

2
**STATE OF ALABAMA
COUNTY OF SHELBY**

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned, Susan Schein and Lonnie Schein, as Maker, (hereinafter referred to sometimes as the "Maker" and sometimes as the "Mortgagor") are jointly and severally indebted to GENERAL MOTORS ACCEPTANCE CORPORATION, a Delaware corporation (hereinafter, together with its successors and assigns, referred to as the "Mortgagee"), in the principal sum of ONE MILLION EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,850,000.00), as provided in that certain Promissory Note (the "Note") dated of even date herewith, together with interest on the amount of unpaid principal at the rate or rates set forth in said Note which provides for payments of principal and interest as follows:

An installment of principal and interest at the rate or rates provided for herein on the principal balance then outstanding of Seventeen Thousand Seven Hundred Thirty Two and 99/100 Dollars (\$17,732.99) shall be due and payable on the 1st day of December, 1999; an equal installment of Seventeen Thousand Seven Hundred Thirty Two and 99/100 Dollars (\$17,732.99) shall be due and payable on the 1st day of each and every succeeding month thereafter, to and including the 1st day of October, 2001, and on the 1st day of November, 2001, the balance of principal and interest then remaining shall be due and payable in ONE FINAL BALLOON PAYMENT.

WHEREAS, it is the intent and agreement of the parties hereto that this Mortgage shall secure the indebtedness evidenced by the Note and all other Debt (as said term is hereinafter defined) now owing or hereafter incurred by the undersigned or by any one or more of them to the Mortgagee.

NOW, THEREFORE, in consideration of the premises and of the sum of Ten (\$10.00) Dollars and other good and valuable consideration this day cash in hand paid by the Mortgagee to the undersigned, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment when due of the aggregate of (i) all indebtedness now or hereafter evidenced by the Note and any and all extensions and renewals thereof, and all interest and other charges on said indebtedness and on any and all such extensions and renewals, (ii) any and all additional loans and obligations in favor of the Mortgagee for which the undersigned or any one or more of them are now or may hereafter (and before payment in full of the Note hereinabove described) become obligated, including but not limited to any and all debts or obligations of any other party or parties for which the undersigned or any one or more of them are now, or may hereafter (and before payment in full of the Note hereinabove described) become contingently liable or obligated as surety, guarantor, endorser or otherwise, (iii) all other existing indebtedness of Mortgagor to Mortgagee and any and all extensions and renewals of any and all of the foregoing indebtedness, together with all interest and other charges on said indebtedness and on any and all such extensions and renewals thereof, (iv) any and all other indebtedness, obligations and liabilities now or hereafter (and before payment in full of the Note hereinabove described) owing by the undersigned or any one or more of them to the

Inst # 1999-44339

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

10/28/1999-44339

08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
018 HNS 2826.00

Mortgagee, whether now existing or hereafter incurred or arising, whether absolute or contingent, and whether incurred as maker or guarantor, surety or endorser (as used herein, the term "Debt" is hereby defined to mean and include the aggregate of all of the indebtedness, obligations and liabilities described in Clauses (i), (ii), (iii) and (iv) above; provided, however, notwithstanding any other provision hereof, this Mortgage shall not secure, and the term "Debt" as used herein shall not include, any other indebtedness now existing or hereafter incurred by the Maker (or any of them) as "Consumer Credit" as said term is now or hereafter defined by the Federal Truth-in-Lending Act or any regulations heretofore or hereafter promulgated thereunder, unless the instrument evidencing such consumer credit shall make express reference to this Mortgage), and also to secure the performance of all terms, conditions and agreements of this Real Estate Mortgage and Security Agreement (herein sometimes referred to as the "Mortgage"), the undersigned Susan Schein and Lonnie Schein (hereinafter, together with their heirs, successors and assigns, sometimes referred to as the "Mortgagor"), do hereby grant, bargain, sell, convey, mortgage, pledge, assign, transfer and set over unto the Mortgagee, its successors and assigns, the following described real estate and other property lying and being situated in the County of Shelby, State of Alabama (said real estate and other property being hereinafter sometimes called the "Mortgaged Premises"), to-wit:

I

Said real estate described on Exhibit "A" attached hereto and made a part hereof.

