

UNOFFICIAL COPY

AGREEMENT FOR ADDITIONAL ADVANCES

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 Recorder's Office of COOK County, Illinois, as Document No. 91242931, dated the 20th day of APRIL, 1991, for an original sum of ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 Dollars (\$195,000.00) 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 TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00) to be charged to said loan account known as Loan No. 6-1003-09 upon the books of said association. It is agreed that the total unpaid balance of said indebtedness at this date is ONE HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED EIGHTY ONE AND 09/100 Dollars (\$177,581.09) and that the total unpaid balance, including this additional advance, will be ONE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED EIGHTY ONE AND 09/100 Dollars (\$189,581.09) and that monthly payments shall be continued as provided in said note, payable TWO THOUSAND FIVE HUNDRED EIGHTY THREE AND 34/100 Dollars (\$2,583.34) per month. Future interest upon said entire indebtedness shall be as follows: EIGHT AND ONE HALF PER CENTUM PER ANNUM (8.50%) 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 and is the property of the undersigned subject to said indebtedness, according to our records a Collateral Agent, dtd 1-9-87 for Garfield Ridge Trust & Savings Bank, Executed Mortgage Dated 4-20-91 for \$195,000.00 to Cragin Fed'l BK for SAVS. IN WITNESS WHEREOF, this agreement is executed, sealed and delivered this 12th

day of NOVEMBER, 1992.

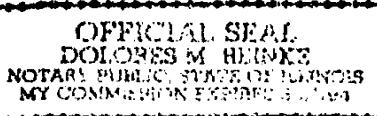
CRAGIN FEDERAL BANK FOR SAVINGS BY *MR. Shultz* (SEAL)
BY *Rosemarie J. Baran* Rosemarie J. Baran, Land Trust Officer
ATTEST: *June A. Novotny* (SEAL)
ATTEST: *June A. Novotny* June A. Novotny, Ass't Vice President

STATE OF ILLINOIS,
COUNTY OF Cook

I, the undersigned, Dolores Reinke, Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROSEMARIE J. BARAN personally known to me to be the Land Trust Officer of BANK OF CHICAGO/GARFIELD RIDGE, SUCCESSOR TRUSTEE TO GARFIELD RIDGE TRUST AND SAVINGS BANK a corporation, and June A. Novotny personally known to me to be the Ass't Vice Pre ^{President} 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 19th day of November, A.D. 1992.



Dolores Reinke
Notary Public

MY COMMISSION EXPIRES March 21, 1994

THIS INSTRUMENT WAS PREPARED BY

OF

ASSOCIATION,

ILLINOIS

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LOT 38 IN INVERNESS HILLS BEING A SUBDIVISION OF THE WEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 7, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 1725 GALLOWAY.

PERMANENT INDEX #02-18-210-010

PERSONAL GUARANTEE

CHICAGO

, Illinois

NOVEMBER 12

, 1992

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 NINE THOUSAND FIVE HUNDRED EIGHTY ONE AND 09/100 Dollars (\$ 189,581.09) of the within note, together with interest after date at the rate of 8.50% per cent per annum (8.50% %) 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 DECEMBER, 19 92 of the monthly installments of TWO THOUSAND FIVE HUNDRED EIGHTY THREE AND 34/100 Dollars (\$ 2,583.34) 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 EIGHTY NINE THOUSAND FIVE HUNDRED EIGHTY ONE AND 09/100 Dollars (\$ 189,581.09), 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 or 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 thereon 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 12th

day of NOVEMBER A.D. 19 92

X - [Signature] (SEAL) (ADDRESS)

X - [Signature] (SEAL) (ADDRESS)

(SEAL) (ADDRESS)

(SEAL) (ADDRESS)

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 12 day of Nov A.D. 1992.



