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(C) 9-91/53

This Indenture, made this 28 day of MARCH, 1991, by and between CRAGIN FEDERAL BANK FOR SAVINGS, FORMERLY KNOWN AS CRAGIN FEDERAL S & L, the owner of the mortgage or trust deed hereinafter described, and FIRST NATIONAL BANK OF LAKE FOREST u/e 8324 DATED 7/31/87

DEPT-01 RECORDING \$14.00  
T:6666 TRAN 5067 08/06/91 09:56:00  
45095 H \*-91-396163  
COOK COUNTY RECORDER

representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"), WITNESSETH:

91396163

Above Space For Recorder's Use Only

1. The parties hereby agree to extend the time of payment of the ~~ONE HUNDRED SIXTY EIGHT THOUSAND FIVE~~ HUNDRED AND NO/100

dated NOV. 17, 1987 secured by a mortgage or trust deed in the nature of a mortgage ~~XXXXXX~~/recorded DEC. 16, 1987, in the office of the ~~XXXXXXXXXX~~/Recorder of COOK County, Illinois, in \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 87662961 conveying to CRAGIN

~~FEDERAL SAVINGS AND LOAN, NOW KNOWN AS CRAGIN FEDERAL BANK FOR SAVINGS~~ certain real estate in COOK County, Illinois described as follows:

LOT 9, EXCEPT THE EAST 78.25 FEET, AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF, IN EVERGREEN WOOD PLAT OF PLANNED UNIT DEVELOPMENT IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 7/14/87 AS DOCUMENT NO. 87388770 IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 1024 ARBOR COURT, MT PROSPECT, ILLINOIS.

91396163

Permanent Real Estate Index Number(s): 08-15-202-006 & 0815-202-009

Address(es) of real estate: 1024 ARBOR COURT

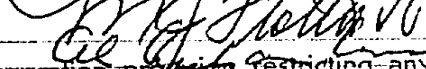
- 2. The amount remaining unpaid on the indebtedness is \$ 187,000.00
- 3. Said remaining indebtedness of \$ 187,000.00 shall be paid on or before NOVEMBER 1, 1991

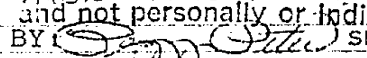
4. And the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until NOVEMBER 1, 1991 at the rate of 10 1/2 per cent per annum, and thereafter until maturity of said principal sum as hereby extended, at the rate of 10 1/2 per cent per annum, and interest after maturity at the rate of \_\_\_\_\_ per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at CRAGIN FEDERAL BANK FOR SAVINGS, FORMERLY KNOWN AS CRAGIN FEDERAL SAVINGS AND LOAN

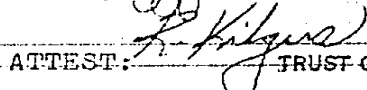
5. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

6. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written

 (SEAL)

~~NORTHERN TRUST BANK/ LAKE FOREST~~  
~~Formerly known as~~  
FIRST NATIONAL BANK OF LAKE FOREST  
~~Trustee u/e 8324 dated 7/31/87~~  
and not personally or individually. (SEAL)  
BY  SECOND VICE PRESIDENT

ATTEST:  (SEAL)  
TRUST OFFICER

Exoneration provision restricting any liability of the Northern Trust Bank/Lake Forest either stamped on the reverse side hereof or attached hereto, is incorporated herein.

This instrument was prepared by RICHARD J. JOHNS 5133 W. FULLERTON AVE. CHICAGO, ILLINOIS

BOX 403

GUARANTY TRUST COMPANY  
377 E. Butterfield Rd., Suite 100  
Lombard, Illinois 60148  
(815) 512-0444 1-800-222-4366

# UNOFFICIAL COPY

## PERSONAL GUARANTEE

CHICAGO, Illinois MARCH 28, 19 91

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 EIGHTY SEVEN THOUSAND AND NO/100 Dollars (\$ 187,000.00)

of the within note, together with interest after date at the rate of TEN & HALF per cent per annum, (10.50 %) on the balance of said principal sum remaining unpaid from time to time, and the payment on the \_\_\_ day of each and every month, beginning on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_, of the monthly installments of \_\_\_\_\_ Dollars (\$ AS) 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 of \_\_\_\_\_ 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 EIGHTY SEVEN THOUSAND AND NO/100 Dollars (\$ 187,000.00), 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 endorser, 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 28TH

day of MARCH, A.D. 19 91  
Michael J. Royster (SEAL) \_\_\_\_\_ (ADDRESS)  
MICHAEL J. ROYSTER (SEAL) \_\_\_\_\_ (ADDRESS)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (ADDRESS)  
\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (ADDRESS)

91296163

County Clerk's Office

COLLECTOR

Box

EXTENSION AGR

WITH

MAIL TO:

GEORGE E. C  
LEGAL FOR

UNOFFICIAL COPY

Box \_\_\_\_\_

EXTENSION AGREEMENT

WITH \_\_\_\_\_

MAIL TO:

GEORGE E. COLE®  
LEGAL FORMS

It is expressly understood and agreed by and between the parties herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made by 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 of 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 or shall at any time be asserted or enforceable against Northern Trust Bank/Lake Forest or any of the beneficiaries under said Trust Agreement, of account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability being expressly waived and released.

OFFICIAL SEAL  
DIANE MERKUNG  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JUNE 9, 1992

*Diane Merkung*  
Notary Public

I, DIANE MERKUNG  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that PEGGY PETERS  
SECOND VICE PRESIDENT  
and Ronald L. Kilgus  
TRUST OFFICERS were at of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SECOND VICE PRESIDENT  
TRUST OFFICER, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said TRUST OFFICERS secretly by then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and official seal this 12th day of June 1991

STATE OF Illinois  
COUNTY OF Lake  
SS. \_\_\_\_\_  
Notary Public

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
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 he 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 right of homestead.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1991

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS. \_\_\_\_\_  
Notary Public

I, \_\_\_\_\_  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
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 he 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 right of homestead.  
GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1991

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS. \_\_\_\_\_  
Notary Public

UNOFFICIAL COPY

ILLINOIS

5133 W. FULLERTON AVE. CHICAGO, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY RICHARD J. LAVINS

HEREIN IS INCORPORATED HEREIN. STAMPED ON THE REVERSE SIDE HEREOF OR ATTACHED TO THE REVERSE SIDE HEREOF.

EXONERATION PROVISION RESPECTING ANY LIABILITY OF THE NORTHERN TRUST BANK/LAKE FOREST

ATTEST: TRUST OFFICER

BY: [Signature] SECOND VICE PRESIDENT

FIRST NATIONAL BANK OF LAKE FOREST

IN TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED, SEALED AND DELIVERED THIS INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

5. THIS AGREEMENT IS SUPPLEMENTARY TO SAID MORTGAGE OR TRUST DEED. ALL THE PROVISIONS THEREOF AND OF THE PRINCIPAL NOTE OR NOTES, INCLUDING THE RIGHT TO DECLARE PRINCIPAL AND ACCRUED INTEREST DUE FOR ANY CAUSE SPECIFIED IN SAID MORTGAGE OR TRUST DEED OR NOTES, BUT NOT INCLUDING ANY PREPAYMENT PRIVILEGES UNLESS HEREBY EXPRESSLY PROVIDED FOR, SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS HEREBY EXPRESSLY MODIFIED.

913396163

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