

**Illinois Anti-Predatory
Lending Database
Program**

Certificate of Exemption

The property identified as: **PIN: 09-10-301-072-1097**

Address:

Street: 9710 Bianco Terrace Unit 1

Street line 2:

City: Des Plaines

State: IL

ZIP Code: 60016

Lender: National City Bank

Borrower: David M. Niewiara

Loan / Mortgage Amount: \$17,500.00

This property is located within Cook County and the transaction is exempt from the requirements of 765 ILCS 77/70 et seq. because the application was taken by an exempt entity.

Certificate number: 49C9D005-D7FD-49FA-BFB0-C0D8A508DE21

Execution date: 11/17/2008

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This document was prepared for National City Bank

Returned to: Kyle Klausner

National City, Locator 01-7116
P O Box 5570
Cleveland, OH 44101

39199369

**MORTGAGE
WITH FUTURE ADVANCE CLAUSE**

**THIS MORTGAGE SECURES FUTURE OBLIGATIONS AND ADVANCES
PURSUANT TO 205 ILCS 5/5D**

The undersigned, DAVID M. NIEWIARA, AN UNMARRIED INDIVIDUAL
(individually and collectively the "Mortgagor") whose address is _____
9710 BIANCO TER UNIT 1 _____ DES PLAINES _____ IL 60016-1624 _____,
on NOVEMBER 17 _____, 2008 for good and valuable consideration, the sufficiency of which is acknowledged and to
secure the principal sum specified below and to secure Mortgagor's performance, grants, sells, conveys, mortgages and
warrants to

Lender: NATIONAL CITY BANK, Locator 01-7116, P O Box 5570, Cleveland, Ohio 44101 ("Lender")

The real property in cook _____ County, Illinois, described as _____
9710 BIANCO TER UNIT 1 _____ DES PLAINES _____ IL 60016-1624 _____,
as security for the payment of the indebtedness evidenced by the open-end revolving line of credit agreement given by
DAVID M NIEWIARA _____ ("Borrower") to Lender dated NOVEMBER 17 _____, 2008 _____,
(the "Agreement"), together with all rights, privileges and appurtenances and all rents, royalties, mineral rights, oil and gas
rights, all water and riparian rights, water courses and ditch rights, and all easements and all existing and future
improvements, fixtures and replacements that are part of the real estate now or in the future (the "Property") as described
below:

See Exhibit A, which is attached to this Mortgage and made a part hereto.

MAXIMUM OBLIGATION LIMIT AND FUTURE ADVANCES: This Mortgage secures the indebtedness under the Agreement, and any extension, refinancing, modification, renewal, substitution or amendment of the Agreement. The indebtedness secured pursuant to the Agreement constitutes "revolving credit" as defined by 815 ILCS 205/4.1. The total principal amount secured by this Mortgage at any one time shall not exceed \$ 17500.00 . This limitation of amount does not include interest, attorneys' fees, and other fees and charges validly made pursuant to this Mortgage. Also, this limitation does not apply to advances made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. If, at any time prior to the payment in full of the indebtedness secured by this Mortgage, Lender shall advance additional funds to or for the benefit of Borrower, such advance together with applicable interest thereon shall be secured by this Mortgage in accordance with all covenants, conditions and agreements herein contained and, to the extent permitted by law, shall be on a parity with and not subordinate to the indebtedness evidenced by the Agreement.

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Mortgage Covenants: Mortgagor agrees that all covenants are material obligations.

Payments. Each Mortgagor who is a Borrower agrees to make payments when due and in accordance with the Agreement.

Covenant of Title. Mortgagor warrants and represents to Lender that Mortgagor is the sole owner of the Property; has the right to mortgage, grant and convey the Property; that the Property is unencumbered, except for encumbrances now recorded; and that Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

Prior Liens. Mortgagor agrees to make all payments when due, to comply with all covenants, and to not permit modification of the terms of any prior liens, mortgages, or deeds of trust without prior written consent of Lender.

Taxes, Fees and Charges. Mortgagor will satisfy and keep current all tax assessment, liens, and other charges related to the Property when due.

Insurance. Mortgagor agrees to keep the improvements now existing or hereafter erected on the Property insured as may be required from time to time by the Lender against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as Lender may require, including but not limited to flood insurance if required by federal law, and Mortgagor will pay promptly when due any premiums on such insurance. All insurance shall be carried in companies approved by Lender and the policies and renewals thereof may be required to be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to Lender. If any sum becomes payable under such policy, unless otherwise agreed in writing, the Lender will apply it to the indebtedness secured by this Mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this Mortgage. Application of proceeds to the Agreement does not relieve the Borrower from the obligation to make scheduled payments under the Agreement.

Property Condition. Mortgagor will keep the Property in good condition and make all reasonably necessary repairs. Mortgagor will not sell, transfer or encumber the Property without the written consent of the Lender. Mortgagor will notify Lender of any and all claims or proceedings against the Property or of any losses or damage to the Property.

