

UNOFFICIAL COPY

AGREEMENT FOR ADDITIONAL ADVANCES

92875935

WHEREAS, the undersigned executed and delivered to the CRAGIN FEDERAL BANK FOR SAVINGS FORMERLY KNOWN AS CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

a note secured by a mortgage, or other instrument, to said Association, or for its benefit, registered in the Registrar's Office of COOK County, Illinois, as Document No. 3731216

dated the 5th day of AUGUST, 1988, for an original sum of SEVENTY THOUSAND AND NO/100 Dollars (\$70,000.00)

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 TEN THOUSAND AND NO/100 Dollars (\$10,000.00)

to be charged to said loan account known as Loan No. 1-4478-56 upon the books of said association. It is agreed that the total unpaid balance

said indebtedness on this date is SIXTY SIX THOUSAND TWO HUNDRED FORTY SIX AND 38/100 Dollars (\$66,246.38) and that the total unpaid balance, including this additional advance, will be

SEVENTY SIX THOUSAND TWO HUNDRED FORTY SIX AND 48/100 Dollars (\$76,246.38) and that monthly payments shall be continued as provided in said note, payable Six Hundred Fifty Five and 13/100 Dollars (\$655.13)

per month. Future interest upon said entire indebtedness shall be as follows: EIGHT AND FIVE EIGHTHS PER CENTUM PER ANNUM (8.625%) AS PER TERMS ON NOTE

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

IN WITNESS WHEREOF, this agreement

day of September, 1992

CRAGIN FEDERAL BANK FOR SAVINGS

BY [Signature]

ATTEST [Signature]

ANY LIABILITY OF NBD TRUST COMPANY OF ILLINOIS ATTACHED HERETO IS HEREBY

expressly disclaimed. NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO THE NBD PARK RIDGE BANK, F/W/A CITIZENS BANK & TRUST COMPANY

CITIZENS BANK AND TRUST COMPANY OF PARK RIDGE

by [Signature] (SEAL)

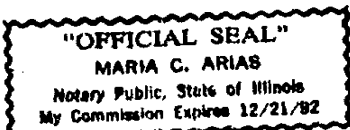
Attest [Signature] (SEAL)

STATE OF Illinois } COUNTY OF Cook }

I, the undersigned, Maria C. Arias, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dorothy A. Danning, Assistant Vice-President of NBD TRUST CO OF ILLINOIS SUCCESSOR TRUSTEE TO CITIZENS BANK AND TRUST CO. OF PARK RIDGE personally known to me to be the Secretary of said corporation, and Sally Griffin personally known to me to be the Trust Officer Secretary 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 22nd day of September, A.D. 1992



[Signature] Notary Public

MY COMMISSION EXPIRES 12-21-92

* NBD TRUST COMPANY OF ILLINOIS, SUCCESSOR TRUSTEE TO THE NBD PARK RIDGE BANK, F/W/A CITIZENS BANK & TRUST COMPANY

THIS INSTRUMENT WAS PREPARED BY OF _____ ASSOCIATION, _____ ILLINOIS

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF. COMMUNITY TITLE GUARANTEE CO. 192146 92875935

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LOT FOURTEEN (14) IN BLOCK TWO (2) IN HOUSHAW AND MCGARE'S ROCKBROOK GARDENS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER (1/4) OF FRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 7650936, COMMONLY KNOWN AS 5917 W. THORNDALE, CHICAGO, ILLINOIS 60646 PERMANENT INDEX #13-05-409-007

RECORDED
INDEXED
COOK COUNTY RECORDER

PERSONAL GUARANTEE

CHICAGO, Illinois, SEPTEMBER 16, 19 92

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 SEVENTY SIX THOUSAND TWO HUNDRED FORTY SIX AND 38/100 Dollars (\$ 76,246.38)

of the within note, together with interest after date at the rate of 8.625% per cent per annum (8.625% %) 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 OCTOBER 19 92 of the monthly installments of SIX HUNDRED FIFTY FIVE AND 13/100 Dollars (\$ 655.13) 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 any line, or vocation, at any time after the principal sum of SEVENTY SIX THOUSAND TWO HUNDRED FORTY SIX AND 38/100 Dollars (\$ 76,246.38), or

any unpaid balance thereof, becomes due, whether by election 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 writ 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 an execution thereon, I hereby ratify and confirm all that my said attorney may lawfully do by virtue hereof.

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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 16th day of September, A.D. 19 92.

John J. Malin (SEAL) _____ (ADDRESS)
Suzette Malin (SEAL) 5917 W. Thorndale Chicago, Ill 60646 (ADDRESS)

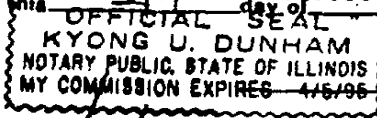
(SEAL) _____ (ADDRESS)

STATE OF Ill
COUNTY OF Cook } ss.

I, the undersigned, Kyong U. Dunham a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sue Langnick personally known to me to be the Vice President of CRAGIN FEDERAL BANK FOR SAVINGS a corporation, and Anlean Link personally known to me to be the Secretary 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 at 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 16th day of September, A.D. 19 92



Notary Public

MY COMMISSION EXPIRES 04/05/95
THIS INSTRUMENT WAS PREPARED BY Richard J. Jahna
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION,
5133 W. Fullerton Avenue, Chicago, IL ILLINOIS 60639

Box 403

UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF
AGREEMENT FOR ADDITIONAL ADVANCES

DATED September 16, 1992 UNDER TRUST NO. 66-4532

2500
A

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All of the terms, provisions, stipulations, covenants and conditions to be performed by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by said NBD TRUST COMPANY OF ILLINOIS, either individually or as Trustee as aforesaid, relating to the subject matter of the attached agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder. No duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, personally or as said Trustee to sequester the rents, issues, and profits arising from the property in said trust estate, or the proceeds arising from the sale or other disposition thereof; but so far as said Trustee and its successors and said NBD TRUST COMPANY OF ILLINOIS personally are concerned, the legal holder or holders of this instrument and the owner or owners of any indebtedness accruing hereunder shall look solely to the mortgaged real estate for the payment thereof, by enforcement of the lien heretofore created in the manner provided therefor and as provided in said note or by action to enforce the personal liability of the guarantor, if any.

It is expressly understood and agreed by every person, firm or corporation claiming any interest in this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee, which are based upon or in any way related to such hazardous materials including without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory Rider and the provisions of the document to which it is attached, the provisions of this Rider shall govern.

Box 403

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