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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 MAR -3 AM 8:41

MICHELLE R. FAJMAN
RECORDER

**Document is
NOT OFFICIAL!**

**This Document is the property of
FIRST AMENDMENT TO MORTGAGE**

THIS FIRST AMENDMENT TO MORTGAGE (this "Amendment") is made as of January 27, 2011, by and between **Indiana Management Company, LLC**, an Indiana limited liability company ("Mortgagor") with its principal office at 9911 West 300 North, Michigan City, Indiana 46360 and **KeyBank National Association**, a national banking association, (hereinafter referred to as "Mortgagee") with its principal offices at Key Auto Finance, 4900 Tiedeman Road, 4th Floor, Mail Code: OH-01-49-0422, Brooklyn, Ohio 44144, and its successors and assigns, under the following circumstances:

A. Mortgagor executed and delivered to Mortgagee a Mortgage dated January 31, 2009 and recorded March 4, 2009 as Instrument No. 2009-013451 of the Lake County, Indiana, Recorder's Office (the "Mortgage"), which Mortgage encumbers described real estate located in Lake County, Indiana and legally described on Exhibit "A" attached hereto and made a part hereof together with all rights, privileges, interest, easements, hereditaments, appurtenances, improvements and fixtures, and in the proceeds thereof, now or hereafter located upon or appertaining to such real estate (collectively referred to as the "Mortgaged Premises"), and all leases, rents, issues, income and profits thereof, to secure the payment when due of any and all present and future obligations and liabilities (the "Obligations"), of Mortgagor owed to Mortgagee arising under that certain Continuing Guaranty from Mortgagor in favor of Mortgagee dated January 31, 2006 (the "Guaranty") guaranteeing all indebtedness of Harbor Works, Inc., an Indiana corporation, Hoosier Motor Co. Inc., an Indiana corporation and Harbor Motor Company, Inc., an Indiana corporation (collectively the "Borrowers"), including but not limited to, those obligations from Borrowers to Mortgagee pursuant to and arising under a Floorplan Line of Credit and Security Agreement dated January 31, 2006 (the "Loan Agreement") and a Floorplan Line of Credit Demand Promissory Note in the principal amount of Twenty Two Million Four Hundred Thousand and no/100ths Dollars (\$22,400,000.00), dated January 31, 2006 ("Borrowers' Note"), and all renewals, extensions, amendments or replacements of the above, and those Obligations owed by Mortgagor to Mortgagee, whether absolute or contingent, whether now existing or hereafter created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore) under (a) any agreement, device or arrangement designed to protect Mortgagor or any of the Borrowers from fluctuations of interest rates, exchange rates or forward rates, including, but not limited to, dollar-denominated or cross-currency exchange agreements, forward currency exchange agreements, interest rate caps, collars or floors, forward rate currency interest rate options,

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CASH _____ CHARGE _____
CHECK # 341956
OVERAGE _____
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puts, warrants, swaps, swaptions, U.S. Treasury locks and U.S. Treasury options, (b) any other interest rate hedging transactions, such as, but not limited to, managing the Mortgagor's interest rate risk associated with any pending or potential capital market transactions such as fixed rate bond issues and (c) any and all cancellations, buybacks, reversals, terminations or assignments of any of the foregoing, of Mortgagor to Mortgagee, and all renewals, extensions, amendments or replacements of the above.

B. Mortgagee and Mortgagor now desire to amend the Mortgage as provided herein.

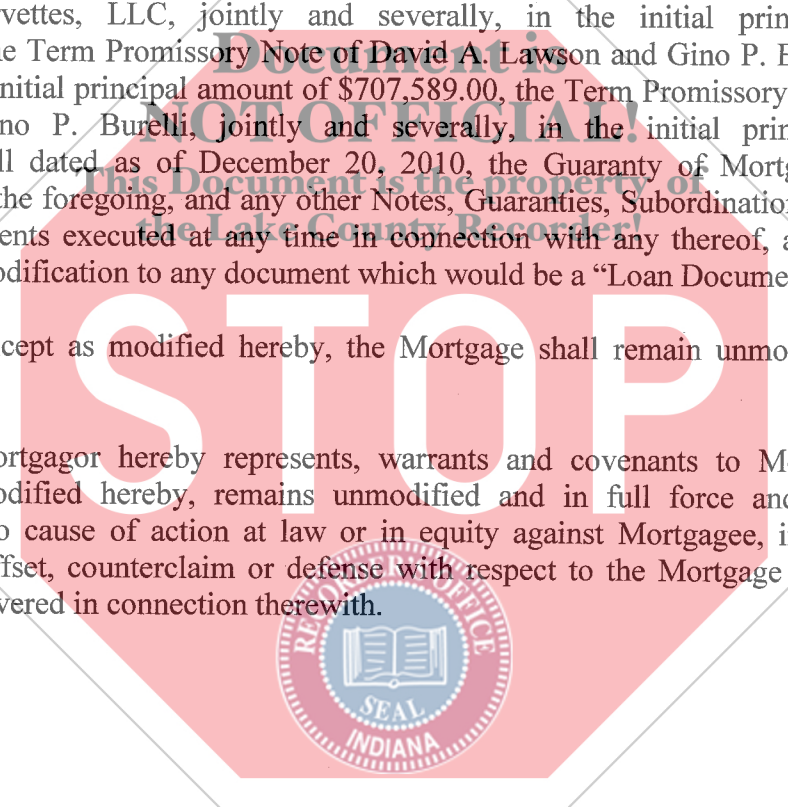
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, it is agreed as follows:

1. All capitalized terms used herein shall have the respective meanings ascribed to them in the Mortgage unless otherwise defined herein.

