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AMENDMENT TO MORTGAGE

Eugene "Gene" Moore Fee: \$50.50 Cook County Recorder of Deeds Date: 06/11/2003 01:13 PM Pg: 1 of 3

THIS AGREEMENT made and entered as of the 16th day of November, 2001, by and between LEE D. POMERANCE ("Mortgagor") and FIRST BANK MORTGAGE ("Mortgagee").

WITNESSETH:

- A. Mortgagor has executed that certain Adjustable Rate Note dated June 29, 1995 ("Note") in favor of Mortgagee in the original principal amount of \$125,200.00.
- B. As security for the Note, Mortgagor has entered into that certain Mortgage dated June 29, 1995 in favor of Windsor Mortgage, Inc. ("Windsor"), which Mortgage was assigned to Mortgagee by Assignment of Mortgage dated June 29, 1995 (collectively the "Mortgage").
- C. The parties mutually desire to amend the Mortgage all on and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained the parties hereby agree as follows:

- 1. <u>Amendment.</u> The parties a gree that the legal description attached to the Mortgage is hereby deleted in its entirety and shall be replaced with Exhibit A attached hereto and made a part hereof.
- 2. <u>Effective Date.</u> This Agreement sha's become effective as an Amendment to the Mortgage as of the date hereof (herein referred to as the "Effective Date").
- 3. Representations. Each party covenants, represents and warrants to the other that it has full power and authority to execute and perform this Agreement.
- 4. Whole Agreement. This Agreement sets forth the entire Agreement between the parties with respect to the matters set forth herein. There have been no additional or all or written representations or agreements as amended herein. The Mortgage between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Mortgage and this Agreement, the latter provisions shall govern and control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MISSOUTH MISSOUTH

MORTGAGOR:

Lee D. Pomerance

MORTGAGEE:

FIRST BANK d/b/a

FIRST BANK MORTGAGE

Judith A. Schmersahl

Its: Senior Vice President

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| STATE OF ILLINOIS)) SS: |
|--|
| COUNTY OF COOK) |
| I, Jason Williams a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Lee D. Pomerance, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and run poses therein set forth. GIVEN under my hand and Notarial Seal, this 19th day February, 2003. Notary Public |
| My Commission Expires: |
| Official Seal Jason Williams Notary Public State of Illinois My Commission Expires 10/11/05 |
| STATE OF MISSOURI) SS: COUNTY OF ST. LOUIS) |
| I, M. Rochelle Nelson , a Notary Public in and for said County in the State aforesaid, do hereby certify that Judith A. Schmersahl Sr. Vice President of First Bank Mortgage, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein; and that (s)he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein. |
| GIVEN under my hand and Notarial Seal, this 3rd day March of 2003. |
| My Commission Expires: Notary Public Notary Public NOTARY PUBLIC S PU |

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EXHIBIT A

LEGAL DESCRIPTION

UNIT NO. 305 AND GARAGE SPACE NO. G5 IN HANDELSMAN LOFT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 22 TO 29 IN HARBINE AND ROMAN'S SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH AND WEST OF MILWAUKEE AVENUE; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 94563969, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

Address of Property:

809 North Racine Avenue

a. mois . Chicago, Illinois 60622

PIN: 17-05-415-031-1014

17-05-415-031-1035