.

TOGETHER with all buildings and improvements now or hereafter situated upon the Mortgaged Property or any part thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all the rents, issues and profits thereof under present or future leases, or otherwise, which are hereby specifically assigned, transferred and set over to the Mortgagor including that certain Lease by and between Mortgagor as Landlord and Classic Oldsmobile, Inc., as Tenant (hereinafter the "Dealership Lease").

TOGETHER with all right, title and interest of the Mortgagor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Mortgaged Property.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consummable goods, now or hereafter located in or upon the Mortgaged Property or any part thereof and used or useable in connection with any present or future operation of the Mortgaged Property or any building or buildings now or hereafter on the Mortgaged Property and now owned or hereafter acquired by the Mortgagor (all of which is hereinafter called "equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, any automotive hydraulic lifts, any spray-painting compressors and related equipment, any automated car wash facilities, and all of the right, title and interest of the Mortgagor in and to any equipment which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage. It is understood and agreed that all equipment is part and parcel of the Mortgaged Property and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Mortgage, unless the Mortgagor shall otherwise elect, be deemed conclusively to be real estate and mortgaged hereby.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Mortgaged Property as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the Mortgaged Property, (d) any other injury to or decrease in the value of the Mortgaged Property or (e) any refund due on account of the payment of

real estate taxes, assessments or other charges levied against or imposed upon the Mortgaged Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment, and of the reasonable counsel fees, costs and disbursements incurred by the Mortgagor in connection with the collection of such award or payment. The Mortgagor agrees to execute and deliver, from time to time, such further instruments as may be requested by the Mortgagor to confirm such assignment to the Mortgagor of any such award or payment.

TOGETHER with all minerals, royalties, gas rights, water, water rights, water stock, flowers, shrubs, lawn plants, crops, trees, timber and other emblements now or hereafter located on, under or above all or any part of the Mortgaged Property to the extent the same are owned by Mortgagor.

TO HAVE AND TO HOLD the Mortgaged Property, and each and every part thereof, unto the Mortgagor and its successors and assigns forever. Any reference herein to the "Mortgaged Property" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests hereinabove described.

SUBJECT only to those matters set forth in Exhibit A.

AND, the Mortgagor does hereby covenant and warrant as follows:

1. Payment of Mortgage Indebtedness; Performance of Agreements. The Mortgagor or Borrower shall pay the principal of and interest on the Mortgage Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Note or any other promissory note or notes or any other instruments at any time heretofore or hereafter issued to evidence all or any portion of the Mortgage Indebtedness, (b) this Mortgage, and (c) any and all of the Loan Documents, all in the manner herein or therein set forth.

2. Covenants of Title. The Mortgagor has good and indefeasible title to the entire Mortgaged Property in fee simple and with good right and full power to sell, mortgage and convey the same; the Mortgaged Property are free and clear of easements, restrictions, liens, leases and encumbrances, except those easements, restrictions, liens, leases and encumbrances to which this Mortgage is expressly subject, whether presently existing or which may hereafter be created in accordance with the terms hereof; and the Mortgagor will warrant and defend the Mortgaged Property against all lawful claims and demands whatsoever. The Mortgagor shall have the right, at its option and at such time or times as it, in its sole discretion, shall deem necessary, to take whatever action it may deem necessary to defend or uphold the lien of this Mortgage or otherwise enforce any of the rights of the Mortgagor hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

3. Payment of Taxes, Assessments and Charges. The Mortgagor shall pay on the applicable due dates when due, and before any interest, collection fees or penalties shall accrue, all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the Mortgaged Property or any part thereof. Should the Mortgagor fail to pay such taxes, special assessments, water and sewer charges or other governmental charges or impositions, the Mortgagor may, at its option, pay the same for the account of the Mortgagor and increase the Mortgaged Indebtedness by any such amounts.

4. Reserves for Taxes and Insurance Premiums. If requested by the Mortgagor and after an event of default hereunder, the Mortgagor shall pay to the Mortgagor, at the times provided in the Note for the payment of installments of principal and interest, and in addition thereto, installments of the taxes and assessments levied or to be levied upon the Mortgaged Property, and installments of the premiums that will become due and payable to renew the insurance hereinafter provided, said installments to be substantially equal and to be in such amount as will assure to the Mortgagor that not less than 30 days before the time when such taxes and premiums, respectively, become due, the Mortgagor will have paid to the Mortgagor a sufficient amount to pay the same in full. Said amounts paid to the Mortgagor hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by the Mortgagor as additional security for the Mortgage Indebtedness and be applied to the payment of said taxes and assessments when the same become due and payable; provided, however, that the Mortgagor shall have no liability for any failure so to apply said amounts except for the gross negligence of Mortgagor. Nothing herein contained shall in any manner limit the obligation of the Mortgagor to pay taxes as above provided. In the event of any default hereunder, the Mortgagor may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or toward the payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable.

