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Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
Suite 325
135 South La Salle Street
Chicago, Illinois 60603

DEPT-01 RECORDING \$57.00
730012 TRAN 3963 10/13/95 13:12:00
\$1990 # D T # 95-699997
COOK COUNTY RECORDER

PERMANENT INDEX NUMBER:

23-36-303-124-1036

PROPERTY ADDRESS:

95699997

7956 Golf Drive
Palos Heights, Illinois 60463

755424 FIC/D/10/11/95

JUNIOR MORTGAGE

5/100
RJA

This JUNIOR MORTGAGE is given as of this 10th day of August, 1995 (the "Mortgage") by MARK F. MANTA and DESPINA MANTA, husband and wife (collectively, the "Mortgagor"), whose address is 7956 Golf Drive, Palos Heights, Illinois 60463. This Mortgage is given to LASALLE NATIONAL BANK, a national banking association (the "Lender"), whose address is 120 South La Salle Street, Chicago, Illinois 60303.

Mark F. Manta (the "Borrower") owes the Lender the principal sum of Two Hundred Forty Six Thousand Seven Hundred Ten and 73/100 Dollars (\$246,710.73). This debt is evidenced by that certain Installment Note dated as of August 10, 1995 (the "Note"), in and by which Note the Borrower promises to pay the principal sum together with interest thereon prior to maturity or the occurrence of a Default (as defined in the Note) at the rate of interest announced from time to time by the Lender as its Prime Rate plus one percent (the "Interest Rate"), and following maturity or the occurrence of a Default at the Interest Rate plus three percent (the "Default Rate").

This Mortgage secures to the Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, substitutions and modifications thereof; (b) the payment of all other sums, with interest, advanced hereunder to protect the security of this Mortgage; and (d) the performance of covenants and agreements under this Mortgage and the Note. For this purpose, the Mortgagor does hereby mortgage, grant and convey to the Lender the real estate located in Cook County, Illinois, commonly known as 7956 Golf Drive, Palos Heights, Illinois 60463 (the "Property Address") and more fully described in Exhibit "C" attached hereto and made a part hereof.

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BOX 333-CTI

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property."

The Mortgagor COVENANTS that the Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

UNIFORM COVENANTS. The Mortgagor and the Lender covenants and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. The Mortgagor shall promptly pay or cause to be paid when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. If required by the Lender on the date the Mortgage is executed or any time thereafter, and subject to applicable law, the Mortgagor shall pay to the Lender on the day regular payments are due under the Note, until the Note is paid in full, a sum (the "Funds") equal to such prior portion of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any, as the Lender may establish. These items are called "escrow items". The Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held by the Lender and applied to pay the escrow items. The Lender may not charge for holding and applying the funds, analyzing the account or verifying the escrow items, unless the Lender pays the Mortgagor interest on the Funds and applicable law permits the Lender to make such a charge. The Mortgagor and the Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, the Lender shall not be required to pay the Mortgagor any interest or earnings on the Funds. The Lender shall give to the Mortgagor, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by the Lender, together with the future monthly payments of Funds payable prior to the due dates

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of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at the Mortgagor's option, either promptly repaid to the Mortgagor or credited to the Mortgagor on monthly payments of Funds. If the amount of the Funds held by the Lender is not sufficient to pay the escrow items when due, the Mortgagor shall pay to the Lender any amount necessary to make up the deficiency in one or more payments required by the Lender.

Upon payment in full of all sums secured by this Mortgage, the Lender shall promptly refund to the Mortgagor any Funds held by the Lender. If, under Section 21 of this Mortgage, the Property is sold or acquired by the Lender, the Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by the Lender, any Funds held by the Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by the Lender under Sections 1 and 2 shall be applied as follows: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under Section 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. The Mortgagor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. The Mortgagor shall pay these obligations in the manner provided in Section 2, or if not paid in that manner, the Mortgagor shall pay them on time directly to the person owed payment. The Mortgagor shall promptly furnish to the Lender all notices of amounts to be paid under this Section. If the Mortgagor makes these payments directly, the Mortgagor shall promptly furnish to the Lender receipts evidencing the payments.