II

TOGETHER with all buildings and improvements now or hereafter situated thereon, and all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Mortgagor (or any one or more of them) for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located, including without limitation all lumber and lumber products, iron, steel, metal, bricks, building stones and building blocks, tile, plaster, sand and cement, asphalt, paving, shingles, roofing material, paint, doors, windows, hardware, nails, wires and wiring, pipes, plumbing and plumbing fixtures, air conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, grass, sod, shrubbery and plants, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

III

ALSO, in the event any building or improvements are constructed on the Mortgaged Premises, all fixtures, machinery, equipment and personal property of every nature, including without limitation all furniture, furnishings, goods, equipment, tools, automotive parts,

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

accessories and other articles of personal property now or hereafter owned by the Mortgagor, any guarantor of the Note or any one or more of them, together with any proceeds therefrom and any replacements thereof, which are now or may hereafter be located and situated on or in the above described property or used or intended to be used in connection therewith, including without limitation all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing. Also, all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Mortgaged Premises and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon, on or under the Mortgaged Premises or any part thereof and used or usable in connection with any present or future operation of the Mortgaged Premises and now owned or hereafter acquired by Mortgagor or any one or more of them, including but without limiting the generality of the foregoing all heating, air conditioning, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lighting, electrical, gas, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, telephone and communications apparatus, equipment and fixtures, boilers, ranges, furnaces, oil burners or units thereof, appliances, air-cooling and air-conditioning apparatus, vacuum cleaning systems, elevators, escalators, hydraulic lifts, shades, awnings, screens, storm doors and windows, stoves, refrigerators, cabinets, appliances, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, together with all building materials and equipment now or hereafter delivered to the Mortgaged Premises and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, ventilating appliances and equipment, including but not limited to any signage, pylons, power lifts, trade fixtures, parts bins, desks, chairs, workstations, tools, diagnostic equipment and any and all machinery and equipment used or useful in the operation of an automobile dealership on the Mortgaged Premises, together with all additions and accessions thereto and replacements thereof; and together with all proceeds (both cash and non-cash proceeds) from said property and all replacements thereof and substitutions therefor (provided, however, that the inclusion of proceeds, replacements and substitutions hereunder shall not be construed as authorizing, either expressly or by implication, the sale or other disposition of any such property without the Mortgagee's prior written consent, which sale or other disposition without the Mortgagee's prior written consent is hereby expressly prohibited). All of the above and foregoing property is hereby declared and shall be deemed to be fixtures and accessions to the real estate as between the parties hereto and all persons claiming by, through or under them.

IV

Also, all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in any way appertaining.

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

V

Also, all rents, profits, issues, revenues, receipts, avails, issues and profits which shall hereafter be realized, become due or be paid in connection with the operation and use of said Mortgaged Premises, reserving only the right to Mortgagor to collect, utilize and disburse said rents, profits, issues, revenues, receipts, avails, issues and profits so long as there is no event deemed to be a default under the Mortgage, the underlying Note, or any other instrument or agreement now or hereafter evidencing or securing the indebtedness evidenced by the underlying Note; provided, however, that except by and with the consent in writing of Mortgagee, no such rents, profits, issues or revenues shall at any time be payable, or paid to Mortgagor for a period of time in excess of thirty days in advance.

VI

Also, all right, title and interest of the Mortgagor arising under or by virtue of any and all contracts and agreements now or hereafter entered into by the Mortgagor (or any one or more of them) with respect to any construction at or upon the Mortgaged Premises or any part thereof, and any and all payment and performance bonds and builder's risk insurance policies now or hereafter executed in connection therewith.

The Mortgagor covenants, warrants and represents that the Mortgaged Premises does not constitute the homestead of the Mortgagor or of any other person or person whomsoever.

The proceeds of the Note are being applied to purchase of the above described Mortgaged Premises; accordingly, this is a PURCHASE MONEY MORTGAGE.

This instrument is intended to constitute both (a) a real estate mortgage and (b) a security agreement and a financing statement. As used in this Mortgage and Security Agreement, the term "Mortgaged Premises" shall be deemed to include all of the property hereinabove described, whether real, personal or mixed. Certain of the above-described goods are or are to become fixtures on the real estate described on Exhibit "A" attached hereto and made a part hereof. The undersigned Mortgagor is the record owner of said real estate.

A carbon, photographic or other reproduction of this Mortgage or any financing statement relating to this Mortgage shall be sufficient as a financing statement. This Mortgage is effective and shall be effective as a financing statement filed as a fixture filing with respect to all goods which are or are to become fixtures included within the Mortgaged Premises and is to be filed for record in the real estate records of the location in the State where the Mortgaged Premises is situated.

The addresses of the Mortgagor and Mortgagee for the purpose of any notices required or permitted hereunder, and the address from which information concerning the security interest granted herein may be obtained from the Mortgagee as secured party, are as follows:

MORTGAGOR: Susan and Lonnie Schein
1406 Sutherland Place
Homewood, AL 35209

MORTGAGEE: General Motors Acceptance Corporation
214 Centerview Drive, Ste 300
Brentwood, TN 37027

TO HAVE AND TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee, its successors and assigns, that the Mortgagor is lawfully seized in fee simple of the Mortgaged Premises and has a good right to sell and convey the Mortgaged Premises as aforesaid; that the Mortgaged Premises are free of all encumbrances unless otherwise set forth above, and that Mortgagor will forever defend the title to the said Mortgaged Premises unto the Mortgagee, its successors and assigns, against the lawful claims and demands of all persons.

