DEFERRED PURCHASE MONEY DEED OF TRUST

3/ 2 TRIS DEED OF TRUST made this 11th day of November 11, 1993, by and between MARGARET BURMS, CATHERINE BURMS DAVIS and GRAHAM WILLIAM BURMS, Trustees of the Margaret Burns Revocable Trust, dated December 20, 1990, herein referred to as "Grantor", and TERRENCE MORROW, a resident of Reston, Virginia, herein referred to as "Trustee".

WITNESSETH:

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid to Grantor, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Trustee, with GLE GAL WARRANTY of Title, all that certain parcel or lot of land, together with all the buildings and improvements now or hereafter thereon, and all other rights, privileges and appurtenances belonging or in any way appertaining thereto, sittle te, lying and being in Arlington, Virginia, and Cook County, Illinois, and more particularly described as follows (all of such property being herein sometime referred to as the "Real Estate"):

> Condominium Unit No. 1520 in the Jefferson Residential Condominium, located in Arlington County, Virginia, established by Condominium Instruments recorded on July 30, 1992 in Deed Book 2537 at Page 1340 among the land records of Arington County, Virginia; and

> (1) in Block 19 in Kerlilworth Company's Addition Lot One Kenilworth, said addition being a evolvision of part of Section 28, Township 42, North, range 13, East of the third principal Meridian, in Cook County, Illinois

IN TRUST NEVERTHELESS, to secure the prorp'. payment of the certain negotiable promissory note of even date herewith (the "Note") and payable to the order of MARRIOTT SENIOR LIVING SERVICES, INC. in the total principal sum of One Hundred Bighty-Seven Thousand Six Hundred Dollars (\$187,600) together with interest at the rate of Four and three-quarters percent (4.75%) per Farum for the first six months of indebtedness and Nine and one-half percent (9.5% per annum for the remaining term of the indebtedness due with interest only payable on the first day of each month commencing on December 1, 1993 and the principal due in full on the Maturity Date as defined in the Note.

Privilege is reserved to prepay the indebtedness hereby secured in full without penalty.

RETURN TO: REAL TITLE COMPANY, INC. 2009 North 14th Street, #100 22201 Arlington, Virginia ATTN: Connie Emmert

A9301096

Street Address: 320 Cumberland Avenue 60043 Kenilworth, Illinois Permanent Tax Index Number:

05-28-213-001

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This deed of trust, except to the extent inconsistent with the specific and express provisions contained herein, shall in all other respects be read and construed with, and to such extent be deemed to incorporate by reference the provisions of Section 55-59 of the Code of Virginia of 1950, as in force and effect on the date of acknowledgment hereof, and shall include in short form provided in Section 55-60 of said Code the following provisions:

Exemptions waived

Subject to all upon default

Renewal, extension or reinstatement permitted

The parties hereto do further covenant and agree as follows:

- 2. Grantor hereby covenants that Grantor owns the real estate in fee Simple and has the right to convey it; that Grantor will execute such further assurances of hitle as may be requisite; that Grantor will pay punctually and promptly all or the said indebtedness and that no purchaser hereunder shall be required to look to the application of the purchase moneys.
- So long as any part of the indebtedness secured hereby remains unpaid, Grantor agrees to ray all taxes, assessments, levies and charges upon the real estate by the time they become due and further agrees to keep the improvements on the real estate constantly insured, in an insurance company satisfactory to Beneficiary, in web amount as shall be required by Beneficiary, against loss by fire or the hazards awally covered by an extended coverage policy with loss payable to Beneficiary under the New York Standard Mortgagee Clause without contribution and to deliver every policy to Beneficiary as additional security. In addition, Grantor will, if required by Beneficiary, pay to Beneficiary, on the day that payments are due on said secured indebtedness, a pro rata sum which Beneficiary estimates will be sufficient to pay the annual taxes assessed against the real estate and the annual premium or premiums for hazard insurance. Beneficiary shall hold such payments to pay such premium or premiums, taxes and assessments before the same become delinguint, and is hereby authorized by Grantor to make said payments. In the event that the amount so paid by Grantor on account of taxes and hazard insurance shall be lasufficient to pay the same when the same become due and payable without penalty, Grantor shall, after demand by Beneficiary, pay to Beneficiary the amount of such deficiency prior to the due date of the next installment due on said indebtedness.
- 3. Grantor will not remove, demolish or alter the design or structural character of any building now or hereafter erected on the real estate unless Beneficiary Shall first consent thereto in writing; will maintain the real estate in good condition and repair; will not commit or suffer waste thereof; and will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the real estate.