The Mortgagor shall promptly discharge any lien which has priority over this Mortgage, other than the Existing Mortgage (as hereinafter defined), unless the Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to the Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to the Lender subordinating the lien to this Mortgage. If the Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, the Lender may give the Mortgagor a notice identifying the lien. The Mortgagor shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard insurance. The Mortgagor shall keep all buildings and improvements now or hereafter situated on said Property insured against loss or damage by fire, lightning and such other risks and hazards as are insurable under the present and future forms of all-risk insurance policies, providing for payment by the insurance companies of moneys sufficient to pay the greater of either (a) the cost of replacing or repairing the same or (b) the full amount of the indebtedness secured hereby, all in companies satisfactory to the Lender, under insurance policies payable, in case of loss or damage, to the Lender as its interest shall appear on such policy, such rights to be evidenced by the standard mortgagee clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Lender, and in case of insurance about to expire, shall deliver renewal policies not less than ten (10) days prior to the respective dates of expiration. All policies of insurance shall contain a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days prior written notice to the Lender. If the policies of insurance referenced herein contain a co-insurance clause or provision, the Mortgagor agrees to maintain insurance coverage which is at all times in compliance with said clause or provision.

The Mortgagor shall furnish the Lender with evidence satisfactory to the Lender that flood insurance is in effect in the event that the Mortgagor has failed previously to demonstrate to the Lender that the Property is not located in an area designated by the Secretary of Housing and Urban Development as having special flood hazards.

6. Adjustment of Losses with Insurer and Application of Proceeds of Insurance.

A. In case of loss by fire or other casualty, the Lender (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is hereby authorized either (i) to settle and adjust any claim under such insurance policies without consent of the Mortgagor, or (ii) to allow the Mortgagor to agree with the insurance company or companies on the amount to be paid upon the loss. In either case the Lender is authorized to collect and receipt for any such insurance money. If (i) the Mortgagor is obligated to restore or replace the damaged or destroyed buildings or improvements under the terms of any lease or leases which are or may be prior to the lien of this Mortgage, and (ii) such damage or destruction does not result in cancellation or termination of such lease, and (iii) the insurers do not deny liability as the insureds, such proceeds, after deducting therefrom any expenses incurred in the collection thereof, shall, subject to the provisions of subsection B and C hereof, be used to reimburse the Mortgagor for the cost of rebuilding or restoration of buildings and improvements on the Property. In the event the Lender elects to apply said insurance proceeds in reduction of the indebtedness secured hereby, all expenses and fees of collection

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shall first be deducted and paid to the Lender, and it is further covenanted and agreed that should the net insurance proceeds be insufficient to pay the then existing indebtedness secured hereby, together with all accrued interest thereon, fees and charges, the Lender may, at its sole election, declare the entire unpaid balance of the debt secured hereby to be immediately due and payable, and the failure of the payment thereof shall be a default hereunder.