UPON CONDITION, HOWEVER, that if the Mortgagor pays all of said Debt (which Debt includes the aggregate of (i) all indebtedness now or hereafter evidenced by the Note and any and all extensions and renewals thereof, and all interest and other charges on said indebtedness and on any and all such extensions and renewals, (ii) any and all additional loans and obligations to the Mortgagee for which the undersigned or any one or more of them are now or may hereafter (and before payment in full of the Note hereinabove described) become obligated, including but not limited to any and all debts or obligations of any other party or parties for which the undersigned or any one or more of them are now, or may hereafter (and before payment in full of the Note hereinabove described) become contingently liable or obligated as surety, guarantor, endorser or otherwise, (iii) any and all extensions and renewals of any of the foregoing indebtedness, together with all interest and other charges on said indebtedness and on any and all such extensions and renewals thereof, and (iv) any and all other indebtedness, obligations and liabilities now or hereafter (and before payment in full of the Note hereinabove described) owing by the undersigned to the Mortgagee, whether now existing or hereafter incurred or arising, whether absolute or contingent, and whether incurred as maker or guarantor, surety or endorser; provided, however, that notwithstanding any other provisions hereof, this Mortgage shall not secure and the term "Debt" as used herein shall not include any other indebtedness now existing or hereafter incurred by the Maker (or any of them) as "Consumer Credit" as said term is now or hereafter defined in the Truth-in-Lending Act (15 U.S.C. §1601, et seq) or any amendments thereof or any regulations heretofore or hereafter promulgated by governmental authority thereunder, unless the instruments evidencing such consumer credit shall make express reference to this Mortgage), and the Mortgagor shall fulfill all of the Mortgagor's obligations under this Mortgage, then this conveyance shall become void. But should the Mortgagor fail to pay said Debt, or any installment thereof, at its maturity, or in the event of any other default hereunder or under any other instrument or agreement now or hereafter evidencing or securing the Debt or any part thereof, then, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable, and this Mortgage

shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Mortgaged Premises and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the County in which the Mortgaged Premises are located, sell the Mortgaged Premises in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Mortgaged Premises and foreclosing this Mortgage, including but not limited to a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums on the Mortgaged Premises, or liens or other encumbrances against the Mortgaged Premises, with interest thereon; third, to the payment in full of the balance of the Debt (it being understood and agreed that the Mortgagee may apply said proceeds to the payment of the principal of the Debt whether then fully matured or not, interest accrued on the Debt to the date of sale, and all other charges then due on or forming a part of the Debt, in such order of application as the Mortgagee may elect); and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Mortgaged Premises at the time of the sale, after deducting the cost of ascertaining who is such owner. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Mortgaged Premises, and the Purchaser shall not be held to inquire as to the application of the proceeds of the sale. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Mortgaged Premises if the highest bidder therefor. At the foreclosure sale the Mortgaged Premises may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

Any personal property included in this Mortgage and Security Agreement may be sold on the same notice and at the same time and place as the real property, or may be sold at a different time at the Courthouse Door of the County in which the personal property is found or to which it is brought, or at the location of the personal property, at public outcry for cash and at one or more sales after giving notice as herein provided for the sale of real property, or after giving such other or different notice as may be permitted by law (and the parties agree that ten (10) days' written notice of sale to the Mortgagor shall satisfy the requirements of the Uniform Commercial Code for reasonable notice); and it shall not be necessary to have such personal property at the place of sale if ponderous or impracticable to move.

For the purpose of further securing the payment of the Debt, the Mortgagor agree to: (1) pay all taxes, assessments, and other liens which may have a priority equal to or greater than this Mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Mortgaged Premises continuously insured, in such manner and with such insurance companies as may be described below. The proceeds from such insurance (less cost of collecting same), if collected, shall be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in

repairing or reconstructing any improvements located on or forming a part of the Mortgaged Premises.

Until the Debt is paid in full, Mortgagor shall keep the buildings and improvements now existing or hereinafter erected on the Mortgaged Premises insured against loss by fire, windstorm and other hazards, casualties and contingencies, vandalism and malicious mischief as are usually covered by extended coverage policies as provided for herein, with such companies, in such amounts and for such periods as Mortgagee may require, and will promptly pay any premiums on such insurance when due. Mortgagee may, in its sole discretion, require Mortgagor to provide other, different or additional insurance coverage, including without limitation, earthquake or flood insurance. Mortgagor shall deliver to Mortgagee policies, certificates or endorsements of such insurance which will name Mortgagee as insured party and will contain loss payable clauses which will make all losses under such policies payable to Mortgagee. Such policies or certificates shall contain provisions that no such insurance may be canceled or decreased without sixty (60) days prior written notice to Mortgagee.

The Mortgagor shall specifically comply with the following insurance requirements of the Mortgagee:

A. All insurance carriers must be rated "A", with a minimum size category of Class VII or higher by A.M. Best & Company or have an "A" rating from Standard & Poor's.

