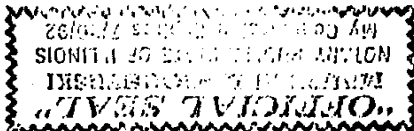


UNOFFICIAL COPY

Notary Public

MY COMMISSION EXPIRES



Notary Public

GIVEN under my hand and Notarial Seal, this 12th day of December, A.D. 19 88

voluntary act and deed of said corporation, for the uses and purposes therein set forth. Pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and the said instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the foregoing instrument, and personally known to me to be the same persons whose names are subscribed to the foregoing Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing a corporation, and Debra L. Ward

personally known to me to be the Trust Officer of COLONIAL BANK & TRUST COMPANY OF CHICAGO and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara A. Bernhardt

STATE OF ILLINOIS } County of Cook } ss. I, the undersigned, a Notary Public in

day of December, 19 88
by COLONIAL BANK & TRUST COMPANY OF CHICAGO as Trust Officer dated July 28, 1988 and known as Trust No. 1378 and personally
attest (SEAL)

IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 9th day of December, 19 88

The undersigned represents to said association that the property securing said indebtedness is free and clear of any lien except for said indebtedness and is the property of the undersigned subject to said indebtedness.

per month. Future interest upon said entire indebtedness shall be as follows: TWO HUNDRED TWENTY SIX AND 81/100 Dollars (\$ 1,226.85)

and that monthly payments shall be continued as provided in said note, payable ONE THOUSAND ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED THREE AND 23/100 Dollars (\$ 1,34,803.23)

Dollars (\$ 1,29,803.23) and that the total unpaid balance, including this additional advance, will be ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars (\$ 130,000.00)

dated the 28th day of July, 19 88, for an original sum of ONE HUNDRED THIRTY THOUSAND AND NO/100 Dollars (\$ 130,000.00)

Recorder's Office of Cook County, Illinois, as Document No. 88426326

WHEREAS, the undersigned executed and delivered to the CRAGIN FEDERAL BANK FOR SAVINGS a note secured by a mortgage, or other instrument, to said Association, or for its benefit, recorded in the

LOT 20 IN BLOCK 9 IN GROSS, MILWAUKEE AVENUE ADDITION TO SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 4650 W. WARRICK, CHICAGO, ILLINOIS 60641 PERMANENT INDEX NO: 13-22-113-018-0000

AGREEMENT FOR ADDITIONAL ADVANCES 89055771

2-172

1-1-55068

OS90475 1cc-1

Box 403

UNOFFICIAL COPY

PERSONAL GUARANTEE

Chicago

Illinois

December

9, 19 88

FOR VALUE RECEIVED, and as inducement for disbursement of the principal amount of the loan, I, the undersigned, for myself, my heirs, personal representatives and assigns, hereby guarantee to CRAGIN FEDERAL BANK FOR SAVINGS corporation, its successors or assigns, the payment at maturity of the principal sum of ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED THREE AND 23/100 Dollars (\$ 134,803.23)

of the within note, together with interest after date at the rate of ten per cent per annum (10 %) on the balance of said principal sum remaining unpaid from time to time, and the payment on the 1st day of each and every month, beginning on the 1st day of February, 19 88 of the monthly installments of ONE THOUSAND TWO HUNDRED TWENTY SIX AND 85/100 Dollars (\$ 1226.85) each, provided in said note.

I hereby expressly agree, for myself, my heirs, personal representatives and assigns, that the maturity of said principal sum of the within note, or the balance thereof remaining unpaid at any time hereafter, can be accelerated in accordance with the terms of the within note or of the mortgage securing said note at the election of the legal holders of the within note without notice to me, or my heirs, personal representatives or assigns.

I hereby, for myself, my heirs, personal representatives and assigns, waive notice of protest and consent to any and all extensions of the time of payment of the sum or sums provided in the within note by the holder or holders of the within note without notice to me, my heirs, personal representatives or assigns.

