

**UNOFFICIAL COPY**

This Indenture, WITNESSETH, That the Grantors RAFAEL VILLANUEVA AND  
MARIA VILLANUEVA, HIS WIFE AND FELIPE VILLANUEVA

of the CITY of CHICAGO County of COOK and State of ILLINOIS  
for and in consideration of the sum of \$7489.52 SEVEN THOUSAND FOUR HUNDRED EIGHTY NINE AND 52/100 Dollars  
in hand paid, CONVEY AND WARRANT to NEW LINCOLN HOME IMPROVEMENT CO.  
of the CITY of CHICAGO County of COOK and State of ILLINOIS  
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements  
herein, the following described real estate, with the improvements thereon, including all heating, gas and plumbing ap-  
paratus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated  
in the CITY of CHICAGO County of COOK and State of Illinois, to wit:

THE WEST 20 FEET OF LOT 71 AND THE EAST 10 FEET OF  
LOT 67 IN V. WOOD'S SUBDIVISION OF THE WEST 10 ACRES  
OF LOT 6 IN CIRCUIT COURT PARTITION OF THE EAST 63.42  
ACRES OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 36, TOWNSHIP 40  
NORTH, RANGE 13 LYING NORTH OF MILWAUKEE AVENUE, LYING  
EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:  
2522 W. CHARLESTON - CHICAGO, ILLINOIS 60647

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.  
IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

IN TRUST, nevertheless, for the purpose of securing payment of the foregoing indebtedness,  
WHEREAS, The Grantors, RAFAEL VILLANUEVA AND MARIA VILLANUEVA, HIS WIFE AND FELIPE VILLANUEVA  
justly indebted upon **THEIR** principal promissory note bearing even date herewith, payable  
**IN ONE PAYMENT OF \$7489.52 (SEVEN THOUSAND FOUR  
HUNDRED EIGHTY NINE AND 52/100 DOLLARS) ON NOVEMBER  
15, 1990.**

DEPT-01 RECORDING 3.00  
T#3333 TRAN 9318 10/30/90 14:44:00  
45624 # \* 90-5297 48  
DOOK COUNTY RECORDER

In the event of a breach of any of the above-referred covenants or agreements, the whole of said indebtedness, including but not limited to interest, shall, at the option of the co-creditor mentioned, with or without, become immediately due and payable, and with interest thereon from time of such breach at seven per cent. per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by due date terms.

In this Article, by the **grantor** **S**, shall be understood the expenses and disbursements paid or incurred in behalf of a claimant in connection with the enforcement of, or including costs and attorney fees, for the recovery of evidence after **grantee's** charges, costs, for serving or completing a writ, and the like, which will entitle said premises, entitling force, to be recovered, held by the grantor **S**, and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any party of record, has judgment given against him, may be a party, shall be paid by the grantor **S**. All such expenses and disbursements shall be an additional amount in such sum as will be taxed, and in addition thereto, shall be added to the rent as it is required in such a proceeding at which it is seen fit, whether a decree of sale shall have been made or not, shall be added to the rent as it is required in such a proceeding and disbursements, and the costs of suit, including execution or a fieri facias, shall be paid by the grantor **S**, and for the heavy expenses, attorney fees, and a voyage of said grantor **S**, waive all right to the possession of said title from and previous to pending such foreclosure proceedings, and agree that in the event of any bill to recover for the same, in which suit such bill may arise, and without notice to the said grantor **S**, or to any person holding under said grantor **S**, appoint a receiver to take possession of and premises with power to collect the rents, issues, and profits of the said

In the event of the death, removal or absence from said COOK County of the grantee, or of his refusal or failure to act, then  
~~LAWRENCE W. KERRUB~~ Frank J. Clegg, County Clerk, or his successor in office, shall be the trustee in this trust, and if for  
any like cause and first occurs in failure or refusal to act, the person who shall then be the acting Register of Deeds of said County, or his successor appointed to be such  
successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to

Witness the hand & seal of the Notary S. this 25<sup>th</sup> day of AUGUST, A.D. 1990

1 Felipe Villanueva (SEAL)  
✓ Rafael Villanueva (SEAL)  
✓ Maria D. Villanueva (SEAL)

SEAL

THIS DOCUMENT PREPARED BY: RAYMOND A. KORRIG - 5865 N.<sup>13</sup> LINCOLN AVE. - CHICAGO, ILLINOIS 60659

**UNOFFICIAL COPY**

SECOND MORTGAGE

**Trust Deed**

Box No. ....

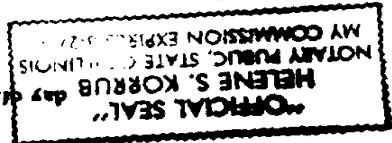
RAFAEL VILLANUEVA AND  
MARIA VILLANUEVA, HIS WIFE

AND FELIPE VILLANUEVA

TO

LINCOLN HOME IMPROVEMENT CO.  
5855 N. UNDERRAINE AVENUE  
CHICAGO, ILLINOIS 60659

90529749



I, HELEN S. KORRUBS,  
and FELIPE VILLANUEVA  
RAFAEL VILLANUEVA AND MARIA VILLANUEVA, HIS WIFE  
a Notary Public in and for said County, to the best of my knowledge, do hereby certify that  
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 they signed, sealed and  
delivered the said instrument as their free and voluntary act, for the uses and purposes herein  
set forth, including the release and waiver of the right of homestead.

12/22/68  
AUGUST A.D. 1968  
Year under my hand and Notarial Seal, this

25<sup>th</sup>

County of Cook  
State of Illinois  
} 65.  
} Date of filing