

EXHIBIT 5

DELTA FUNDING CORPORATION

MORTGAGE DISCLOSURE - Loan Number: 3110016064

BROOKLYN, NY 11216

The statements herein contained are for disclosure only and do not in any way change, modify or vary the terms and conditions of any note, security instrument or other document relative to this loan.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
13.1540	\$ 176,285.49	\$ 91,704.00	\$ 267,890.49

All dates and numerical disclosures, except the late payment disclosures are estimates.

You have the right to receive at this time an itemization of the Amount Financed.

I (We) want an itemization. I (We) do not want an itemization.

Your payment schedule will be as follows:

No. of payments	Amount of payments **	When payments are due
178 1	1,017.57 85,845.46	7/23/97 and monthly thereafter June 23, 2012

SECURITY:

You are giving a security interest in the real estate described in the mortgage to be made in connection with this transaction. The mortgage lien will cover after-acquired property. The real estate is located at address #1: ██████████ BROOKLYN, NY 11216 address #2 (if any): . . .

INSURANCE:

Credit life and credit disability insurance are not required to obtain credit. You must obtain property insurance in the minimum amount of \$ 119,000.00 from anyone you want who is acceptable to DELTA FUNDING CORPORATION.

Type	Premium	Signature
Credit Life		i want credit life insurance.
Credit Disability		i want credit disability insurance.
Credit Life and disability		i want credit life and disability insurance.

LATE CHARGES: If payment is not received within 15 days from due date, a late charge of 2% of the aggregate amount of the principal and interest due may be charged (per mortgage instrument).

PREPAYMENT: If you pay the loan off early, you may have to pay a penalty, and you will not be entitled to a refund of any part of the finance charge.

ASSUMPTION: Someone buying your home cannot assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Undersigned borrower(s) hereby acknowledges receipt of this document statement prior to the consummation of the underlying transaction described herein.

June 18, 1997

Date

June 18, 1997

Date

Note: Payments shown above do not include mortgage insurance fees.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT

1. TYPE OF LOAN: 1. || FHA 2. || FMDIA 6. File Number: 7. Loan Number:

3. VA 4. || CONV. INS. 5. || CONV. UNINS. 8. Mortgage Insurance Case Number:

NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "T.O.C." were outside the closing; they are shown here for informational purposes and are not included in the totals. NOTE: TIN = Taxpayer's Identification Number

A. NAME AND ADDRESS OF BORROWER: ~~REDACTED~~

B. NAME, ADDRESS AND TIN OF SELLER: Refinance

C. NAME AND ADDRESS OF LENDER: DELTA FUNDING CORPORATION
100 WOODBURY ROAD, SUITE 200
WOODBURY, NY 11797-9003

D. PROPERTY LOCATION: ~~REDACTED~~

E. SETTLEMENT AGENT: NAME, ADDRESS AND TIN: WHIDER & MASTROIANNI, P.C.
381 DOBBS FERRY ROAD, WHITE PLAINS, NY 10604

F. PLACE OF SETTLEMENT: Di-Kell Corp
746 Grand Street
Brooklyn New York

G. SETTLEMENT DATE: 6/18/97

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
1. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
1. Contract Sales Price		401. Contract Sales Price	
2. Personal Property		402. Personal Property	
3. Settlement Charges to Borrower (line 1400)	15015.29	403.	
4. New York city Dept Social Servs	2334.53	404.	
HPO, FRP	14617.43	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
5. Republic	23220.00	406.	
Republic	1650.00	407.	
Bank One	1298.00	408.	
MWard's	53.00	409.	
BES Planning and Brokerage	859.00	410.	
		411.	
		412.	
GROSS AMOUNT DUE FROM BORROWER	59047.25	420. GROSS AMOUNT DUE TO SELLER	

L. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		M. REDUCTIONS IN AMOUNT DUE TO SELLER:	
1. Deposit or Earnest Money		501. Excess Deposit (see instructions)	
2. Principal amount of new loan	99000.00	502. Settlement Charges to Seller (line 1400)	
3. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
		504. Payoff of First Mortgage Loan	
		505. Payoff of Second Mortgage Loan	
		506.	
		507.	
		508.	
		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
		510. City/Town taxes	
		511. County taxes	
		512. Assessments	
		513. School Taxes	
		514.	
		515.	
		516.	
		517.	
		518.	
		519.	
TOTAL PAID BY/FOR BORROWER	99000.00	520. Total REDUCTION in amount due to SELLER	

N. CASH AT SETTLEMENT FROM/TO BORROWER		O. CASH AT SETTLEMENT TO/FROM SELLER	
1. Gross Amount Due from Borrower (line 120)	59047.25	601. Gross Amount Due to Seller (line 420)	
2. Less Amounts Paid by/for Borrower (line 20)	99000.00	602. Less Reduction in Amount due Seller (line 520)	
CASH (IF FROM) (IF TO) Borrower		603. CASH (IF FROM) (IF TO) Seller	