I hereby authorize and appoint irrevocably any attorney of any court of record in the United States of America to be the true and lawful attorney for me, and irrevocably for me and in my name, place and stead to appear in any court of record in any State,

District or Territory of the United States of America, in term time, or vacation, at any time after the principal sum of ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED THREE AND 23/100 Dollars (\$ 134,803.23), or

any unpaid balance thereof, becomes due, whether by election as aforesaid or otherwise, to waive service of process to confess a judgment in favor of the legal holder or holders of the within note for such amount of said principal sum as shall appear to be due according to the tenor and effect of said note, and for the interest unpaid thereof to the date of the entry of such judgment, together with the costs and reasonable plaintiff's attorney's fees, to file a cognovit for said amounts with an agreement therein that execution may issue forthwith and that no writ of error or appeal shall be prosecuted upon the judgment entered by virtue hereof, nor any proceedings in equity filed to interfere in any manner with the operation of said judgment, and to waive and release all errors that may intervene in the entering of said judgment or in the issuing of any execution thereon. I hereby ratify and confirm all that my said attorney may lawfully do by virtue hereof.

This agreement shall not be orally modified and any release or modification of this guarantee must be in writing.

In this guarantee, the singular shall include the plural and the masculine shall include the feminine and the neuter. This guarantee shall be the joint and several obligation of all guarantors and endorsers and this guarantee shall be binding upon them, their heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9th

day of December, A.D. 1988

Stanley J. Jarczyk (SEAL) (ADDRESS)
Madam Jarczyk (SEAL) (ADDRESS)
____ (SEAL) (ADDRESS)
____ (SEAL) (ADDRESS)

LOT 20 IN BLOCK 9 IN GROSS' MILWAUKEE AVENUE ADDITION TO CHICAGO, A SUBDIVISION IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13-22-113-018.

COMMONLY KNOWN AS: 4650 WEST WARWICK CHICAGO, ILLINOIS

89055774

COOK County Clerk's Office

UNOFFICIAL COPY

Notary Public

day of _____, A. D. 19_____

GIVEN under my hand and Notarial Seal, this _____
Instrument as _____
therein set forth.
person and acknowledged that _____
subscribed to the foregoing Instrument, appeared before me this day in
personally known to me to be the same person, whose name _____

That _____
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
I, _____, a Notary Public

Property of Cook County Clerk's Office

ten per centum per annum (10%) as per terms on note

per month. Future interest upon said entire indebtedness shall be as follows:

Two hundred twenty six and 87/100 Dollars (\$ 1226.85)

and that monthly payments shall be continued as provided in said note, payable _____ ONE THOUSAND

ONE HUNDRED THIRTY FOUR THOUSAND EIGHT HUNDRED THREE AND 23/100 Dollars (\$ 134,803.23.)

Dollars (\$ 122,803.23.) and that the total unpaid balance, including this additional advance, will be

of said indebtedness at this date is ONE HUNDRED TWENTY NINE THOUSAND EIGHT HUNDRED THREE AND

as Loan No. 1-4128-47 upon the books of said association. It is agreed that the total unpaid balance

AND NO/100 Dollars (\$ 5,000.00) to be charged to said loan account known

agreed that an additional advance shall be made upon the said note in the sum of FIVE THOUSAND

a note secured by a mortgage, or other instrument, to said Association, or for its benefit, recorded in the

CRAGIN FEDERAL BANK FOR SAVINGS

WHEREAS, the undersigned executed and delivered to the _____

89055771

AGREEMENT FOR ADDITIONAL ADVANCES

A-172

Box 403

CS90475

last -

UNOFFICIAL COPY

Property of Cook County Clerk's Office

1700/1700

12455069

117.00
1988 JUL 22 13:28:00
* 95-055774
PROPERTY RECORDS

Property of Cook County Clerk's Office

ATTEST: Asst. Trust Officer

BY: Trust Officer

COLONIAL BANK AND TRUST COMPANY OF CHICAGO
not personally, but solely as Trustee Under
Trust Agreement dated July 22, 1988
and known as Trust No. 1378.

89055774

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Colonial Bank and Trust Company of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenants, undertakings or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

UNOFFICIAL COPY

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