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4. Grantor agrees to pay all expenses incurred in the collection of the indebtedness hereby secured, including reasonable attorneys' fees, plus interest on Principal amounts in default at the rate provided by the note secured hereby.

At the option of Beneficiary, Grantor will also pay the usual "late charge" assessed by Beneficiary on any installments of the indebtedness hereby secured which are paid after their due date.

- 5. If the real estate, or any part thereof, be condemned under the power of eminent domain, the proceeds and consideration for such acquisition, to the extent of the full amount then secured by this deed of trust, are hereby assigned by Grantor to Beneficiary and shall be paid forthwith and directly to Beneficiary to be applied on account of the then full amount of the indebtedness hereby secured.
- 6. The Beneficiary may advance additional amounts to Grantor from time to time, and this deed of trust shall also secure the repayment of such additional amounts, with interest, according to the terms and conditions imposed by Beneficiary incidental to each such advance.
- Grantor agree, that if default be made in the payment of any of the indebtedness hereby secured, the Trustee (i) may take possession of the real estate, or any part thereof, and lease it in the name of and for the account of Grantor, or in the name of and for the account of its then owner; or (ii) may give notice of such default to the lassne of the real estate in the event it shall have been leased by Grantor, and there after collect the rents therefrom from the lessee. In either of such events, the Trustee shall deduct from such rents all costs of collection and administration and apply the net proceeds on the secured indebtedness. The Trustee is hereby empowered to bring in his name, or in the name of the owner of the premises, any sull or action he may deem advisable for the enforcement of the provisions of this clause to the same extent as if the Trustee were then lessor of the real estate, but the Trustee shall be in no way personally liable under any of the provisions of such lease or of this clause, and shall not be personally liable to any person by virtue of his possession of the real estate or by virtue of his acting under any provisions of this clause, except to the extent of accounting for rents actually received by him hereunder The rights and remedies given under this clause are in addition to and not in lieu of those given by law or by other clause of this deed, and may be exercised without prejudice to such other rights and remedies.
- 8. Grantor further agrees that if default shall be made in the payment of the secured indebtedness or of any monthly installment of principal and interest thereon, or under the terms of or in the payment of, any installment of principal, or interest on any senior encumbrance, or in the payment of any of the monthly sums for taxes or assessments, or fire and other hazard insurance, all as hereinafter provided; or upon any default in payment on demand of any money advanced by Beneficiary on account of any proper cost, charge, commission or

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expense in and about the same or on account of any tax or assessment or insurance, or expense of litigation, or attorneys' fees, with interest therson and at the rate set forth in the note or notes secured hereby from date of such advance (it being hereby agreed that on default in the payment of any tax or assessment or insurance premium or any payment on account thereof, or in the payment of any said costs, expense of litigation, or attorneys' fees, or any amount of principal or interest falling due on any senior encumbrance, as aforesaid, Beneficiary may pay the same, and all sums so advanced, with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or inability faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default so made as aforesaid, it is expressly covenanted and agreed by Grantor that Egneficiary may, after thirty days default, treat the whole principal debt hareby secured as thereupon immediately due and payable, and shall, in order to renover said principal debt or sum and interest thereon until paid, have the right then or thereafter at any time to sue thereon at law or in equity, or to enforce parent thereof by means of any remedies or provisions in this instrument contained; and these rights shall exist notwithstanding that, by the terms of the note or notes hereby secured, they may not on their face be due.

