

UNOFFICIAL COPY

AGREEMENT FOR ADDITIONAL ADVANCES

generation provision restricting any liability of the Jefferson State Bank stamped on the reverse side hereof, is hereby expressly made a part hereof.

WHEREAS, the undersigned executed and delivered to the CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION n/k/a CRAGIN FEDERAL BANK FOR SAVINGS a note secured by a mortgage, or other instrument, to said Association, or for its benefit, recorded in the Recorder's Office of COOK County, Illinois, as Document No. 86175409, dated the 26th day of April, 1986, for an original sum of FOUR HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$490,000.00) which provides for additional advances to be secured by said Instrument as a first lien; therefore, it is agreed that an additional advance shall be made upon the said note in the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$7,500.00) to be charged to said loan account known as Loan No. 1-16277-72 upon the books of said association. It is agreed that the total unpaid balance of said indebtedness at this date is FOUR HUNDRED EIGHTY THOUSAND THREE HUNDRED TWENTY AND 19/100 Dollars (\$480,320.19) and that the total unpaid balance, including this additional advance, will be FOUR HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED TWENTY AND 19/100 Dollars (\$487,820.19) and that monthly payments shall be continued as provided in said note, payable FOUR THOUSAND SEVEN HUNDRED THIRTY NINE AND 92/100 Dollars (\$4,739.93*) per month. Future interest upon said entire indebtedness shall be as follows: eleven per centum per annum (11%) as per terms on note

LOT TWELVE (12) AND THIRTEEN (13) IN BLOCK SIX (6) IN HUNTING AND OTHERS and Indet SUBDIVISION OF LOT ONE (1) IN SUBDIVISION OF NORTHEAST QUARTER OF SOUTHEAST free QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL said MERIDIAN, COMMONLY KNOWN AS: 4327-33 N. KEVVALE, CHICAGO, ILLINOIS 60641. Permanent Real Estate Index Number(s): 13-15-404-008 and 13-15-404-007 day of March, 1990

90123837

JEFFERSON STATE BANK as Trustee U/T 1395 and not personally Penelope Jackson Trust Officer (SEAL) by Lou-Ann T. Silvestri Asst. Trust Officer (SEAL) attest

STATE OF ILLINOIS } ss. County of Cook

STATE OF Illinois } ss. COUNTY OF Cook

I, the undersigned, Margaret A. Shotwell, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Penelope Jackson personally known to me to be the TRUST OFFICER President of JEFFERSON STATE BANK a corporation, and Lou-Ann T. Silvestri personally known to me to be the ASSISTANT TRUST OFFICER of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of March, A.D. 1990.

"OFFICIAL SEAL" Margaret A. Shotwell Notary Public, State of Illinois My Commission Expires 1/18/92

Margaret A. Shotwell Notary Public

MY COMMISSION EXPIRES

Box 156 1300

*for fifty months next thereafter succeeding and a final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of May 1994

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UNOFFICIAL COPY

PERSONAL GUARANTEE

Chicago, Illinois, March 6, 19 90

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 SAVINGS AND LOAN ASSOCIATION n/k/a CRAGIN FEDERAL BANK FOR SAVINGS corporation, its successors or assigns, the payment at maturity of the principal sum of FOUR HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED TWENTY AND 19/100 Dollars (\$ 487,820.19)

of the within note, together with interest after date at the rate of eleven per cent per annum (11 %) 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 April, 19 90, of the monthly installments of FOUR THOUSAND SEVEN HUNDRED THIRTY NINE AND 93/100 Dollars (\$ 4739.93) 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 FOUR HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED TWENTY AND 19/100 Dollars (\$ 487,820.19), 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 6th

day of March, A.D. 19 90

[Signature] (SEAL) _____ (ADDRESS)

(SEAL) _____ (ADDRESS)

(SEAL) _____ (ADDRESS)

(SEAL) _____ (ADDRESS)

*for fifty months next thereafter succeeding and a final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of May 1994

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NOT AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSESSED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

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