

**Illinois Anti-Predatory  
Lending Database  
Program**

**Certificate of Exemption**

**Report Mortgage Fraud  
800-532-8785**

The property identified as: **PIN: 19-09-319-016-0000**

**Address:**

**Street: 5322 SOUTH LOCKWOOD AVENUE**

**Street line 2:**

**City: CHICAGO**

**State: IL**

**ZIP Code: 60638**

**Lender: NATIONAL CITY BANK**

**Borrower: JOZEF KIETA AND STANISLAWA KIETA, H&W**

**Loan / Mortgage Amount: \$96,000.00**

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: B5095315-72EF-4C45-A7FB-0CEF4BFFDEEC**

**Execution date: 11/14/2009**

**UNOFFICIAL COPY**

This document was prepared for PNC Bank, National Association, as successor to National City Bank

Return to: ERIC Newhouse

National City, Locator 01-7116

P O Box 5570

Cleveland, OH 44101

Prepared By: Aldona Stech

**MORTGAGE**  
(With Future Advance Clause)

41308990

The undersigned, JOZEF KIETA AND STANISLAWA KIETA, HUSBAND AND WIFE

(individually and collectively the "Mortgagor") whose address is \_\_\_\_\_

5322 S. LOCKWOOD AVE

CHICAGO

IL 60638-2914

on NOVEMBER 14, 2009 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: PNC BANK, NATIONAL ASSOCIATION, as successor to NATIONAL CITY BANK, Loc# 01-7116, P O Box 5570, Cleveland, Ohio 44101 ("Lender")

The real property in COOK County, Illinois, described as 5322 S. LOCKWOOD AVE

CHICAGO

IL

60638-2914

as security for the payment of the indebtedness evidenced by the fixed rate consumer note given by

STANISLAWA KIETA

("Borrower") to Lender dated NOVEMBER 14, 2009,

(the "Note"), 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:** This Mortgage secures the indebtedness under the Note, and any extension, refinancing, modification, renewal, substitution or amendment of the Note. The total principal amount secured by this Mortgage at any one time shall not exceed \$ \$96,000.00. 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.

**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 Note.

**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.

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**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 Note does not relieve the Borrower from the obligation to make scheduled payments under the Note.

**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 Note and the Mortgage. Lender's failure to do so does not preclude Lender from exercising other rights under the Note and the Mortgage.

**Default.** Should the Borrower or Mortgagor engage in fraud or material misrepresentation; or should Mortgagor fail to perform any of the agreements or covenants in the Mortgage; or should Borrower fail to make payment under the Note when due; or should the Borrower otherwise be in default under the Note; or should any other creditor try to take the Property by legal process; or if any bankruptcy proceedings are filed by or against any Mortgagor; or if any tax lien or levy is filed against the Property or any Mortgagor; or if the Property is destroyed, seized or condemned by any governmental authority; or if any Mortgagor dies; 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 Note 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 Note then Mortgagor is providing Property as security for the debt owed under the Note but the Mortgagor does not hereby agree to become personally liable for the secured indebtedness.

**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.

# UNOFFICIAL COPY

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.

X Stanisława Kieta \_\_\_\_\_  
(Signature) (Date)

Joze Kieta \_\_\_\_\_  
(Signature) (Date)

STANISLAWA KIETA  
(Print Name)

JOZEF KIETA - Individual  
(Print Name)

5322 S LOCKWOOD AVE  
CHICAGO IL 60638-2914  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

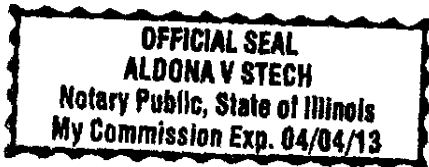
STATE OF ILLINOIS  
COUNTY OF Cook ss:

This instrument was acknowledged before me on Nov 14, 2009 by STANISLAWA KIETA and JOZEF KIETA

My Commission Expires: 04-04-2013

(Seal)

Aldona V. Stech  
Notary Public  
Aldona V. Stech



# UNOFFICIAL COPY

## EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 12 IN BLOCK 11 IN HETZEL'S ARCHER AVENUE ADDITION, A  
SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION  
9, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 19-09-319-016-0000  
JOZEF KIETA AND STANISLAWA KIETA, HUSBAND AND WIFE, NOT AS  
TENANTS IN COMMON BUT IN JOINT TENANCY WITH RIGHT OF  
SURVIVORSHIP

5322 SOUTH LOCKWOOD AVENUE, CHICAGO IL 60638  
Loan Reference Number : 56-616-205102860/024560529  
First American Order No: 41308990  
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
KIETA  
41308990

IL

FIRST AMERICAN ELS  
OPEN END MORTGAGE

1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114

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WHEN RECORDED, RETURN TO:  
EQUITY LOAN SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING - TEAM 1  
Accommodation Recording Per Client Request

Cook County Clerk's Office