

UNOFFICIAL COPY

PERSONAL GUARANTY OF NOTE

92278771

WHEREAS, LA SALLE NATIONAL BANK N.A. an Illinois corporation, not personally, but as Trustee under Trust Number 106049 dated March 4, 1983, has executed and delivered its note (the "Note") in the principal amount of One Hundred Twenty Eight Thousand dollars, dated March 6, 1992 payable to the order of OLD STONE CREDIT CORPORATION OF ILLINOIS, and its mortgage of the same date (the "Mortgage") to secure payment thereof, mortgaging and conveying to OLD STONE CREDIT CORPORATION OF ILLINOIS as Mortgagee and/or Trustee, the following described property:

LOT 12 IN F.D.P. SNELLING AND COMPANY'S ADDITION TO ROGERS PARK IN THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED JANUARY 23, 1913 AS DOCUMENT NUMBER 5117902, IN BOOK 121 OF PLATS, PAGE 6, IN COOK COUNTY, ILLINOIS.

21296746J

NOW, therefore, the undersigned, Wesley B. Graham and Ivy G. Graham of Chicago, Illinois (hereinafter sometimes referred to as the "guarantors"), for good and valuable consideration, do hereby jointly and severally unconditionally and irrevocably guarantee to the holder from time to time of the Note or of any interest therein, the prompt payment of the instalments of principal and interest on said note, when as the same become due from time to time, whether by lapse of time, acceleration, or otherwise, and at all times thereafter, and the prompt payment of all sums which may now be or may hereafter become due and owing under the terms of the Mortgage securing the Note, and do hereby jointly and severally unconditionally and irrevocably guarantee the prompt performance of all of the other terms, covenants and conditions of the Mortgage; and the guarantors, and each of them, do hereby waive presentment for payment, demand for payment, notice of nonpayment or dishonor, protest and notice of protest, diligence in collection, and any and all formalities which may be legally required to charge them or any one or more of them with liability; and the guarantors, and each of them, do further agree that their liability as guarantors shall in no wise be impaired or affected by any renewals or extensions which may be made from time to time, with or without the knowledge and consent of all or any one or more of them, of the time of payment, of any portion of the principal or of interest on said note, or by any forbearance or delay in enforcing the payment thereof, or in enforcing the lien of the Mortgage, or by any failure or neglect or refusal to enforce the Mortgage or to realize upon any other security which may have been given or may hereafter be given for the indebtedness evidenced by the Note, or by any modifications of the terms or provision of the Note or Mortgage, it being the intent hereof that the guarantors, and each of them, remain liable as principals until said note with interest thereon, and any and all sums now or hereafter due under the terms of the Mortgage or of this guaranty have been paid in full and the other terms, covenants and conditions of the Mortgage and this guaranty have been performed, notwithstanding any act or thing which might otherwise operate as a legal or equitable discharge of a surety.

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In the event of the foreclosure of the Mortgage and of a delinquency, the guarantors hereby jointly and severally promise and agree forthwith to pay the amount of such delinquency.

The guarantors further jointly and severally covenant and agree to pay all expenses and fees, including attorney's fees, which may be incurred by the owner of the Note in enforcing any of the terms or provisions of this guaranty.

This guaranty shall be binding upon the heirs, legal representative and assigns of the guarantors, and each of them, and shall not be discharged or affected, in whole or in part, by the death of the guarantors, or any one or more of them.

11-30-401-016

IN WITNESS WHEREOF, the guarantors have hereunto set their respective hands and seals, this 6th day of March, 1992.

DEPT-01 RECORDING \$23.50  
T#3333 TRAN 4212 04/24/92 13:33:00  
#9636 C 92-278771

Wesley B. Graham (SEAL)  
Ivy G. Graham (SEAL)  
[Signature] (SEAL)

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STATE OF ILLINOIS )  
COUNTY OF )

SS 2350 MAIL TO EXPRESS INTERCOUNTRY TITLE CO. 120 W. MADISON ST. CHICAGO, ILL.

I, Torrence L. Riley, a Notary Public in and for Cook County, Illinois, do hereby certify that Wesley B. Graham and Ivy G. Graham, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 6th day of March, 1992

Torrence L. Riley

OFFICIAL SEAL TORRENCE L. RILEY NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. AUG. 17, 1992

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Property of Cook County Clerk's Office

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CHICAGO, ILL. 60601  
EXPRESS  
JAN 10 1992  
TO: HONORABLE JUDGE  
CLERK OF COURT

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, ILL. 60601  
TEL: 312.603.4000 FAX: 312.603.4001