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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Parcel Identification **2016 054937**
Number: 08-15-0483-0003
Municipality: Town of Merrillville, Lake County, Indiana

2016 AUG 12 AM 8:52
MICHAEL B. BROWN
RECORDER

WHEN RECORDED, MAIL TO:

First American Title Insurance Company

National Commercial Services

One Oxford Centre, Suite 4235

301 Grant Street

Pittsburgh, PA 15219

NCS-795086-PIT



THIS AMENDMENT TO MORTGAGE (this "Amendment") made as of the 28th day of July, 2016 but effective July 29, 2016, by and between MERRILLVILLE PROPERTIES, LLC, an Indiana limited liability company ("Mortgagor") and FIRST NIAGARA FUNDING, INC., successor in interest to National City Bank ("Mortgagee").

WHEREAS, Mortgagor previously executed a Term Note dated December 13, 2006 in the original principal amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) in favor of National City Bank ("Original Mortgagee"), predecessor in interest to Mortgagee (as such may have been amended, modified, extended, renewed or supplemented, or the like from time to time, the "Note"); and

WHEREAS, Mortgagor has previously granted to Original Mortgagee a mortgage lien pursuant to a Mortgage given by Mortgagor and dated December 13, 2006 and recorded on December 20, 2006 at the Lake County, Indiana Recorder's Office as Instrument No. 2006 111559 (as such may have been amended, modified, extended, renewed, supplemented, or the like from time to time, the "Mortgage") encumbering certain real, personal, and mixed property as more particularly described therein (the "Premises") and further set forth on Exhibit A attached hereto; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage to provide for those purposes set forth herein.

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\$ 31.00
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#054001

NOW; THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby covenant and agree as follows:

1. The foregoing recitals are incorporated herein by reference and Mortgagor represents, warrants and attests to the veracity thereof. Capitalized terms used herein without definition shall have the meaning set forth in the Mortgage.

2. The Mortgage shall be amended as follows:

(a) In addition to all other Obligations secured by the Mortgage, the Mortgage shall secure all Obligations, together with all interest thereon, evidenced by the following instrument(s) or agreement(s): Amended and Restated Term Note dated of even date herewith by Mortgagor to Mortgagee in the amount of \$795,600.00 and any amendments, supplements, renewals, modifications and extensions thereof, the provisions of the foregoing document(s) being incorporated herein by this reference (the "Amended Note").

3. THE MORTGAGE IS HEREBY MODIFIED SOLELY TO THE EXTENT THAT ANY TERMS OR PROVISIONS OF THE MORTGAGE ARE IRRECONCILABLY INCONSISTENT WITH THE TERMS OR PROVISIONS OF THIS AMENDMENT. Any subsequent modification or amendment of the Mortgage shall be a modification hereof to the extent that any term hereof is irreconcilably inconsistent with any term of such subsequent amendment or modification.

4. Mortgagor acknowledges and agrees that the Mortgage and each and every other document, instrument, or agreement, if any, which at any time has secured payment of the Note (the "Security Documents") hereby continue to secure prompt payment when due of the Amended and Restated Note. Mortgagor acknowledges and agrees that the Security Documents have secured payment of the Note since the respective date of each of the Security Documents.

5. Mortgagor warrants and represents to Mortgagee that (a) the Premises is free and clear of all liens, charges, and encumbrances (other than those in favor of Mortgagee and those to which Mortgagee has expressly consented in writing), (b) there are no setoffs, claims, or deductions of any nature against any amount due or to become due under the Note, and (c) as of the date hereof, there is no Event of Default in existence under any Loan Document and no event or condition in existence which, with the passage of time or the giving of notice, or both, would become or constitute an Event of Default under any Loan Document.

6. Mortgagor reconfirms, restates, and ratifies the Loan Documents, all in accordance with their respective terms except to the extent that any of those terms are expressly modified by the provisions of this Amendment, and Mortgagor confirms that the Loan Documents have, at all times since the date of their respective execution and delivery, continued in full force and effect.