Susan Crawford
Notary Public

THIS INSTRUMENT WAS PREPARED BY
OF CRAGIN FEDERAL BANK FOR SAVINGS

RICHARD J. JAHNS

5133 West Fullerton Avenue, Chicago

ILLINOIS

60639

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STATE OF ILLINOIS		COUNTY OF COOK	
LAW OFFICES OF SUSAN CHINWORF		CITY OF CHICAGO	
NOTARY PUBLIC, STATE OF ILLINOIS MY QUALIFICATION EXPIRES 11/13/95		NOTARY PUBLIC, STATE OF ILLINOIS MY QUALIFICATION EXPIRES 11/13/95	
SUSAN CHINWORF NOTARIAL SEAL		SUSAN CHINWORF NOTARIAL SEAL	
GIVEN under my hand and Notarial Seal, this 12 day of NOV A.D. 1993		GIVEN under my hand and Notarial Seal, this 12 day of NOV A.D. 1993	
<p>Notary Public SUSAN CHINWORF</p> <p>Notary Public SUSAN CHINWORF</p>		<p>Notary Public SUSAN CHINWORF</p> <p>Notary Public SUSAN CHINWORF</p>	

DEPT-01 RECORDING \$29.00
TM1111 TRAM 7488 10/22/92 14:54:00
#2529 # → → → →
COOK COUNTY RECORDER

~~SECRET~~ UNOFFICIAL COPY

~~SECRET~~

ASSOCIATION

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THIS INSTRUMENT WAS PREPARED BY

- 334 -

MY COMPANY'S NAME
NOTARY PUBLIC'S NAME
SIGNATURE

DOOLYEN under my hand and Notarized Seal this 19th day of November A.D. 1929.

COUNTY OF WOOD COUNTY
I, the undersigned, Dolores Reitke, a Notary Public in

<p style="text-align: right;">BANK OF CHICAGO/CAPFIELD TRUST SUCCESSOR TRUST</p> <p style="text-align: right;">CAPFIELD TRUST AND SAVINGS BANK AS TRUSTEE DED 5-9-69 X-A 26-5-3 AND P ROSEMARIE J. BEEHAN, TRUSTEE OF THE CRAIGIN FEDERAL BANK FOR SAVINGS BY ATTEST: <i>[Signature]</i> BY <i>[Signature]</i></p>	<p>19 92</p> <p>NOVEMBER day of</p> <p style="text-align: right;">JANE A. NOVOTNY ASSISTANT PRESIDENT (SEAL)</p>
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The undersigned representatives to said association doth protest that the property securing said indebtedness is free and independent of any lien or encumbrance to said association and that the property of the undersigned subject to said indebtedness and the undersigned representations to said association doth not constitute security for the payment of the sum of \$15,000.00 to be paid to the undersigned by the defendant, John Clegg, at the rate of six percent per annum, from and after the date of the execution of this agreement.

EIGHT AND ONE HALF PER CENTUM PER ANNUM (8.50%) AS PER TERMS ON NOTE
per month, plus interest upon such sum or sums so as to show

ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED DOLLARS (\$111,300.00) COUNTERED AS PROVIDED IN THIS AGREEMENT.

ONE HUNDRED EIGHTY NINE THOUSAND FIVE HUNDRED EIGHTY ONE AND DOLLARS (\$ 189,581.09) DOLLARS (\$ 189,581.09) plus the total unpaid balance, including this demand, will be

..... upon the books of said corporation, it is agreed that the total unpaid balance as loan no. _____ of said indebtedness at this date is ONE HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED EIGHT ONE AND 09/100.

agreed that on or additional advance shall be made upon the said note in the sum of One hundred and twenty thousand dollars (\$12,000.00) to be charged to said loan account known
AND NO/100----- Dollars (\$ 12,000.00) to be charged to said loan account known

ONE HUNDRED NINETY FIVE THOUSAND AND NO/100 DOLLARS (\$195,000.00) which provides for additional advances to be secured by said instrument as a first lien; therefore, it is

Records Office of GQOK

Recondre's Office of - - - - - 500K

A Note on Security by a Minister

42259526

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EXHIBIT "A"

THIS RIDER IS ATTACHED TO AND MADE PART OF CRAGIN FEDERAL BANK FOR SAVINGS' AGREEMENT FOR ADDITIONAL ADVANCES DATED 11-12-92 IN THE AMOUNT \$12,000.00 RE: PHILLIP & PATRICIA LUCIANA/ TRUST #86-5-3

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

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