JNOFFIÇIAĻ EMPIRE OF AMERICA REALTY CREDIT CORP. 2200 E. DEVON AVE., SUITE 183

DES PLAINES, IL 60018

First American Title Order & Cb5378



93693617

[Space Above This Line For Recording Data]

PRO^FSS #: 21430-01919

MORTGAGE

DEPT-OF RECURDINGS

435.50

T#0011 TRAN 6624 18731793 14152104

\$9570 \$ *-93-693617

COOK COUNTY REMEMBER THE MORIGAGOR is

THIS MORTGAGE ("Security Instrument") is given on AUGUST 25, 1993 NANCY G. LISCHER, AN UNMARRIAD WOMAN, AS SOLE TENANT, NEVER MARRIED

("Borrower"). This Security Instrument is given to

EMPIRE OF AMERICA REALTY CREDIT CORP.

which is organized and existing under the laws of

THE STATE OF NEW YORK

, and whose

EMPIRE PLAZA, 100 SENECA ST., BUFFALO, NEW YORK 14203 ("Lander"). Borrower owes Lender the principal sum of

ONE HUNDRED EIGHTY EIGHT THOUSAND TWO HUNDRED AND 00/100 * * * * * * * * * * Dollars (U.S. \$ This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for

93693617

monthly payments, with the full debt, if not paid earlier, due and payable on monthly payments, with the full debt, if not paid earlier, due and payable on SEC EMBER 01, 2023.

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 convey to Lender the following

described property located in

LOT 4 IN BLOCK 2 IN BALDS SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE FOLLOWING DESCRIBED LAND IN THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. (EXCEPT 1 ACRE OFF THE NORTH END OF SAID LAND), IN COOK COUNTY, ILLINOIS.

PIN #: 14-18-205-005

which has the address of 4743 N. PAULINA, CHICAGO ("Property Address");

Illinois 60640

[Zip Code]

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

-6R(IL) 192121

Form 3014 9/90 Amended 5/91

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

[Street, City],



Page 1 of 6

M014

| STON UNOFEIC | IAL COPY |
|---|--|
| 6 of 6 My Commission Expires (17/36) | This Instrument was prepared by: SHERRY ROSNER |
| Motern Hablic School School | My Commission Expires: |
| personally known to me to be the same person(s) whose name(s) day in person, and acknowledged that S he rece and voluntary act, for the uses and purposes therein set forth. 5TH day of MCUST 1993 | subscribed to the foregoing instrument, appeared before me this signed and delivered the said instrument as HER fi |
| County se: Notary Public in and for said county and state do hereby certify | I THE UNDERSTANDED COOK STATE OF ILLINOIS, COOK |
| тэмотюй- | тэwотто б - |
| (Seal) | (Iso2) |
| 13wono8- | |
| MANCY G. ASCHER -BOTTOWET (Seal) | in any rider(s) executed by Borrower and recorded with it. Witnesses: |
| se terms and covenants contained in this Security Instruction and | |
| | |
| n Rider Development Rider Development Rider Second Home Rider Second Home Rider | (Check applicable box(es)) Adjustable Rate Rider |
| riders are executed by Borrower and recorded together with this rider shall be incorporated into and shall amend and supplement in trider(s) were a part of this Security Instrument. | 24. Riders to the Security Instrument. If one or more a Security Instrument, the covenants and agreements of this Security Instrument as if the the covenants and agreet lents of this Security Instrument as if the |

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any 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 exercises 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 timbed to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the fien 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 acceleration 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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the 'Loan Servicer") that collects mouth y payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated 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 paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause 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 Substances 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 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 paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction when 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 Porrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 reinstr' 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 Komestead. Borrower waives all right of homestead exemption in the Property.

Page 2 of G

08/8 >FOE mio?

more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender 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 Property is subject to a lien which may attain priority over enforcement of the tien; 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 tien in, legal proceedings which in the Lender's opinion operate to prevent the

writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good (aith the lien

Borrower shall promptly discharge any tien which has priority over this Security Instrument unless Borrower: (a) agrees in If Borrower makes these payments directly, Borrower shall promptly furnish to Lendur receipts evidencing the payments.

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

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due: fourth, to p, incipal due; and last, to any late charges due under the Note.

