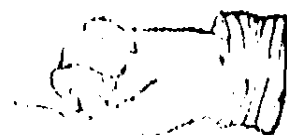


UNOFFICIAL COPY 97835103

1992/0112 27 001 1997-11-06 13:29:39
Cook County Recorder 35.00

Prepared by:
When Recorded Return To:
Lincoln Park Savings Bank
1946 W. Irving Park Road
Chicago, Illinois 60613

A.T.G.F.
BOX 370



330
(3 items)

37-344 C-271

OPEN END CREDIT REAL ESTATE MORTGAGE

ACCOUNT# 0100805325-7
Mortgage Date September 29, 1997

(Not for Purchase Money)

CONSIDERATION AND GRANT OF MORTGAGE

This mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Homeowner's Equityline Account Contract ("Account"), Mortgagee is obligated to make future advances on a continuing basis, for five (5) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing obligation to make advances to Mortgagor(s) is advised to consult Mortgagee directly. In consideration of Mortgagee's obligation to make continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and all buildings and fixtures.

MORTGAGOR(S)		MORTGAGEE	
NAME(S)	R. Todd Buffington, A Single Man	NAME(S)	LINCOLN PARK SAVINGS BANK
ADDRESS	834 West Roscoe	ADDRESS	1946 W. IRVING PARK ROAD
CITY	Chicago	CITY	CHICAGO
COUNTY	Cook	COUNTY	COOK
STATE	Illinois	STATE	ILLINOIS

PROPERTY ADDRESS P.I.N. # 14-20-413-064-0000

PRINCIPAL AMOUNT (MORTGAGOR'S CREDIT LIMIT)

Sixty Thousand and No/100s*****\$60,000.

HME 12/94

PROPERTY DESCRIPTION

LOT 106 IN FEINBERG'S SHERIDAN DRIVE ADDITION SAID ADDITION BEING A SUBDIVISION OF LOT 3 AND THE SOUTH 49 FEET OF LOT 2 IN THE PART OF THE NORTH 3/4 OF THE EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-20-413-064-0000

1. COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.
2. PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.
3. COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments, and other charges when they are due.
4. DUE ON SALE. In the event the Mortgagor(s) shall sell, assign or otherwise transfer their interest in the property, whether by deed, contract, or otherwise, such sale or assignment may, at the Mortgagee's option, constitute a default in the Contract and subject that Contract to the Mortgagee's right to demand payment in full.
5. PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.
6. FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.
7. FORECLOSURE AND SALE. In the event the Mortgagor(s) defaults on the payment of any indebtedness secured by this Mortgage or commits any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amount Due, the Mortgagee may proceed to foreclose under the Mortgage Foreclosure Law for the State of Illinois or under any other statutory procedure for foreclosure of a mortgage. The Mortgagor(s) hereby waives and releases all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.
8. 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 promptly furnish to Lender receipts evidencing the payments.
9. HAZARD OR PROPERTY 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

be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

11. 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 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 attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 11, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 11 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.
12. INSPECTION. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
13. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
14. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several.
15. NOTICES. Any notice to Borrower provided for in this Security Instrument 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 Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

Security Instrument of Lender's Security Interest in the Property shall also
Property or other material impairment of the Lien created by this
determination, precludes forfeiture of the Borrower's interest in the
proceeding to be dismissed with a ruling that, in Lender's good faith
reinstated, as provided in paragraph 19, by causing the action or
Lender's security interest. Borrower may cure such a default and
materially impair the Lien created by this Security Instrument or
judgement could result in forfeiture of the Property or otherwise
whether civil or criminal, is begun that in Lender's good faith
Borrower shall be in default if any forfeiture action or proceeding,
allow the Property to deteriorate, or commit waste on the Property,
control. Borrower shall not destroy, damage or impair the Property,
unless extenuating circumstances exist which are beyond Borrower's
agrees in writing, which consent shall not be unreasonably withheld, or
least one year after the date of occupancy, unless Lender otherwise
continue to occupy the Property as Borrower's principal residence for at
sixty days after the execution of this Security Instrument and shall
establish, and use the Property as Borrower's principal residence within
BORROWER'S LOAN APPLICATION; LEASEHOLDS. Borrower shall occupy,
OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY:

10.

