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MICHAEL A. BROWN  
RECORDER

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Key Number: 18-28-0596-0016  
Common Address: 25 Leicester  
Munster, IN 46321

**MORTGAGE AND SECURITY AGREEMENT (INDIANA)**

This Mortgage and Security Agreement (Indiana) (this "Mortgage") is executed and delivered as of the \_\_\_ day of January, 2008, by William D. Haggerty and Alison J. Haggerty, husband and wife ("collectively, Mortgagor"), to Fifth Third Bank, an Ohio banking corporation ("Lender").

**WITNESSETH:**

WHEREAS, contemporaneously herewith, Lender has agreed to forbear from accelerating certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Mortgagor, Alison Haggerty Buick Pontiac GMC, Inc. ("AHB") and Tom Blaskovich Chevrolet, Inc. ("TBC", and together with AHB, the "Dealerships") (Mortgagor and the Dealerships are collectively the "Borrowers") pursuant to, among other things, that certain Third Amended Forbearance Agreement dated as of December 17, 2007 by and between Borrowers and Lender (as amended, extended, renewed, restated or replaced from time to time, collectively the "Forbearance Agreement"), and the other documents, agreements and instruments referenced in the foregoing or executed and delivered pursuant thereto. The Financial Accommodations are evidenced and/or secured by, among other things, the Loan Documents (as defined in the Forbearance Agreement). Capitalized terms used but not otherwise defined in this Mortgage are used in this Mortgage as defined in the Forbearance Agreement;

WHEREAS, all or a portion of the Financial Accommodations may bear interest at a variable rate from time to time; and

WHEREAS, pursuant to the Forbearance Agreement, Mortgagor is required to execute and deliver this Mortgage to Lender.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of such consideration is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Lender as set forth in this Mortgage.

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1. **DEFINITIONS AND TERMS**

1.1 The following words, terms or phrases shall have the meanings set forth below:

(A) **“Charges”**: shall mean all national, federal, state, county, city, municipal or other governmental (including, without limitation, any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, water charges, sewer service charges, liens, claims or encumbrances upon or relating to the Mortgaged Property, the Liabilities or the Covenants.

(B) **“Covenants”**: shall mean all now existing and hereafter arising covenants, duties, obligations and agreements of Borrowers or any Borrower to and with Lender, whether pursuant to this Mortgage, the Forbearance Agreement, the Loan Documents or otherwise.

(C) **“Documents”**: shall mean any mortgage, deed of trust or similar instrument, assignment of leases, assignment of rents, promissory note, Forbearance Agreement, security agreement, guaranty, financing statement, assignment of insurance, loss payable clause, mortgage title insurance policy, letter of opinion, waiver letter, estoppel letter, consent letter, non-offset letter, insurance certificate, appraisal, survey and any other similar such agreements, instruments or documents.

(D) **“Encumbrances”**: shall mean all liens, security interests, liabilities, claims, debts, exceptions, easements, restrictions, Charges and any other types of encumbrances.

(E) **“Equipment”**: shall mean all now existing or owned and hereafter arising or acquired apparatus and machinery required for use in, on, or in connection with the Premises and all replacements thereof, substitutions therefor and accessions thereto, including, without limitation, any such item now or at any time or times hereafter situated on the Premises and used to supply or otherwise deliver heat, gas, air conditioning, water, light, electricity, power, plumbing, refrigeration, sprinkling, ventilation, mobility, communication, incineration, and all other related or other such services.

(F) **“Event of Default”**: shall mean the definition ascribed to this term in Section 6.1 below.

(G) **“Leases”**: shall mean all present and future leases and licenses of or relating to the Premises, the Mortgaged Property or the Equipment, or in any way, manner or respect required, existing, used or useable in connection with the Premises, the Mortgaged Property or the Equipment, and all deposits of money as advance rent or for security under any or all of the Leases and all guaranties of any lessee’s performances thereunder.

(H) **“Liabilities”**: shall mean any and all debts, claims, obligations, demands, monies, liabilities, Rate Hedging Obligations or indebtedness of any and every kind or nature heretofore, now or hereafter owing, arising, due or payable from Borrowers or any Borrower to Lender, however evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, indirect, absolute, contingent, fixed, determinable,

undeterminable, insured and uninsured, whether pursuant to the terms and provisions of this Mortgage, the Forbearance Agreement, any of the Loan Documents or otherwise, including, without limitation, all advances made to protect and preserve the value of the Mortgaged Property and the priority of Lender's lien thereon.