Upon an assignment of this Mortgage, the Mortgagor shall have the right to pay over the balance of such deposits in its possession to the assignee and the Mortgagor shall thereupon be completely released from all liability with respect to such deposits and the Mortgagor or owner of the Mortgaged Property shall look solely to the assignee or transferee in reference thereto. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of the Mortgage Indebtedness or at any prior time upon the election of the Mortgagor, the balance of the deposits in its possession shall be paid over to the record owner of the Mortgaged Property and no other party shall have any right or claim thereto in any event, provided that in the event of a foreclosure of the Mortgaged Property, the purchaser at such foreclosure shall have the right to receive such unapplied deposits. The Mortgagor agrees, at the Mortgagor's request, to make the aforesaid deposits with such servicer or financial institution as the Mortgagor shall from time to time designate.

5. Payment of Other Obligations; No Secondary Liens. The Mortgagor shall also pay any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the Mortgaged Property for any repairs or improvements that are now completed or are in progress or which may hereafter be made thereon, or for any other goods, services, or utilities furnished to the Mortgaged Property, and shall not permit any lien, security interest, encumbrance or charge of any kind securing the repayment of borrowed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the Mortgaged Property or any part thereof, or any improvements thereon.

6. Maintenance and Repair; Compliance with Laws; Inspection. The Mortgagor will keep the Mortgaged Property and all the improvements thereon in good order and repair, and the Mortgagor expressly agrees that it will not do or permit waste on the Mortgaged Property nor do any other act whereby the Mortgaged Property will become less valuable or the lien hereof may be impaired. Should the Mortgagor fail to effect the necessary repairs, the Mortgagor, may at its option and after notice to Mortgagor, make such repairs for the account of the Mortgagor. The Mortgagor will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of the United States of America, the State, the County of Cook, the City of Chicago or any other governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof, or the use or occupancy thereof. The Mortgagor, and any person authorized by the Mortgagor, shall have the right to enter upon and inspect the Mortgaged Property at all reasonable times.

7. Hazardous Waste. Certain representations and indemnification regarding the environmental status of the Mortgaged Property are contained in the Environmental Certificate and Indemnity Agreement delivered to Mortgagor on even date herewith.

If an event of default (as defined in paragraph 13 hereof) shall have occurred and be continuing, Mortgagor, its agents and contractors, shall have the right, but not the duty or obligation, to enter upon the Mortgaged Property at reasonable times without delay, hindrance or restriction, in order to inspect, conduct environmental audits, assessments, inspections or testing of, and, if it so elects, remove any Hazardous Materials which are required to be removed pursuant to applicable Governmental Regulations, discovered on or in, the Mortgaged Property. The cost of any such audit, assessment, inspection, testing and remediation shall immediately become due and payable to Mortgagor and shall also be a part of the Mortgage Indebtedness secured by this Mortgage.

8. Insurance.

(a) the Mortgagor shall keep the buildings and other improvements on the Mortgaged Property, or which may hereafter be erected thereon, constantly insured for the benefit of the Mortgagor, until the Mortgage Indebtedness and all interest thereon and all of the amounts due hereunder are fully paid, against fire and such other hazards and risks customarily covered by the standard form of extended coverage endorsement available in the State, in an amount equal to the full replacement cost of the buildings. In addition, Mortgagor shall carry and keep in force with responsible insurers insurance covering the Mortgaged Property in amounts, determined by Mortgagor, to protect Mortgagor against (i) liability by reason of death or injury, or damage to the property of others, arising in connection with work being performed on the Mortgaged Property; (ii) public liability generally by reason of the death or injury of persons or damage to the property of others; (iii) liability arising under any worker's compensation or similar laws; and (iv) any other risks which may from time to time be requested by Mortgagor to be insured against. Mortgagor shall maintain such insurance coverage pursuant to the terms of such forms and with such companies as may be satisfactory to the Mortgagor, and shall deliver to the Mortgagor at its principal office aforesaid or at such other place as may be designated by the holder hereof the insurance policies with premiums fully paid and with standard Mortgagor clauses or such other Mortgagor clauses as may be satisfactory to the Mortgagor attached, and renewals thereof shall likewise be delivered to the Mortgagor at least 15 days before the expiration of any existing policies. In addition, Mortgagor shall furnish to Mortgagor, whenever requested by Mortgagor and at least annually, a statement sworn to by Mortgagor showing all insurance of such types carried by it, giving the names of the insurers and the face amounts, types and expiration dates of all such policies.

(b) All insurance policies shall include standard loss payable clauses in favor of the Mortgagor and shall provide that the same may not be modified, cancelled or terminated without giving the Mortgagor at least 30 days prior written notice of such cancellation or termination.

(c) Should the Mortgagor fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, the Mortgagor, at its option, may have such insurance written or renewed and pay the premiums thereon for the account of the Mortgagor.