B. In the event the Lender elects to permit such insurance proceeds to be applied to pay for the cost of rebuilding or restoration of the buildings and improvements on the Property, such funds will be made available for disbursement by the Lender; provided, however, that (i) should any insurance company have, in the opinion of the Lender, a defense against the Mortgagor (but not against the Lender) to any claim for payment due to damage or destruction of the Property or any part thereof by reason of fire or other casualty, submitted by the Lender or any party on behalf of the Lender, or should such company raise any defense against the Lender (but not against the Mortgagor) to such payment, or (ii) should the net proceeds of such insurance collected by the Lender together with any funds deposited by the Mortgagor with the Lender be less than the estimated costs of the requisite work as determined by the Lender, which estimate shall include a reasonable contingency, then in either case the Lender may, at its option, whether or not the Lender has received funds from any insurance settlements, declare the unpaid balance of the debt secured hereby to be immediately due and payable, and the Lender may then treat the same as in the case of any other default hereunder. In the event such proceeds are applied toward restoration or rebuilding, the buildings and improvements shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such damage or destruction. Such proceeds shall be made available, from time to time, upon the Lender being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of lien, contractors' sworn statements and other evidence of cost and of payments, including insurance against mechanic's liens and/or a performance bond or bonds in form satisfactory to the Lender which shall be the sole or a dual obligee, and which bonds shall be written with such surety company or companies as may be satisfactory to the Lender. All plans and specifications for such rebuilding or restoration shall be presented to and approved by the Lender prior to the commencement of any such repair or rebuilding. Disbursement of such insurance proceeds shall not exceed ninety percent (90%) of the value of the work performed from time to time, and at all times the undisbursed balance of said proceeds remaining in the hands of the Lender shall be at least sufficient to pay for the cost of completion of the work free and clear of liens.

C. In case of loss after foreclosure proceedings have been instituted, the proceeds of any such insurance policies, if not applied as aforesaid in rebuilding or restoring the building or improvements, shall be used to pay the amount due in accordance

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with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if he shall then be entitled to the same, or as the court may direct. In case of the foreclosure of this Mortgage, the court in its judgment may provide that the Lender's clause attached to each of said insurance policies may be canceled and that the judgment creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said judgment creditor. In the event of foreclosure sale, the Lender is hereby authorized, without the consent of the Mortgagor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as the Lender may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on the Lender to collect any amount owing on any insurance policy; to rebuild, repair or replace any damaged or destroyed portion of the Property or any improvements thereon; or to perform any act hereunder.

7. Preservation and Maintenance of Property; Leaseholds. The Mortgagor shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Mortgage is on a leasehold, the Mortgagor shall comply with the provisions of the lease, and if the Mortgagor acquires fee title to the Property, the leasehold and fee title shall not merge unless the Lender agrees to the merger in writing.

8. Protection of Lender's Rights in the Property; Mortgage Insurance. If the Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect the Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and the Lender's rights in the Property. The Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Lender may take action under this Section 8, the Lender does not have to do so.

Any amounts disbursed by the Lender under this Section 8 shall become additional debt of the Mortgagor secured by this Mortgage. Unless the Mortgagor and the 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 at the Default Rate, upon notice from the Lender to the Mortgagor requesting payment.

If the Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, the Mortgagor shall pay

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the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with the Mortgagor's and the Lender's written agreement or applicable law.

9. Inspection. The Lender or its agent may take reasonable entries upon and inspections of the Property. The Lender shall give the Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to the Mortgagor. In the event of a partial taking of the Property, unless the Mortgagor and the Lender otherwise agree in writing, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Mortgagor.

If the Property is abandoned by the Mortgagor, or if, after notice by the Lender to the Mortgagor that the condemnor offers to make an award or settle a claim for damages, the Mortgagor fails to respond to the Lender within thirty (30) days after the date of notice is given, the Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or the sums secured by this Mortgage, whether or not then due.

Unless the Lender and the Mortgagor 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 Sections 1 and 2 or change the amount of such payments.

11. Extensions of Time; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of any one obligated under the Note shall not operate to release, in any manner, the liability of such person or such person's successors in interest. The Lender shall not be required to commence proceedings against any successors in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original party obligated under the Note or such party's successors in interest. Any forbearance by the Lender in

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exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Lender and the Mortgagor, subject to the provisions of Section 17. The Mortgagor's covenants and agreements shall be joint and several. Any of the Mortgagor who signs this Mortgage who does not execute the Note: (a) is signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that the Lender and the other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note without that Mortgagor's consent.

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

14. Legislation Affecting Lender's Rights. If the enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Mortgage unenforceable according to its terms, the Lender, at its option, may require immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted by Section 21. If the Lender exercises this option, the Lender shall take the steps specified in the second paragraph of Section 17.