7. This Amendment is not intended to be a novation, release or accord and satisfaction of the Mortgage.

8. This Amendment shall extend to and bind the parties hereto, their respective personal representatives, heirs, successors and assigns. This Amendment shall not be binding upon Mortgagee until accepted by it, as evidenced by its execution below.


[Signature Page Follows]

[Signature Page to Amendment to Mortgage]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment under seal on the date first set forth above.

Mortgagor:

MERRILLVILLE PROPERTIES, LLC

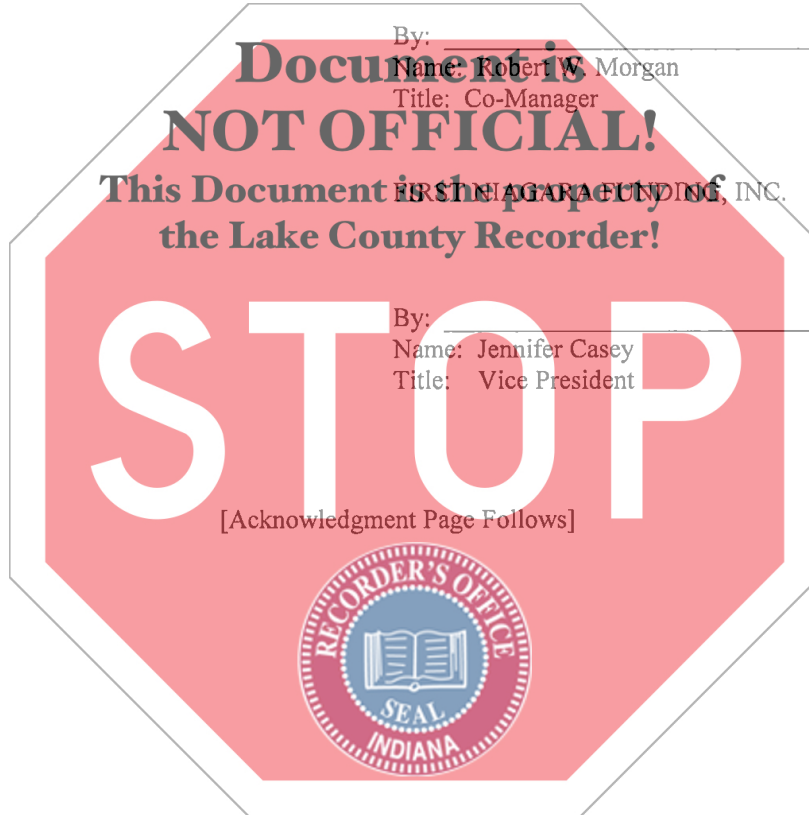
By:  (SEAL)
Name: Robert S. Crookston
Title: Co-Manager

By: _____ (SEAL)
Name: Robert W. Morgan
Title: Co-Manager

Mortgagee:

**This Document is the property of
the Lake County Recorder!**

By: _____
Name: Jennifer Casey
Title: Vice President



[Acknowledgment Page Follows]

[Signature Page to Amendment to Mortgage]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment under seal on the date first set forth above.

Mortgagor:

MERRILLVILLE PROPERTIES, LLC

By: _____ (SEAL)

Name: Robert S. Crookston

Title: Co-Manager

By: *Robert W. Morgan* (SEAL)

