

**UNOFFICIAL COPY**  
**REAL ESTATE MORTGAGE (Not for Purchase Money) Mortgage Date**

This Mortgage is made on the date noted above between the parties listed below. The Mortgagor(s) for value received mortgages, and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property, a right, privilege, or improvement belonging to and possible with the property, easements and rights of way of the property, and all buildings and fixtures.

<b>PROPERTY DESCRIPTION</b>		SEE ATTACHED LEGAL EXHIBIT A	
THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO MORTGAGE DATED MARCH 16, 1994 BETWEEN LARRY A. RANAHAN AND CHRISTINE E. RANAHAN WINDSOR MORTGAGE IN THE AMOUNT OF \$ 172,500.00.			
MORTGAGOR(S) NAME(S)		MORTGAGEE NAME	
LARRY A RANAHAN CHRISTINE E RANAHAN		WINDSOR MORTGAGE, INC.	
HUSBAND AND WIFE SS#: 269-62-1133 SS#: 385-54-1814		Loan Number: 3360010814	
ADDRESS 155 N HARBOR DR, APT # 3106		ADDRESS 3201 OLD GLENVIEW ROAD	
CITY CHICAGO		CITY WILMETTE	
COUNTY COOK		COUNTY	
STATE IL		STATE IL.	

**NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$ 23000.00 . LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.**

This Mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this Mortgage and the agreement described below. Secured debt, as used in this Mortgage, includes any amount Mortgagee(s) may at any time owe under this Mortgage, the agreement described below, any renewal, refinancing, extension or modification of such agreement. The secured debt is evidenced by a **CONSUMER LOAN AGREEMENT** dated **March 16, 1994**. The above obligation is due and payable on **March 16, 1998** (if not paid earlier). The total unpaid balance secured by this Mortgage at any one time shall not exceed a maximum principal amount of **Twenty Three Thousand and 00/100** Dollars (\$ **23000.00**), plus interest. The above amount is secured even though all or part of it may not yet be advanced.

Mortgagor(s) covenant and warrant title to the property except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and

The Mortgagor(s) will make all payments on the secured debt according to the terms of the agreement which evidences such indebtedness.

The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for the Mortgagee's protection with an insurer of the Mortgagee's choice. This insurance will include a standard mortgage clause in Mortgagee's favor. Mortgagee will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Mortgagee's discretion, to either the restoration or repair of the damaged property or to the secured debt. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.

In the event the Mortgagor(s) shall sell, assign, or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Agreement and subject that agreement to the Mortgagee's right to demand payment in full unless it is protected by federal law as of the date of this Mortgage.

The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is a lien, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default. Mortgagor(s) will not make or permit any modification or extension of any mortgage, deed of trust or other security interest that has priority over this Mortgage or any note or agreement secured thereby without Mortgagee's written consent. Mortgagor(s) will promptly deliver to Mortgagee any notices Mortgagee(s) receive from any person whose rights in the property have priority over Mortgagee's rights. Mortgagor(s) agree to pay, and this Mortgage shall secure the payment of all costs of foreclosure, including but not limited to, reasonable attorneys' fees and costs of abstracts unless prohibited by law.

The Mortgagor(s) hereby waive and release all rights, dower and distributive share and homestead exemptions to the property.

If Mortgagor(s) fail to make any payment when due or breach any covenants under this Mortgage, any prior mortgage or any obligation secured by this Mortgage, Mortgagee may either accelerate the maturity of the secured debt and demand immediate payment or exercise any other remedy available to Mortgagee. Mortgagee may foreclose this Mortgage in the manner provided by law. At any time after the commencement of an action in foreclosure, or during any period of redemption, the court having jurisdiction of the case shall at the request of the Mortgagee, without regard to the adequacy of the security, insolvency of the Mortgagor or waiver by Mortgagee of any deficiency, appoint a receiver to take immediate possession of the property.

If Mortgagor(s) fail to perform any of their duties under this Mortgage, or any other mortgage, deed of trust, lien or security interest that has priority over this Mortgage, Mortgagee may perform the duties or cause them to be performed. Mortgagee may sign Mortgagor(s) name or pay any amount if necessary for performance. Mortgagee's failure to perform will not preclude it from exercising any of its other rights under the law of this Mortgage. Any amounts paid by Mortgagee to protect its security interest will be secured by this Mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time on the secured debt.

