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GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-024856

8:38 AM 2021 Mar 19

State of Indiana

Cross-Reference Instrument No. 2012-081483

AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND
ASSIGNMENT OF LEASES AND RENTS OR TO MORTGAGE, FIXTURE FILING
AND ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO AMENDED AND RESTATED MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS OR TO MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "**Amendment**"), dated as of July 14, 2020 is made by and between SBA PROPERTIES, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 8051 Congress Avenue, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS-Alternative and Structured Finance Services.

PRELIMINARY STATEMENT

- A. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "**Servicer**") and the others parties thereto entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (as amended to date, the "**Loan Agreement**").
- B. The Mortgagor, the Servicer and the others parties thereto entered into that certain Sixth Loan and Security Agreement Supplement and Amendment dated as July 14, 2020 (the "**Supplement**"), which among other things, amended the Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.
- C. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor's obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "**Existing Mortgage**") which encumbers the fee simple estate(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.

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D. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. The Section of the Existing Mortgage captioned "MAXIMUM SECURED AMOUNT" is amended and restated in its entirety to read as follows:

MAXIMUM SECURED AMOUNT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, MORTGAGOR HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS SECURED BY THIS MORTGAGE INCLUDE, AND THAT THIS MORTGAGE IS GIVEN TO SECURE, ADVANCES THAT MAY BE MADE BY MORTGAGEE TO THE BORROWERS OR MORTGAGOR AND OBLIGATIONS TO MORTGAGEE THAT MAY BE INCURRED BY THE BORROWERS OR MORTGAGOR AFTER THE EXECUTION OF THIS MORTGAGE ("FUTURE ADVANCES") AND THAT THIS MORTGAGE SHALL SECURE ALL FUTURE ADVANCES OF EVERY KIND AND WHENEVER OCCURRING, PROVIDED, HOWEVER, THAT THE MAXIMUM AMOUNT OF UNPAID FUTURE ADVANCES OUTSTANDING AT ANY ONE TIME SHALL NOT EXCEED **\$10,600,000,000**, SUCH MAXIMUM AMOUNT BEING STATED HEREIN PURSUANT TO AND IN ACCORDANCE WITH INDIANA CODE § 32-29-1-10 AND NOT BEING A COMMITMENT BY MORTGAGEE TO MAKE FUTURE ADVANCES, AND PROVIDED, FURTHER, THAT THE MAXIMUM PRINCIPAL AMOUNT OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE AT ANY ONE TIME IN ALL EVENTS SHALL NOT EXCEED **\$10,600,000,000**. SUCH LIMITATION SHALL NOT LIMIT THE SECURITY OF THIS MORTGAGE WITH RESPECT TO (I) INTEREST ON THE AFORESAID MAXIMUM AMOUNT OF PRINCIPAL INDEBTEDNESS AT THE RATES PROVIDED IN THE CREDIT AGREEMENT, (II) AFTER A DEFAULT BY MORTGAGOR TO PAY OR PERFORM SAME, SUMS TO PAY IMPOSITIONS AS PROVIDED FOR HEREIN, (III) AFTER A DEFAULT BY MORTGAGOR TO PAY OR PERFORM SAME, SUMS TO PAY PREMIUMS ON INSURANCE POLICIES COVERING THE MORTGAGED PROPERTY AS PROVIDED FOR HEREIN, (IV) EXPENSES INCURRED IN UPHOLDING OR ENFORCING THE LIEN

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OF THIS MORTGAGE, INCLUDING, BUT NOT LIMITED TO, THE EXPENSES OF ANY LITIGATION TO PROSECUTE OR DEFEND THE RIGHTS AND LIEN CREATED BY THIS MORTGAGE, (V) AFTER DEFAULT BY MORTGAGOR TO PAY OR PERFORM SAME, EXPENSES INCURRED TO PROTECT THE MORTGAGED PROPERTY, (VI) ANY AMOUNT, COSTS OR CHARGE TO WHICH MORTGAGEE BECOMES SUBROGATED, UPON PAYMENT, WHETHER UNDER RECOGNIZED PRINCIPLES OF LAW OR EQUITY, OR UNDER EXPRESS STATUTORY AUTHORITY AND (VII) ANY OTHER AMOUNT SECURED BY THIS MORTGAGE WHICH IF NOT LIMITED BY SUCH LIMITATION WOULD NOT RENDER THIS MORTGAGE INDEFINITE OR INCREASE THE AMOUNT OF MORTGAGE RECORDING TAXES, IF ANY, PAYABLE WITH RESPECT TO THIS MORTGAGE.

