

95308159

TR 22 320757

RECORDATION REQUESTED BY:

Heritage Bank
12015 South Western Avenue
Blue Island, IL 60406

WHEN RECORDED MAIL TO:

Heritage Bank
12015 South Western Avenue
Blue Island, IL 60406

Box 15

DEPT-01 RECORDING \$37.00
T00001 TRAN 8099 05/11/95 09:11:00
4614 # CG # -95-308159
COOK COUNTY RECORDER
DEPT-10 PENALTY \$34.00

FOR RECORDER'S USE ONLY



Heritage Bank

MORTGAGE

THIS MORTGAGE IS DATED MAY 1, 1995, between Albert F. Moore, Sr., not personally but as Trustee on behalf of The Albert F. Moore, Sr. Living Trust Dated September 9, 1992 under the provisions of a Trust Agreement dated September 9, 1992, whose address is 8904 South Harlem Avenue, Bridgeview, IL 60455 (referred to below as "Grantor"); and Heritage Bank, whose address is 12015 South Western Avenue, Blue Island, IL 60406 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Cook County, State of Illinois (the "Real Property"):

PARCEL 1: LOTS 1 AND 2 IN BLOCK 12 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. PARCEL 2: LOT 7 IN BLOCK 12 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE WEST 17 FEET CONVEYED TO RAILROAD) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9003-11 SOUTH OKETO AVENUE AND 9004-12 SOUTH ODELL AVENUE, Bridgeview, IL 60455. The Real Property tax identification number is 23-01-212-001 AND 23-01-212-011.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means Albert F. Moore, Sr., Trustee under that certain Trust Agreement dated September 9, 1992 and known as The Albert F. Moore, Sr. Living Trust Dated September 9, 1992. The Grantor is the mortgagor under this Mortgage.

TICOR TITLE INSURANCE
BOX 15

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Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessories, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. NOTICE TO

The word "Note" means the promissory note or credit agreement dated May 1, 1995, in the original principal amount of \$900,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 9.000% per annum. The interest rate to be applied to the unpaid principal balance of this Mortgage shall be at a rate equal to the index, resulting in an initial rate of 9.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Lender. The word "Lender" means Heritage Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

\$900,000.00 not including sums advanced to protect the security of the Mortgage, exceed the note amount of

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated (contingent) and whether Grantor may be liable individually or jointly with others, whether obligated as grantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

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