B. With respect to Building Coverage (in the event of improvements on the Mortgaged Premises):

(1) The building and improvements must be covered by an All Risk policy (including windstorm).

(2) Insurance coverage must be provided in an amount equal to the full replacement cost of the buildings, with the co-insurance clause waived.

(3) The deductible may not exceed the lesser of \$10,000.00 or 1% of the value of the buildings.

(4) Ordinance or Law endorsement is required so that in the event of loss the buildings may be replaced or repaired in conformance with the then current Ordinances and law regarding the same.

C. Mortgagor shall carry business interruption insurance as follows:

(1) A minimum of four months business interruption coverage is required. For existing dealerships, this equates to the net operating income for the four month period (based on historic average). For new dealerships, this equates to ongoing operating expenses (pro forma information) which must be absorbed during the recovery period (e.g., payroll, lease obligations, etc.).

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

(2) Extra expense must be included in this coverage.

(3) the Mortgagee must be included as loss payee as follows:

General Motors Acceptance Corporation
Its successors and/or assigns (as their interest may appear)
P. O. Box 1687
Horsham, PA 19044

D. Mortgagor must maintain Boiler and Machinery coverage, (if applicable), as follows:

(1) General Boiler and Machinery policy is required where steam boilers, pipes, turbines, engines and other pressure vessels are in operation.

(2) This policy must also include coverage for heating, ventilation and air conditioning (HVAC) systems and miscellaneous electrical apparatus for sudden and accidental breakdown and resultant loss of revenues.

(3) The deductible may not exceed the lesser of \$10,000 or 1% of the face amount of the policy.

E. Mortgagor must maintain Flood, Earth Movement coverage on the building on the Mortgaged Premises as follows:

(1) Flood Coverage is required if the Mortgaged Premises is located in a Federal Emergency Management Agency (FEMA) designated area. Earthquake Coverage may be required at Mortgagee's discretion.

(2) Coverage is required at the amount necessary to cover any building damage or loss on a replacement cost basis with Ordinance or Law endorsement required.

(3) Without prior written approval of Mortgagee, the deductible shall not exceed the greater of \$50,000 or 10% of the face amount of the policy.

F. Mortgagor further agrees to the following with respect to such insurance:

(1) All insurance policies must include a standard, non-contributory mortgage clause with thirty days advance notice naming Mortgagee as follows:

General Motors Acceptance Corporation
Its successors and/or assigns (as their interests may appear)
P. O. Box 1687
Horsham, PA 19044

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Cahaba, AL 35244

198.4455gmacsche.mtg

(2) Mortgagee must be included as an additional named insured on all liability policies.

(3) Original insurance policies, or true and exact copies of the originals, are required for all coverages, except liability insurance. If the policy has not been issued, binders or other acceptable evidence of property insurance will be acceptable on an interim basis, not to exceed sixty days from issuance. If insurance is provided under a blanket policy, a certified copy of the policy is acceptable.

In the event of any loss, damage, or destruction of buildings or improvements, Mortgagor shall immediately notify Mortgagee. Regarding any covered loss, each insurance company is authorized and directed to make payment of such loss directly to Mortgagee, and the insurance proceeds may be applied by Mortgagee toward reimbursement of all costs and expenses in collecting said proceeds, the reduction of the indebtedness secured hereby, or the restoration or repair of the buildings and improvements damaged or destroyed.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures the Mortgaged Premises, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fail to discharge any such Liens as and when due or fail to keep the Mortgaged Premises insured as specified above, then at the election of the Mortgagee and without notice to any person the Mortgagee may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as herein provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this Mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Mortgaged Premises for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit. All amounts spent by the Mortgagee for insurance or for the payment of discharging any Liens against the Mortgaged Premises shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this Mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the rate provided in the Note referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledge to Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues and revenues of the Mortgaged Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor are not in default hereunder, the right to receive and retain such rents, profits, issues and revenues as they mature and are due and payable; provided, however, that except by and with the consent in writing of Mortgagee, no such rents, profits, issues or revenues shall at any time be payable, or paid, to Mortgagor for a period of time in excess of thirty days in advance.

Please Return To:
Celtic
1900 Indian Lake Drive
Birmingham, AL 35244

198.4455gmascche.mtg

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Premises, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets and all payments for the voluntary sale of the Mortgaged Premises, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this Subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any of the improvements located on the Mortgaged Premises.

The Mortgagor agrees to take good care of the Mortgaged Premises and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, or as they may be put, reasonable wear and tear excepted.

If all or any part of the Mortgaged Premises or any interest therein is sold or transferred by the Mortgagor without the Mortgagee's prior written consent (which consent may be granted or withheld in the Mortgagee's sole, absolute and uncontrolled discretion), Mortgagee may, at its option, declare all of the sums secured by this mortgage to be immediately due and payable.

