

6/3/13

Representative Copy

BERNSTEIN Family Realty, LLC
950 PENINSULA CORPORATE CIRCLE, # 3010
BOCA RATON, FL 33487

RE: SECOND ANNIVERSARY of MORTGAGE AND PROMISSORY NOTE AMENDMENT ON
RESIDENCE AT 2753 N.W. 34TH ST., BOCA RATON, FL EFFECTIVE TUESDAY, JUNE 19, 2012.

Dear Sirs

Referencing the amendment to the original NOTE, we offer the... (3) options:

- 1.) ☐ Pay the Loan balance of \$110,000 + (1) ONE YEARLY interest (\$110,000 X .035 = \$3850 = \$113,850);
- 2.) ☐ Pay the interest due for this renewal year only (\$110,000 X .035) = \$3850.
- 3.) ☐ Pay NO (ZERO) INTEREST ON PRINCIPAL this year AND ALLOW THE INTEREST TO ACCRUE AND COMPOUND until the final balloon payment is due on June 19, 2014.

If you wish to pay the balloon plus interest prematurely, I'll direct our attorney, John Cappella, who prepared the mortgage amendment, to draw up a "Satisfaction of Mortgage" document. Would you please check the box that represents the option that you are currently choosing, sign it and return a copy to us in the enclosed, self-addressed, stamped envelope? Please print your name clearly under your signature.

Thank you,

X _____ Noted as...

Walter E. Sahn, Jr.

X _____ Mortgage

Patricia A. Sahn

X _____ Representative

PRINT NAME

Bernstein Family Realty, LLC

NOW THEREFORE, in consideration of the foregoing premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment to Mortgage and Promissory Note. Effective June 19, 2011, the parties hereto amend the Mortgage and Promissory Note to provide that by agreement the date on which all principal is due and payable is hereby extended to June 19, 2014. Annual payments of interest only at the rate of 3.5% per annum shall continue to be due on the anniversary date of the Promissory Note until June 19, 2014 when all unpaid principal and accrued interest shall be due and payable in full.

2. Confirmation and Ratification. Mortgagor hereby ratifies and confirms all its obligations set forth in the Mortgage and Promissory Note. Mortgagor hereby certifies to Mortgagee that no event of default has occurred under such documents, nor any event which, with the giving of notice or the passage of time or both, would constitute such an event of default. Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has no defense or offsets against the payment of any amounts due, or the performance of any obligations required by, the Loan Documents.

3. Miscellaneous.

(a) Except as expressly amended herein, the Mortgage and Promissory Note remain in full force and effect.

(b) This Amendment may be executed in multiple counterparts each of which, when taken together, shall constitute one and the same instrument.

(c) In the event of any inconsistency between the terms contained herein, and the provisions of Mortgage and Promissory Note, the terms of this Amendment shall govern.

(d) The individual executing this document hereby certifies that he has authority to engage in and execute this Amendment to Mortgage and Promissory Note.

SEE EXECUTION BLOCK ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

D Banks
Print Name: Diana Banks

(Shari Dunham)
Print Name: Shari Dunham

MORTGAGOR:

BERNSTEIN FAMILY REALTY, LLC,
a Florida limited liability company

By: [Signature]
Simon Bernstein, Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2012, by Simon Bernstein, as Manager of Bernstein Family Realty, LLC, a Florida limited liability company. He ✓ is personally known to me or has produced a driver's license as identification.

(Seal)

[Signature]
Notary Public, State of Florida
Name: Kelly Michelle Buchanan
Commission Expires: 7-1-2015
Commission No.: EE 86156