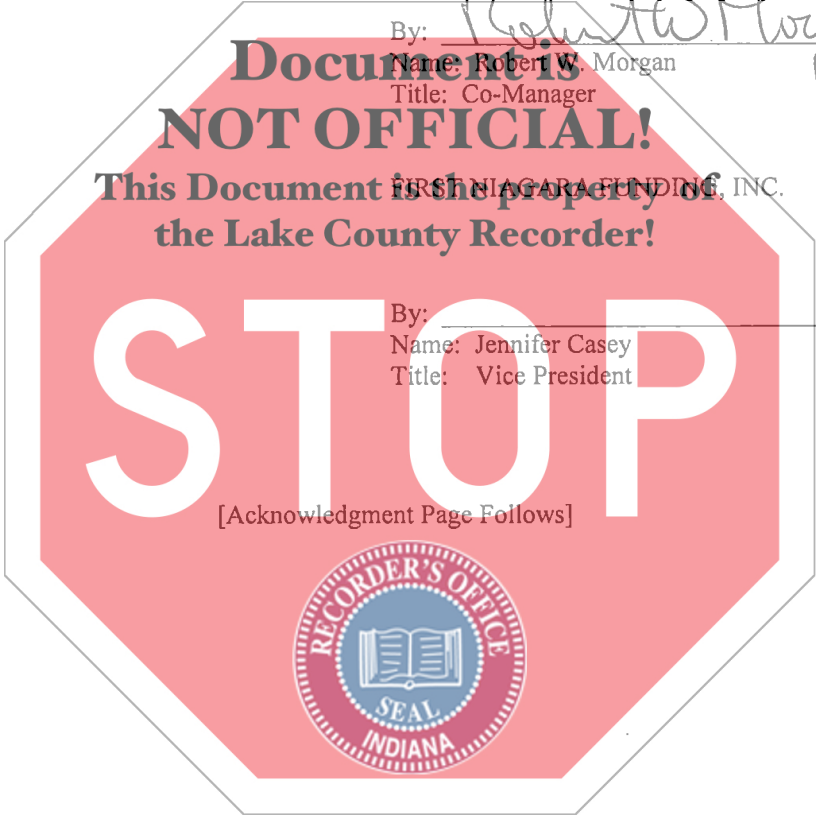
Name: Robert W. Morgan

Title: Co-Manager

Mortgagee:

First Niagara Funding, Inc.

This Document is the property of the Lake County Recorder!



By: _____

Name: Jennifer Casey

Title: Vice President

[Signature Page to Amendment to Mortgage]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed and delivered this Amendment under seal on the date first set forth above.

Mortgagor:

MERRILLVILLE PROPERTIES, LLC

By: [Signature] (SEAL)

Name: Robert S. Crookston
Title: Co-Manager

By: _____ (SEAL)

Name: Robert W. Morgan
Title: Co-Manager

Mortgagee:

FIRST NIAGARA FUNDING, INC.

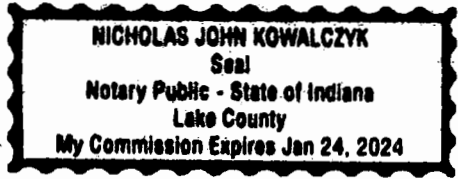
By: [Signature: Jennifer Casey]
Name: Jennifer Casey
Title: Vice President



[Acknowledgment Page Follows]

STATE OF INDIANA)
COUNTY OF PORTER)

SS:



On this, the 28th day of July, 2016, before me, a Notary Public, the undersigned officer, personally appeared Robert S. Crookston, known to me (or satisfactorily proven) to be a Co-Manager of Merrillville Properties, LLC ("Company"), and that as such Co-Manager, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such Co-Manager.

