

NOT AN OFFICIAL DOCUMENT

2024-009534
03/28/2024 05:47 AM

TOTAL FEES: 55.00

BY: JAS

PG #: 8

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 20, 2024, is made and executed between Ruzich Properties, 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 22, 2013 as Instrument Number 2013 053160 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:

LOT 8 IN RESUBDIVISION OF EASTWOOD SUBDIVISION, UNIT ONE, TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

NOT AN OFFICIAL DOCUMENT

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3532909

Page 2

The Real Property or its address is commonly known as 645 Moraine Trail, Schererville, IN 46375. The Real Property tax identification number is 45-11-1. 16-303-003.000-036, Special Assessment for the Little Cal River Basin.

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

The word "Note" means the promissory note dated March 15, 2024 in the original principal amount of 887,000.00 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

Future Advance. In addition to the note, this mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any amounts expended by Lender on Grantor's behalf as provided for in this mortgage. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice, and any other material, applicable notices, are given.

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

NOT AN OFFICIAL DOCUMENT

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3532909

Page 3

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, 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.

NOT AN OFFICIAL DOCUMENT

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3532909

Page 4

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:

RUZICH PROPERTIES, LLC

By: [Signature]
Steven M Ruzich, Member of Ruzich Properties, LLC

By: [Signature]
Kirstina Mantis, Member of Ruzich Properties, LLC

LENDER:

FIRST MERCHANTS BANK

x [Signature]
Kevin T. Wagner, Vice President

LIMITED LIABILITY COMPANY 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, 20 24, before me, the undersigned Notary Public, personally appeared Steven M Ruzich, Member of Ruzich Properties, 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

NOT AN OFFICIAL DOCUMENT

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 3532909

Page 5

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF California)

) SS

COUNTY OF San Diego)



On this 20 day of March, 20 24, before me, the undersigned Notary Public, personally appeared Kristina Mantis, Member of Ruzich Properties, 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

LENDER 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 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

NOT AN OFFICIAL DOCUMENT

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]
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 # 353 29 09
Document Date: 03/20/2024 Number of Pages: _____
Signer(s) Other Than Named Above: Kristina Mantis

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 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: _____

NOT AN OFFICIAL DOCUMENT

MODIFICATION OF MORTGAGE (Continued)

Loan No: 3532909

Page 6

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 (Charleen Belue, Commercial Fulfillment Specialist III).

This Modification of Mortgage was prepared by: Charleen Belue, Commercial Fulfillment Specialist III

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

RECORDING PAGE

Property of Lake County Recorder