A default shall have occurred or be deemed to have occurred hereunder if: (a) the Mortgagor shall fail to pay in full all or any part of the Debt or any installment thereof as and when due and payable; (b) the Mortgagor shall fail duly to observe and perform any other covenant, condition or agreement of this Mortgage, the Note, or the below described Loan Documents or any other agreement or writing evidencing or securing the Debt or any part thereof (As used herein, the term "Loan Documents" shall mean (i) the Note, (ii) this Mortgage and Security Agreement, (iii) the Absolute Guaranty of Susan Schein Chevrolet, Inc. and Susan Schein Chrysler, Plymouth, Dodge, Inc. of even date herewith, (iv) the Assignment of Leases and Rents from Mortgagor to Mortgagee of even date herewith, (v) the Environmental Indemnity Agreement from Mortgagor of even date herewith, (vi) the Cross Default and Cross Collateralization Agreement between the Mortgagor, Mortgagee, Susan Schein Chevrolet, Inc. and Susan Schein Chrysler, Plymouth, Dodge, Inc. of even date herewith and the Security Agreements and Obligations evidenced thereby, (vii) the Loan Commitment dated October 18, 1999 from Mortgagee to the Mortgagor, (viii) the Loan Application and Agreement (Dealer Affiliated Realty Owner) from Mortgagor of even date herewith, and (ix) any extensions and renewals of any of the foregoing indebtedness as well as any mortgage, assignment, security agreement, indemnity or other instrument or agreement now or hereafter evidencing or securing any of the indebtedness evidenced hereby); (c) any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached by the Mortgagor or shall prove to be false or misleading; (d) the interest of the Mortgagee in the

Mortgaged Premises or any part thereof becomes endangered by reason of the enforcement of any other lien or encumbrance thereon; (e) any lien for labor or materials, taxes, judgment or otherwise shall be filed against the Mortgaged Premises or any part thereof; (f) the Mortgaged Premises becomes vacant or deserted or if a levy shall be made under any process on, or a receiver be appointed for, the Mortgaged Premises or any part thereof or any other property of the Mortgagor or any of them; (g) any of the Mortgagor or any other obligor or guarantor of the Note shall commit any act of bankruptcy; (h) any of the Mortgagor or any other obligor or guarantor of the Note shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Mortgagor or such other obligor or guarantor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; (i) any of the Mortgagor or any other obligor or guarantor of the Note shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Mortgagor or such other obligor or guarantor or of all or any part of the Mortgaged Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (j) any of the Mortgagor or any other obligor or guarantor of the Note shall make any general assignment for the benefit of creditors; or (k) if any interest in the outstanding common stock or any other ownership interest in Susan Schein Chevrolet, Inc. or Susan Schein Chrysler, Plymouth, Dodge, Inc. or any other Mortgagor which is a corporation, partnership, limited liability company or other entity is sold, conveyed, transferred or encumbered, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Mortgagee (which consent may be granted or withheld in the Mortgagee's sole, absolute and uncontrolled discretion).

The Mortgagor further specifically waives all exemptions which the Mortgagor have, or to which the Mortgagor may be entitled under law in regard to the collection of the indebtedness hereby secured.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this Mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Mortgaged Premises, with power to lease and control the Mortgaged Premises, and with such other powers as may be deemed necessary.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Mortgaged Premises, unless this Mortgage is herein expressly made subject to any such lien

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

or encumbrance, and also all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and Mortgage, or auctioneer, is hereby authorized and empowered to execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the real estate.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the undersigned Mortgagor, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns. All covenants, warranties, obligations and agreements of the Mortgagor hereunder shall be joint and several.

Mortgagor further represents and warrants to Mortgagee, its successors and assigns and agrees, as follows:

(1) During the period of ownership of the Mortgaged Premises by Mortgagor, such Mortgaged Premises will at all times be used and maintained in compliance with:

- (a) Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, et. seq.;
- (b) Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601, et. seq.;
- (c) Federal Clean Air Act, 42 U.S.C. Sections 7401-7626;
- (d) Federal Water Pollution Control Act, Federal Clean Water Act of 1977, 33 U.S.C. Section 1257, et. seq.;
- (e) Federal Insecticide, Fungicide, and Rodenticide Act of 1978, 7 U.S.C. Paragraph 13, et. seq.;
- (f) Federal Toxic Substances Control Act, 15 U.S.C. Section 2601, et. seq.;
- (g) Federal Safe Drinking Water Act, 42 U.S.C. Section 300(f), et. seq.; and,
- (h) All other laws, statutes, ordinances, rules or regulations whether, on a state or local level, including but not limited to all laws relating to Environmental Control as found under Alabama law and any rules and regulations promulgated pursuant thereto.

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

(2) The environmental laws and regulations mentioned hereinabove do not currently adversely affect the use of the Mortgaged Premises or, in the future, the conduct of an automobile dealership business on the Mortgaged Premises.