- In the event of delegat occurring as described in the preceding paragraph, then the Trustee, his successors or assigns, on being requested so to do by Beneficiary, shall sell for cash the real estate, after first advertising the time, terms and place of sale for five cimes in some newspaper published in, or having a general circulation in, the county city or town wherein the real estate lies, or by any other method of advertisement that the Trustee may deem wise, and of the proceeds of said sale: FIRSTLY, to pay all proper costs, charges and expenses, including all attorneys' and auctioned tees; and other costs provided for herein, and all moneys advanced for value, assessments and insurance, with interest thereon as provided herein, and all taxes due upon the real estate at time of sale, and to retain as compensation a commission of five per centum (5) on the amount of the said sale; SECONDLY, to discharge all taxes, levies, and assessments, with Costs and interest if they have priority over the lien of this deed of trust, including the due pro rata thereof for the durrent year; THIRDLY, to discharge in the order of their priority, if any, the remaining debts and obligations secured by this deed of trust and any liens of record inferior to this deed of trust under which sale is made, with lawful interest; and FOURTHLY, the residue of the proceeds shall be paid to the Grantor or his assigns.
- 10. If at the time of the sale of the said Trustee, or the one acting, shall deem it best for any reason to postpone or continue said sale for one or more days, they or he may do so, in which ever, notice of such postponement or continuance shall be made in such manner as the Trustee, or the one acting may

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more days, they or he may do so, in which ever, notice of such postponement or continuance shall be made in such manner as the Trustee, or the one acting may deem sufficient. It is further agreed that if the said property shall be advertised for sale as herein provided and not sold, the Trustee, or the one acting, shall be entitled to one-half the commission above provided, to be computed on the amount of principal then unpaid.

- 11. The Beneficiary, with or without cause, is hereby authorized and empowered to substitute and appoint, by an instrument recorded wherever this deed of trust is recorded. a Trustee in the place of any Trustee hereunder. All power and discretion vested in the Trustee by law or by this deed of trust may be exercised by either or both of the Trustees or any substitute Trustee, and upon any sale hereunder, a conveyance by the Trustee so acting shall be sufficient to pass title to such property.
- 12. Upon payment and discharge of all the obligations secured hereby and the discharge of all lovenants herein, the Trustee will, at the cost of Grantor, execute a proper deed of release unto Grantor or otherwise properly release the lien of this deed of trust.
- 13. Grantor further covenants that the Trustee may reply upon the written or oral representations of Beneficiary that this deed of trust is in default, and all action taken pursuant to notice of default and request for foreclosure shall be binding upon Grantor the Trustee and those claiming through or under them.
- 14. Until default in the payment of the indebtedness hereby secured, or the breach of one or more of the covenants of the note(s) evidencing the said indebtedness, or of this deed of trust, or the happening of any event which would constitute a default under the terms hereof, Grantor shall remain in quiet use, possession and management of the real estate, and in the enjoyment of the income revenue and profits therefrom.
- 15. The covenants contained herein shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used the singular number or noun shall include the plural and the plural the singular.

WITNESS the following signatures and seals:

Margaret Burns, Trustee Jruster by
Calberna Burns, M.B. W. for atternay [Seal]
Catherine Burns Davis, Trustee, by
Margaret Burns, Barns, her Attorney-in-Fact
Margaret Burns, Burns, her Attorney-in-Fact
Margaret Burns, Burns, Trustee

[Seal]
Graham William Burns, Trustee

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us and

STATE OF VIRGINIA To-wit: COUNTY OF ARLINGTON

The foregoing instrument was acknowledged before me this 11th day of November, 1993, by Graham William Burns, Trustee and Margaret Burns, Individually as Trustee and as Attorney-in-Fact for Catherine Burns Davis, Trustee.

Connie Emmert, Notary Public

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