Mortgagee may enter the property to inspect with prior notice stating reasonable cause for inspection.

Mortgagor(s) assign to Mortgagee the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied against the secured debt. This assignment is subject to the terms of any prior security agreement.

**SIGNATURES**

By signing below, Mortgagor(s) agree to the terms and covenants contained on this Mortgage. Mortgagor(s) also acknowledge receipt of a copy of this Mortgage on today's date.

LARRY A RANAHAN  
 269-62-1133

CHRISTINE E RANAHAN  
 385-54-1814

State of Illinois, County ss: Will  
 I, the undersigned Larry A. Ranahan & Christine E. Ranahan, Notary Public in and for said County and State, do hereby certify that the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that W/m signed and delivered the said instrument as W/m free and voluntary act, for the purposes and therein set forth.  
 Given under my hand and official seal, this 14<sup>th</sup> day of March, 1994.



Julie Abel  
 Notary Public

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9/18/2019 10:32:25

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL 1:

UNITS 3106 AND 3107, IN HARBOR DRIVE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FLAT OF THAT CERTAIN PARCEL OF REAL ESTATE (HEREINAFTER CALLED PARCEL); LOTS 1 AND 2 IN BLOCK 2 IN HARBOR POINT UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE LANDS LYING EAST AND ADJOINING THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCLUDED WITHIN FOOT DRABORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH ALL OF THE LAND, PROPERTY AND SPACE OCCUPIED BY THOSE PARTS OF WELL, CAISSON, CAISSON CAP AND COLUMN LOTS 1-'A', 1-'B', 1-'C', 2-'A', 2-'B', 2-'C', 3-'A', 3-'B', 3-'C', 4-'A', 4-'B', 4-'C', 5-'A', 5-'B', 5-'C', 6-'A', 6-'B', 6-'C', 7-'A', 7-'B', 7-'C', 8-'A', 8-'B', 8-'C', 9-'A', 9-'B', 9-'C', M-LA AND MA-LA OF THE PARTS THEREOF, AS SAID LOTS ARE DEPICTED, REGENERATED AND DEFINED ON SAID PLAT OF HARBOR POINT UNIT NO. 1, FALLING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY UPWARD AND DOWNWARD OF SAID LOT 1 IN BLOCK 2 AFORESAID, AND LYING ABOVE THE UPPER SURFACE OF THE LAND, PROPERTY AND SPACE TO BE DEDICATED AND CONVEYED TO THE CITY OF CHICAGO FOR UTILITY PURPOSES, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND BY-LAWS FOR THE 155 HARBOR DRIVE CONDOMINIUM ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58912 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY 1ST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 22935654 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

ALSO PARCEL 2:

EASEMENTS OF ACCESS FOR THE BENEFIT OF PARCEL 1 AFORESAID THROUGH, OVER AND ACROSS LOT 3 IN BLOCK 2 OF SAID HARBOR POINT UNIT NO. 1, ESTABLISHED PURSUANT TO ARTICLE III OF DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58912 AND UNDER TRUST NO. 58930 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY FIRST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935652) IN COOK COUNTY, ILLINOIS

ALSO PARCEL 3:

EASEMENTS OF SUPPORT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS SET FORTH IN RESERVATION AND GRANT OF RECIPROCAL EASEMENTS AS SHOWN ON PLAT OF HARBOR POINT UNIT 1, AFORESAID AND AS SUPPLEMENTED BY THE PROVISIONS OF ARTICLE III OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR THE HARBOR POINT PROPERTY OWNERS' ASSOCIATION MADE BY CHICAGO TITLE AND TRUST COMPANY

A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 58912 AND UNDER TRUST NO. 58930, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935651 (SAID DECLARATION HAVING BEEN AMENDED BY 1ST AMENDMENT THERETO RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 22935652) ALL IN COOK COUNTY, ILLINOIS

LARRY A RANAHAN

CHRISTINE E RANAHAN

Prepared By Windsor MTC

ORIGINAL  
DOCUMENT

Midland Savings Bank

666 W. Wabash St  
Des Moines, Iowa 50309

BOX 333

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