(I) **"Mortgaged Property"**: shall mean (1) the Premises; (2) the Rents; (3) the Leases; (4) the Equipment; (5) all present and future judgments, awards of damages and settlements made as a result or in lieu of any taking of the Premises, the Equipment or the Leases, or any part thereof, whether under the power of eminent domain or otherwise, or for any damage, whether caused by such taking or otherwise thereto; (6) all present and future insurance policies in force or effect insuring the Premises, the Rents, the Leases or the Equipment; and (7) all proceeds of each and every of the foregoing.

(J) **"Person"**: shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government, whether national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof.

(K) **"Premises"**: shall mean all of the real property, and all of Mortgagor's estate, right, title and interest therein, situated, lying and being in the County of Lake, State of Indiana, legally described on Exhibit "A" and commonly known as 25 Leicester, Munster, IN 46321, together with all buildings, improvements, tenements, easements, hereditaments and appurtenances now or at any time or times hereafter upon, belonging or otherwise appertaining to or situated on said real estate and all heretofore or hereafter acquired roads, alleys, streets and other public ways abutting said real estate.

(L) **"Rate Hedging Obligations"**: shall mean any and all obligations of any Borrower, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (1) any and all agreements designed to protect any of the Borrowers from the fluctuations of interest rates, exchange rates or forward rates applicable to such party's assets, liabilities or exchange transactions, including, but not limited to: interest rate swap agreements, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap, floor or collar agreements, forward rate currency agreements relating to interest options, puts and warrants, and (2) any and all agreements relating to cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

(M) **"Rents"**: shall mean all present and future rents, issues, deposits, income, profits and proceeds of, from or relating to the Premises, the Leases or the Equipment.

(N) **"Unmatured Event of Default"**: shall mean the occurrence or existence of any event or condition which with notice, lapse of time or both would constitute an Event of Default.

2. **CONVEYANCE**

2.1 To secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Mortgagor hereby warrants, grants a security interest in, and mortgages to Lender, its successors and assigns, the Mortgaged Property, whether real, personal or mixed. Notwithstanding anything contained herein to the contrary, the Liabilities secured hereby shall in no event exceed Thirteen Million Two Hundred Thousand and no/100 Dollars (\$13,200,000.00).

2.2 This Mortgage shall operate as and constitute a Security Agreement with respect to that portion of the Mortgaged Property constituting property or interests in property, whether real or personal, tangible or intangible, which are subject to the Uniform Commercial Code with respect to the priority and perfection of security interests or any similar law, statute, code or other governing body of law. Therefore, to secure the full and timely payment of the Liabilities and the full and timely performance of the Covenants, Mortgagor hereby grants to Lender a security interest and lien in and to the Mortgaged Property.

2.3 Upon request by Lender, at Mortgagors' sole cost and expense, Mortgagor will promptly make, execute and deliver or will cause to be made, executed and delivered to or for the benefit of Lender, in form and substance acceptable to Lender, all Documents necessary or appropriate to evidence, document or conclude the transactions described in or contemplated by this Mortgage and the Loan Documents, or required to perfect or continue perfected the second priority mortgage, lien and security interest granted herein or in the Loan Documents by Borrowers to Lender upon the Mortgaged Property (collectively the "Lender's Lien").

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

3.1 Mortgagor represents, warrants and covenants unto Lender as follows:

(A) Mortgagor will fully and timely pay, or cause to be paid, when due or declared due, the Liabilities, and will fully and timely perform, discharge, observe and comply with each and every of the Covenants.

(B) Mortgagor now has and hereafter shall maintain the standing, right, power and lawful authority to own the Mortgaged Property, to enter into, execute and deliver this Mortgage and the Loan Documents, and to encumber the Mortgaged Property to Lender.

(C) Mortgagor now and at all times hereafter shall perform all of the transactions described in or contemplated by this Mortgage and the Loan Documents.

(D) The execution, delivery and performance by Borrowers of and under this Mortgage and the Loan Documents (i) does not and will not constitute a violation of any applicable law, and (ii) does not and will not conflict with or result in a default or breach of or under any obligation arising, existing or created by or under any agreement, instrument, document, mortgage, deed, trust deed, note, judgment, order, award, decree or other restriction to which any Borrower now is or hereafter shall become a party or by which any of them or any of the Mortgaged Property is or hereafter shall become bound.

(E) Mortgagor has paid all real estate taxes applicable to the Premises which have become due and payable prior to the date hereof.

(F) All of the Leases are and shall remain genuine, in all respects what they purport to be, and free of set-offs, counterclaims or disputes and are valid and enforceable in accordance with their terms.

(G) Except with respect to Lender, there is no litigation, action, claim or proceeding pending or threatened which might, in any way, manner or respect, affect the Mortgaged Property, Lender's Lien, the collectibility or the ability of Borrowers to repay the Liabilities or the financial condition of Borrowers or the operations or businesses thereof.

