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

Doc#: 2319841054 Fee: \$107.00
Karen A. Yarbrough
Cook County Clerk
Date: 07/17/2023 10:49 AM Pg: 1 of 5

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made as of this 6th day of June, 2023 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Lender, and ESTIA, L.L.C., Borrower under the Note and/or Owner of the Property, STEPHAN GOMBIS, NIKI GOMBIS AND AMARISA GOMBIS, the Guarantors and hereafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Lender is the owner of that certain Note in the amount of \$272,300.00 dated May 26, 2016, together with all renewals, extensions, modifications, refinancing's, consolidations and substitutions thereof secured either in whole or in part by a Commercial Mortgage and Assignment of Rent recorded as Document No. 1619634021 and 1619634022 covering the real estate described below:

LOT 8 IN BLOCK 4 IN SPRINGER AND FOX'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 3148 S. Throop St., Chicago, IL 60608
PIN: 17-32-105-010-0000

WHEREAS, the parties hereto wish to modify the terms of said Note by modifying the rate of interest charged, recalculating the monthly principal and interest payment based upon a 15 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:

1. As of the date hereof, the amount of the principal indebtedness is One Hundred Fifty-Eight Thousand Seven Hundred Fifty-Three and 18/100 Dollars (\$158,753.18).
2. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from May 26, 2023 to May 26, 2028.
3. The nominal Interest Rate of such Note is hereby modified from the existing Interest Rate of 4.25% to the new Interest Rate of 6.50% effective May 26, 2023.

Actual interest shall be calculated on the basis of a 365/360 day year, which is to say that by applying the ratio of the rate of interest charged over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All sums received by the Lender shall be applied first to costs

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then accrued interest and then to principal.

4. The new monthly payment will be in monthly installments of principal and interest in the amount of One Thousand Three Hundred Ninety-One and 49/100 Dollars (\$1,391.49) each beginning May 26, 2023 and continuing on the 26th day of each and every month thereafter, except that all sums due, if not sooner paid, shall be due and payable on May 26, 2028.
5. Borrower may pay the unpaid principal of the loan in whole or in part upon payment of a prepayment fee calculated as follows: 3% of principal, if paid in the first loan year, 2% of principal if paid in the second loan year and 1% of principal if paid in the third loan year. Thereafter, the loan may be prepaid without payment of prepayment fee. For purpose of this agreement, the first loan year will be deemed to begin on April 26, 2021.
6. This agreement is subject to Borrower paying Lender loan documentation fee of \$475.00, title, liens & judgment search fee of \$84.00, interest due through May 26, 2023 in the amount of \$562.25 and flood certification fee of \$25.00. Total due with Modification is \$1,146.25.

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, as is the validity of the pledge.

Guarantor ratifies and affirms the guaranty of payment executed in conjunction with the Note ("Guaranty") and hereby agrees that the Guaranty is in full force and effect. The Guaranty continues to be the valid and binding obligation of Guarantor, enforceable in accordance with its terms and that Guarantor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder, except as provided therein. Anything herein or therein contained to the contrary notwithstanding, if the Guaranty contains authority to confess judgment, the authority to confess judgment shall be expressly limited to the indebtedness due under the Note, and all extensions, renewals, substitutions, or modifications thereof, together with attorneys' fees and costs. The foregoing limitation shall apply only to the authority to confess judgment under the Guaranty and shall in no way limit, constrain or interfere with any of the Lender's other rights hereunder or under the Guaranty.

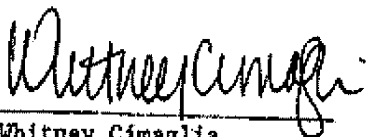
In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defense, 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 and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and judgments which it now has or may have against Lender including but not limited to matters 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.

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:
Estia, LLC

BY: 
Whitney Cimaglia
Vice President

By: 

Stephan M. Gombis, Member

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By: *Amarisa N. Gombis*

Amarisa N. Gombis, Member

By: *N. Gombis*

Niki Gombis, Member

CONSENTED TO BY GUARANTORS:

By: *Stephan M. Gombis*

Stephan M. Gombis, Individually

By: *Amarisa N. Gombis*

Amarisa N. Gombis, Individually

By: *N. Gombis*

Niki Gombis, Individually

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COUNTY OF Cook

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Whitney Cinaglia 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 16th day of June, 2023

S. Samilchenko



Notary Public

COUNTY OF Cook

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that STEPHAN M. GOMBIS 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 June, 2023



M. Hackett
Notary Public

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 AMARISA N. GOMBIS 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 June, 2023



M. Hackett
Notary Public

UNOFFICIAL COPY

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 NIKI GOMBIS, 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 June, 2023



M. Hackett

Notary Public

2 Loan No. 7349000-1 sn

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