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STATE OF INDIANA
LAKE COUNTY
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MORRIS W. CARTER
RECORDER

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**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING**

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!

Dated: August 27, 2000

Mortgagor:

Bank One, N.A. successor to 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")

Mortgagee:

Chrysler Financial Company L.L.C.
successor to Chrysler Financial
Corporation
27777 Franklin Road
Southfield, MI 48034

Mortgaged Property: 6501 Broadway, Merrillville, IN

Property Tax No.:

Taxing Unit no.: 8
Key No.: 15 24 28 and 123.

Prepared by:

Michele K. Reilly
Dickinson Wright PLLC
38525 Woodward, Suite 2000
Bloomfield Hills, MI 48304
(248) 433-7200

When recorded, please return to:

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2300
E.P.
CT

**FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT
AND FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS**

This FIRST AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING ("First Amendment"), made and entered into this 31st day of August, 2000, by and between Bank One, N.A. successor to NBD BANK, NA, successor to Gainer Bank, as Trustee under Trust Agreement dated March 7, 1968 known as Trust NO. P-4378, having an address at _____ ("Mortgagor"), Miller Consolidated, Inc., an Illinois Corporation, having its office at 5355 Miller Circle Drive, Matteson, IL 60443 ("Borrower"), for the benefit of CHRYSLER FINANCIAL COMPANY L.L.C., a Michigan limited liability company (successor by merger to Chrysler Financial Corporation) having its office at 27777 Franklin Road, Southfield, Michigan 48034 ("Mortgagee").

**This Document is the property of
the PRELIMINARY STATEMENT**

A. Mortgagee has previously given Borrower a loan in the amount of Seven Million Eight Hundred Thousand and 00/100 Dollars (\$7,800,000.00) ("Original Loan") and on December 17, 1997, pursuant to the Original Loan, Borrower executed and delivered to Mortgagee its Promissory Note ("Original Note") in the amount of Seven Million Eight Hundred Thousand and 00/100 Dollars (\$7,800,000.00).

B. The Original Note is secured by a Mortgage Security Agreement and Fixture Filing ("Michigan Mortgage") granted by Mortgagor securing the Original Note and creating a lien on certain real property and improvements located at 3250 W. Lincoln Hwy., Park Forest, Cook County, Illinois which Mortgage is recorded December 29, 1997 as Document No. 97974647, Cook County Recorder of Deeds, with respect to the property described in Exhibit A attached hereto ("Mortgaged Premises") and an Assignment of Leases and Rents (the "Michigan Assignment") recorded December 29, 1997 as Document No. 97974648, Cook County Recorder of Deeds. The Original Note is additionally secured by a Mortgage creating a lien on certain real property and improvements located at 6501 Broadway, Merrillville, IN which Mortgage is recorded December 28, 1997 as Document No. 97088266, Lake County, Indiana Recorder of Deeds (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") recorded December 28, 1997 as Document No. 97088267, Lake County, Indiana Recorder of Deeds.

C. Borrower has applied to renew the existing balance of the Original Note ("Renewal Loan") and extend the maturity date thereof and has executed a promissory note of even date herewith in the amount of Three Million Nine Hundred Four Thousand Seven Hundred Thirty-Six and 56/100 Dollars (\$3,904,736.56) which renews the existing balance under the Original Note and has a maturity date of August 1, 2010 ("Renewal Note").

D. The following parties: (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) Miller Import Sales, Inc., (ix) David L. Miller, (x) James A. Miller, (xi) Cynthia Dykstra, (xii) Deborah Stellato, (xiii) Kelly Regan and (xiv) Amanda Miller (the "Guarantors") in order to induce Mortgagee to make the Renewal Loan requested by Borrower, have agreed to guarantee the repayment of the Renewal Loan and the performance by the Borrower of all terms of the Renewal Note and the Mortgage as hereby modified securing such Loans.

E. WHEREAS, Mortgagor, Borrower and Mortgagee desire to amend the Mortgage and the Assignment as provided for below in order to secure the Renewal Note by the Mortgage and the Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby severally acknowledged, Mortgagor, Borrower and Mortgagee hereby agree as follows:

1. The obligations secured by the Mortgage shall include the obligations of the Borrower under the Renewal Note and the Loan Documents given to Mortgagee on even date herewith. The Renewal Note, the Loan Documents and this First Amendment shall be considered a "Loan Document" as defined in the Mortgage and the Assignment. The definition of "Mortgage Indebtedness" shall include the Renewal Note.
2. The maturity date of the Renewal Note is August 1, 2010.
3. The Mortgagor hereby acknowledges and reaffirms its grant of mortgage and security interest in the improvements, fixtures and all real and personal property located on the Mortgaged Premises as further described in the Mortgage and the Assignment.
4. Mortgagor hereby acknowledges and reaffirms that the Mortgage, as amended hereby is a valid first lien upon the Mortgaged Premises. Borrower promises and agrees to fulfill all of the terms contained in the Mortgage and the Assignment as amended hereby.
5. Nothing contained herein shall in any way impair the Renewal Note and the Mortgage as hereby amended, the Assignment or the security now held for the indebtedness secured thereunder, or alter, waive, annul, vary or affect any provision, term, condition, or covenant therein, and as subsequently modified, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Renewal Note, it being the intent of the parties hereto that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

6. Events of Default. The occurrence of any of the following events shall be deemed additional Events of Default as defined in the Mortgage and the Note and shall entitle the Mortgagee to exercise its remedies hereunder and under any of the Loan Documents or as otherwise provided by law:

