

20 4-50 533  
03 28 2 24 09 41 A 1  
TOTAL FEES: 55.00  
BY: JAS  
PG #: 7  
RECORDED AS PRESENTED

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**RECORDATION REQUESTED BY:**

First Merchants Bank  
Flossmoor Branch  
3301 W. Vollmer Road  
Flossmoor, IL 60422

**WHEN RECORDED MAIL TO:**

First Merchants Bank  
ATTN: Loan Operations - Documents  
P. O. Box 7011  
Muncie, IN 47308

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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 20, 2024, is made and executed between Morningside, LLC, whose address is 11337 Wild Meadow PL, San Diego, CA 92131 (referred to below as "Grantor") and First Merchants Bank, whose address is 3301 W. Vollmer Road, Flossmoor, IL 60422 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 11, 2013 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated July 11, 2013 and recorded July 16, 2013 as instrument number 2013 051222 in the office of the recorder of Lake County, Indiana to Citizens Financial Bank NKA First Merchants Bank.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

PARCEL 1: LOTS 84, 85 AND 86, EXCEPT THE SOUTH 64.53 FEET OF LOT 86, PLAT OF CORRECTION, HARVEST MANOR UNIT 1, SECTION NO. 3, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 55 PAGE 49, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE SOUTH 64.53 FEET OF LOT 86 AND ALL OF LOTS 87 AND 88, PLAT OF CORRECTION, HARVEST MANOR UNIT NO. 1, SECTION NO. 3, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS

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SHOWN IN PLAT BOOK 55 PAGE 49, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 2601-2615 & 2633-2649 Morningside Drive, Schererville, IN 46375. The Real Property tax identification number is 45-11-23-285-001.000-036 & 45-11-23-285-004.000-036.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The maximum obligation limit will be increased to \$2,908,000.00.**

The word "Note" means the promissory note dated February 26, 2024 in the original principal amount of \$1,454,000.00 from Borrower/Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is February 15, 2029.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**ELECTRONIC EXECUTION OF DOCUMENTS.** Delivery of an executed counterpart of a signature page of this Agreement, any other Credit or Loan Document or any document, amendment, approval, consent, information, notice (including, for the avoidance of doubt, any notice delivered pursuant to this Agreement), certificate, request, statement, disclosure or authorization related to this Agreement, any other Credit or Loan Document or the transactions contemplated hereby or thereby (each an "Ancillary Document") that is an Electronic Signature transmitted by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page and a scanned copy of an executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement, such other Credit Document or such Ancillary Document, as applicable. The words, "execution", "signed", or "signature", "delivery", and words of like import in or relating to this Agreement, any other Credit or Loan Document or any Ancillary Document shall be deemed to include electronic signatures, deliveries or the keeping of records in any electronic form (including deliveries by emailed .pdf or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Bank or any Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided further that, without limiting the foregoing, the Agents, the Lenders and the Issuing Banks shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of the Borrower, Guarantor, or any other Credit Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic Signature. "Electronic Signature" means an electronic sound, symbol, or process attached to, or associated with a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

**LOAN ASSIGNMENT.** Lender may assign, sell or transfer the Mortgage or Deed of Trust to any affiliate of the Lender without notice to the Grantor.

**LEGAL ACTIONS.** There are no Claims or investigations by or before any court or Governmental Authority,

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pending, or to the best of Grantor's knowledge and belief, threatened against or affecting Grantor, Grantor's business or the Property. There is no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving Grantor, any Guarantor or the Property with respect to the Controlled Substances Act, any anti-money laundering Laws, or the Civil Asset Forfeiture Reform Act that is pending or, to the knowledge of Grantor, threatened. Grantor is not in default with respect to any order, writ, injunction, decree or demand of any court or any Governmental Authority affecting Grantor or the Property. Controlled Substances Act means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute. Civil Asset Forfeiture Reform Act means the Civil Asset Forfeiture Reform Act of 2000 (18 U.S.C. Sections 983 et seq.), as amended from time to time, and any successor statute.

**COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS.** Grantor is in compliance with the requirements of all applicable Laws. Each of Grantor, Guarantor, and the Property is in compliance with the Controlled Substances Act and all anti-money laundering Laws. No violation of any Law exists with respect to the Property.

**COMPLIANCE WITH LAWS.** Grantor shall comply with all Laws and all orders, writs, injunctions, decrees and demands of any court or any Governmental Authority affecting Grantor or the Property. Grantor shall comply with the Controlled Substances Act and all applicable anti-money laundering Laws.

**NOTIFICATION BY GRANTOR.** Grantor shall, within ten (10) days after the occurrence of any of the following events, notify Lender in writing thereof, specifying in each case the action Grantor has taken or will take with respect thereto: (a) any Default or Event of Default hereunder or under any of the other Loan Documents; (b) any violation of Law by Grantor or any Guarantor, or any claim or assertion by any Governmental Authority that the Property or Improvements fail to comply with any Law; (c) any investigation by any Governmental Authority, or any litigation, arbitration or other proceeding instituted or threatened against Grantor or any Guarantor or the Property, including pursuant to the Controlled Substances Act, anti-money laundering Laws, or the Civil Asset Forfeiture Reform Act.

**CONTROLLED SUBSTANCES.** Grantor shall not, and shall not suffer or permit a tenant under any Lease to violate any Laws affecting the Property, including the Controlled Substances Act, including the commencement of any proceedings under the Civil Asset Forfeiture Reform Act. Upon learning of any conduct contrary to this Section, Grantor shall immediately take all actions reasonably expected under the circumstances to terminate any such use of the Property, including: (a) to give timely notice to an appropriate law enforcement agency of information that led Grantor to know such conduct had occurred, and (b) in a timely fashion to revoke or make a good faith attempt to revoke permission for those engaging in such conduct to use the Property or to take reasonable actions in consultation with a law enforcement agency to discourage or prevent the illegal use of the Property.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 20, 2024.

GRANTOR:

MORNINGSIDE, LLC

By: *Kristina Mantis*  
Kristina Mantis, Member of Morningside, LLC

By: *Steven M Ruzich*  
Steven M Ruzich, Member of Morningside, LLC

LENDER:

FIRST MERCHANTS BANK

X *Kevin T. Wagner, VP*  
Kevin T. Wagner, Vice President

County of Lake County Recorder

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Loan No: 3532917

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### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CA

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) SS

COUNTY OF San Diego

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On this 20 day of March, 20 24, before me, the undersigned Notary Public, personally appeared **Kristina Mantis, Member of Morningside, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Farshad Daneshvar

Residing at San Diego CA

Notary Public in and for the State of CA

My commission expires Nov 25 2027

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

) SS

COUNTY OF Lake



Connie Duke, Notary Public  
Lake County, State of Indiana  
Commission No: NP0648139  
My Commission Expires 10/08/2029

On this 22nd day of March, 20 24, before me, the undersigned Notary Public, personally appeared **Steven M Ruzich, Member of Morningside, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Connie Duke

Residing at Lake

Notary Public in and for the State of Indiana

My commission expires 10/08/2029

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## CALIFORNIA ALL-PURPOSE 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 San Diego )  
On 03/20/2024 before me, Farshad Daneshvar, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Kristina Mantis  
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.



Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

#### Description of Attached Document

Title or Type of Document: modification of mortgage loan # 3532917

Document Date: 03/20/2024 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: Kristina Mantis

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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### LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



Connie Duke, Notary Public  
Lake County, State of Indiana  
Commission No: NP0648139  
My Commission Expires 10/08/2029

On this 22nd day of March, 2024, before me, the undersigned Notary Public, personally appeared **Kevin T. Wagner** and known to me to be the **Vice President**, authorized agent for **First Merchants Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Merchants Bank**, duly authorized by **First Merchants Bank** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **First Merchants Bank**.

By Connie Duke

Residing at Lake

Notary Public in and for the State of Indiana

My commission expires 10/08/2029

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 (Mary Vendlands, Commercial Fulfillment Specialist III).

This Modification of Mortgage was prepared by: **Mary Vendlands, Commercial Fulfillment Specialist III**