Compliance with Environmental Law. Environmental Law(s) means without limitation, the comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.) and all other federal, state and local laws, regulations and ordinances relating to the protection of the environment, public health and safety including any hazardous substance as defined under any environmental law. Mortgagor represents and warrants that Mortgagor is in compliance with and will remain in compliance with all applicable Environmental Laws; that Mortgagor will notify Lender immediately if there is a violation of Environmental law; or if there is a threatened or pending claim or proceeding relating to an Environmental Law with respect to the Property.

Authority to Perform. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary to undertake the performance of Mortgagor's obligations under the Agreement and the Mortgage. Lender's failure to do so does not preclude Lender from exercising other rights under the Agreement and the Mortgage.

Default. Should the Borrower engage in fraud or material misrepresentation with regard to the Agreement; or should Mortgagor fail to perform any of the agreements or covenants in the Mortgage and such failure adversely affects the Property or Lender's rights in the Property; or should any action or inaction by Borrower or Mortgagor adversely affects the Property or Lender's rights in the Property, including, but not limited to, the death of a sole Mortgagor or, if more than one Mortgagor, the death of a Mortgagor that adversely affects the Lender's security; or should Borrower otherwise be in default under the Agreement, after any notice or opportunity to cure required by law, the Lender may enter on the Property, collect the rents and profits therefrom, and after paying all expenses of such collection, apply same to the satisfaction of the balance owed on the Mortgage or, at its option, the Lender shall have the right to and may declare the entire secured indebtedness at once due and payable and file suit to enforce the Mortgage by a judicial sale of the Property to pay the balance of the secured indebtedness plus reasonable attorney's fees, costs and expenses to the maximum extent permitted by law.

Other Remedies. In the event Mortgagor should fail to promptly pay all taxes, obligations, liens, assessments and insurance premiums, or to keep the Property adequately insured or in good repair, the Lender may at its option pay same, which shall be added to the secured indebtedness and shall bear interest at the rate provided for in the Agreement and the Lender may declare the secured indebtedness immediately due and payable and enforce the Mortgage.

Joint and Several Obligation. All obligations of the Borrower and the Mortgagor under this Mortgage are joint and several which means that each and every Borrower is individually liable for all the obligations under this Mortgage even if Borrowers are husband and wife. If Mortgagor is not a Borrower on the Agreement then Mortgagor is providing Property as security for the debt owed under the Agreement but the Mortgagor does not hereby agree to become personally liable for the secured indebtedness.

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Waiver. Mortgagor hereby releases all rights under and by virtue of the homestead exemption laws of Illinois and waives all appraisal rights except to the extent not prohibited by law.

Remedies Cumulative; Lender's Forbearance Not a Waiver. Lender's rights and remedies under this Mortgage or otherwise by law shall be cumulative and not alternative and may be exercised as often as necessary. Lender's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Governing Law. Lender is a national banking association and this Mortgage is governed by the federal laws applicable to Lender which is headquartered in Ohio. Except to the extent not preempted by federal law, this Mortgage will be governed by the laws of the State of Illinois.

SIGNATURES: By signing below, Mortgagor agrees to the terms and provisions of this Mortgage and any attachments and acknowledges receipt of a copy of this Mortgage on the date indicated.

David M. Niewiara
(Signature)

(Signature)

DAVID M NIEWIARA
(Print Name)

(Print Name)

9710 BIANCO TER UNIT 1
DES PLAINES IL 60016-1024
(Address)

(Address)

(Witness)

(Witness)

(Print Name)

(Print Name)

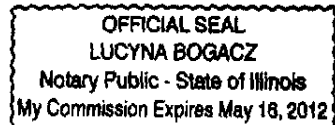
STATE OF ILLINOIS
COUNTY OF COOK ss:

This instrument was acknowledged before me on 11-17-08 by DAVID NIEWIARA

My Commission Expires: 05-16-2012

(Seal)

Lucyna Bogacz
Notary Public



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EXHIBIT A


SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS TO WIT:

PARCEL 1: UNIT U-97 IN LA CASA BIANCO CONDOMINIUM, AS DELINEATED ON A SURVEY OF A PARCEL OF REAL ESTATE LOCATED IN THE EAST 6 ACRES OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 2190224; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH AND ESTABLISHED IN SAID DECLARATION AND SURVEY, AS THEY MAY BE AMENDED FROM TIME TO TIME IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, FOR INGRESS AND EGRESS, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 21892967 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 22150264, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 09-10-301-072-1097
DAVID M. NIEWIARA, DIVORCED AND NOT SINCE REMARRIED

9710 BIANCO TERRACE UNIT 1, DES PLAINES IL 60016-1624
Loan Reference Number : 56-577-172174908/024169129
First American Order No: 39199369
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 NIEWIARA
39199369

IL

FIRST AMERICAN ELS
MORTGAGE



Return To:
Equity Loan Services, Inc.
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: National Recording