2. The **final maturity date** of the indebtedness secured by the Mortgage (defined in paragraph 4 below), and date final payment of the indebtedness secured by the Mortgage is due, is **July 14, 2052**. If the Existing Mortgage contains any statement that conflicts with the preceding sentence, such conflicting statement is deleted and replaced with the preceding sentence.

3. All references in the Existing Mortgage to the defined term "Mortgage" shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties hereby give notice that the Loan Agreement has been amended pursuant to the Supplement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Loan Agreement referred to in the Mortgage, as amended by the Supplement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

4. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

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5. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

6. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

8. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

9. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

11. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

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

This instrument prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Administrator
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483

✓

Property of Lake County Recorder

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This Amendment has been duly executed by the parties hereto as of the date first set forth above.

Tina Wright
(signature of witness)

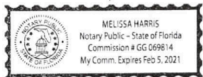
Print Name Tina Wright

SBA PROPERTIES, LLC, a Delaware limited liability company

By: M. Aljovin
Name: Martin Aljovin
Title: Vice President, Asset Optimization

Melissa Harris
Notary Public

(SEAL)



My Commission Expires: 2/5/21

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of Florida)
County of Palm Beach) :ss:

On the 14th day of July in the year 2020 before me, the undersigned, personally appeared Martin Aljovin, Vice President, Asset Optimization personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me by means of physical presence or online notarization that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Melissa Harris
NOTARY PUBLIC



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UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of Florida)

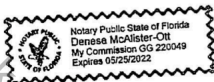
:ss:

County of Palm Beach)

On the 14th day of July in the year 2020 before me, the undersigned, personally appeared Tina Wright, as Witness to Martin Aljovin, Vice President, Asset Optimization of said company personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me by means of physical presence or online notarization that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.




NOTARY PUBLIC




City of Lake County Recorder

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DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee and lender

By: 
Name: Ronaldo Reyes
Title: Vice President


(Signature of Witness)
Print Name: Suzanne C. Patten

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee and lender

By: 
Name: Katherine M. Wannenmacher
Title: Vice President

Property of Lake County Recorder

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn August 13, 2020 before me, Luz A. Meda Valdivia, Notary Public

Date

Here Insert Name and Title of the Officer

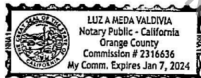
personally appeared Suzanne C. Patten

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature _____
Signature of Notary Public**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Amendment to Second Amended and Restated MortgageDocument Date: August 13, 2020

Number of Pages: _____

Signer(s) Other Than Named Above: Ronaldo Reyes and Katherine M. Wannemacher**Capacity(ies) Claimed by Signer(s)**Signer's Name: Suzanne C. Patten

Signer's Name: _____

 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____ Partner – Limited General Partner – Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: Witness Other: _____Signer is Representing: Deutsche Bank Trust

Signer is Representing: _____

Company Americas, as Trustee

CALIFORNIA ACKNOWLEDGMENT

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before me,

Luz A. Meda Valdivia, Notary Public

Date

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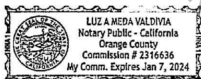
personally appeared Ronaldo Reyes and Katherine M. Wannemacher

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature

Signature of Notary Public

OPTIONAL

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Signer(s) Other Than Named Above: Suzanne C. Patten**Capacity(ies) Claimed by Signer(s)**Signer's Name: Ronaldo ReyesSigner's Name: Katherine M. Wannemacher Corporate Officer – Title(s): Vice President Corporate Officer – Title(s): Vice President Partner – Limited General Partner – Limited General Individual Attorney in Fact Individual Attorney in Fact Trustee Guardian or Conservator Trustee Guardian or Conservator Other: _____ Other: _____Signer is Representing: Deutsche Bank TrustSigner is Representing: Deutsche Bank Trust

Company Americas, as Trustee

Company Americas, as Trustee

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SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Lake
State: IN
Site Code: JN02763-S
Parcel ID: 45-13-20-426-002.000-030
Address: 7627 E. Lincoln Highway, Crown Point, IN, 46307-8821

A. Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA Properties, LLC f/k/a SBA Properties, Inc.
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: August 9, 2012
Recording Information: 11/19/2012 doc# 2012-081483

B. Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Properties, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: April 18, 2013
Recording Information: 9/12/2013 inst#2013-066955

C. Amendment to Mortgage, Fixture Filing and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Properties, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: September 13, 2019
Recording Information: 1-31-2020 INSTR# 2020-007817