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

which has the address of 9838 SOUTH 52ND AVENUE OAK LAWN (City) Illinois 60453 ("Property Address")

RECEIVED MAY 14 1986 Chicago 89 80 SEP 10 24-09-137-049 TP HLC

located in COOK County, Illinois: LOT 20 (EXCEPT THE NORTH 13.3 FEET THEREOF) AND ALL OF LOTS 21 AND 22 IN BLOCK 40 IN MINNICK'S OAK LAWN SUBDIVISION, BEING A SUBDIVISION OF THE NORTH WEST 1/4 AND THE WEST 20 ACRES OF THE NORTH EAST 1/4 (EXCEPT THE NORTH 699.94 FEET OF THE EAST 696 FEET THEREOF) IN SECTION 9, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2001. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (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 convey to Lender the following described property

50,000.00 Dollars (U.S.) This debt is evidenced by Borrower's note

THIS MORTGAGE ("Security Instrument") is given on APRIL 11 19 86 The mortgagor is FRANCIS D. BIEDERMANN AND KATHLEEN A. BIEDERMANN, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to GOLDDOME REALTY CREDIT CORP. which is organized and existing under the laws of THE STATE OF MARYLAND, and whose address is BUFFALO, NEW YORK 14203

MORTGAGE 548701-3

***MORTGAGE WITH OWNER OCCUPANCY RIDER ATTACHED. 86526554 86150456

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

19. 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 paragraphs 13 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 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 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 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 Security Instrument.

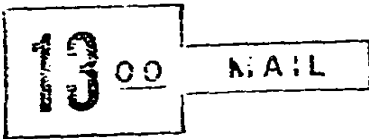
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify] Owner Occupancy Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.



Francis D. Biedermann (Seal)
FRANCIS D. BIEDERMANN -Borrower

Kathleen A. Biedermann (Seal)
KATHLEEN A. BIEDERMANN/HIS WIFE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Space Below This Line For Acknowledgment, DEPT 01-RECORDING 113.25
142712 TRAN 0139 04/17/86 15134100
4262 B *-86-150456

STATE OF ILLINOIS,

COOK

County ss:

I, PATRICK F. Daly

, a Notary Public in and for said county and state,

do hereby certify that FRANCIS D. BIEDERMANN AND KATHLEEN A. BIEDERMANN, HUSBAND AND WIFE

, personally known to me to be the same person(s) whose name(s) ARE

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ^{THEY} he Y

signed and delivered the said instrument as ^{THEIR} free and voluntary act, for the uses and purposes therein

set forth.

Given under my hand and official seal, this 11 day of APR, 1986

My Commission expires: 8/19/89

PREPARED BY:
ROXANNE BLIGHT
ITASCA, IL 60143-2681

Patrick F. Daly
Notary Public

RECORD AND RETURN TO:

GOLDOME REALTY CREDIT CORP.
500 PARK BOULEVARD-SUITE 1275
ITASCA, ILLINOIS 60143-2681

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay 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.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (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. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and 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, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, 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 Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to 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 Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep 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 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.

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 proof 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 Borrower 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 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants 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 bankruptcy, probate, for condemnation 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.

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I. PARTIES TO AGREEMENT

This agreement is between the persons signing below hereinafter referred to as "Borrower(s)" and [X] Goldome Realty Credit Corp. [] Goldome FBS referred to as "Lender".

II. AMENDMENT OF OTHER AGREEMENTS

This agreement is to amend and be part of the deed of trust/mortgage/deed to secure debt (Security Instrument) signed this date by Borrower(s), to secure Borrower's promise to repay the loan. The security instrument secures the property located at 9838 SOUTH 52ND AVENUE, OAK LAWN, ILLINOIS 60453

In addition to the agreements contained in the note and security instrument Borrower(s) and Lender further agree as follows:

12:2 98 APR 8

1. Lender does not desire to make a loan to Borrower(s) secured by this property unless the property is to be occupied by Borrower(s) as Borrower's primary residence.
2. The Borrower(s) desire(s) Lender to make this loan.
3. Borrower(s) promise(s) and assure(s) Lender that it intends to occupy this property as borrower's primary residence and that borrower(s) will so occupy this property as its sole residence within sixty (60) days after settlement.
4. Borrower(s) and Lender further agree that if Borrower(s) breach(es) this promise, then Lender may invoke any of the remedies provided in the security instrument including but not limited to:
 - a. Power of Sale
 - b. Decrease in term of loan
 - c. Increase in interest rate to 18.000%.
 - d. Require that the principal balance be reduced to 80% of the original purchase price which was \$ 105,000.00.

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III. TERMINATION OF AGREEMENT

The provisions of this rider shall terminate and end upon the sale and purchase of the note secured by this property to Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

IN WITNESS WHEREOF, Borrower(s) has/have executed this Owner-Occupancy Rider.

Francis D. Biedermann
FRANCIS D. BIEDERMANN BORROWER

Kathleen A. Biedermann
KATHLEEN A. BIEDERMANN BORROWER

STATE OF ILLINOIS §
CITY/COUNTY OF

, to wit:

86526554

I, the undersigned Notary Public in and for the aforesaid State and City/County do hereby certify that FRANCIS D. + KATHLEEN A. BIEDERMANN Borrower(s), has/have personally appeared before me in said City/County and acknowledged the within instrument to be their act and deed.

Given under my hand and seal of office this 11 day of APR, 1986.

Patrick E. Daly
Notary Public

[SEAL]

My commission expires: 5/14/89

00R-REV.6/14/84

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