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

16. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the jurisdiction in which

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the Property is located. In the event that any provision or clause in this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.

17. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if the title to the Property is held by an Illinois Land Trust, and a beneficial interest therein is sold or transferred) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If the Lender exercises this option, the Lender shall give the Mortgagor notice of acceleration. The notice shall provide a period of not less than ten (10) days from the date the notice is delivered or mailed within which the Mortgagor must pay all sums secured by this Mortgage. If the Mortgagor fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Mortgage without further notice or demand on the Mortgagor.

18. Mortgagor's Right to Reinstate. If the Mortgagor meets certain conditions, the Mortgagor shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) five (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 Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that the Mortgagor: (a) pays the Lender all sums which then would be due under this Mortgage and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage and the Note, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as the Lender may reasonably require to assure that the lien of this Mortgage, the Lender's rights in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by the Mortgagor, this Mortgage 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 acceleration under Sections 14 or 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage) may be sold one or more times without prior notice to the Mortgagor. 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 Mortgage. There also may be one or more changes of the Loan

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Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, the Mortgagor will be given written notice of the change in accordance with Section 15 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payment should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. The Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. The Mortgagor 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 Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

The Mortgagor 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 the Mortgagor has actual knowledge. If the Mortgagor 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, the Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

ADDITIONAL COVENANTS. The Mortgagor and the Lender further covenant and agree as follows:

21. Acceleration; Remedies. The Lender shall give notice to the Mortgagor prior to acceleration following the Mortgagor's breach of any covenant or agreement in the Note or in the Mortgage (but not prior to acceleration under Section 14 and 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 five (5) days from the date the notice is given to the Mortgagor, 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 Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform the Mortgagor of the right to reinstate after acceleration and the right to assert in

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the foreclosure proceeding the nonexistence of a default or any other defense of the Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, the Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. The Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and cost of title evidence.

22. Lender in Possession. Upon acceleration under Section 21 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, the Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by the Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

23. Release. Upon payment of all sums secured by this Mortgage, the Lender shall release this Mortgage without charge to the Mortgagor. The Mortgagor shall pay any recordation costs.

24. Waiver of Homestead. The Mortgagor waives all right of homestead exemption in the Property.

25. Prior Mortgage. The Mortgagor has previously signed and delivered, and this Mortgage is junior and subordinate to, (a) that certain Mortgage dated June 26, 1987 from the Mortgagor in favor of River Forest State Bank, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 30, 1993 as Document No. 87351933 (the "Existing Mortgage"), which Existing Mortgage secures that certain Note dated June 26, 1987 in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), executed by the Mortgagor and payable to the order of River Forest State Bank (the "Existing Note"; the Existing Mortgage, Existing Note and all documents executed in connection therewith being collectively referred to herein as the "Existing Loan Documents"). The occurrence of a default under any of the Existing Loan Documents shall constitute a default under this Mortgage, the Note and any and all other documents now existing or hereafter entered into in connection therewith.

26. Adjustable Rate Rider to this Mortgage. The Adjustable Rate Rider, attached hereto as Exhibit "A" and recorded together with this Mortgage, is hereby incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if such rider were a part of this Mortgage.

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27. Condominium Rider to this Mortgage. The Condominium Rider, attached hereto as Exhibit "B" and recorded together with this Mortgage, is hereby incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if such rider were a part of this Mortgage.

IN WITNESS WHEREOF, the Mortgagor has executed this Junior Mortgage as of the day and year first above written.



MARK F. MANTA



DESPINA MANTA

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that MARK F. MANTA and DESPINA MANTA, who are personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

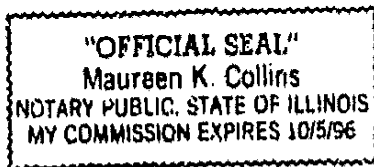
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of August, 1995.



