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TRUST DEED  
INSTALLMENT  
VARIABLE RATE  
FIXED PAYMENT  
JUNIOR MORTGAGE

THE ABOVE SPACE FOR RECORDERS USE ONLY

93067319

THIS INDENTURE, MADE JANUARY 12 1993, between

MARK F. MANIA AND DESPINA MANIA, HIS WIFE, AS JOINT TENANTS

herein referred to as "Mortgagors," and

Western Springs National Bank And Trust,

A National Banking Association doing business in Western Springs, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagors are justly indebted to Western Springs National Bank And Trust, (herein referred to as Lender) under the Note hereinafter described, said Lender or the legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND AND NO/100\*\*\*\*\* Dollars,

evidenced by one certain Note of the Mortgagors of even date herewith, made payable to Western Springs National Bank And Trust, and delivered, in and by which said Note the Mortgagors promise to pay the principal sum of \$187,500.00, payable in MONTHLY installments of \$ INTEREST ONLY (AS PER NOTE),

each including interest beginning on FEBRUARY 12, 1993 and on the same day of each successive MONTH thereafter and a final installment of the balance of unpaid principal and interest due on NOVEMBER 30, 1993.

Interest on said Note shall accrue at the rate of PRIME + 1% % per annum in excess of the Lender's Prime Interest Rate from time to time in effect. All installment payments received on said Note shall be applied first to the payment of interest accrued to the date the installment is paid and any amount remaining from an installment after application to interest shall be applied in reduction of unpaid principal. After maturity of the final installment, interest shall accrue at the rate of PRIME + 1% per annum, until paid in full. Interest on said Note will be computed based upon a 360-day year for the actual number of days elapsed from date of disbursement until paid in full.

All of said principal and interest being made payable at such banking house or trust company in Western Springs, Illinois, as the holders of the Note, may from time to time, in writing appoint, and in absence of such appointment, then at the office of [redacted] in said city,

NOW, THEREFORE, the Mortgagors to secure the payment of the principal sum of money and said interest in accordance with the terms, provisions and limitations of this Trust Deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents COVENANT and WARRANT unto the Trustee, its successor and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate,

lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS,

PARCEL 1:

UNIT 7956 IN OAK HILLS CONDOMINIUM 'II', AS DEFINED ON SURVEY OF CERTAIN LOTS OR PARTS THEREOF IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION, BEING SUBDIVISIONS OF PART OF THE NORTH 985 FEET OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 23771002 AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY)

ALSO PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, DATED OCTOBER 2, 1976 AND RECORDED OCTOBER 25, 1976 AS DOCUMENT 23684698 AND CREATED BY DEED FROM BURNSIDE CONSTRUCTION COMPANY TO ALICE M. MICHALAK AND FRIEDA A. STARCEVICH DATED MARCH 3, 1978 AND RECORDED APRIL 11, 1978 AS DOCUMENT 24396982 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

P.I.N. 23-36-303-124-1036

which, with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for storing and sharing all such time as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, clothes and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Mortgagors shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or holders of the Note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall upon written request, furnish to Trustee or to holders of the Note duplicate receipts therefor. To prevent default hereunder, Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the Note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the Note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall be and shall deliver all policies, including additional and renewal policies, to the holders of the Note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
4. In case of default therein, Trustee or the holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith including attorneys' fees, and any other moneys advanced by Trustee, or the holders of the Note to protect the mortgagors' premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate on the Note. Inaction of Trustee or holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.
5. The Trustee or the holders of the Note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

MP, KF-13600-0000

\* AS PER NOTE

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