(3) There has not been any release of hazardous substances, pollutants, or contaminants (as these terms are defined and regulated in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as supplemented and amended), hereinafter referred to as "release", "hazardous substances", "pollutants", and "contaminants"; hazardous or solid wastes as defined and regulated under the Resource Conservation and Recovery Act as amended, 42 U.S.C. 6901 et. seq. ("RCRA"), hereinafter referred to as "hazardous or solid wastes"; toxic substances as defined under the Toxic Substance Control Act 15 U.S.C. 2601 et. seq., hereinafter referred to as "toxic substances"; or petroleum or petroleum products on or from the Mortgaged Premises with the exception of oil containers adjacent to heavy machinery at the Mortgaged Premises noted in an inspection by Mortgagee's personnel which have been removed as outlined in a letter from Spectrum Environmental Services, Inc. dated October 7, 1999.

(4) No work, repairs, remedy, construction, or capital expenditures is required by any environmental or land use laws or regulations with respect to the Mortgaged Premises in order for the continued lawful use of the Mortgaged Premises, and/or for the owner and/or occupant of such Mortgaged Premises to obtain and maintain all permits, licenses, and authorizations required by environmental or land use laws or regulations to conduct in the future or to continue to conduct the dealership business on such Mortgaged Premises.

(5) No underground storage tanks of any kind, including related piping, currently exist on or under the Mortgaged Premises or have ever been installed or buried under the surface of the Mortgaged Premises.

(6) Mortgagor has no knowledge of any environmental conditions on or from adjacent or near-by properties or from prior uses of the Mortgaged Premises which pose any significant threat of contaminating or polluting the air, soil, or water (including ground water) of the Mortgaged Premises.

(7) To the best of Mortgagor's knowledge and belief, the Mortgaged Premises has never been used at any time to treat, store, or dispose of any hazardous substances, pollutants, contaminants, hazardous or solid wastes, toxic substances, or for petroleum or petroleum products.

(8) Mortgagor has never received notification of, or has knowledge of, any violation of any land use laws or regulations or environmental laws or regulations (including without limitation those referenced herein above) relating to the condition or status of the Mortgaged Premises or of any business conducted thereon, and there has not been, and there does not exist, any judicial or administrative proceedings or investigations outstanding or pending or threatened relating to the conduct of business on the Mortgaged Premises or the status, condition, ownership, use, or operation of the Mortgaged Premises.

Further, there is no known factual basis for any such action(s), claim(s), proceeding(s), or investigation(s) being instituted or filed against Mortgagor with respect to the Mortgaged Premises.

Mortgagor further agrees that during the period that Mortgagee has, or continues to have, any interest in the Mortgaged Premises as Mortgagee or as beneficiary under deed of trust, Mortgagor agrees to comply with (or cause full compliance with) all federal, state, and local environmental and/or land use laws and regulations applicable to the Mortgaged Premises and/or applicable to the operation of the business to be conducted on the Mortgaged Premises and to prevent or remediate and clean up any release from or on the Mortgaged Premises of any of the hazardous substances, pollutants, or contaminants, petroleum or petroleum products, toxic substances, or hazardous or solid wastes.

Mortgagor further agrees to defend, indemnify, and hold harmless Mortgagee, its officers, directors, agents, and employees against and in respect of any and all losses, damages, costs, attorney's fees, or other expenses (collectively "expenses") of any kind arising out of any breach of this agreement or any claims, demands, suits, sanctions, fines, or penalties arising out of any actual or threatened release of hazardous substances, pollutants, or contaminants, petroleum or petroleum products, toxic substances, or hazardous or solid wastes on or from the Mortgaged Premises, including without limitation any expenses which may arise at any time from any actual or threatened release which may occur during the period of time when Mortgagee holds any interest in or against the Mortgaged Premises as Mortgagee or as beneficiary under deed of trust, or on account of any environmental conditions existing, created, caused, or occurring as to the Mortgaged Premises during such period.

The representations, warranties, and agreements with respect to environmental matters contained herein shall survive the repayment to the Mortgagee of the Debt and shall survive the release of satisfaction of this Mortgage given to Mortgagee on the Mortgaged Premises, and shall continue to be enforceable following the occurrence of each or all of such events described herein. The obligations created by this agreement are for the benefit of, and shall be enforceable by Mortgagee, its officers, directors, employees, and agents, and by its successors and assigns in interest of the mortgage covering the Mortgaged Premises.

Mortgagor further agrees that if Mortgagor receives any notice of the happening of any event involving the use, spill, release, leak, seepage, discharge or cleanup of any hazardous substances, pollutants, contaminants, hazardous or solid wastes, toxic substances or petroleum or petroleum products; or any complaint, inspection by any governmental agency which lists and non-compliance, order citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Mortgagor or the Mortgaged Premises ("Environmental Complaint") from any person or entity (including without limitation the EPA), Mortgagor shall immediately notify Mortgagee orally and in writing of such notice.

