



AMENDMENT TO MORTGAGE

THIS AGREEMENT made and entered as of the 16<sup>th</sup> 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. Amendment. The parties agree 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. Effective Date. This Agreement shall 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 oral 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.

MORTGAGOR:

Lee D. Pomerance  
Lee D. Pomerance

MORTGAGEE:

FIRST BANK d/b/a  
FIRST BANK MORTGAGE

By: Judith A. Schmersahl  
Judith A. Schmersahl  
Its: Senior Vice President



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# UNOFFICIAL COPY

## 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  
Chicago, Illinois 60622

PIN: 17-05-415-031-1014  
17-05-415-031-1035

Property of Cook County Clerk's Office