

Record & Return to:  
Gayle Tracy  
Dolphin Mortgage  
2301 W. 22nd Street  
Oak Brook, IL 60523



RECEIVED IN BAD CONDITION

COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
MAYWOOD OFFICE

**TRUST DEED & NOTE**

(Illinois)

THIS INDENTURE WITNESSETH, on May 12, 1999 That the undersigned grantors: **Lawrence E. Rodgers (social security number: 335-54-9660) Cathy Rodgers (social security number: 348-60-2661) husband and wife of THE CITY OF CHICAGO, County Of Cook And State Of Illinois**, for and in consideration of the sum of One Dollar and other good and valuable considerations, in hand paid, convey and warrant to: Dolphin Mortgage Corporation, 2301 W. 22nd Street, Oakbrook, Illinois, 60523 as trustee, the following described real estate, with all improvements thereon, situated in the **County of Cook in the State Of Illinois**, to-wit:

**Legal Description:**

LOT 28 (EXCEPT THE NORTH 3 FEET) AND ALL OF LOT 29 IN BLOCK 68 IN WASHINGTON HEIGHTS MORGAN PARK, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 25-19-210-031  
Address(es) Of Real Estate: 11258 South Church Street, Chicago, Illinois, 60643

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

GRANTORS AGREE to pay all taxes and assessments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior encumbrances and the interest thereon and to keep the property tenantable and in good repair and free of liens.

In The event of failure of grantors to comply with any of the above covenants, then grantee is authorized to attend to attend to the same and pay the bills therefore which shall, with 6.5% interest thereon, become due immediately, without demand. On default in any payments hereunder, grantee may declare the whole indebtedness due and proceed accordingly.

AS FURTHER SECURITY grantors hereby assign, transfer and set over to grantee all the rents, issues and profits of said premises, from and after this date, and authorize him to sue for, collect and receipt for the same, to serve all necessary notices and demands, to bring forcible detainer proceedings to recover possession thereof, to rent the said premises as he may deem proper and to apply the money so arising to the payment of this indebtedness, or to any advancements made as aforesaid, and it shall not be the duty of the grantee to inquire into the validity of any such taxes, assessments, liens, encumbrances, interest or advancements.

In Trust, nevertheless, for the purpose of securing performance of the following obligation to-wit:

UNOFFICIAL COPY

I ( We ) promise to pay to the order of Dolphin Mortgage Corporation the sum of One Thousand Two Hundred and Five Dollars and Zero Cents (\$1,205.00) at the office of the legal holder of this instrument

with interest at 150 % Percent on December 13, 1999 for a total payoff in the amount of \$1807.50 if not paid sooner.

And to secure the payment of said amount I ( We ) hereby authorize, irrevocably any attorney of any court of record in any County or State in the United States to appear for us in such court, in term time or vacation, at any time after maturity hereof, and confess a judgement without process in favor of the holder of this instrument for such amount as may appear to be paid thereon, together with costs, and reasonable attorney's fees, and to waive and release all errors which may intervene in any such proceedings, and to consent to immediate execution upon such judgement, hereby ratifying and confirming all that my ( Our ) said attorney may do by virtue hereof.

IN THE EVENT of the trustee's death, inability, or removal from said Cook County, or of his resignation, refusal or failure to act, then (n/a) of said County, is hereby appointed to be the first successor in this trust; and if for any like cause first successor fails or refuses to act, the person who shall then be the acting Recorder Of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed the trustee, or his successor in trust, shall release the premises to the party entitled thereto on receiving his reasonable charges.

If any provision of this indenture shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or affecting the remainder of such provision or the remaining provisions of this indenture

Witness our hands and seals this: May 13, 1999

*Lawrence E. Rodgers*

Lawrence E. Rodgers (social security number: 33-51-9660)

*Cathy Rodgers*

Cathy Rodgers (social security number: 348-60-2661)

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STATE OF ILLINOIS )

) SS:

COUNTY OF COOK )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT Lawrence E. Rodgers and Cathy Rodgers, husband and wife PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT HE/SHE SIGNED AND DELIVERED THE SAID INSTRUMENT AS HIS/HER FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 13th DAY OF May , 1999

*Gayle L. Tracy*

Notary Public

My commission expires on: 5/25/03



prepared by and after recording return to : Dolphin Mortgage Corporation, 2301 W 22nd Street, Suite 201, Oakbrook, Il, 60523