Notary Public

My Commission Expires:

10/5/96



GKF:jh
DB1051.AGR
August 10, 1995
36374.1

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EXHIBIT "A" TO JUNIOR MORTGAGE

ADJUSTABLE RATE RIDER

This ADJUSTABLE RATE RIDER is made as of August 10, 1995 and is incorporated into and shall be deemed to amend and supplement that certain Mortgage dated as of August 10, 1995 (the "Mortgage") given by MARK F. MANTA and DESPINA MANTA, husband and wife (collectively, the "Mortgagor"), whose address is 7956 Golf Drive, Palos Heights, Illinois 60463, to LASALLE NATIONAL BANK, a national banking association (the "Lender"), whose address is 120 South La Salle Street, Chicago, Illinois 60603. The Mortgage secures that certain Installment Note dated as of August 10, 1995 (the "Note") in the principal amount of Two Hundred Forty Six Thousand Seven Hundred Ten and 73/100 Dollars (\$246,710.73), executed by Mark F. Manta and made payable to the order of and delivered to the Lender, and which Mortgage encumbers the property described in the Mortgage and located at 7956 Golf Drive, Palos Heights, Illinois 60463.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND/OR REGULAR PAYMENTS, THE AMOUNT THE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE OF INTEREST CHARGED ON THE NOTE.

ADDITIONAL COVENANTS.

In addition to the covenants and agreements made in the Mortgage, the Mortgagor and the Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES.

The Note provides for an initial yearly interest rate of the Prime Rate and for changes in the interest rate and the regular payments, as follows:

a. Rate and Payment Changes.

The interest rate the Mortgagor will pay may change on the same day as a change in the Index. If the increase in interest rate requires a change in any regular payment, the payment change will take effect on the first payment due date after the Lender provides notice of the change to the Mortgagor.

b. The Index.

The Index is the "Prime Rate", which at any time, and from time to time, shall be the rate of interest then most recently announced by the Lender as its Prime Rate. This rate

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is not intended to be the Lender's lowest or most favorable rate of interest at any one time. The interest rate on the Note shall fluctuate and be effective when and as said Prime Rate fluctuates. The Lender is not obligated to give prior notice of such fluctuations. Interest shall be computed on the basis of a 360-day year and thirty days per month unless otherwise specified herein.

If the Index is no longer available, the Lender will choose a new index which is based upon comparable information. The Lender will provide notice of this choice.

c. Calculation of Changes.

The Lender will calculate the new interest rate by adding the amount of the percentage increase to the previous Index. Subject to the limits stated in subsection (d) below, this amount will be the interest rate until the next change.

If the payment is not sufficient to pay interest and principal, the Lender reserves the right to demand an increase in the regular payment or in the final payment (whichever it shall choose).

d. Limits on Interest Rate.

The interest rate will never be greater than 21.00% per annum.

e. Effective Date of Changes.

The new interest rate will become effective on the date the Index changes. The amount of any new monthly payment will be paid beginning with the first regular payment due after the receipt of advance notice of the change of payment as required by law.

f. Notice of Changes.

The Lender will deliver or mail to the Mortgagor notices of changes in accordance with applicable law and regulation. The notice will include information required by law to be given to the Mortgagor.

BY SIGNING BELOW, the Mortgagor accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



MARK F. MANTA



DESPINA MANTA

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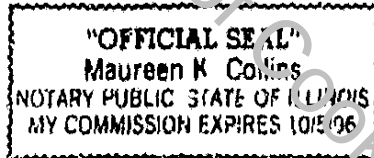
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that MARK F. MANTA and DESPINA MANTA, who are personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of August, 1995.