(H) Mortgagor is and shall remain in peaceful possession of and will forever warrant and defend the Mortgaged Property from and against any and all claims and Encumbrances thereon or thereto.

(I) Mortgagor is not using the Mortgaged Property for any purpose in violation of any applicable environmental, hazardous waste and substances, health or safety laws, rules or regulations, including, but not limited to, the Resource Conservation and Recovery Act, as amended ("RCRA"), the Toxic Substances Control Act, as amended ("TSCA"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), the Clean Air Act, as amended ("CAA"), and the Clean Water Act, as amended ("CWA"), the regulations thereunder and corresponding state statutes and regulations.

(J) There are no underground or aboveground storage tanks on the Premises.

(K) There are no unpaid assessments in connection with the Mortgaged Property nor any assessment liens arising from the non-payment of any such assessments.

3.2 Mortgagor further represents, warrants and covenants unto Lender as follows:

(A) Mortgagor is lawfully seized, possessed and the owner of and has good and indefeasible, marketable fee-simple title to the Mortgaged Property, free and clear of all Encumbrances, except for Lender's Lien and those Encumbrances described on Exhibit "B" to this Mortgage (the "Permitted Encumbrances").

(B) Mortgagor will (i) not materially change the use or character of or abandon the Mortgaged Property, (ii) keep the Mortgaged Property in good condition and repair, and (iii) not commit or suffer waste and will make all necessary repairs, replacements and renewals, including, but not limited to, the replacement of any items of the Equipment to the Mortgaged Property so that the value and operating efficiency thereof shall at all times hereafter be maintained and preserved. No Borrower shall remove any trade fixture or demolish any building or improvement located in or on the Premises without Lender's prior written consent. Borrowers shall (iv) pay for and promptly complete any building or improvement at any time in the process of erection upon the Premises, (v) refrain from impairing or diminishing the value of the Mortgaged Property, and (vi) make no material alterations to the Mortgaged Property which in the

reasonable opinion of Lender diminishes its value. Subject to the provisions of Sections 4.3 and 4.5(B) of this Mortgage, subject to the rights of any prior Mortgagee if Lender elects to make all or a portion of any insurance, eminent domain or condemnation proceeds available to Mortgagor, Mortgagor shall promptly repair, restore or rebuild any building or improvement now or hereafter on the Premises which may become damaged or destroyed. Borrowers shall comply with all laws and municipal ordinances governing the Mortgaged Property and the use thereof. At all times during the term of this Mortgage and the Loan Documents, Borrowers shall permit Lender, and its agents, access to inspect the Mortgaged Property.

(C) Mortgagor shall fully and timely pay and discharge, or cause to be paid or discharged as and when due and payable, all Charges that may be at any time levied, assessed or imposed upon or against the Mortgaged Property, or any part thereof. Mortgagor shall, immediately upon Lender's request, deliver to Lender receipts evidencing payment thereof or partial payment thereof, if payable in installments, at least thirty (30) days before delinquency; provided, however, that Mortgagor shall have the right to contest in good faith, by an appropriate proceeding properly initiated and diligently conducted, the validity, amount or imposition of any Charges, and upon such good faith contest, to delay or refuse payment thereof, if (i) Mortgagor establishes with Lender, adequate reserves to cover such contested Charges, and (ii) either such contest will not affect the priority or value of Lender's Lien on the Mortgaged Property or Mortgagor otherwise take steps reasonably acceptable to Lender to protect the priority and value of Lender's Lien on the Mortgaged Property. If at any time the United States of America shall require internal revenue stamps to be affixed to this Mortgage, Mortgagor will pay or cause to be paid for the same, together with any interest or penalties imposed in connection therewith.

(D) Except for Lender's Lien and the Permitted Encumbrances, Mortgagor shall keep the Mortgaged Property free and clear of all Encumbrances of any and every kind and nature including, without limitation, mechanics' liens and other similar liens or claims for liens. Mortgagor shall promptly pay or cause to be paid, as and when due and payable or when declared due and payable, any indebtedness which may become, or be secured by, an Encumbrance and, immediately upon request by Lender, shall deliver to Lender evidence satisfactory to Lender of the payment and discharge thereof. If, in accordance with the terms of this Mortgage, Lender makes payment of any such Encumbrance, Lender shall be subrogated to the rights of such claimant, notwithstanding that the Encumbrance may be released of record.

(E) Without the prior written consent of Lender, Mortgagor shall not, at any time or times hereafter, pledge, hypothecate, encumber, mortgage, sell, permit or otherwise transfer all or any portion of the Mortgaged Property or Mortgagor's interest therein.

