

The Above Space For Recorder's Use Only

THIS INDENTURE, made December 21 1990, between EDWARD H. BEYER AND LORRAINE BEYER, HIS WIFE herein referred to as "Mortgagors," and DEVON BANK, 6445 N. WESTERN AVENUE, CHICAGO, ILLINOIS 60645

herein referred to as "Trustee," witnesseth: That, Whereas Mortgagors are justly indebted to the Bank for a principal sum of \$100,000.00 upon a guarantee copy of which is attached as exhibit "A" and incorporated herein by reference.

and delivered, in and by which note Mortgagors promise to pay the principal sum of _____ Dollars, and interest from _____ on the balance of principal remaining from time to time unpaid at the rate of _____ per cent per annum, such principal sum and interest to be payable in installments as follows:

on the _____ day of _____, 19____, and _____ Dollars on the _____ day of each and every month thereafter until said note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due on the _____ day of _____, 19____; all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal; the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date for payment thereof, at the rate of _____ per cent per annum, and all such payments being made payable at 6445 N. WESTERN, CHICAGO, IL

or at such other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable, at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof or in case default shall occur and continue for three days in the performance of any other agreement contained in this Trust Deed, in which event election may be made at any time after the expiration of said three days, without notice), and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW THEREFORE, to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagors by these presents CONVEY and WARRANT unto the Trustee, its or his successors and assigns, the following described Real Estate, and all of their estate, right, title and interest therein, situate, lying and being in the CITY OF MOUNT PROSPECT COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 12 in Tree Farm Estates, being a subdivision of part of the south 1/2 of the north east 1/4 of Section 25, Township 42 north, Range 11, east of the third principal meridian according to the Plat thereof recorded as Document 2411330 and registered in the Office of the Registrar of Titles of Cook County, Illinois PIN: as Document 29681567 in Cook County, Illinois. COMMONLY KNOWN AS: 1922 BURR OAK DRIVE, MOUNT PROSPECT, IL 03-25-208-024-0000

RIDER ATTACHED HERETO AND MADE A PART OF THIS TRUST DEED.

which, with the property hereinafter described, is referred to herein as the "premises," TOGETHER with all improvements, tenements, easements, and appurtenances thereto belonging, and all rents and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which rents, issues and profits are pledged primarily and on a parity with said real estate and not secondarily), and all fixtures, apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, awnings, storm doors and window door coverings, inador beds, stoves and water heaters. All of the foregoing are declared and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all buildings and additions and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its or his successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits Mortgagors do hereby expressly release and waive.

This Trust Deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Trust Deed) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hands and seals of Mortgagors the day and year first above written.

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)
Edward H. Beyer (Seal) Lorraine T. Beyer (Seal)
EDWARD H. BEYER LORRANE BEYER
134444 TRAM 12/26/90 13:41:00
64798 + 13 000 6229 (Seal)
COOK COUNTY RECORDER

State of Illinois, County of Cook ss., I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD H. BEYER and LORRANE BEYER personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that h signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

IMPRESS SEAL HERE

BY D. Polovic / Curran
6445 N. Western
Chicago, IL 60645

Given under my hand and official seal, this 26th day of December, 1990.
Commission expires 3-31 1991.
mail to:
NAME Thomas M. Ceeny
DEVON BANK
ADDRESS 6445 N. Western
CITY AND STATE Chicago, IL ZIP CODE 60645
RECORDER'S OFFICE BOX NO. _____

Notary Public
ADDRESS OF PROPERTY: 1922 BURR OAK DRIVE
MOUNT PROSPECT, IL
THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS TRUST DEED
SEND SUBSEQUENT TAX BILLS TO: 1625
(Name)
(Address)

DOCUMENT NUMBER
9622911

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THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED) AND WHICH FORM A PART OF THE TRUST DEED WHICH THERE BEGINS:

1. Mortgagors shall (1) keep said premises in good condition and repair, without waste; (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (3) keep said premises free from mechanic's liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof; (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each (a) of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the election of the holders of the principal note, and without notice to Mortgagors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the principal note or in this Trust Deed to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the laws of Illinois for the enforcement of a mortgage debt. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all law expenses and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any action, suit or proceeding, including but not limited to probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to foreclose this Trust Deed, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this Trust Deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien of this Trust Deed or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of his own gross negligence or misconduct or that of the agents or employees of Trustee, and he may require indemnities satisfactory to him before exercising any power herein given.

