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PREPARED BY: KATHY HAMBY ADDISON, IL

RECORD AND RETURN TO:

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93922135

OXFORD BANK & TRUST 1100 WEST LAKE STREET ADDISON, ILLINOIS 60101

[Space Above This Line For Recording Data]

MORTGAGE

77-11612

THIS MORTGAGE ("Scounty Instrument") is given on SEPTEMBER 30, 1993 KEVIN J. HARTIG AND DAWN E. HARTIG, HUSBAND AND WIFE

. The mortgager is

("Borrower"). This Security Instrument is given to OXFORD BANK & TRUST

which is organized and existing under the laws of THE STATE OF ILLINOIS address in 1100 WEST LAKE STREET

, and whose

ADDISON, ILLINOIS 60101

EIGHTY SIX THOUSAND TWO HUNDRED FIFTY

AND 00/100

Dollars (U.S. \$

"Lendor"). Borrower owes Lender the principal sum of

86,250.00), This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for CCTOBER monthly payments, with the full debt, if not paid earlier, due and payable on 1, 2013

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and fonvity to Lender the following described property located in COOK

LOT 1057 IN WOODLAND HEIGHTS UNIT THREE, BEING A SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JULY 14, 1960 AS DOCUMENT NUMBER 1,931,799.

06-23-214-017

which has the address of 256 EAST MAXON LANE, STREAMWOOD 60107 Illinois ("Property Address");

Street, City ,

DP# 10##

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT -6R(AL) (0101)

VMP MORTGAGE FORMS - (\$13)293-8160 - (8C0)521-7291

Form 3014

BOX 15

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Croton (Japan -

FORM 2014 9/90 9991 SdG more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Landor may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or this Security Instrument. If Lender determines that any part of the Proporty is subject to a lien which may attain priority over

enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to provent the writing to the payment of the obligation accurred by the lien in a manner acceptable to Lender; (b) contests in good faith the lien.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in

If Borrower makes these payments directly, Borrower shall premptly furnish to Lender receipts evidencing the payments. to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and lesschold payments or ground rents, if any. Borrower shall pay

4. Charges; Licas. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note. I and 2 shall be applied: first, to any propayment charges due under the Note; account, to amount expelied: first, to any propayment charges due under the Note; account, to amount expelied:

3. Application of Payments. Unions applicable law provides otherwise, all payments recei of by Lander under paragraphs this Security Instrument.

of the Proporty, shall apply any Funds hold by Lander at the time of acquisition or aslo at a credit against the sums secured by Funds held by Lender, If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Upon payment in full of all sums secured by this Security Instrument, Loloft shall promptly radual to Borrower any

swelve monthly payments, at Londor's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency. Bollow a shall make up the deficiency is no more than time is not sufficient to pay the Eucrow Items when due, Lendor may so with Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable for. If the amount of the Funds hold by Lender at any

If the Funds held by Leader exceed the amounts permitted to include by applicable law, Leader shall account to Borrower debit to the Funds was made. The Funds are pledged as additional squarty for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each Burrower and Lender may agree in writing, bowever, incl. Discost aball be paid on the Punds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall my be required to pay Borrower any interest or earnings on the Punds. med by Lander in connection with this loan, dates applicable law provides otherwise. Unless an agreement is made or a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lander pays Bosrower interest on the Punds and applicable law permits Londer to make such Eacrow Items, Leader may not charge Forrower for holding and applying the Punda, anguelly analyzing the eacrow account, or

(including Leader, if Leader is such as includion) or in any Pederal Home Loan Bank. Leader shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

Eucrow Items or otherwise in accordance with applicable law.

Lender may estimate the among of Funds due on the basis of current data and resonable estimates of expenditures of luture sets a lesser amount, if so Leader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended how time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage ic to may require for Borrower's secrow account under the federal Real Batate Settlement Procedures Act of Londer may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called Bacrow Items." if May; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground reads on the Property, if eary; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly lessohold payments Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funda") for: (a) yearly taxes 2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Londor, Borrower shall pay to

principal of and inferces on the debt evidenced by the Notes and any propayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when the the UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

Arriations by jurisdiction to constitute a uniform security instrument cevering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defeated generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grant and convey the Property and that the Property is uneacumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully soled of the estate hereby conveyed and has the right to mortgage,

"strument. All of the foregoing is referred to in this Security Instrument as the "Property."

fixtures now or hereafter a part of the property. All replacements and additions shall size be covered by this Security TOCETHER WITH all the improvements now or heresiter erected on the property, and all casements, appurionances, and

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5. Hazard or Property Insurance. Borrower shall keen the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make preaf of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Rorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Froperty is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the exquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to good by the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond corrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit visite on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, or causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lendor's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inscrurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the overlants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bank-uptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph

7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

Form 3014 9/90

Infilate: Kat

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16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

given effect without the conflicting provinton. To this end the provintons of this Security Instrument and the Note are declared conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be jurisdiction in which the Property is located, in the event that any provision or clause of this Security instrument or the Note 15. Coverning Law; Severability. This Security Instrument shall be governed by fedoral law and the law of the

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this or any other address Borrower designates by notice to Lender. Any notice to Londer shall be given by first class mail to it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to toan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the always percessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected at 12 he collected in connection with the 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's conseast. secured by this Security Instrument, and (c) agrees that Lender and any other B Arower may agree to extend, medify, forbest or Borrower's interest in the Property under the terms of this Security Inst.um at; (b) is not personally obligated to pay the sums Instrument but does not execute the Mote: (a) is co-signing this Security instrument only to mortgage, grant and convey that paragraph 17. Borrower's covenants and agreements shall be joint and acveral. Any Borrower who co-signs this Security Security Instrument shall bind and benefit the successors and at signs of Londer and Borrower, subject to the provinces of 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

successors in interest. Any forbearance by Lender in exercising any right or remody shall not be a waiver of or preclude the of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's exercise of any right or remedy. commence proceedings against any successor in ir herest or refuse to extend time for payment or otherwise modify amortization not operate to release the hability of the original Borrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by dus focurity instrument granted by Lender to any successor in interest of Borrower shall 11. Borrower Not Released; Lectrarance By Lander Not a Waiver, Extension of the time for payment or modification

postpone the due date of the montaly payments referred to in paragraphs I and 2 or change the amount of such payments. Unless Lender and Borrowse otherwise agree in writing, any application of proceeds to principal shall not extend or

Lender is authorized 1., collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Lastranent, whether or not then due. award or settle a clara for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, If the Projecty is abandoned by Borrower, or if, after notice by Lender to Borrower that the condennor offers to make an

be applied to the sums secured by this Security Instrument whether or not the sums are then due. taking, unless Borrower and Lender otherwise agree in writing or uniess applicable law otherwise provides, the proceeds shall market value of the Property immediately before the taking is less the amount of the sums secured immediately before the before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured b market value of the Property immediately before the taking is equal to or greater than the amount of the sums accured by the whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fa in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned a

19. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 9. Inspection. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall g

mannance ends in accordance with any written agreement between Borrower and Lender or applicable law. the prevaiunts required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortg that Lendor requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall payments may no lenger be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the per

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re Berefical littrest in hoors wer, it all or on part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender excresses this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies

permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of accordation under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or nors times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrighted to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with peragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

29. Hazardous Substances. Borrower shall not cruse or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Superances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammality of toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and adioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under purgraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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while eith to the seveneste and sirements of this Security instrument in the rideries were a part of this Security with this Security instrument, the coverants and spreaments or each close shall be incorporated into and shall amend 24. Ridors to this Security Instrument. It one or more ridors are exceuded by Borrower and recorded together

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