(d) In the event of loss or damage, the proceeds of said insurance shall be paid to the Mortgagor alone. No such loss or damage shall itself reduce the Mortgage Indebtedness. The Mortgagor is authorized to adjust and compromise such loss without the consent of the Mortgagor, to collect, receive and receipt for such proceeds in the name of the Mortgagor and the Mortgagor, and to endorse the Mortgagor' name upon any check in payment thereof. In the event of such loss or damage, and for so long as no event of default shall have occurred hereunder or no event shall have occurred and be continuing which, with notice or the passage of time, or both, would constitute an event of default hereunder, such proceeds, less the cost, if

any, to the Mortgagor of such recovery, shall, upon written request of Mortgagor given within 15 days after receipt of such proceeds, be applied by Mortgagor to the payment of the cost of repairing, restoring or rebuilding the Mortgaged Premises and shall be paid out from time to time as work progresses in such amounts and in such manner as Mortgagor shall determine. Upon completion of the work and payment in full therefor, or upon any failure of Mortgagor promptly to commence or continue the work, the Mortgagor may apply the proceeds toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable. No such application of proceeds by the Mortgagor toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

(e) In the event of a foreclosure of this Mortgage, the purchaser of the Mortgaged Property shall succeed to all of the rights of the Mortgagor under said insurance policies payable to the Mortgagor, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

9. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the Mortgaged Property by any public or quasi-public authority or corporation, the Mortgagor shall continue to pay the Mortgage Indebtedness in accordance with the terms of the Note or of any promissory note or notes then evidencing the same, and any reduction in the principal sum resulting from the application by the Mortgagor of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by the Mortgagor of such award. The Mortgagor hereby assigns the entire proceeds of any award or payment to the Mortgagor. In the event of such taking, such proceeds shall be applied first toward reimbursement of all costs and expenses of the Mortgagor in collecting said proceeds and then toward payment of the Mortgage Indebtedness or any portion thereof, whether or not then due or payable, or the Mortgagor at its option may apply said proceeds, or any part thereof, to the alteration, restoration or rebuilding of the Mortgaged Property. No such application of proceeds by the Mortgagor toward payment of the Mortgage Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

10. Waste. The failure of the Mortgagor to pay any taxes or assessments assessed against the Mortgaged Property, or any installment thereof, or any premiums payable with respect to any insurance policy covering the Mortgaged Property, shall constitute waste.

11. Reimbursement of Advances by Mortgagor. The Mortgagor shall pay to the Mortgagor, upon demand, all sums expended by Mortgagor, or by a receiver appointed at the request of Mortgagor, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Property (a) to pay taxes, assessments, water and sewer charges and other governmental charges and impositions, and insurance

premiums, with respect to the Mortgaged Property; (b) to maintain, repair or improve the Mortgaged Property, whether expended by the Mortgagor or any receiver appointed at the request of the Mortgagor, unless such sums shall be paid out of the rents, income and profits from the Mortgaged Property; (c) to defend the lien of this Mortgage as a lien against the Mortgaged Property subject only to the encumbrances hereinabove expressly set forth; (d) to discharge any lien or encumbrance affecting the Mortgaged Property which shall be superior to the lien of this Mortgage and as to which this Mortgage is not expressly subject and subordinate; (e) to cure any default of the Mortgagor under any lease or other agreement covering the Mortgaged Property; (f) to cure any default of the Mortgagor under any of the Loan Documents; or (g) for or in connection with any other action taken by the Mortgagor to prevent the commission of waste on the Mortgaged Property or to preserve the security of this Mortgage or any other security for the Mortgage Indebtedness or to protect any of the Mortgagor's rights hereunder. All such expenditures as shall be made by the Mortgagor or such receiver hereunder or pursuant to any other provision of this Mortgage or the Loan Documents, including any reasonable attorneys' fees and disbursements incurred by the Mortgagor or such receiver in connection with the foregoing, shall be payable upon demand at the Mortgagor's discretion or shall be added to the Mortgage Indebtedness and be secured by this Mortgage and the Loan Documents and shall bear interest at the default rate set forth in the Note or in any other promissory note or notes now or hereafter evidencing the Mortgage Indebtedness or any portion thereof, including penalty interest, if any.

12. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the State or any political subdivision thereof with respect to the execution and delivery or recordation of this Mortgage or any note or other instrument or agreement evidencing or securing repayment of the Mortgage Indebtedness or the interest of the Mortgagor in the Mortgaged Property, the Mortgagor shall pay such tax at the time and in the manner required by applicable law and the Mortgagor shall hold the Mortgagor harmless and shall indemnify the Mortgagor against any liability of any nature whatsoever as a result of the imposition of any such tax.

In the event of the passage after the date of this Mortgage of any law in the State deducting from the value of real property for purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby (including the interest thereon) for state or local purposes, or changing the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Mortgage or the Note, the holder of this Mortgage shall have the right to declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, to be due and payable on a date to be specified by not less than 30 days written notice to the Mortgagor, provided, however, that such election shall not be effective if the Mortgagor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if the Mortgagor, prior to such specified date, makes payment of such tax then due and agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Property, this Mortgage or the Note.