13. Trustee shall release this Trust Deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the principal note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and he has never executed a certificate on any instrument identifying same as the principal note described herein, he may accept as the genuine principal note herein described any note which may be presented and which conforms in substance with the description herein contained of the principal note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, _____ shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the principal note, or this Trust Deed.

IMPORTANT

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Installment Note mentioned in the within Trust Deed has been

identified herewith under Identification No. _____

Trustee

FORM 17181 BARRINGTON, ILL.

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1. Until the indebtedness aforesaid shall be fully paid, and in case of failure of First Party, its successors and assigns, if required by the holders of the Note, to carry liability, steam boiler, rental, riot and civil commotion, plate glass, and such other insurance including war damage insurance and flood hazard insurance, if available, in such amounts as are reasonably satisfactory to the holders of the Note, but in no instance less than the amount of the principal balance of the loan outstanding; to keep all buildings and fixtures that may be on the said premises at any time during the continuance of said indebtedness insured against loss or damage by fire with an extended coverage endorsement for the full insurable value of said buildings and fixtures in responsible insurance companies to be approved by the holders of the Note; to make all sums recoverable upon such policies payable to the holders of the Note by the usual mortgage or trustee clause to be attached to such policies; to deposit such policies with the holders of the Note; that such policies shall be non-cancellable without the prior written consent of the holders of the Note; or to deposit with the holders of the Note any renewal policies not less than ten days before the expiration date of the prior policy being renewed or replaced.
2. ~~First Party waives any and all rights of redemption from sale under any order or decree of foreclosure of this Trust Deed, on behalf of the First Party as mortgagor or grantor, the trust estate, and all persons beneficially interested therein, and each and every person except decree or judgement creditors of First Party as Trustee in its representative capacity and of the trust estate, acquiring any interest in or title to the mortgaged premises, subsequent to the date of this trust deed.~~
3. The Note secured by this Trust Deed is subject to prepayment in accordance with the terms thereof.
4. First Party represents and agrees that the proceeds of the Note secured by this Trust Deed will be used for the purposes specified in Paragraph 4(c) of Chapter 74 of the Illinois Revised Statutes (as the same exist on the date hereof), and that the principal obligation secured hereby constitutes a business loan, which comes within the purview of said paragraph.
5. First Party does further covenant and agree that it will not transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether possessory or otherwise in the mortgaged premises, to any third party, so long as the debt secured hereby subsists, without the advance written consent of the Mortgagee or its assigns, and further that in the event of any such transfer by the First Party without the advance written consent of the Mortgagee or its assigns, the Mortgagee or its assigns may, in its or their sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.
6. In the event of the passage, after the date of this Trust Deed, of any law of the State of Illinois deducting from the value of the land for the purposes of taxation, any lien thereon or changing in any way the laws now in force for the collection of such tax so as to make it obligatory upon the holder of the Note secured hereby to pay such tax, or if any such tax is imposed under any existing law, then the Mortgagor covenants and agrees on demand of the holder of the Note secured hereby to pay a sum equal to such tax to said holder.
7. Whenever any of the parties hereto are referred to, such reference shall be deemed to include the successors and assigns of such party.
- B. The property will not be further encumbered and the entire balance owing shall become due and payable immediately upon the sale or conveyance of the real estate security for this loan.