(F) All present and future items of fixtures, equipment, furnishings or other tangible personal property, whether or not constituting a part of the Mortgaged Property, related, necessary to or used or useable in connection with any present or future building or improvement on the Premises are and will be owned free and clear of all Encumbrances, except for Lender's Lien and the Permitted Encumbrances, and

Mortgagor will not acquire any such property subject to any Encumbrance, except for Lender's Lien and the Permitted Encumbrances.

3.3 If Mortgagor fails to (A) keep the Mortgaged Property in good operating condition and repair or replace or maintain the same as herein agreed, (B) pay the premiums for the insurance which is required to be maintained hereunder, (C) pay and discharge all Encumbrances as herein agreed, or upon an Event of Default, Lender, in its sole discretion, may cause such repairs or replacements to be made, obtain such insurance or pay and discharge such Encumbrances. Any amounts paid by Lender in taking such action together with interest thereon at the Default Rate shall be due and payable by Borrowers to Lender upon demand, and, until paid, shall constitute a part of the Liabilities secured by this Mortgage and the Loan Documents. Notwithstanding the foregoing, such advances by Lender shall not be deemed to relieve Borrowers from any Event of Default hereunder or impair any of Lender's rights or remedies. The exercise of the right to take such action shall be optional with Lender and not obligatory upon Lender, and in no event whatsoever, shall Lender be liable to Borrowers for failure or refusal to exercise any such right. In making any payments pursuant to the exercise of any such right, Lender may rely upon any bills delivered to it by Borrowers or any such payee and shall not be liable for any failure to make payments in any amounts other than as set forth in any such bills.

#### 4. TAXES, INSURANCE AND CONDEMNATION

4.1 Mortgagor represents, warrants and covenants unto Lender as follows:

Mortgagor, at all times, shall keep and maintain the Mortgaged Property fully insured, without co-insurance, against loss or damage by fire and such other hazards, casualties and contingencies as Lender, from time to time, may require with insurance companies, and in form, amounts and for such periods as are satisfactory to Lender, but, in any event, for not less than the full insurable replacement cost of the Mortgaged Property. All such policies and renewals thereof shall contain, in form and substance acceptable to Lender, standard mortgagee loss payable clauses naming Lender as a lender's loss payee and additional insured, together with a standard waiver of subrogation endorsement and shall be delivered to Lender, with premiums therefor paid in full by Borrowers (subject to the rights of any holder of any prior Mortgage. All policies shall provide that the insurer may not cancel same without thirty (30) days prior written notice to Lender. Mortgagor will provide immediate written notice to Lender of any material loss or damage to the Mortgaged Property caused by any casualty. In the event of a deed in lieu of foreclosure or other foreclosure of title to the Mortgaged Property, all right, title and interest of Mortgagor in and to any policies then in force shall pass to the purchaser, grantee or assignee.

4.2 Mortgagor hereby authorizes Lender (subject to the rights of any prior mortgagee):

- (A) to settle and compromise all claims under all insurance policies;
- (B) to demand and receive all monies becoming due or payable under all insurance policies;
- (C) to execute, in the name of Mortgagor or the name of Lender, any proofs of loss, notices or other instruments in connection with all claims under all policies; and

(D) to assign all policies to any holder of the Liabilities or to the grantee of the Mortgaged Property in the event of the foreclosure or other transfer of title to the Mortgaged Property.

4.3 In the event of payment under any of the policies (subject to the rights of any prior Mortgagee), Mortgagor acknowledges and agrees that the proceeds of any of the insurance policies shall be paid by the insurer to Lender and Lender may, in its sole discretion, in whole or in part after deducting all costs of collection, including attorneys' fees, do any one or more of the following:

(A) make available to Mortgagor all or a portion of such proceeds necessary to replace, reconstruct, repair or restore the Mortgaged Property or any portion thereof;

(B) apply all or a portion of such proceeds as payment on account of the Liabilities whether or not then due and payable without affecting the amount or time of subsequent payments required to be made by Borrowers to Lender whether pursuant to the Loan Documents or otherwise;

(C) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(D) require that Borrowers continue paying the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property; or

(E) if, prior to the receipt by Lender of proceeds of such policies, the Mortgaged Property shall have been transferred pursuant to a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, receive proceeds of such policies to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the attorneys' fees, costs, expenses and disbursements incurred by Lender in connection with the collection of the proceeds of such policies.

4.4 Mortgagor further represents, warrants and covenants unto Lender as follows:

(A) All awards now or hereafter made by any public or quasi-public authority to or for the benefit of Mortgagor in any way, manner or respect affecting, arising from or relating to the Mortgaged Property, or any portion thereof, by virtue of an exercise of the right of eminent domain by such authority, including, without limitation, any award for taking of title, possession, right of access to a public way or for any change of grade of streets affecting the Mortgaged Property, hereby are assigned to Lender as additional security for the full and timely payment of the Liabilities and the full and timely performance of the Covenants, and for such purpose, Mortgagor hereby grants to Lender a security interest therein.