(a) Default by the Borrower in the observance or performance of any terms, conditions, covenants or agreements provided in the Loan Documents and the continuance thereof beyond the period of grace, if any, therein provided with respect thereto. Mortgagor and Borrower specifically acknowledge and affirm that Mortgagee retains all of its rights and remedies under such Loan Documents in addition to the rights and remedies of Mortgagee under the Mortgage;

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

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

(d) Cancellation or discontinuance, either in whole or in part, by Miller Import Sales, Inc. of any term or provision of any agreement or loan document evidencing wholesale inventory financing or capital loan financing with Mortgagee;

7. Article 14 of the Mortgage is amended to read:

"14. Cross Default. (a) 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 any Guarantor to Mortgagee under any wholesale inventory financing or capital loan financing.

(b) The occurrence of an Event of Default under this Mortgage shall be a default under th at certain mortgage creating a lien on certain real property and improvements located at 3250 W. Lincoln Hwy., Park Forest, Cook County, Illinois which Mortgage is recorded December 29, 1997 as Document No. 97974647, Cook County Recorder of Deeds (the "Michigan Mortgage") and any agreement or loan document given by Borrower and Guarantors to Mortgagee under any wholesale inventory financing or capital loan financing. The Total Property (which shall be the "Property" as that term is defined in this Mortgage, together with the "Property", as that term is defined in the Michigan Mortgage shall secure to Beneficiary the payment of the Mortgage Indebtedness and the performance of the covenants and agreements set forth in this Mortgage, the Michigan Mortgage and the Loan Documents (collectively, the "Obligations"), all of which are secured to Mortgagee by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property.

(c) In addition to the rights and remedies provided to Mortgagee elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage on the Loan Documents, Mortgagee shall be allowed to enforce the payment of the Indebtedness and performance of the Obligations, and to exercise all of the rights, remedies and powers provided under this Mortgage or any of the Loan Documents, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Mortgagee in its sole and absolute discretion. Mortgagee may enforce its rights against any one or more of the parcels comprising the Total Property in such order and manner as the Mortgagee may elect in its sole and absolute discretion. The enforcement of this Mortgage or any of the Loan Documents against any one or more parcel of the Total Property, whether by court action or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage, the Michigan Mortgage or the Loan Documents through one or more additional proceedings. No judgment obtained by Mortgagee in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Borrower, not merged into any such judgment. This Mortgage and the Michigan Mortgage shall secure to Mortgagee the repayment of any amount which Borrower may owe to Mortgagee, including without limitation the amount of any judgment, together with any interest thereon, which may be rendered in connection with the enforcement of the Note or the Loan Documents. Mortgagor and Borrower waive and relinquish any and all rights either may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers or remedies Mortgagee may have under this Mortgage or the Loan Documents in any particular manner or order. Mortgagee may bring any action or proceeding, including without limitation foreclosure through judicial proceedings or by power of sale in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Property.

(d) Any release of this Mortgage with respect to any one parcel of the Total Property shall not in any event prevent or impair the Mortgagee from enforcing all of its rights and remedies with respect to any other parcel of the Total Property.

(e) Mortgagee shall have the right to determine the order in which any of all of the Total Property shall be subjected to the remedies provided in this Mortgage, the Michigan Mortgage and any of the Loan Documents or applicable law. Mortgagee shall have the right to determine the order in which any of the Mortgage Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Borrower and any party who has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Indenture, any of the Loan Documents."

8. This Mortgage is executed by, not personally but as trustee, Bank One, N.A. successor to NBD BANK, NA, successor to Gainer Bank, as Trustee under Trust Agreement dated March 7, 1968 known as Trust NO. P-4378, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said 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 such 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 such Trustee personally, if any, being expressly waived by the Mortgagee and every person now or hereafter claiming any right to security hereunder.

9. This First Amendment shall be binding upon the heirs, successors and assigns of the parties hereto.

WITNESSES:

BORROWER
MILLER CONSOLIDATED, INC.

Cynthia S. Dykstra
Name: Cynthia S. Dykstra
SECRETARY

By: [Signature]

Its: CEO - AND
Vice-PRESIDENTS



Bank One, N.A. successor to NBD BANK, NA, successor to Gainer Bank, as Trustee under Trust Agreement dated March 7, 1968 known as Trust No. P-4378.

[Signature]
Attestation

By: [Signature]

Its: Vice President

Dated: 9/8/2000

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31st day of August 2000, by David L. Miller the CEO AND Vice President of Miller Consolidated, Inc., a ILLINOIS corporation, on behalf of the corporation.



[Signature]
Notary Public, COOK County,
State of Illinois
My Commission Expires: 10/27/2000

This Document is the property of
the Lake County Recorder!

STATE OF INDIANA)
) SS.
COUNTY OF Lake)

I, Carolyn Biernacki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that David W. LeBar as Vice President of Bank One, N.A. successor to NBD BANK, NA, successor to Gainer Bank, who is personally known to me to be the same person who name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank One, N.A. successor to NBD BANK, NA, successor to Gainer Bank, as Trustee as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of September August, 2000.

[Signature]
Notary Public

My Commission Expires:
9/17/2000

CAROLYN BIERNACKI, Notary Public
My commission expires September 17, 2000
Resident of Lake County, Indiana

BLOOMFIELD 14546-754 335044

EXHIBIT A

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.

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