13. Events of Default. The occurrence of any of the following events shall be deemed an "Event of Default" hereunder and shall entitle the Mortgagor to exercise its remedies hereunder and the Note and under any of the other Loan Documents or as otherwise provided by law:

(a) Default by the Mortgagor and Borrower (i) in making payment, when due, of any principal of or interest on the Mortgage Indebtedness or any part thereof or (ii) any other sums payable by Mortgagor pursuant to this Mortgage;

(b) Discontinuance of the operation of an automobile dealership on the Property;

(c) Default by the Mortgagor and Borrower in the observance or performance of any other covenant, promise or agreement provided herein which remains uncured for thirty (30) days after notice of such default is sent by Mortgagor;

(d) Default by the Mortgagor and Borrower or any Guarantor in the observance or performance of any terms, conditions, covenants or agreements provided in the Loan Documents or the Additional Mortgage and the continuance thereof beyond the period of grace, if any, therein provided with respect thereto;

(e) Any representation or warranty of the Mortgagor or Borrower contained herein or of the Mortgagor or any Guarantor in any of the Loan Documents proves to be untrue in any material respect as of the date when made;

(f) Default in the performance by Mortgagor or any Guarantor or Borrower of any term or provision of any agreement or loan document evidencing wholesale inventory financing or capital loan financing with Mortgagor;

(g) Cancellation or discontinuance, either in whole or in part by Mortgagor or any Guarantor or Borrower, Inc. of any term or provision of any agreement or loan document evidencing wholesale inventory financing or capital loan financing with Mortgagor other than in connection with the sale of the Guarantor and provided that all wholesale loans, capital loans and other indebtedness owned to Mortgagor;

(h) Termination or cancellation of any automotive franchise agreement with Mortgagor or any Guarantor or Borrower;

(i) The Mortgagor shall liquidate, or dissolve or enter into any consolidation, merger, pool, joint venture, syndicate or other combination, or sell, lease, or dispose of its business assets as a whole or such part as in the opinion of Mortgagor constitutes a substantial portion of Mortgagor's business or assets;

(j) The Mortgagor shall: (A) admit in writing its inability to pay its debts generally as they become due; (B) file a petition in bankruptcy or petition to take advantage of any insolvency act; (C) make an assignment for the benefit of creditors;

(D) consent to, or acquiesce in, the appointment of a receiver, liquidator or trustee of itself or of the whole or any substantial part of its properties or assets; (E) file a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any other applicable laws;

(k) A court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver, liquidator, or trustee of the Mortgagor, or of the whole or any substantial part of the property or assets of the Mortgagor and such order, judgment or decree shall remain unvacated, or not set aside, or unstayed for 30 days; a petition shall be filed against the Mortgagor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the federal bankruptcy laws or any other applicable law and such petition shall remain undismissed for 60 days; or under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Mortgagor or of the whole or any substantial part of its property or assets and such custody or control shall remain unterminated or unstayed for 30 days;

(l) An attachment or execution is levied against any substantial portion of the property of the Mortgagor or against any portion of the Mortgaged Property and is not discharged within 30 days;

(m) In the event of a Prohibited Transfer (defined in Section 22 below);
and

(n) In the event of a Guarantor Default (defined in Section 23 below).

14. Cross Default. The occurrence of an event of default under this Mortgage shall be a default under any agreement or loan document given by Mortgagor or by Guarantor to Mortgagor under any wholesale inventory financing or capital loan financing.

15. Remedies upon Default. Immediately upon the occurrence of any of the Events of Default hereunder, the Mortgagor shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Mortgage or any of the Loan Documents under any other agreements or loan documents given by Mortgagor and Guarantor to Mortgagor or provided by law, and is hereby authorized and empowered by the Mortgagor, to do any or all of the following:

(a) After written notice of default and expiration of a five (5) day cure period, declare the entire unpaid amount of the Mortgage Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by the Mortgagor to the Mortgagor pursuant to any of the Loan Documents, immediately due and payable and, at the Mortgagor's option, (i) to bring suit therefor, or (ii) to bring suit for any delinquent payment of or upon the Mortgage Indebtedness, or (iii) to take any and all steps and institute any and all other proceedings that the Mortgagor deems necessary

to enforce payment of the Mortgage Indebtedness and performance of other obligations secured hereunder and to protect the lien of this Mortgage;

(b) Exercise any and all rights and remedies provided herein or in the Loan Documents or available at law or in equity, including without limitation the right to commence foreclosure proceedings against the Mortgaged Property pursuant to the common law of the State or pursuant to the statutes in such case made and provided, and to sell the Mortgaged Property or to cause the same to be sold at public sale, and to convey the same to the purchaser, in accordance with said statutes in a single parcel or in several parcels at the option of the Mortgagor. The Mortgagor further agrees that the Mortgagor is authorized and empowered to retain out of the sale proceeds such moneys as are necessary to pay in full the Mortgage Indebtedness, the costs and charges of such sale, and also the attorneys' fees provided by statute, returning the surplus moneys (if any there should be) to the Mortgagor. The Mortgagor hereby waives all errors, defects and imperfections in any proceeding instituted by the Mortgagor under this Mortgage, except if the same shall prevent Mortgagor from raising a reasonable defense to the substantive claims made by Mortgagor.

(c) Upon, or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver of the Mortgaged Property. Such appointment may be either before or after the sale, without notice, without regard to the solvency or insolvency of the Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall then be occupied as a homestead or not and the Mortgagor or any holder of any note evidencing the Mortgage Indebtedness may be appointed such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in the case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income from the Mortgaged Property in whole or in part to: (i) the indebtedness secured hereby or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure; or (ii) the deficiency in case of a sale and deficiency.