Mortgagee shall have the right, if conditions reasonably warrant, to require Mortgagor to perform periodically at Mortgagor's expense but not more than once every year, unless an

Please Return To:
Cahaba Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

Environmental Complaint is then outstanding, an environmental audit and, if deemed necessary by Mortgagee an environmental risk assessment, (each of which must be satisfactory to Mortgagee), of the Mortgaged Premises, hazardous waste management practices and/or hazardous waste disposal sites used by Mortgagor. Each such audit and/or risk management assessment must be prepared by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform any environmental audit or risk assessment within sixty (60) days of Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's obligations secured by this Mortgage at the discretion of the Mortgagee.

Mortgagor shall at all time indemnify and hold harmless Mortgagee and any agent of Mortgagee, against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Mortgagee, under or on account of Mortgagor's violation of or failure to comply with any environmental agreements, or breach of any representations or warranties contained herein, including the assertion of any lien by any governmental authority in enforcement of any of the hazardous waste laws referred to in the above paragraph, with respect to any such discharge, spill or filtration or threat of discharge, spill or filtration of hazardous materials, any cost of removal or remedial action incurred in connection therewith or any other environmental matters affecting the Mortgaged Premises. This indemnity shall survive the payment in full of the Note and release of this Mortgage.

If fulfillment of any provision of this Mortgage or the Note secured hereby, now or at the time performance of said provision is due, shall transcend or exceed the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or prospectively would operate to make this Mortgage or any provision hereof void, illegal or unenforceable, then such void, illegal or unenforceable provision or part thereof only, shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

The undersigned Mortgagor hereby agree that any claim, dispute or controversy arising from or relating to this Mortgage, the Loan Documents or the relationships which result from the Loan Documents, including the validity of this provision regarding arbitration or the entire Mortgage, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules in effect when the claim is filed. The arbitration shall be held in Birmingham, Alabama, or at such other place as may be selected by mutual agreement of the parties.

This Mortgage including this provision regarding arbitration is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C., Section 1-16. Judgment upon any award rendered in any proceeding commenced hereunder may be entered in any court having jurisdiction. Notwithstanding the foregoing, nothing stated herein shall

be construed to prevent either the Mortgagor's or Mortgagee's use of bankruptcy, replevin, repossession, foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by any party to the other under this Mortgage. The parties further intend and agree that the arbitration provisions contained in this Mortgage shall be binding upon and enforceable against the Mortgagor and Mortgagee, their respective heirs, personal representatives, successors and assigns.

In the event it is ever determined by a court of competent jurisdiction that the arbitration provisions contained in this Mortgage are not enforceable with respect to a particular dispute, claim or controversy asserted by or against any of the parties hereto (or any of their respective heirs, personal representatives, successors and assigns), then and in such event the undersigned do hereby covenant and agree that each of the parties (a) waive trial by jury of any and all issues arising in any such action or proceeding related to or connected with said dispute, claim or controversy, and (b) acknowledge and agree that as the Mortgagor's principal place of business is Pelham, Alabama and Mortgagee is a Delaware corporation, that jurisdiction of the Federal Courts of the United States is appropriate and that jurisdiction of Federal Courts of the United States for any such dispute is reasonable. The agreements contained herein shall survive the payment in full of the Note.

By entering into this agreement, the undersigned acknowledge that they had a right or opportunity to litigate disputes through a court, but that they prefer to resolve any such disputes through arbitration.

The obligations of each Mortgagor, surety, endorser, guarantor and obligor of the Note shall be joint and several.

The loan evidenced by the Note has been negotiated between the parties and entered into in the State of Alabama, and this Mortgage shall be governed by the laws of the State of Alabama.

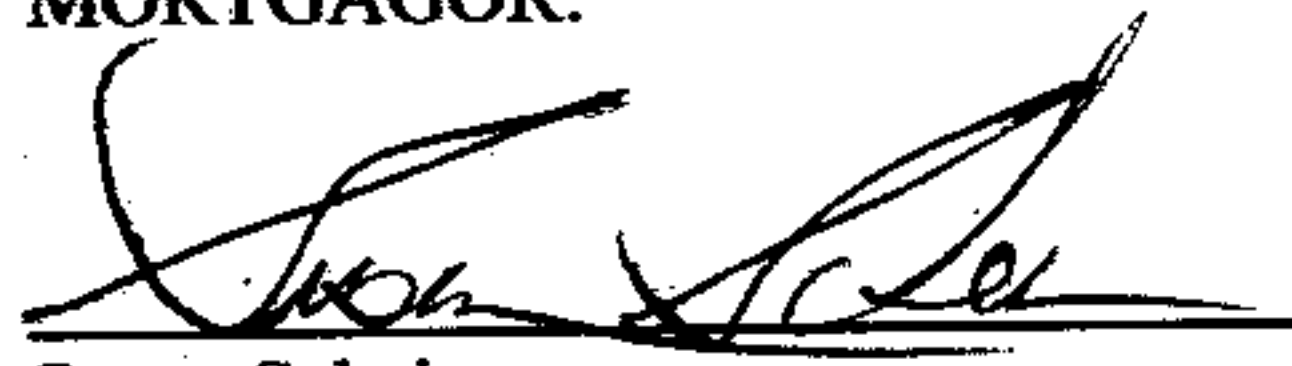
THE MORTGAGOR COVENANTS AND WARRANTS TO MORTGAGEE THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE HAVE BEEN OR WILL BE USED SOLELY FOR BUSINESS OR COMMERCIAL PURPOSES, AND THAT NO PART OF THE PROCEEDS OF SAID LOAN HAVE BEEN OR WILL BE USED FOR PERSONAL, FAMILY, HOUSEHOLD OR AGRICULTURAL PURPOSES.