Maureen K. Collins
Notary Public

My Commission Expires:



10/5/96

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August 10, 1995
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EXHIBIT "B" TO JUNIOR MORTGAGE

CONDOMINIUM RIDER

This CONDOMINIUM RIDER is made as of August 10, 1995 and is incorporated into and shall be deemed to amend and supplement that certain Mortgage dated as of August 10, 1995 (the "Mortgage") given by MARK F. MANTA and DESPINA MANTA, husband and wife (collectively, the "Mortgagor"), whose address is 7956 Golf Drive, Palos Heights, Illinois 60463, to LASALLE NATIONAL BANK, a national banking association (the "Lender"), whose address is 120 South La Salle Street, Chicago, Illinois 60603, to secure that certain Installment Note to LASALLE NATIONAL BANK (the "Lender") dated as of August 10, 1995 from Mark F. Manta (the "Borrower") in the principal amount of Two Hundred Forty Six Thousand Seven Hundred Ten and 73/100 Dollars (\$246,710.73).

The Mortgage encumbers the Property described in the Mortgage and commonly known as 7956 Golf Drive, Palos Heights, Illinois 60463. The Property includes one unit in, together with an undivided interest in the common elements of, a condominium project (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes the Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of the Mortgagor's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Mortgage, the Mortgagor and the Lender further covenant and agree as follows:

A. Condominium Obligations. The Mortgagor shall perform all of the Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) bylaws; (iii) code of regulations; and (iv) other equivalent documents. The Mortgagor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to the Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards the Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) the Lender waives the provision in Section 2 of the Mortgage for the monthly payment to the Lender of one-twelfth

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of the yearly premium installments for hazard insurance on the Property; and

(ii) the Mortgagor's obligation under Section 5 of the Mortgage to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

The Mortgagor shall give the Lender prompt notice of any lapse in the required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to the Mortgagor are hereby assigned and shall be paid to the Lender for application to the sums secured by the Mortgage, with any excess paid to the Mortgagor.

C. Public Liability Insurance. The Mortgagor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to the Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to the Mortgagor pursuant to any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Lender. Such proceeds shall be applied by the Lender to the sums secured by the Mortgage as provided in Uniform Covenant 10 of the Mortgage.

E. Lender's Prior Consent. The Mortgagor shall not, except after notice to the Lender and with the Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of the Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to the Lender.

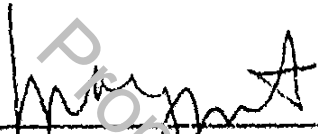
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F. Remedies. If the Mortgagor does not pay condominium dues and assessments when due, then the Lender may pay them. Any amounts disbursed by the Lender under this Paragraph F shall become additional debt of the Borrower and the Mortgagor secured by the Mortgage. Unless the Mortgagor and the 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 the Lender to the Mortgagor requesting payment.

BY SIGNING BELOW, the Mortgagor accepts and agrees to the terms and covenants contained in this Condominium Rider.



MARK F. MANTA

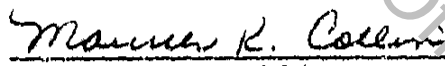


DESPINA MANTA

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that MARK F. MANTA and DESPINA MANTA, who are personally known to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

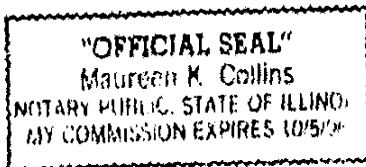
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24 day of August, 1995.



Notary Public

My Commission Expires:

10/5/96



GKF:jh
D81051.AGR
August 10, 1995
36374.1

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EXHIBIT "C" TO JUNIOR MORTGAGE

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

UNIT 7956 IN OAK HILLS CONDOMINIUM 'II', AS DELINEATED 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 EASEMENT MADE BY BURNSIDE CONSTRUCTION COMPANY, A CORPORATION OF ILLINOIS, DATED OCTOBER 1, 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

ADDRESS OF REAL ESTATE:

7956 Golf Drive
Palos Heights, Illinois 60463

PERMANENT TAX IDENTIFICATION NUMBER:

23-36-303-124-1036

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