(B) Lender is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards and to give proper receipts therefor whether in Mortgagor' name, in Lender's name or in both names, and may, in Lender's sole and



absolute discretion, after deducting all costs of collection, including, but not limited to, attorneys' fees, do any one or more of the following:

(i) apply such proceeds, in whole or in part, to the Liabilities whether or not then matured and without affecting the amount or time of subsequent payments required to be made by Borrowers to Lender under this Mortgage or the Loan Documents;

(ii) apply such proceeds, in whole or in part, to satisfy, perform or discharge any of the Covenants;

(iii) make available to Mortgagor all or a portion of such proceeds to replace, repair or restore any or all of the Mortgaged Property to a condition satisfactory to Lender; or

(iv) require that Borrowers continue to pay the Liabilities as and when due and payable notwithstanding any loss of use of all or any part of the Mortgaged Property.

(C) Mortgagor, promptly after request by Lender, shall make, execute and deliver or cause to be made, executed and delivered to or for the benefit of Lender any and all assignments and other instruments sufficient to assign, and cause the payment directly to Lender of, all such awards, free and clear of all Encumbrances, except for Lender's Lien and the Permitted Encumbrances. Notwithstanding any taking by 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, Borrowers shall continue to pay all of the Liabilities as and when due and payable. If, prior to the receipt by Lender of such award or payment, the Mortgaged Property shall have been transferred by a deed in lieu of foreclosure or otherwise sold or transferred by foreclosure of this Mortgage, Lender shall have the right to receive such award or payment to the extent of any deficiency with interest thereon at the Default Rate, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and the attorneys' fees, costs, expenses and disbursements incurred by Lender in connection with the collection of such award or payment.

5. **INTENTIONALLY DELETED**

6. **DEFAULT**

6.1 The occurrence of any one or more of the following shall constitute an "Event of Default" under this Mortgage:

(A) Borrowers fail to fully and timely pay any of the Liabilities, when due and payable or declared due and payable;

(B) Borrowers fail or neglect to perform, keep or observe any of the Covenants;

(C) any representation, warranty, statement, report or certificate made or delivered by a Borrower, or any of a Borrower's officers, employees, or agents, to Lender is not true and correct, whether made in this Mortgage, the Forbearance Agreement, the Loan Documents or otherwise;

(D) any casualty, destruction or condemnation of all or a substantial portion of the Premises occurs which Lender, in its reasonable discretion, determines materially impairs the value of the Premises; or

(E) an "Event of Default" (as defined in the Forbearance Agreement).

6.2 Upon the occurrence of an Event of Default, without notice to or demand of Borrowers, all of the Liabilities shall become immediately due and payable, and Lender, in its discretion and at its election, may do any one or more of the following:

(A) Without notice to Borrowers, foreclose upon Lender's Lien and exercise any rights or remedies granted to Lender under this Mortgage, the Loan Documents, or provided by law, in equity or otherwise. Upon an Event of Default, the Liabilities shall bear interest at the Default Rate.

(B) Subject to applicable law, forcibly or otherwise, enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property as fully as Mortgagor might do if in possession thereof, including, but not limited to, the making of all repairs and replacements deemed necessary by Lender and the leasing of the Mortgaged Property, or any part thereof, from time to time, and after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written in accordance with Section 7.1 of this Mortgage. Mortgagor agrees to surrender possession of the Mortgaged Property to Lender immediately upon the occurrence of an Event of Default. If either Borrower shall remain in physical possession of the Mortgaged Property, or any part thereof, after an Event of Default, such possession shall be as a tenant at sufferance of Lender, and Mortgagor agrees to pay to Lender, or to any receiver appointed as provided below, after an Event of Default, a monthly rental for the Mortgaged Property, or the part thereof so occupied by such Borrower to be applied as provided above in the first sentence of this subsection (B), and to be paid in advance on the first day of each calendar month, and, upon failure to do so, Borrowers may be dispossessed by the usual summary proceedings. In the event either Borrower shall so remain in possession of all, or any part of, the Mortgaged Property, said monthly rental shall be in amounts established by Lender in its discretion. This covenant shall be effective irrespective of (i) whether any foreclosure proceeding shall have been instituted, and (ii) any application for, or appointment of, a receiver.

(C) File one or more suits at law or in equity for the foreclosure of all or any portion of this Mortgage or to collect the Liabilities. In the event of the commencement of any such suit by Lender, Lender shall have the right, either before or after sale, without

notice and without requiring bond, as notice and bond are hereby expressly waived by Mortgagor, and without regard to the solvency or insolvency of Mortgagor at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of such suit and, in case of a sale and a deficiency, during the full statutory period of redemption as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Liabilities. In case of a sale pursuant to foreclosure, the Premises may, but need not, be sold as one parcel.