(d) In any case in which under the provisions of this Mortgage, Mortgagor has a right to institute foreclosure proceedings, whether before or after the whole principal sum secured hereby is declared to be immediately due, or whether before or after the institution of legal proceedings to foreclose the lien hereof or before or after sale thereunder, forthwith, upon demand of Mortgagor, Mortgagor shall surrender to Mortgagor and Mortgagor shall be entitled to take actual possession of the Mortgaged Property or any part thereof personally, or by its agent or attorneys, as for

condition broken. In such event Mortgagor in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Mortgaged Property, together with all documents, books, records, papers and accounts of Mortgagor or then owner of the Mortgaged Property relating thereto, and may exclude Mortgagor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Mortgagor, or in its own name as Mortgagor and under the powers herein granted, hold, operate, manage and control the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, and with full power and to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including liens for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (i) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same; (ii) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (iii) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Mortgage Indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (iv) to make all necessary or proper repairs reasonably required, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property as it may deem proper; (v) to insure and reinsure the same and all risks incidental to Mortgagor's possession, operation and management thereof; and (vi) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Mortgagor. Mortgagor shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Mortgagor shall and does hereby agree to indemnify and hold Mortgagor harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Mortgagor incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Mortgagor shall reimburse Mortgagor therefor immediately upon demand.

(e) Mortgagor, in the exercise of the rights and powers hereinabove conferred upon it by this Mortgage shall have full power to use and apply the avails, rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as Mortgagor may determine:

- (i) to the payment of the reasonably incurred operating expenses of said Mortgaged Property, including cost of management and leasing thereof (which shall include reasonable compensation to Mortgagor, its agent or agents, and attorneys, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims of damages, if any, and premiums on insurance hereinabove authorized;
- (ii) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Property; and, if this is a leasehold mortgage, of all rents due or which may become hereafter due under the underlying lease;
- (iii) to the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Property, including the cost from time to time of installing or replacing personal property such as appliances therein, and of placing the Mortgaged Property in such condition as will, in the judgment of Mortgagor, make it readily rentable;
- (iv) to the payment of the reasonably incurred expenses to procure title insurance or title reports or, if applicable, procure or cause to be brought down to date an abstract or abstracts and tax histories of the Mortgaged Property; and
- (v) to the payment of any Mortgage Indebtedness secured hereby or any deficiency which may result from any foreclosure sale.

(f) In the event of any sale of the Mortgaged Property by foreclosure apply the proceeds of any such sale in the order following to: (i) all expenses incurred for the collection of the Mortgage Indebtedness and the foreclosure of this Mortgage, including reasonable attorneys' fees and disbursements, or such attorneys' fees and disbursements as are permitted by law; (ii) all sums expended or incurred by Mortgagor for any environmental audits, assessments, inspections or tests of the Mortgaged Property, or the removal of Hazardous Materials as provided for in Section 9 hereof;

(iii) all sums expended or incurred by the Mortgagor directly or indirectly in carrying out the terms, covenants and agreements of the note or notes evidencing the Mortgage Indebtedness, of this Mortgage and of the Loan Documents, together with interest thereon as therein provided; (iv) all accrued and unpaid interest upon the Mortgage Indebtedness; (v) fees, expenses and other sums (excluding principal) due in connection with the Mortgage Indebtedness, (vi) the unpaid principal amount of the Mortgage Indebtedness; and (vii) the surplus, if any there be, unless a court of competent jurisdiction decrees otherwise, to the Mortgagor.

16. Successors in Ownership. In the event ownership of the Mortgaged Property or any part thereof becomes vested in a person or persons other than the Mortgagor without the prior written approval of the Mortgagor, the Mortgagor may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Mortgage and the Loan Documents in the same manner as with the Mortgagor, without in any manner discharging or otherwise affecting the Mortgagor's liability hereunder or upon the Mortgage Indebtedness.

17. Warranties Respecting Certain Property. Except for all equipment and parts and accessories owned or purchased by tenants under the Dealership Leases, the Mortgagor and Borrower warrant that the Mortgagor and Borrower owns all equipment and other property used or useful in the operation of the Mortgaged Property described in this Mortgage free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage. The Mortgagor and Borrower further warrant that, as to equipment and other property hereafter acquired, the Mortgagor and Borrower will own all such equipment and other property at the time it is brought on the Mortgaged Property and thereafter free and clear of any and all liens and security interests except for the lien and security interest granted by this Mortgage and by any other security instrument or agreement executed by Mortgagor and Borrower and delivered to the Mortgagor in connection with the Mortgage Indebtedness.

18. Security Interest. Except as to the personal property and equipment owned by the tenant under the Dealership Lease, this Mortgage shall, as to any equipment and other property used or useful in the operation of the Mortgaged Property and covered hereby, be deemed to grant a security interest therein pursuant to the Uniform Commercial Code. The Mortgagor and Borrower agree, upon request of the Mortgagor, to furnish an inventory of any such property owned by the Mortgagor and subject to this Mortgage and, upon request by the Mortgagor, to execute any supplements to this Mortgage, any separate security agreement and any financing statements to include specifically said inventory of such property. Upon the occurrence of any of the events of default hereunder, the Mortgagor shall have all of the rights and remedies provided by this Mortgage, the Loan Documents or otherwise provided by law, including but not limited to the right to require the Mortgagor to assemble such property and make it available to the Mortgagor at a place to be designated by the Mortgagor which is reasonably convenient to both parties, the right to take possession of such property with or without demand and with or without process of law and the right to sell

and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if the Mortgagor sends such notice to the Mortgagor and Borrower at least 5 days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any of such personal property may be applied by the Mortgagor first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and then to payment of the Mortgage Indebtedness.

