CAUTION Consult a lawyer before using or acting under this form. Neither the publisher me the seller of this form makes any warranty with respect thereto, including any warranty of merchantatility or filmess for a perticular purpose.

THIS INDENTURE WITNESSETH, That the undersigned as grantors, of Romeoville, County of Will 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, Inc, a Corporation of Hillside, County Of Cook and State of Illinois, as trustee, the following described real estate, with all improvements thereon, situated in the County of Will in the State of Illinois, to-wit:

95017412

DEPT-01 RECORDING

\$23.50

T46666 TRAN 3807 01/10/95 11:56:00

#0111 + LC #-95-017412

COOK COUNTY RECORDER

Above Space for Recorder's Use Only

Lot 43, Block 4, in Fampton Park Subdivision No.12, a subdivision of the Northeast 1/4 of Section 4, and in the Northwest 1/4 of Section 3, in Township 36 North and in Range 10 East of the Third Principal Meridian, according to the plat thereof received May 3, 1968, as Document No. R68-6759, in Will County, Illinois.

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

Permanent Real Estate Index Numbe (s). 04-04-216-043

Address(es) Of Real Estate: 310 Haller Street, Romeoville, Illinois 60441

GRANTORS AGREE to pay all taxes and assess ments upon said property when due, to keep the buildings thereon insured to their full insurable value, to pay all prior incumunces and the interest thereon and to keep the property tenantable and in good repair and free of liens. In The event of falling 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 therefor, which shall, with 18% 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, incumbrances, interest or advancements.

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

\$3,742.69

December 2f 1994

Paid In Full after date received I (We) promise to pay to the order of Dolphin Mor.gage, Inc., 4415 West Harrison Sireet - Suite 241, Hillside, Illinois 60162 the Sum of Three Thousand Seven Lundred Fourty Two Dollars And Sixty Nine Cents at the office of the legal holder of this instrument with interest at 0 per cent per annum after date hereof until paid, payable at said office, as follows: a Balloon Payment of \$3,742.69 On or Briore June 30, 1995.

And to secure the payment of said amount I (We) hereby authorize, irrevocably any attoriety of any court of record in hereof, and confess a judgement without process in favor of the hoider 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 DuPage County, or of his resignation, refusal or failure to act, then **Dolphin Mortgage**, Inc., 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 26th day of December, 1994

Robert M. Vitton

2350

This Instrument was prepared by Dolphin Mortgage Inc. • 4415 West Harrison Street - Suitre 241, Hillside, Illinois 60162

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UNOFFICIAL COPY

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Property of Cook County Clerk's Office

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