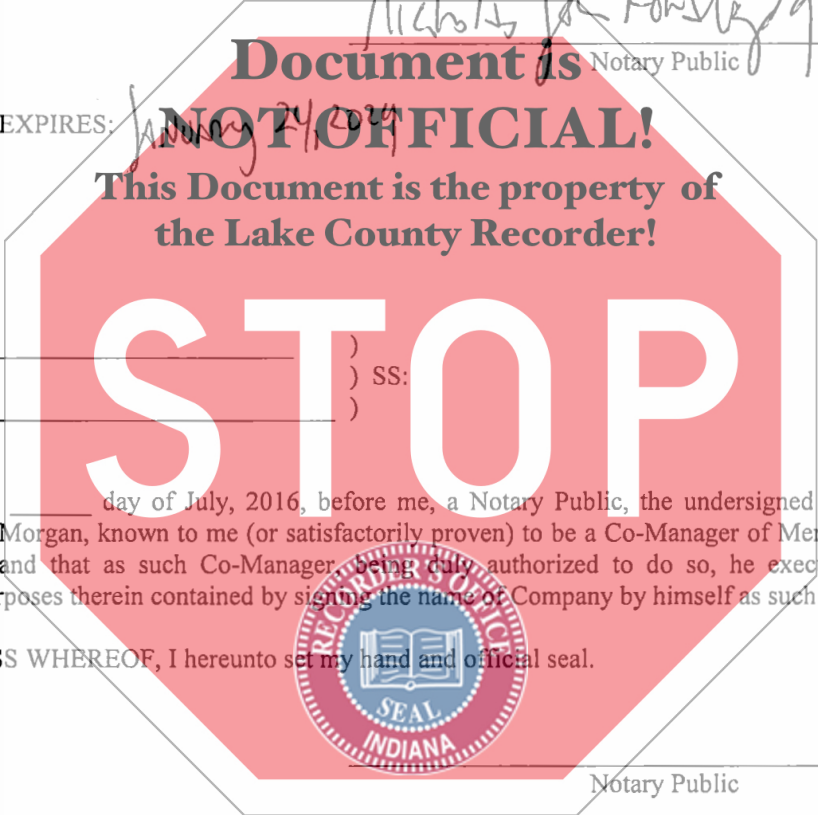
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nicholas John Kowalczyk

Notary Public

MY COMMISSION EXPIRES:

January 24, 2024



STATE OF _____)
COUNTY OF _____)

SS:

On this, the _____ day of July, 2016, before me, a Notary Public, the undersigned officer, personally appeared Robert W. Morgan, known to me (or satisfactorily proven) to be a Co-Manager of Merrillville Properties, LLC ("Company"), and that as such Co-Manager, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such Co-Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

MY COMMISSION EXPIRES:

STATE OF _____)
) SS:
COUNTY OF _____)

On this, the _____ day of July, 2016, before me, a Notary Public, the undersigned officer, personally appeared Robert S. Crookston, known to me (or satisfactorily proven) to be a Co-Manager of Merrillville Properties, LLC ("Company"), and that as such Co-Manager, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such Co-Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MY COMMISSION EXPIRES:

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

STATE OF Pennsylvania)
) SS:
COUNTY OF ERIE)

On this, the 28 day of July, 2016, before me, a Notary Public, the undersigned officer, personally appeared Robert W. Morgan, known to me (or satisfactorily proven) to be a Co-Manager of Merrillville Properties, LLC ("Company"), and that as such Co-Manager, being duly authorized to do so, he executed the foregoing instrument for the purposes therein contained by signing the name of Company by himself as such Co-Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Barbara H. Raines
Notary Public

MY COMMISSION EXPIRES March 24 2020

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara H. Raines, Notary Public
Millcreek Twp., Erie County
My Commission Expires March 24, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Allegheny)

SS:

On this, the 28 day of July, 2016, before me, a Notary Public, the undersigned officer, personally appeared Jennifer Casey, known to me (or satisfactorily proven) to be the Vice President of FIRST NIAGARA FUNDING, INC., and that as such officer, being duly authorized to do so, s/he executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Susan Z. Mazur
Notary Public

MY COMMISSION EXPIRES: May 21, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan Z. Mazur, Notary Public
City of Pittsburgh, Allegheny County
My commission expires May 21, 2018

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence and complete address of Mortgagee under the foregoing Amendment to Mortgage is as follows: 726 Exchange Street, Buffalo, NY 14210.

By: Jennifer Casey
Name: Jennifer Casey
Title: Vice President



Schedule A

Real Property Description

Lot "C" Commerce Park, a Planned Business Center, in the Town of Merrillville, as per Plat thereof, recorded in Plat Book 48, page 119 in the Office of the Recorder of Lake County, Indiana.

