ASSIGNMENT OF MORTGAGE

DJY Enterprises 2, Inc., an Indiana Corporation, referred to as the Assignor, assigns to Best Holding, LLC, an Indiana Limited Liability Company, referred to as the Assignee, for and in consideration of the sum of One Hundred Twenty-Eight Thousand Six Hundred Ninety-Four Dollars and Fifty-Eight Cents (\$128,694.58), a Mortgage dated October 17, 2008, made Auto Repair, Inc., on property located in the City of Whiting, County of Lake, Special to secure payment of One Hundred Forty-Nine Thousand Six Hundred Seventee and Sevent Ninety-Five Cents (\$149,617.95), recorded in the Office of the Recorder of Lake C Indiana, in deed record number 2008-077799.

The above described Mortgage is assigned together with the Promissory Note evidencing the indebtedness secured by the Mortgage, and the money due or to become due on the Promissory Note, with the interest. A copy to the Promissory Note is attached as Exhibit A and made a part of this assignment. The Assignor covenants that, as of the date of this assignment, there is due and owing on the indebtedness secured by the Mortgage the sum of One Hundred Forty-Seven Thousand Five Hundred Forty-Four Dollars and Fifty-Eight Cents (\$147,544.58) principal, with interest to be computed at the rate of six (6) percent a year for the twenty-four (24) month period beginning with December 1, 2008; and seven (7) percent annual interest thereafter, until paid in full. The Assignor further covenants that there are no setoffs, counterclaims, or defenses against the indebtedness in law or in equity, and that there have not been any modifications or other changes in the original terms of the indebtedness, other than as stated in this assignment.

The mortgage and indebtedness secured by the Mortgage are assigned subject only to the

provisions contained in the Mortgage and Promissory Note. The Assignor appoints the Assignee as the Assignor's true and lawful attorney, irrevocable in law or in equity. The Assignee has the right and authority, in the Assignor's name, place, and stead, but at the Assignee's expense, to take all lawful means to recover the money and interest due on the indebtedness assigned, and in case of complete payment of the indebtedness, to fully discharge the obligation.

Executed on the 26 day of March., 2009.

DJY Enterprises 2, Inc., Assignor
BY: \
Document is 1
STATE OF INDIANA) SS: NOT OFFICIAL!
COUNTY OF LAKE This Document is the property of
the Lake County Recorder!
Before me, a Notary Public in and for said County and State, this 261th day of
MARCH , 2009, personally appeared DAN YEAGER and
acknowledged the execution of the foregoing pleading.
In witness whereof, I have hereunto subscribed my name and affixed my official seal.
Menin / au
, Notary Public
My Commission Expires: 1/01/29, 2009
Resident of Lake County  My Commission Expires November 29, 2009
MOIANA LILLER
This Instrument was prepared by:
JAMES A. HARRIS
Attorney at Law 9719 Prairie Avenue
Highland, IN 46322 219-924-5141
217-724-3141

# **PROMISSORY NOTE**

The undersigned promises to pay to the order of DJY Enterprises 2, Inc., the sum of One Hundred Forty-Nine Thousand Six Hundred Seventeen Dollars and Ninety-Five Cents (\$149,617.95) together with simple interest and the principal amount outstanding at the rate of six (6) percent per annum for the first twenty-four (24) months and seven (7) percent per annum thereafter, until this note is paid in full. During any period of default, the interest rate shall be twelve (12) percent per annum.

# Place of payment

All payments shall be made at 2111 Stanton Avenue, Whiting, Indiana 46394.

# **Installment Payments**

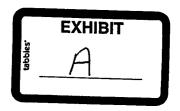
The principal and interest of this Note shall be payable in monthly installments of One Thousand Two Hundred Sixty-Two Dollars and Fifty-Six Cents (\$1,262.56) each, beginning December 1, 2008, and continuing on the same day of each month until October 1, 2010. Beginning November 1, 2010, the monthly installments of principal and interest due and owing shall be One Thousand Three Hundred Forty-Four Dollars and Eighty-One Cents (\$1,344.81); and those payments shall continue on the same day of each month until November 1, 2013, at which time all remaining principal and interest shall be paid in full. This Note has been amortized over a period of fifteen (15) years. Further, Lender shall not escrow for taxes or insurance. Borrower shall pay these costs directly themselves. In the event Borrower fails to pay the annual property taxes by March 31 of the year after that for which they are payable. That is to say by example, the taxes for calendar year 2008 are payable with maximum discount by November 30, 2008. They will however always be paid by March 31, 2009. And so on for following years. If they are not paid by the above date, and proof of payment mailed to Lender, the mortgage shall be in default. Lender shall give 30 days notice to borrower to cure this default and may then, at Lender's option, (i) foreclose the mortgage and/or (ii) pay the taxes themselves, the amount of these taxes being added to the principal outstanding of the loan and drawing interest at the same rate as the remainder of the loan.

### Prepayment

The principal amount of this Note, together with any accrued interest, may be prepaid in part or in full at any time without penalty.

# **Additional Interest**

All past due interest and principal shall bear additional interest after the due date at the rate of twelve (12) percent per annum.



#### Acceleration

If any payment pursuant to this notice is not paid when due, the holder of this Note may elect to accelerate the unpaid balance of the principal and all accrued interest due, and declare the same payable at once without notice or demand on any parties to this instrument. If any maker of this Note shall become insolvent or commit an act of bankruptcy, all liabilities of the maker to the holder, including this Note, shall at the option of the holder mature and become due and payable without demand or notice, which are waived.

# Waiver of Presentment, Protest, and Notice of Dishonor

Each maker, surety, endorser, and guarantor of this Note waives presentment for payment, notice of nonpayment, protest, and notice of protest, and agrees to all extensions and renewals of this Note, without notice.

#### **Costs of Collection**

The maker will pay on demand all costs of collection, legal expenses, and attorney's fees incurred or paid by the holder in collecting or enforcing this Note on default.

# Delinquency Charge This Document is the property of

The maker agrees to pay a delinquency and collection charge on each installment in default for a period of more than five (5) days, and the delinquency charge shall be Twenty-Five Dollars (\$25.00) per day.

# No Waiver Rights by Holder

No delay or omission on the part of the holder in exercising any right under this Note shall operate as a waiver of the right or of any other right under this Note. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

# Guaranty

For value received, the guarantor absolutely and unconditionally guarantees prompt payment or collection on this Note and agrees to pay all costs, legal expenses, and attorney's fees incurred or

paid by the holder of this Note in collection and enforcement of this Note or in enforcement of this guaranty.

## **Definitions**

As used in this Note, the word "holder" shall mean the payee or other endorsee of this Note, who is in possession of it, or the bearer of this Note, if this Note is at the time payable to the bearer. The word "maker" shall mean each of the undersigned, unless the signer shall indicate on this instrument that it is signed in the capacity of a guarantor. If this Note is signed by more than one person in the capacity of maker, it shall be the joint and several liability of those persons.

TRUST AUTO REPAIR, INC.

BY:

UGUR ONER Guarantor

MIRZA APAYDIN, Guarantor OT OFFICIAL

This Document is the property of the Lake County Recorder!

TO SECURE THE PAYMENT OF THIS NOTE, TRUST AUTO REPAIR, INC., AND ITS GUARANTORS HAVE GRANTED A MORTGAGE TO HOLDER ON REAL ESTATE DESCRIBED IN A REAL ESTATE MORTGAGE DATED THE 17 DAY OF