9. Wherever the word "Mortgagor" is used herein, it shall mean "First Party"; and wherever the word "Mortgagee" is used herein, it shall mean "Holder of the Note".
10. It is further covenanted and agreed that the makers, endorsers, sureties and guarantors and all other persons who may become liable for the payment of the Note secured hereby, severally waive demand, presentment, protest, notice of non-payment, notice of protest, and any and all lack of diligence or delays in collection which may occur; and hereby consent to any extension of time of payment hereof, release of all or any part of the security for the payment hereof or release of any party liable for this obligation. Any such extension or release may be made without notice to any said parties and without discharging their liability.
11. It is further agreed that if the Premises, or any part thereof, be condemned under the power of eminent domain, or acquired for a public use, the damages awarded, the proceeds for the taking of, or the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Trust Deed and the Note which it is given to secure remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee. The Mortgagee is hereby authorized, but shall not be required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from any such judgments or award. The Mortgagee may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Mortgagee elects.
12. If any action or proceeding be commenced (except a suit to foreclose the lien hereof or to collect the indebtedness secured hereby), to which action or proceeding the holder of the Note or Trustee is made a party, or in which it becomes necessary to defend or uphold the lien of this Trust Deed, all sums paid by the holder of the Note or Trustee for the expense of any litigation to prosecute or defend the rights and lien created by this Trust Deed, including reasonable counsel fees, shall become so much additional indebtedness secured hereby and immediately due and payable by the Mortgagor, with interest thereon at the rate of 5.0% above the prime rate in effect at the Exchange National Bank of Chicago, Illinois, per annum.
13. First Party further agrees and covenants that it will furnish to the holder of the Note, within 90 days after each fiscal year of the First Party, a copy of the annual financial and income operating statements for the premises; prepared in accordance with generally accepted accounting practice and bearing the certification of an independent public accountant satisfactory to the holder of the Note.
14. The Prime Rate is not and shall not be considered to be the best or lowest rate that is available to any Borrower at any time.

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PERSONAL GUARANTEE AGREEMENT

FOR VALUE RECEIVED and to enable **BYER ENTERPRISES, INC.** of Chicago, Illinois, hereinafter designated as "Debtor", to obtain credit, from time to time, of the **DEVON BANK** the undersigned hereby requests said Bank to extend from time to time to said Bank may deem proper, and the undersigned hereby guarantees the full and prompt payment to said Bank at maturity, and at all times thereafter, and also at the time hereinafter provided, of any and all indebtedness, liabilities and obligations of every nature and kind of said Debtor to said Bank, and every balance and part thereof, whether now owing or due, or which may hereafter, from time to time, be owing or due, and howsoever heretofore or hereafter created or arising or evidenced, to the extent of **ONE HUNDRED FIVE THOUSAND AND 00/100THS DOLLARS** with interest at the rate of **1 per annum** from maturity until paid; and the undersigned hereby also agrees to pay in addition thereto, all costs, expenses, and reasonable attorney's fees at any time paid or incurred in endeavoring to collect said indebtedness, liabilities and obligations, or any part thereof, and in and about enforcing this instrument.

The liability hereunder shall in no wise be affected or impaired by said said Bank is hereby expressly authorized to make from time to time, without notice to anyone) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, exchange, change in, or modification of any said indebtedness, liabilities and obligations either express or implied, or any contract or contracts evidencing any there of, or any security or collateral therefor. And the liability hereunder shall in no wise be affected or impaired by any acceptance by said Bank of any security for any of said indebtedness, liabilities and obligations, or by any disposition of, or failure, neglect or omission on the part of said Bank to realize upon any of said indebtedness, liabilities and obligations, or upon any collateral or security for any or all of said indebtedness, liabilities and obligations, or by any application of payments or credits thereon. Said Bank shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on said indebtedness, liabilities and obligations, or any part of them. In order to hold the undersigned liable hereunder, there shall be no necessity or duty on the part of said Bank to resort at any time for payment to said Debtor, or to any other person or corporation, or to all or any of said indebtedness, liabilities and obligations, or to any collateral or security or property whatsoever.