Instrument immediately prior to the acquisition
shall pass to Lender to the extent of the sums secured by this Security
proceeds resulting from damage to the Property prior to the acquisition
is acquired by Lender, Borrower's right to any insurance policies and
change the amount of the payments. If under paragraph 22, the Property
due date of the monthly payments referred to in paragraphs 1 and 2 or
application of proceeds to principal shall not extend or postpone the
Unless Lender and Borrower otherwise agree in writing, any

will begin when the notice is given.
this Security Instrument, whether or not then due. The 30-day period
the proceeds to repair or restore the Property or to pay sums secured by
claim, then Lender may collect the insurance proceeds. Lender may use
notice from Lender that the insurance carrier has offered to settle a
if Borrower abandons the Property, or does not answer within 30 days a
Instrument, whether or not then due, with any excess paid to Borrower.
insurance proceeds shall be applied to the sums secured by this Security
economically feasible or Lender's security would be lessened, the
Lender's security is not lessened. If the restoration or repair is not
damaged, if the restoration or repair is economically feasible and
proceeds shall be applied to restoration or repair of the Property
Unless Lender and Borrower otherwise agree in writing, insurance

promptly by Borrower.
insurance carrier and Lender. Lender may make proof of loss if not made
notices. In the event of loss, Borrower shall give prompt notice to the
shall promptly give to Lender all receipts of paid premiums and renewal
right to hold the policies and renewals. If Lender requires, Borrower
and shall include a standard mortgage clause. Lender shall have the
All insurance policies and renewals shall be acceptable to Lender

paragraph 11.
coverage to protect Lender's rights in the Property in accordance with
coverage described above, Lender may, at Lender's option, obtain
shall not be unreasonably withheld. If Borrower fails to maintain
insurance shall be chosen by Borrower subject to Lender's approval which
periods that Lender requires. The insurance carrier providing the
insurance. This insurance shall be maintained in the amounts and for the
hazards, including floods or flooding, for which Lender requires

and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

21. HAZARDOUS SUBSTANCES. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances 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 21, "Hazardous Substances" are those 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 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

22. 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 paragraph 18 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) the 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 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
23. 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.

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 monthly 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 15 above

20.

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 judgement 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 limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien 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 18.

19.

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.

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.

18.

BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17.

GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16.

Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

24. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property.

ADDITIONAL PROVISIONS

SIGNATURES - MORTGAGOR(S)/NOTARIZATION

SIGNED AND SEALED BY MORTGAGOR(S)

[Signature] Date 9/29/97
INDIVIDUAL BORROWER/MORTGAGOR

INDIVIDUAL BORROWER/MORTGAGOR

INDIVIDUAL BORROWER/MORTGAGOR

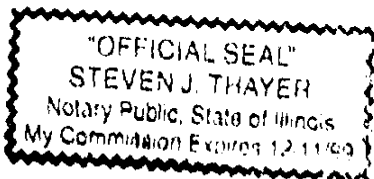
INDIVIDUAL BORROWER/MORTGAGOR

State of Illinois)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that R. TODD BUFFINGTON, personally known to me be the same person whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 1997.

Commission expires: [Signature]
Notary Public



1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 29th day of September, 1997, 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 Lincoln Park Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

834 W. Roscoe, Chicago, IL 60657

(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, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall 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 requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not 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 in 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 deleted.

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 effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") 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.

Property of Cook County Clerk

[Signature]
[Seal]
[Signature]

[Seal]
[Signature]

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

1. 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.
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 terminate when all the sums secured by the Security Instrument are paid in full.
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 secured by the Security Instrument pursuant to Uniform Covenant 7.
of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and derived from the Property without any showing as to the inadequacy of the Property as security.
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.
charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or other fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's Law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all