19. Assignment of Leases and Rents. As of the date of this Mortgage, as security in addition to the property described in this Mortgage, the Mortgagor and Borrower hereby assigns to the Mortgagor all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Mortgage, or any extension hereof, covering the Mortgaged Property, or any part thereof (but without an assumption by the Mortgagor of liabilities of the Mortgagor and Borrower under any such leases by virtue of this assignment), including the Dealership Lease, and the Mortgagor hereby assigns to the Mortgagor the rents, issues and profits of the Mortgaged Property. In the event of a default (or defaults) in the terms, conditions, covenants or promises contained in this Mortgage or in the Note or any other promissory note or notes evidencing the Mortgage Indebtedness, or any part thereof, which is incurred within the time specified in the applicable instrument, the Mortgagor may receive and collect said rents, issues and profits personally or through a receiver so long as any such default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and the Mortgagor agrees to consent to a receiver if this is believed necessary or desirable by the Mortgagor to enforce its rights under this Section. Unless and until such an Event of Default shall occur, Mortgagor may receive and collect such rents, issues and profits. Upon the occurrence of an Event of Default, Mortgagor may elect upon written notice to Mortgagor to receive and collect said rents, issues and profits personally or through a receiver so long as any such Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Mortgagor hereby consents to the appointment of a receiver if believed necessary or desirable by Mortgagor to enforce its rights under this Section 19. The collection of rents by Mortgagor shall in no way waive the right of Mortgagor to foreclose this Mortgage in the event of any Event of Default. The collection of rents by the Mortgagor shall in no way waive the right of the Mortgagor to foreclose this Mortgage in the event of any said default.

20. Waiver of Redemption Rights. If allowed under the State of Indiana, the Mortgagor hereby expressly waives any and all rights of redemption, together with any and all statutory rights of redemption on behalf of itself and on behalf of each and every person acquiring any interest or title in the Mortgaged Property subsequent to the date of this Mortgage. The Mortgagor acknowledges that the Mortgaged Property do not constitute agricultural real estate or residential real estate, as said terms are defined in the Act.

21. Inconsistent Provisions. In the event that any provision of this Mortgage shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of the Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act. If any provision of this Mortgage shall grant to the Mortgagor any rights or remedies upon default of the Mortgagor which are more limited than the rights and remedies that would otherwise be vested in the Mortgagor absent said provisions, the Mortgagor shall be vested with the rights and remedies granted in the Act to the full extent permitted by law.

22. Prohibition of Transfer and Encumbrances and Consent to Partial Releases. It shall be an immediate Event of Default hereunder if, without the prior written consent of the Mortgagor any of the following shall occur (herein called a "Prohibited Transfer"):

(a) If the Mortgagor shall create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Mortgaged Property or any part thereof, or interest therein; or

(b) In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise and including the entering into of a contract to effectuate the same; provided, that the foregoing provisions shall not apply (i) to the lien of the Mortgage or any other liens securing the Note and (ii) to the lien of current taxes; or

(c) If beneficiary under the Trust shall create, effect or consent to, or shall suffer or permit, any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the beneficial interest in the land trust under which Mortgagor acts; or

(d) If any additional person or entity shall acquire a beneficial interest in or become the beneficiary of the land trust under which Mortgagor acts.

Notwithstanding the foregoing, Mortgagor shall consent to a sale of the Mortgaged Property as listed on Exhibit A and shall deliver a partial release on this Mortgage Parcel upon such sale provided that (i) Borrower is not in default under the Note at the time any Parcel sold (ii) Borrower pays Mortgagor's legal fees in connection with the preparation of such release and (iii) Borrower provides payment to Mortgagor of the following loan amount at the time the respective parcels are sold which amounts shall be used to reduce the Mortgage Indebtedness.

The provisions hereof shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part or interest in or encumbrance upon the Mortgaged Property or a

beneficial interest in Mortgagor. Mortgagor acknowledge and agree, for themselves and their successors, that the foregoing restrictions on sale, transfer, or conveyance are reasonable. Any violation of the terms hereof shall entitle Mortgagor to declare the whole outstanding principal balance of the Note, together with interest accrued thereon and any other sums owing under the terms of this Mortgage or any other instrument related to the indebtedness hereby secured, immediately due and payable and to foreclose this Mortgage.