Signatures and Notarizations are on following page

Please Return To:
Carolina Title, Inc.
1900 Indian Lake Drive
Birmingham, AL 35244

IN WITNESS WHEREOF, the Mortgagor have hereunto set their hands and seals this 25th day of October, 1999.

MORTGAGOR:

 L.S.
Susan Schein

 L.S.
Lonnie Schein

**STATE OF ALABAMA
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein and Lonnie Schein, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this 25th day of October, 1999.

(SEAL)


NOTARY PUBLIC
My Commission Expires: 10/04/03

This Instrument Prepared By:

Mark A. Franco, Esq.
Hill, Hill, Carter, Franco, Cole & Black, P.C.
425 S. Court Street
Montgomery, AL 36104

Please Return To:
Cahaba Title, Inc.
900 Indian Lake Drive
Birmingham, AL 35244

EXHIBIT "A"

A parcel of land located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, containing 11.03 acres more or less and being more particularly described as follows:

Commence at the SE corner of said Section 24; thence North 0 deg. 00 min. 43 sec. East along the East line of said Section 24, a distance of 3091.67 feet to the point of beginning, said point lying on the Westerly right of way line Shelby County Highway #35 (right of way varies); thence leaving said right of way line, continue along last described course a distance of 122.36 feet; thence South 89 deg. 53 min. 22 sec. East a distance of 17.25 feet to a point lying on the Westerly right of way line of said Shelby County Highway #35; said point also lying on a curve to the left, having a radius of 1,183.24 feet and subtended by a chord which bears North 20 deg. 30 min. 43 sec. East a chord distance of 104.64 feet; thence along the arc of said curve and said right of way line a distance of 104.67 feet; thence leaving said right of way line North 89 deg. 31 min. 09 sec. West a distance of 728.73 feet; thence South 85 deg. 08 min. 35 sec. West a distance of 171.49 feet; thence South 78 deg. 53 min. 03 sec. West a distance of 69.31 feet to a point lying on the Easterly right of way line of US Highway #65 (right of way varies); thence South 30 deg. 27 min. 03 sec. East along said right of way line a distance of 418.49 feet; thence South 11 deg. 38 min. 24 sec. East along said right of way line a distance of 229.75 feet to its point of intersection with the northerly right of way line of Shelby County Highway #52 (right of way varies); thence South 64 deg. 41 min. 16 sec. East along said right of way line of Shelby County Highway #52 a distance of 357.18 feet; thence leaving said right of way line North 4 deg. 43 min. 16 sec. East a distance of 192.40 feet to a point on a curve to the left, having a radius of 200.0 feet, and is subtended by a chord which bears North 87 deg. 16 min. 35 sec. East a chord distance of 51.83 feet; thence along the arc of said curve a distance of 51.98 feet; thence North 79 deg. 49 min. 54 sec. East a distance of 31.05 feet to the beginning of a curve to the right, having a radius of 150.0 feet and is subtended by a chord which bears South 81 deg. 45 min. 32 sec. East a chord distance of 94.74 feet; thence along the arc of said curve a distance of 96.39 feet; thence South 63 deg. 21 min. 06 sec. East a distance of 59.72 feet to a point lying on the Westerly right of way line of aforesaid Shelby County Highway #35; thence North 26 deg. 38 min. 54 sec. East along said right of way line a distance of 41.93 feet; thence North 18 deg. 01 min. 40 sec. East along said right of way line a distance of 206.98 feet to the beginning of a curve to the left having a radius of 1,183.24 feet and is subtended by a chord which bears North 14 deg. 31 min. 46 sec. East a chord distance of 144.40; thence along the arc of said curve and said right of way line a distance of 144.49 feet to the point of beginning.

Please Return To:
Cahaba Title, Inc.
900 Indian Lake Drive
Birmingham, AL 35244

Inst # 1999-44339

10/28/1999-44339
08:15 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

018 NMS 2826.00