I. SETTLEMENT CHARGES

700. TOTAL SALES/BROKER'S COMMISSION based on price @ % - \$				Paid from Borrower's Funds At Settlement	Paid from Seller's Funds At Settlement
Division of commissions (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee to Delta Funding Corporation					
802. Loan Discount Fee to Delta Funding Corporation					
803. Application Fee to Delta Funding Corporation					
804. Tax Service Fee to Delta Funding Corporation					
805. Document Review Fee to The Law Offices of William J. Inman, Esq					
806. Credit Report to Delta Funding Corporation					
				1980.00	
				295.00	
				76.00	
				150.00	
				25.00	
				4980.00	
902. Mortgage Insurance Premium for months to					
903. Hazard Insurance Premium for 1 year to					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	month(s) @		per month		
1002. Mortgage Insurance	month(s) @		per month		
1003. CITY Property Taxes	month(s) @	20.57	per month	91.14	
1004. Property Taxes	month(s) @		per month		
1005. Property Taxes	month(s) @		per month		
1006. Flood Insurance	month(s) @		per month		
				(0)	
				625.00	
				300.00	
				600.00	
1109. Lender's Coverage					
1110. Owner's Coverage					
1111. Departmentals					
1112. Inspection					
1113. Enforcements					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees:	Deed \$	Mortgage \$ 95.00	Release \$ 110.00	205.00	
1202. City/County tax/stamps:	Deed \$	Mortgage \$			
1203. State tax/stamps:	Deed \$	Mortgage \$ 1707.50		1707.50	
204.					
300. ADDITIONAL SETTLEMENT CHARGES					
301. Survey to					
302. Taxes to pay City taxes up to date and 7/97 taxes					
303. Pick Up Fee William Sanjour					
304.					
305.					
700. TOTAL SETTLEMENT CHARGES (enter on lines 703, Section J and 302, Section K)				15015.29	

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and in the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

[Signature]
Borrower

[Signature]
Borrower

In the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and were to be disbursed by the undersigned as part of the settlement of this transaction.

Vieder & MacIntosh, P.C.
[Signature]

Settlement Agent

Date: 6/18/97

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include fine and imprisonment. For details see Title 18 U.S. Code Section 1011 and Section 1010.

NOTE

June 18, 1997

BROOKLYN, NY 11216

Property Address

City

State

Zip Code

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 99,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is **DELTA FUNDING CORPORATION**. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 11.9900 %. Interest will be charged on a simple interest method. Interest will begin on the date of disbursement, and will accrue on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay 179 payments of 1,017.57 beginning 7/23/97 and monthly thereafter. With a final payment of 85,845.46 due June 23, 2012

I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on June 23rd, 2012 I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

My monthly payments will be applied to interest before principal. In the event payments are received after the due date, there may be a reduction in principal paydown.

I will make my monthly payments at **DELTA FUNDING CORPORATION, 1000 WOODBURY ROAD, WOODBURY, NEW YORK 11797** or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2% of my overdue payment, but not less than U.S. \$ 20.35 and not more than U.S. \$ 20.35

I will pay this late charge only once on any late payment.

(B) Default

If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(C) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated June 18 19 97 protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as "full prepayment". A prepayment on only part of the unpaid principal is known as a "partial prepayment".

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

10. If I am in default for any reason, you have the right to demand payment of the entire amount I owe you. If Lender requires payment in full or in the event of a foreclosure action, I agree that whenever an attorney is used to obtain payment under or otherwise enforce this mortgage or to enforce, declare or adjudicate any rights or obligations under this mortgage or with respect to the mortgaged premises, whether by suit or by any other means whatsoever, reasonable attorneys' fees and disbursements incurred by the mortgagee in connection therewith shall be payable by me and shall be deemed to be part of the debt secured by this mortgage, and that such total amount shall be paid by me with interest, up to the day you actually receive such payment, even after a judgment of foreclosure and sale is granted; in the event of a default, the interest rate will increase to 24% per annum.

11. If I am permitted to cure a default of this Note or the Mortgage securing this Note pursuant to the United States Bankruptcy Code (Title 11 U.S.C.) or other applicable law, I specifically agree that the amount necessary to cure the default shall include the sum of all amounts past due under the terms of the Note and/or Mortgage, including all principal, interest, and late charges, and all amounts advanced by Lender pursuant to the terms of the Note and/or Mortgage, including all attorney's fees and interest rate required by the Note and/or Mortgage from the date on which I elect to cure the default to the date on which the default is fully cured.

Nothing herein shall be construed to allow me any right to cure any default of the Note or Mortgage except as specifically authorized under the United States Bankruptcy Code (Title 11 U.S.C) or other applicable law.

12. Payments will be applied, when received, first to accrued interest and then to principal.

13. DEFAULT IN THE PAYMENT OF THE LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THIS LOAN, UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

Dated: 6/18/97

Property Address: [REDACTED] BROOKLYN, NY 11216
Property Addr #2:

[REDACTED]

BALLOON RIDER TO NOTE (A)

RIDER TO MORTGAGE NOTE DATED

6/18/97

FROM YOU,

~~_____~~

TO US, DELTA FUNDING CORPORATION

THE TERM OF THE LOAN IN FIFTEEN (15) YEARS. AS A RESULT, YOU WILL BE REQUIRED TO REPAY THE ENTIRE PRINCIPAL BALANCE AND ANY ACCRUED INTEREST THEN OWING FIFTEEN (15) YEARS FROM THE DATE ON WHICH THE LOAN IS MADE.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.

ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THIS LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THE TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

~~_____~~

~~_____~~

BROOKLYN, NY 11216
PROPERTY ADDRESS

NEW YORK PREPAYMENT RIDER

13. This rider adds a provision to the Note which permits the Holder of this Mortgage to collect a prepayment penalty, notwithstanding language to the contrary in paragraph 6.

As noted in paragraph 6 of the Note, the Debt secured by this mortgage may be prepaid, in whole or in part, at any time. However, should such prepayment be made within one year from the date of the loan, there shall be paid to the holder of this mortgage a sum equal to 5% of the original amount of the mortgage.