I and 2 shall be applied: first, to any prepayment charges due under the Mote; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs

this Security Instrument. of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as 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, Lender shall promptly refund to Borrower any

twelve mouthly payments, at Lender's sole discretion

shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow Items when due, Lender may so noutly Epirower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable 18 w. If the amount of the Funds held by Lender at any

If the Funds held by Lender exceed the amounts permitted to by their by applicable law, Lender shail account to Borrower

debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funds, showing erecits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that incress shall be paid on the Funds. Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. used by Lender in connection with this loan, untel soplicable law provides otherwise. Unless an agreement is made or a charge. How ever, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Rems, unless Lender pays Borrower interest on the Punds and applicable law permits Lender to make such Escrow Rems. Lender may not charge Borriwei for holding and applying the Funds, annually analyzing the escrow account, or (including Lender, if Lender is such an interation) or in any Federal Home Loan Bank. Lender 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

Escrow lients or otherwise in according with applicable law. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sets a lesser amount. If so Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. 1974 as amended from orac to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgage lostinging require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any lime, 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 "Escrow Items," if any: (c) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (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 leaschold payments Lender on the day monthly payments are due under the Mote, untit the Mote is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited and will defend 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 unencumbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, Instrument. 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 also be covered by this Security TOCETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter crected 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 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 inswer 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.

Utiless Lender and do rower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the northly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the equisition 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 occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agre is in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Bollower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit was con 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, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Forrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurree in formation or statements to Lender (or failed to provide Lender with any material information) in connection with the loan exidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal esidence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower arguires 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 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 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 Propercy, 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, at a cost substantially equivalent to the cost to Borrower of 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

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

to be severable.

given effect without the conflicting provision. To this end the provisions 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. Governing Law; Severability. This Security Instrument shall be governed by federal 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 eny other address Borrower designates by notice to Lender. Any notice to Lender 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

prepayment charge under the Note.

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

Thake any accommodations with regard to the terms of this Security Instrument of the Magastinout that Borrower's consent. secured by this Security Instrument; and (c) agrees that Lender and any other Bolicwe, may agree to extend, modify, forbear or borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that paragraph 17. Borrower's coverants and agreements shall be joint aut stretal. Any Extrower who co-signs this Security Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any forbeatance by Lender in excleining any right or remedy 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 commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization not operate to release the liability of the original sorrower or Borrower's successors in interest. Lender shall not be required to of amortization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Forbe trance By Lender Not a Walver. Extension of the time for payment or modification postpone the due date of the monthly payments referred to in paragraphs. Land 2 or change the amount of such payments.

Unless Lender and Borrower of centries agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument, whether or not then due.

Lender is authorized to collectend apply the proceeds, at its option, either to restoration or repair of the Property or to the sums. avand or settle a claim for darrages. Borrower fails to respond to Lender within 30 days after the date the notice is given.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an

be applied to the sure, secured by this Security Instrument whether or not the sums are then due.

taking, unless Borrayet and Lender otherwise. gree in writing or unless applicable law otherwise provides, the proceeds shall market value or the groperty immediately before the taking is less than 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 Propeny 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 by market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair in the event of a total taking of the Propeny, the proceeds shall be applied to the sams 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 and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 25TH day of AUGUST , 1993 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to EMPIRE OF AMERICA REALTY CREDIT CORP.

(the "Lender")

of the same take and covering the Property described in the Security Instrument and located at: 4743 N. TAULINA, CHICAGO, ILLINOIS 60640

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, two's for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire pre-ention and extinguishing apparatus, security and access control apparatus, plumbing, bath tube, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, form doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached infor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereo, chall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requires of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower small and allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss to addition to the other hazards for which insurance is required by Uniform Covenant 5.

E, "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is del at al.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in offect.

MULTICTATE 1 - 4 FAMILY RIDER - Fennie Mee Uniform Instrument

Fage 1 of 2

-57 p212i

VMP MORTGAGE FORMS - (\$13)293-8100 - (800)621-7291

Form 3170 12/92

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Renta") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender given notice of breach to Borrower: (i) all Renks received by Borrower shall be held by Borrower as trustee for the beacht of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to coilect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Ren's due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable less provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Londer, Lender assents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to vover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remain of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

| (Seal) | (Scal) |
|-----------|------------------|
| SENORE | -Borrower |
| (Caal) | (Seal) |
| (SOM) | |
| MACONAL . | -Borrower |
| • | rrower (Seal) |