

Handwritten initials/signature

When the indebtedness hereby secured shall become due... (a) Grantor fails to make any required payment under the Account Agreement...

(b) Grantor fails to make any required payment under the Account Agreement... (c) Grantor fails to make any required payment under the Account Agreement...

THIS INSTRUMENT made between ANDREA L. BUVALCABA AND ELIAS M. BUVALCABA JR. HUSBAND AND WIFE of 3008 W. 110TH PLACE, CHICAGO, IL 60655...

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT The Prudential Bank and Trust Company Prudvance Account Loan No. 8039

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including probate and bankruptcy proceedings, to which any of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Trust Deed or any indebtedness hereby secured, or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (c) following fifteen (15) days written notice by Trustee to Grantor, preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

4. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority. First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtedness additional to that provided by the Account Agreement, with interest thereon as herein provided, third, all principal and interest remaining unpaid on the Account Agreement, fourth, any surplus to Grantor, its legal representatives or assigns, as their rights may appear.

5. Upon, or any time after the filing of a bill to foreclose, the Court in which such bill is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the Premises or whether, the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full and complete period of redemption, whether there be redemption or not, as well as during any further time when Grantor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness secured hereby, or by any decree for foreclosing this Trust Deed, or application made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency; provided such application is made prior to foreclosure sale.

6. The Trust Deed is given to secure all of Grantor's obligations under the Account Agreement, executed by Grantor contemporaneously herewith. All the terms of the Account Agreement are hereby incorporated by reference herein. The Account Agreement, including all amendments, shall apply to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a waiver as to any other event. The procurement of insurance or the payment of taxes, other than or in addition to the taxes secured by this Trust Deed, shall not be a waiver of Trustee's right as otherwise provided in this Trust Deed to accelerate the maturity of the indebtedness secured by this Trust Deed in the event of Grantor's default or breach of any of the covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors, heirs, legatees, devisees and assigns of Trustee and Grantor. All covenants and agreements of Grantor (or Grantor's successors, heirs, legatees, devisees and assigns) shall be joint and several. Any Grantor who co-signs this Trust Deed, but does not execute the Account Agreement, (a) is co-signing this Trust Deed only to encumber the Premises and (b) is not personally liable on the Account Agreement or under this Trust Deed, and (c) agrees that Trustee and Bank and any other Grantor hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Trust Deed or the Account Agreement, without that Grantor's consent and without releasing that Grantor or modifying this Trust Deed as to that Grantor's interest in the Premises.

10. Trustee has no duty to examine the title, location, existence or condition of the Premises, nor shall Trustee be obligated to record this Trust Deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct, or that of the agents or employees of Trustee, and it may require independent title satisfactory to it before exercising any power hereof, in an event of satisfactory evidence that all indebtedness secured by this Trust Deed and the lien thereon by proper instrument upon presentation of satisfactory evidence at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee evidence that all indebtedness secured by this Trust Deed has been paid, which evidence Trustee may accept as true without inquiry.

12. Trustee or the Bank shall have the right to inspect the Premises at all reasonable times and to access thereto shall be permitted for that purpose.

13. Trustee may resign by instrument in writing filed in the Office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed, in case of the resignation, liability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the Premises are situated shall be Successor in Trust hereunder and shall have the identical title, powers and authority as are herein given, Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

14. The Account Agreement secured hereby is not assumable and is immediately due and payable in full upon transfer of title to the Successor in Trust hereunder. The Successor in Trust hereunder shall be deemed to have the identical title, powers and authority as are herein given, Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. Any provision of this Trust Deed which is unenforceable or is invalid or contrary to the law of Illinois or the inclusion of which would affect the validity, legally or enforcement of this Trust Deed, shall be of no effect, and in such case all the remaining terms and provisions of this Trust Deed shall subsist and be fully effective the same as though no such invalid portion ever been included herein.

16. If this Trust Deed is executed by a Trust, N/A, as Trustee executes this Trust Deed as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by Trustee and the Bank herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Account Agreement secured by this Trust Deed shall be construed as creating any liability on the N/A as Trustee personally or impliedly to pay said Account Agreement or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Trust Deed and the Account Agreement secured hereby shall be solely against and out of the Premises hereby conveyed by enforcement of the provisions hereof and of said Account Agreement, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Account Agreement.

TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

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TRUST DEED TO SECURE REVOLVING LINE OF CREDIT

IN WITNESS WHEREOF, Grantor(s) has/have executed this Trust Deed

Andrea L. Ruvalcaba
(Individual Grantor) ANDREA L. RUVALCABA
Date: FEB 8 1992

(Individual Grantor)
Date: _____

Elias M. Ruvalcaba Jr.
(Individual Grantor) ELIAS M. RUVALCABA JR.
Date: FEB 8 1992

(Individual Grantor)
Date: _____

ATTEST:

(If Grantor is trustee under a Land Trust)

By: _____
Title: _____

Not individual, but solely as trustee under Trust Agreement
dated _____ and known as Trust No. _____

By: _____ Title: _____
President

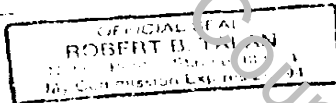
STATE OF ILLINOIS)
COUNTY OF) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Andrea L. Ruvalcaba and Elias M. Ruvalcaba Jr. personally known to me to be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and official seal, this 8th day of February, 19 92.

ATTEST:

Robert B. Tolan
Notary Public



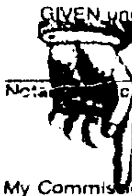
My Commission Expires: _____

Its _____ 19____.

STATE OF ILLINOIS)
COUNTY OF) SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, President of _____, a corporation, and _____, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____, President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said _____ Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 19____.



My Commission Expires: _____ 19____

When recorded return to: The Prudential Home Mortgage Company, PruAdvance, P.O. Box 1629, Minneapolis, MN 55440

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LEGAL DESCRIPTION:
THE EAST 63 FEET OF THE WEST 183 FEET OF LOTS 35, 36 AND 37 IN BLOCK
1, 2 AND 4 AND PART OF BLOCK 3 IN J. S. HOVELAND'S SUBDIVISION IN THE
VILLAGE OF MOUNT GREENWOOD IN THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP
37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office