(D) If Lender commences any suit to foreclose this Mortgage, Lender shall have the right to apply to the court in which such proceedings are pending for entry of an order placing Lender in possession of the Mortgaged Property. If an order is entered placing Lender in possession of the Mortgaged Property, Lender may thereupon enter upon and take immediate possession of the Mortgaged Property, expel and remove any Persons, goods or chattels occupying or upon the Mortgaged Property, receive all Rents, and issue receipts therefor, manage, control and operate the Mortgaged Property, including, but not limited to, the making of all repairs and replacements deemed necessary by Lender and the leasing of the Mortgaged Property or any part thereof, from time to time, and, after deducting all attorneys' fees, costs, fees and expenses incurred in the protection, care, maintenance, management and operation of the Mortgaged Property, apply the remaining net income, if any, to the Liabilities. At the option of Lender, such entry and taking of possession shall be accomplished either by actual entry and possession or by written notice of entry of the order placing Lender in possession in accordance with Section 7.1 of this Mortgage. If either Borrower shall remain in physical possession of the Mortgaged Property after entry of an order placing Lender in possession, such Borrower's possession shall be as a tenant at sufferance of Lender, and Mortgagor agrees to pay to Lender, or to any other Person authorized by Lender, after entry of such order, a monthly rental for the Mortgaged Property, or the part thereof so occupied by such Borrower to be applied as provided above in the first sentence of Section 6.2(B) and to be paid in advance on the first day of each calendar month, and, upon failure to do so, such Borrower may be dispossessed by the usual summary proceedings. If a Borrower shall so remain in possession of all or of any part of the Mortgaged Property, said monthly rental shall be in amounts established by Lender in its discretion. Any action by Lender to take possession of the Premises, or any action or inaction by Lender in connection with, or relating to such possession, shall be in the sole discretion of Lender and solely for Lender's benefit and not for the benefit of Borrowers or any third party.

6.3 Upon the occurrence of an Event of Default under this Mortgage, there will be added to and included as part of the Liabilities, and allowed in any decree for sale of the Mortgaged Property or in any judgment rendered in connection with this Mortgage or the Loan Documents the following: (A) all of the costs, fees and the expenses of taking possession of the Mortgaged Property and of the holding, using, leasing, maintaining, repairing and selling of the Mortgaged Property, including, but

not limited to, the costs, fees, charges, expenses and attorneys' fees specified in Section 6.4 below; (B) receivers' fees; (C) any and all expenditures which may be paid or incurred by or on behalf of Lender for appraisers' fees, documentary and expert evidence, stenographers' charges, publication costs, fees and expenses for examination of title, title searches, guaranty policies, Torrens certificates and other similar data and assurances with respect to the title to the Mortgaged Property; (D) all prepayment or similar premiums, if any; and (E) all other costs, fees and expenses which Lender deems necessary to prosecute or enforce any right or remedy it has under this Mortgage, the Loan Documents, at law, in equity or otherwise, or to inform bidders at any sale which may be had pursuant to its rights hereunder, of the true condition of title or of the value of the Mortgaged Property. All such costs, charges, expenses, prepayment or like premiums, fees and other expenditures shall be a part of the Liabilities, secured by this Mortgage and the Loan Documents, payable on demand and shall bear interest at the Default Rate from the date of Lender's payment thereof until repaid to Lender.

6.4 If foreclosure proceedings are instituted upon this Mortgage, or if Lender shall be a party to, shall intervene, or file any petition, answer, motion or other pleading in any suit or proceeding relating to or in connection with the Liabilities or the Covenants, or if Lender shall incur or pay any expenses, costs, charges, fees or attorneys' fees by reason of the employment of counsel for advice with respect to the Liabilities or the Covenants, and whether in court proceedings or otherwise, such expenses, costs, charges and all of Lender's attorneys' fees shall be part of the Liabilities, secured by this Mortgage and the Loan Documents, payable on demand and shall bear interest at the Default Rate from the date of Lender's payment thereof until paid.

6.5 The proceeds of any foreclosure sale of the Mortgaged Property shall be applied and distributed, first, on account of the fees, charges, costs and expenses described in Sections 6.3 and 6.4 above, second, to the balance of the Liabilities, and third, the surplus, if any, to Mortgagor.

6.6 If Lender commences judicial proceedings to foreclose this Mortgage, Mortgagor, on behalf of itself, its successors, heirs and permitted assigns, and each and every Person which Mortgagor may legally bind which acquires any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage: (A) does hereby expressly waive any and all rights of appraisal, valuation, stay and extension; and (B) does hereby agree that when sale is had under any decree of foreclosure of this Mortgage, the Sheriff of Clay County shall be and is hereby authorized immediately to execute and deliver to any purchaser at any sale a deed conveying the Mortgaged Property, showing the amount paid therefor, or if purchased by the Person in whose favor the order or decree is entered, the amount of his bid therefor.