23. Guarantor Events of Default. The indebtedness evidenced hereby is guaranteed jointly and severally by the Guarantor and it is a proviso hereof that in case (a) the Guarantor shall be declared a bankrupt, or shall file a petition in voluntary bankruptcy under any Chapter of Title Eleven of the United States Code, or any other similar state or federal law, or (b) should the Guarantor file any declaration, answer or pleading admitting his insolvency or inability to pay his debts or liabilities, or (c) if a trustee or receiver is appointed for the Guarantor or for the property or assets or estate thereof; or (d) should the Guarantor make an assignment for the benefit of creditors; or (e) should the Guarantor default under the terms of its Guaranty of even date, and such default continues past the expiration of any grace period therein set forth, or (f) should the Guarantor die, or become legally incompetent or otherwise be unable to manage his business affairs (each of the foregoing occurrences being herein called a "Guarantor Default"), then upon the occurrence of any such event, Mortgagor, may at its option, declare the entire indebtedness secured hereby to be immediately due, and/or may immediately avail itself of any right, recourse or remedy reserved in case of an Event of Default, or any remedy afforded by law as in such case may be provided.

24. Severability. If any clause or provision hereof is in conflict with any statute or rule of law of the State or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Mortgage.

25. Waiver. No waiver by the Mortgagor of any right or remedy granted hereunder or failure to insist on strict performance by the Mortgagor hereunder shall affect or extend to or act as a waiver of any other right or remedy of the Mortgagor hereunder, nor affect the subsequent exercise of the same right or remedy by the Mortgagor for any further or subsequent default by the Mortgagor hereunder, and all such rights and remedies of the Mortgagor hereunder are cumulative.

26. Marshalling and Homestead Rights. The Mortgagor and Borrower hereby waive, in the event of foreclosure of this Mortgage or the enforcement by the Mortgagor of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Mortgage Indebtedness or to require the Mortgagor to pursue its remedies against any other such assets. The Mortgagor and Borrower hereby waive and release all rights and benefits under and by virtue of the Homestead Exemption laws of the State.

27. Release of Mortgage. If all of the principal of and interest on the Mortgage Indebtedness shall be paid and all other sums secured hereby or payable hereunder and under the Note and the Loan Documents shall be paid, the Loan Documents have terminated in full and the Mortgagor shall comply with all the terms, conditions and requirements hereof, then this Mortgage shall be released by Mortgagor and thereupon it shall be of no further force and effect. Upon the written request and at the expense of the Mortgagor, the Mortgagor, will, within 30 days of such request, execute and deliver such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

28. Business Purpose Loan. The Mortgagor and Borrower represent that the proceeds of the loan secured by this Mortgage have been and will be used for business purposes.

29. Future Advances. In addition to securing the repayment of the Note hereinbefore mentioned, this Mortgage shall also secure the payment of all obligations of the Mortgagor and Borrower to the Mortgagor, its successors or assigns howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing or due or to become due, including all further or future advances, as shall be made at all times regardless of whether the proceeds of the loan evidenced by the Note have been disbursed, by the Mortgagor, to and for the benefit of the Mortgagor and Borrower, their heirs, personal representatives, successors or assigns, to the same extent as if such future advances were made on the date of the execution of this Mortgage, and it is the intention of the parties that all advances, including future advances shall be a lien from the time this Mortgage is recorded, and the priority of the lien under this Mortgage shall at all times be preserved with respect to, and securing, all of the foregoing. The total amount of the Mortgage Indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed \$15,000,000 together with interest thereon, and any and all disbursements made by the Mortgagor for the payment of taxes, special assessments, or insurance on the Mortgaged Property, with interest on such disbursements and for sums advanced to preserve or restore the Mortgaged Property, preserve the lien of this Mortgage or the priority thereof or enforce this Mortgage. Such further and future advances shall be wholly optional with the Mortgagor.

30. Further Instruments. The Mortgagor shall execute, acknowledge and deliver any and all such further conveyances, documents, mortgages and assurances, and do or cause to be done all such further acts, as the Mortgagor may reasonably require to confirm and protect the lien of this Mortgage or otherwise to accomplish the purposes hereof forthwith upon the request of the Mortgagor, whether in writing or otherwise.

31. Fixture Filing/Notice. This Mortgage also constitutes a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to goods which are or are to become fixtures relating to the Mortgaged Property and as to which Mortgagor is the debtor and record owner of the Mortgaged Property and

Mortgagor is the secured party. It is to be recorded in the real estate records of the County in which the Mortgaged Property is located. The Mortgagor is the record owner of the Mortgaged Property. The address of the Mortgagor (Debtor) and Borrower and Mortgagor (Secured Party) are hereinafter set forth:

Address of Mortgagor: NBD Bank, NA

Attention: _____

Address of Borrower: Miller Consolidated, Inc.
3250 W. Lincoln Hwy.
Park Forest, IL 60466

Address of Mortgagor: Chrysler Financial Corporation
Chicago Zone Office
One Oakmont Plaza
9999 Oakmont Plaza, Suite 100
Westmont, IL 60559-5537
Attention: Dealer Credit Manager

32. Notices. Any Notice which Mortgagor may give or is required to give under this Mortgage shall, if mailed, be effective when sent as first class registered mail or certified mail, postage prepaid, addressed as follows:

Address of Mortgagor: Same As Above

Address of Borrower: Same As Above

Address of Mortgagor: Same As Above

and

with a copy to: Mary Anne Kickham
Dickinson, Wright, Moon,
Van Dusen & Freeman
525 North Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304

33. Waiver of Jury Trial. The Mortgagor and the Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Mortgage or any related instrument or agreement or any of the transactions contemplated by this Mortgage or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the

Mortgagor nor the Mortgagor and Borrower shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Mortgagor or the Mortgagor and Borrower except by a written instrument executed by all of them.