2. The Mortgage is hereby amended to secure the Loan Agreement as amended by First Amendment to Floorplan Line of Credit and Security Agreement, the Amended and Restated Floorplan Line of Credit Demand Promissory Note of Harbor Motor Company, Inc. and Top Flight Corvettes, LLC, jointly and severally, in the initial principal amount of \$5,062,697.00, the Term Promissory Note of David A. Lawson and Gino P. Burelli, jointly and severally, in the initial principal amount of \$707,589.00, the Term Promissory Note of David A. Lawson and Gino P. Burelli, jointly and severally, in the initial principal amount of \$2,676,268.00, all dated as of December 20, 2010, the Guaranty of Mortgagor in favor of Mortgagee as to the foregoing, and any other Notes, Guaranties, Subordination Agreements and any other documents executed at any time in connection with any thereof, and including any amendment or modification to any document which would be a "Loan Document" hereunder.

3. Except as modified hereby, the Mortgage shall remain unmodified and in full force and effect.

4. Mortgagor hereby represents, warrants and covenants to Mortgagee that the Mortgage, as modified hereby, remains unmodified and in full force and effect and that Mortgagor has no cause of action at law or in equity against Mortgagee, including, without limitation, any offset, counterclaim or defense with respect to the Mortgage or any document executed and delivered in connection therewith.



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

MORTGAGOR:

INDIANA MANAGEMENT COMPANY, LLC,
an Indiana limited liability company


By: 
David A. Lawson, Manager and Member

By: 
Gino P. Burelli, II, Member

STATE OF INDIANA
COUNTY OF LAPORTE, SS:

Before me, a Notary Public in and for said County and State, appeared David A. Lawson as Manager and Member and Gino P. Burelli, II as Member of Indiana Management Company LLC, an Indian limited liability company, who being duly sworn, acknowledged the execution of the foregoing Mortgage to be a voluntary act and deed on behalf of said limited liability company.

Witness my hand and Notarial Seal this 27th day of January, 2011.


Notary Public
My Commission Expires: 10/28/18



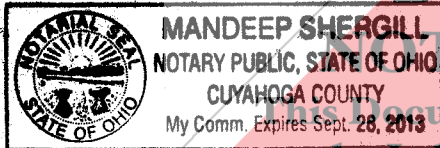
MORTGAGEE:

KEYBANK NATIONAL ASSOCIATION,
a national banking association

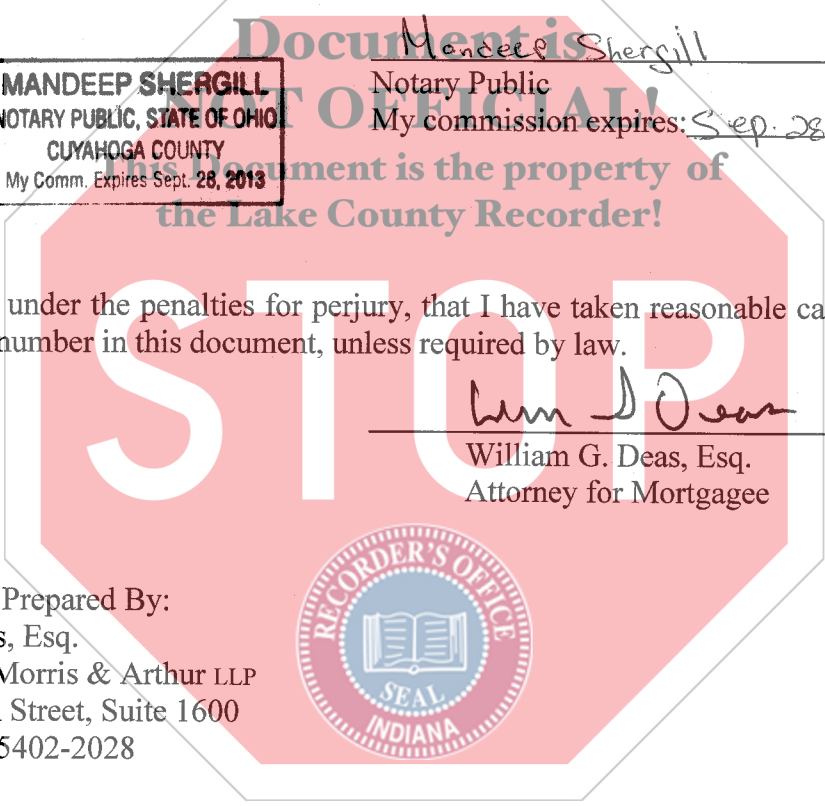
By: [Signature]
Name: SCOTT C. YOUNG
Title: SVP

STATE OF OHIO
COUNTY OF Cuyahoga, SS:

The foregoing instrument was acknowledged before me this 10th day of ~~January~~ ^{February}, 2011,
by Scott C. Young, SVP of KeyBank National
Association, a national banking association, on behalf of the association.



Mandeep Shergill
Notary Public
My commission expires: Sep. 28, 2013



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each
Social Security number in this document, unless required by law.

[Signature]
William G. Deas, Esq.
Attorney for Mortgagee

This Instrument Prepared By:
William G. Deas, Esq.
Porter, Wright, Morris & Arthur LLP
One South Main Street, Suite 1600
Dayton, Ohio 45402-2028



EXHIBIT A

Legal Description

Lots Numbered 1, 2 and 3 as shown on the recorded plat of Clay Parkway Phase I recorded in Plat Book, 91, Page 34 in the Office of the Recorder of Lake County, Indiana.

COLUMBUS/1570648v.1