6.7 Lender shall have the right to sue for any sums, whether interest, principal or other sums required to be paid by or for the account of Borrowers under the terms of this Mortgage or the Loan Documents as the same become due, or for any other of the Liabilities which shall become due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Borrowers existing at the time such earlier action was commenced.

6.8 No right or remedy of Lender hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity, but is cumulative and in addition thereto and Lender may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law, in equity or otherwise, without first exhausting or affecting or impairing the security or any right or remedy afforded by this Mortgage. No delay in exercising, or omission to exercise, any right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by Mortgagor hereunder, or acquiescence therein, nor will it affect any subsequent

default hereunder by Mortgagor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by Lender. No terms or conditions contained in this Mortgage may be waived, altered or changed except as evidenced in writing signed by Mortgagor and Lender.

6.9 If any rate of interest described in this Mortgage or the Loan Documents is greater than the rate of interest permitted to be charged or collected by applicable law, as the case may be, such rate of interest shall automatically be reduced to the maximum rate of interest permitted to be charged or collected by applicable law.

6.10 Any failure of Lender to insist upon the strict performance by Mortgagor or any other Borrower of any of the terms and provisions of this Mortgage or the Loan Documents, shall not be deemed to be a waiver of any of the terms and provisions thereof, and Lender, notwithstanding any such failure, shall have the right at any time or times thereafter to insist upon the strict performance by such Borrower of any and all of the terms and provisions thereof to be performed by such party. Neither Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Liabilities shall be relieved of such obligation by reason of (A) the sale, conveyance or other transfer of the Mortgaged Property, (B) the failure of Lender to comply with any request of Mortgagor or of any other Person to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or the Loan Documents, (C) the release, regardless of consideration, of the whole or any part of the collateral or security held for the Liabilities or the Covenants, or (D) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending or modifying the time of payment of the Liabilities or the Covenants, without first having obtained the consent of Mortgagor or such other Person, and, in such case, Mortgagor and all such other Persons, shall continue to be liable on account of the Liabilities and to make such payments according to the terms of any such agreement, extension or modification unless expressly released and discharged in writing by Lender. Lender, without notice, may release, regardless of consideration, any part of the security held for the Liabilities without, as to the remainder of the security therefor, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien. Lender may resort for the payment of the Liabilities to any other security therefor held by Lender in such order and manner as Lender may elect.

## 7. MISCELLANEOUS

7.1 Any and all notices, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be in writing and shall be deemed effective when delivered in accordance with the Notice Section of the Forbearance Agreement and the Loan Documents.

7.2 All the covenants contained in this Mortgage will run with the land. Time is of the essence of this Mortgage and all provisions herein relating thereto shall be strictly construed.

7.3 This Mortgage, and all the provisions hereof, will be binding upon and inure to the benefit of the successors and heirs of Mortgagor, and the successors, parents, divisions, affiliates and assigns of Lender. This Mortgage may not be assigned by Mortgagor, but may be assigned by Lender without notice to Mortgagor. This Mortgage may not be modified, altered or amended, except by an agreement in writing signed by Mortgagor and Lender.

7.4 This Mortgage shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Indiana. Wherever possible, each provision of this Mortgage shall be interpreted in such a manner as to be valid and enforceable under applicable law, but if any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Mortgage, the balance of which shall remain in and have its intended full force and effect. Provided, however, if such provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to be modified so as to be valid and enforceable to the maximum extent permitted by law.

7.5 The terms and provisions of the Forbearance Agreement and the Loan Documents are incorporated herein by this reference thereto.

7.6 This Mortgage secures not only the Liabilities from Borrowers to Lender existing on the date hereof, but all future advances, whether such advances are obligatory, to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date of this Mortgage, to the same extent as if such future advances were made on the date of the execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage, and although there may be no Liabilities outstanding at the time any advance is made. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the total unpaid balance so secured at any one time shall not exceed a maximum principal amount of \$13,200,000.00, plus interest thereon, and any disbursements made by Lender for the payment of taxes, special assessments or insurance on the Mortgaged Property, with interest on such disbursements. This Mortgage shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law.

7.7 The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

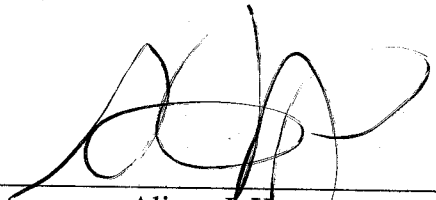
7.8 All references to "Borrowers" shall mean the Dealerships and Mortgagor both individually and collectively, and jointly and severally.