All diligence in collection, and all presentment for payment, demand, protest and notice, as to any and everyone, of dishonor and of default and of non-payment and of the creation and existence of any and all of said indebtedness, liabilities and obligations, and of any security and collateral therefor, and of the acceptance of this guaranty, and of any and all extensions of credit and indulgence hereunder, are hereby expressly waived.

The granting of credit from time to time by said Bank to said Debtor in excess of the amount of this guaranty and without notice to the undersigned is hereby also authorized and shall in no way affect or impair this guaranty.

No act of commission or omission of any kind, or at any time, upon the part of said Bank in respect to any matter whatsoever, shall in any way affect or impair this guaranty.

In case of the death, dissolution, liquidation, failure, insolvency or bankruptcy of said Debtor, all of said indebtedness, liabilities and obligations to the extent of the amount of this guaranty, shall, at the option of said Bank, become immediately due from and forthwith paid by the undersigned to said Bank, the same as though said debts, liabilities and obligations had matured by lapse of time.

This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by said Bank, and also until any and all of said indebtedness, liabilities and obligations shall be actually received by said Bank, and also until any and all of said indebtedness, liabilities and obligations created before receiving such notice of discontinuance shall be fully paid. The death or dissolution of the undersigned, or either or any of them, shall not terminate this guaranty until notice of such death or dissolution shall have been actually received by said Bank, and also until all of said indebtedness, liabilities and obligations created before receiving such notice shall be fully paid. And in the event of the termination of this guaranty in manner aforesaid because of the death or dissolution of either or any of the undersigned, this guaranty shall, notwithstanding, still continue and remain in full force against the survivors of the undersigned, until discontinued in the manner hereinbefore provided.

Said Bank may, without any notice whatsoever to any one, sell, assign or transfer all of said indebtedness, liabilities and obligations, or any part thereof, and in that event each and every immediate and successive assignee, transferee or holder of all or any part of said indebtedness, liabilities and obligations, shall have the right to enforce this guaranty, by suit or otherwise, for the benefit of such assignee, transferee or holder, as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits; but the said Bank shall have an unimpaired right to enforce this guaranty for the benefit of said Bank, as to so much of said indebtedness, liabilities and obligations that it has not sold, assigned or transferred.

And to secure the payment of said \$ 105,000.00 the undersigned hereby authorizes, irrevocably, any attorney of any Court of Record to appear for the undersigned in such Court, in term time or vacation, at any time after liability hereunder matures and confess a judgment in favor of the said Bank or its successors or

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assigns against the undersigned guarantors, for such amount as may appear to be unpaid hereon, together with costs, and reasonable attorney's fees and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that the said attorney may do by virtue hereof. Notwithstanding any provision hereof or of applicable law, holder irrevocably waives and releases all rights to make a judgment confessed hereon a lien on any real property now or hereafter owned by the undersigned debtor or in which the undersigned debtor may now or hereafter have an interest.

The Bank or its assigns is hereby authorized to appropriate and apply upon this guaranty of the undersigned or either of them, at its option, at any time, without any notice or demand for payment thereon, any money or other property in the possession of said Bank or its assigns, belonging to the undersigned or either of them.

No release or discharge of the undersigned shall release or discharge any of the other of the undersigned, unless and until all of said indebtedness, liabilities and obligations shall have been fully paid and discharged.

This guaranty shall be construed according to the laws of the State of Illinois, in which state it shall be performed by the undersigned.

This guaranty and every part thereof, shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned, and inure to the benefit of said Bank, its successors, legal representatives and assigns.

SIGNED and SEALED by the undersigned at Chicago, Illinois, this 21st day of December, 1990.

 (Seal)
EDWARD H. BEYER

*Five Percentage Points in excess of Devon Bank Prime Rate. "Prime" or "Prime Rate" is not necessarily the lowest or most favorable rate of interest charged by Devon Bank to any of its customers.