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Doc#: 1913541029 Fee: \$54.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 05/15/2019 10:06 AM Pg: 1 of 4

Prepared by and Mail to:
Commercial Loan Dept.
Republic Bank of Chicago
2221 Camden Court, Floor 1
Oak Brook, IL 60523

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 7th day of May, 2019 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, successor in interest to DuPage National Bank hereinafter called Lender, and ANDREJ SHABAT, JOULIA SHABAT AND J & A SPORTS BAR INC. the Borrowers under the Note and Owner of the property, all of which are hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$468,000.00 dated February 25, 2004 secured either in whole or in part by a Mortgage and Assignment of Rents recorded on March 5, 2004 as Document Nos. 0406532063 and 0406532064 covering the real estate described as follows:

LOT 23 IN SUBDIVISION OF LOTS 15 AND 16 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5650 W. Diversey, Chicago, IL 60639
PIN: 13-29-230-030-0000

WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage by extending the maturity, and then recalculating the monthly payments of principal and interest based upon a 17 year amortization and as otherwise set forth herein;

NOW, THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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1. As of the date hereof, the amount of the principal indebtedness is Three Hundred Fifty Two Thousand One Hundred Fifty Two and 41/100 Dollars (\$352,152.41).
2. The maturity date of the Note hereinbefore described is hereby extended from May 1, 2019 to May 1, 2024.
3. Upon execution of this agreement Lender will release the Commercial Security Agreement of J & A Sports Bar Inc. and release the financing statement associated therewith.
4. The monthly payment will be in monthly installments of principal and interest in the amount of Two Thousand Six Hundred Seventy Six and 77/100 Dollars (\$2,676.77) each beginning June 1, 2019 and continuing on the 1st day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on May 1, 2024.
5. The monthly tax escrow payment in the amount of Six Hundred Thirty Seven and 09/100 Dollars (\$637.09) will resume on June 1, 2019 and continue on the 1st day of each and every month thereafter, subject to annual adjustment based upon an analysis of the tax bill.
6. This agreement is subject to Second Party paying Lender a loan fee of \$3,522.00, interest through May 1st in the amount of \$1,015.62, May's escrow payment in the amount of \$597.09, a documentation fee of \$475.00, suits, liens & judgment searches in the amount of \$84.00, and a flood fee in the amount of \$25.00. Total due with modification is \$6,318.71.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Borrower and in all respects free from all defenses, setoffs and counterclaims both in law and equity.

In all other respects, the Note hereinbefore described and all documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Lender to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Lender of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Lender including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

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STATE OF ILLINOIS]
] ss
COUNTY OF Cook]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Michael Beckerman 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, sealed and delivered the said instrument as such officer of said Lender and caused the seal of said Lender to be thereunto affixed as free and voluntary act and as the free and voluntary act and deed of said Lender for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of May, 2019.

Donna Zalig
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF _____]



I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that ANDREJ SHABAT, 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, sealed and delivered the said instrument as free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of May, 2019



Dorota Smialkowska
Notary Public

STATE OF ILLINOIS]
] ss
COUNTY OF _____]

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that JOULIA SHABAT, 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, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of May, 2019



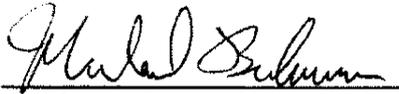
Dorota Smialkowska
Notary Public

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IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

LENDER:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

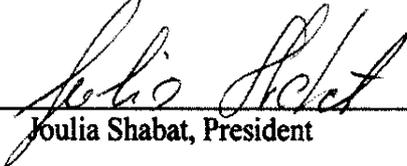
SECOND PARTY:

BY: 
Michael Beckerman,
Sr. Vice President


Andrej, Shabat, Individually


Julia Shabat, Individually

J & A Sports Bar Inc.

BY: 
Julia Shabat, President

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