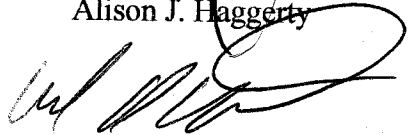
7.9 MORTGAGOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO MORTGAGOR AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

7.10 MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS MORTGAGE, THE LIABILITIES, THE COVENANTS OR THE

LOAN DOCUMENTS, OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED IN CONNECTION THEREWITH OR RELATED THERETO.

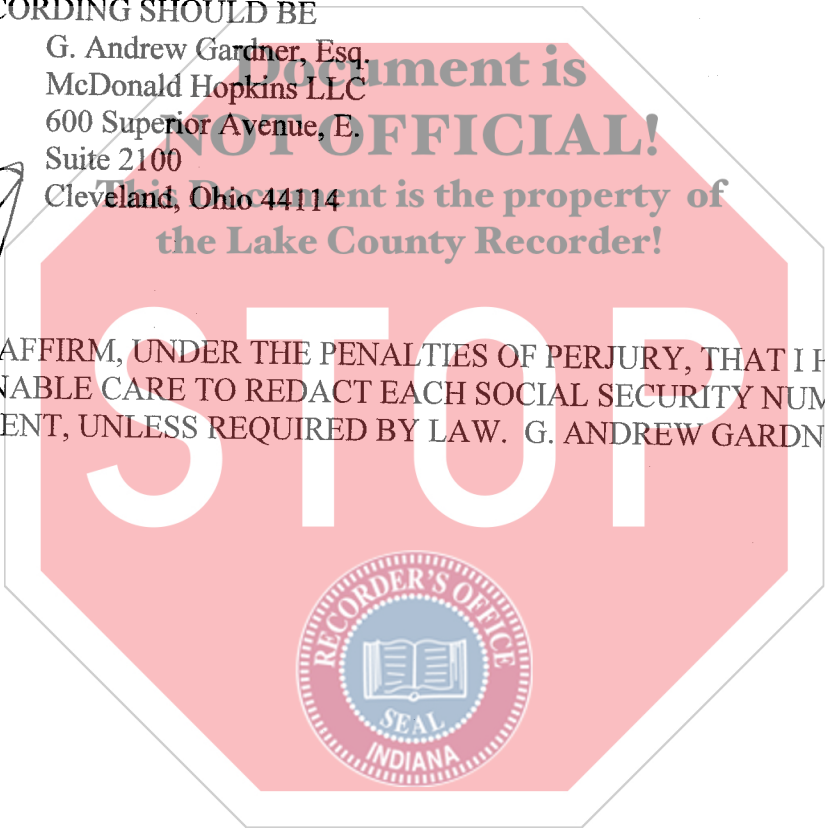
IN WITNESS WHEREOF, this Mortgage has been duly executed and delivered as of the day and year first above written.

  
\_\_\_\_\_  
Alison J. Haggerty

  
\_\_\_\_\_  
William D. Haggerty

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING SHOULD BE  
RETURNED TO:

G. Andrew Gardner, Esq.  
McDonald Hopkins LLC  
600 Superior Avenue, E.  
Suite 2100  
Cleveland, Ohio 44114



I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW. G. ANDREW GARDNER, ESQ.

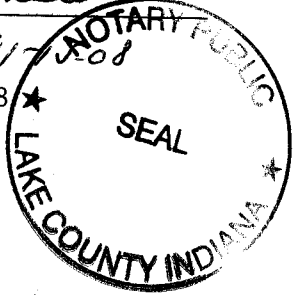
STATE OF INDIANA )  
 ) S.S.  
COUNTY OF LAKE )

I, Dorothy Hansen, a Notary Public in and for the County and State aforesaid, do hereby certify that ALISON J. AND WILLIAM D. HAGLEY appeared before me this day in person, and acknowledged that he/she signed and delivered the Foregoing Mortgage and Security Agreement (Indiana) as his/her free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of January, 2008.

Dorothy Hansen  
Notary Public

My Commission Expires 1/15/08





**EXHIBIT "A" TO MORTGAGE  
LEGAL DESCRIPTION**

In Lake County, State of Indiana

LOT 16 IN WEST LAKES ADDITION, PHASE ONE, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 82, PAGE 18, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



**KEY NUMBER:** 18-28-0596-0016

**COMMON ADDRESS:** 25 Leicester  
Munster, IN 46321

**EXHIBIT "B" TO MORTGAGE  
PERMITTED ENCUMBRANCES**

Mortgage made by William D. Haggerty and Alison J. Haggerty to GMAC Mortgage Corporation dated May 4, 2005.



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