34. Governing Law; Binding Effect. This Mortgage, made in the State of Indiana, shall be construed according to the laws thereof and shall be binding upon the Mortgagor and Borrower and its successors and assigns and any subsequent owners of the Mortgaged Property, and all of the covenants herein contained shall run with the land, and this Mortgage and all of the covenants herein contained shall inure to the benefit of the Mortgagor, its successors and assigns.

35. Headings. The headings in this Mortgage are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

36. Renewals and Extensions. This Mortgage shall secure any and all renewals, extensions, or increases to or of the whole or any part of the Mortgage Indebtedness hereby secured however evidenced, and without the necessity of any amendments hereto, with interest rates at such lawful rate as may be agreed upon by Mortgagor and any such renewals or extensions or increases or any change in the terms of rate of interest under the Note shall not impair in any manner the validity of or priority of this Mortgage nor release the Mortgagor from any personal liability for the Mortgage Indebtedness hereby secured.

37. Trustee Execution. This Mortgage is executed by, not personally, by Gainer Bank, now known as NBD Bank, N.A., as Trustee under the provisions of a Trust Agreement dated the 7TH day of March, 1968, known as Trust No. P-4378., covering property known as 6501 Broadway, Merrillville, Indiana ("Classic Oldsmobile facility") in the exercise of power and authority conferred upon and vested in it as such Trustees (and said each such Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on each Trustee personally to pay said Mortgage Indebtedness or any interest that may accrue thereon, or any indebtedness that may accrue hereunder, or to perform any covenant either express or implied herein contained, all such liability of each Trustee personally, if any, being expressly waived by the Mortgagor and every person now or hereafter claiming any right to security hereunder.


IN WITNESS WHEREOF, the Mortgagor and Borrower and Beneficiary have duly executed this Mortgage as of the day and year first above written.

WITNESS:

Roberta L. Sarnecki

MORTGAGOR:

NBD BANK, NA, successor to GAINER BANK, as Trustee under Trust Agreement dated March 7, 1968, known as Trust No. P-4378. (covering property known as 6501 Broadway, Merrillville, Indiana ["Classic Olds facility"])

By: 
Its: Vice President
DAVID W. LEBAR

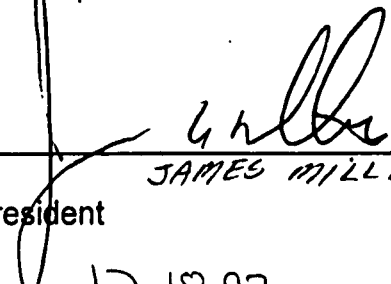
Dated: December 18, 1997

WITNESS:

Cynthia K. Lybark

BORROWER:


MILLER CONSOLIDATED, INC.,
an Illinois Corporation

By: 
Its President
JAMES MILLER

Dated: 12-18-97

BENEFICIARY:

Cynthia K. Lybark

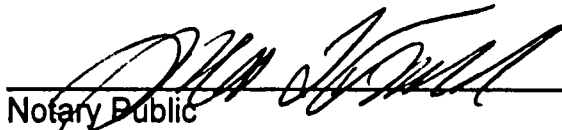

David L. Miller

Dated: 12-18-97

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Richard L. Treichel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James Miller, President of Miller Consolidated, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of December, 1997.



Notary Public

My Commission Expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Richard L. Treichel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David L. Miller, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of December, 1997.



Notary Public

My Commission Expires:



EXHIBIT A

Title Commitment No. 0495419 OF from Chicago Title Insurance dated November 21, 1997.

1. GAINER BANK, NOW KNOWN AS NBD BANK, N.A., AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 7TH DAY OF MARCH, 1968, KNOWN AS TRUST NO. P-4378 (COVERING PROPERTY KNOWN AS 6501 BROADWAY, MERRILLVILLE, IN [{"Classic Oldsmobile facility"}])

PARCEL 1: A PARCEL OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SAID SECTION 10 WHICH IS 315.88 FEET NORTH OF THE INTERSECTION OF THE SAID WEST LINE OF SECTION 10 WITH THE NORTH RIGHT OF WAY LINE OF THE GRAND TRUNK RAILWAY; THENCE NORTH ALONG THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 124 FEET; THENCE EAST AT RIGHT ANGLES TO THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 320.29 FEET; THENCE SOUTH AND PARALLEL TO THE SAID WEST LINE OF SECTION 10 A DISTANCE OF 124 FEET; THENCE WEST A DISTANCE OF 320.29 FEET TO THE PLACE OF BEGINNING.

PARCEL 2: A PARCEL OF LAND IN THE WEST HALF OF THE WEST HALF OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK RAILWAY AND THE WEST LINE OF SAID SECTION 10, AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 315.88 FEET; THENCE EAST AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 580.25 FEET; THENCE SOUTH AND PARALLEL TO THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 434.82 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY; THENCE WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID GRAND TRUNK RAILWAY A DISTANCE OF 592.13 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING.