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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 1022504049 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 08/13/2010 10:39 AM Pg: 1 of 6

Report Mortgage Fraud  
800-532-8785

The property identified as: **PIN:** 27-13-310-046-0000

**Address:**

**Street:** 15537 INNSBROOK DR

**Street line 2:**

**City:** ORLAND PARK

**State:** IL

**ZIP Code:** 60462

**Lender:** PNC BANK, NATIONAL ASSOCIATION

**Borrower:** DAVID A GERST AND MARY M GERST

**Loan / Mortgage Amount:** \$150,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 7770 et seq. because the application was taken by an exempt entity.

**Certificate number:** 1F4BC309-B874-4BF8-A085-6565660BA7AC

**Execution date:** 07/28/2010

S Y  
P 6  
S N  
M N  
SC Y  
E Y  
INT Y

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This document was prepared by  
 (name and address)  
 Stephanie Kibler  
 PNC Bank  
 P.O. Box 5570  
 Loc. # 7120  
 Cleveland, OH 44101  
 After recording return to:

PNC Bank  
 P.O. Box 5570  
 Loc. # 7120  
 Cleveland, OH 44101

**Open-End Mortgage**  
 (With Future Advance Clause)

OLNACS #: 14192468

 **PNC BANK**

THIS MORTGAGE is made on 07/28/2010  
 The Mortgagor(s) is(are) **DAVID A GERST, MARY M GERST. (H+W)**

21-792  
 DMS-FAZ

If there is more than one, the word "Mortgagor" refers to each and all of them.  
 The Mortgagee is **PNC Bank, National Association**.

The word "Borrower" means **DAVID A GERST, MARY M GERST.**

If there is more than one, the word "Borrower" refers to each and all of them.

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

Mortgagee has granted to Borrower a home equity line of credit, providing for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of **One Hundred Fifty Thousand Dollars And Zero Cents**

(U.S. \$ 150,000.00 )

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **07/28/2010**, which Agreement is incorporated herein by reference. The Agreement constitutes "revolving credit" as defined by 815 ILCS 205/4.1. The total amount of the indebtedness secured by this Mortgage, on which interest accrues as set forth in the Agreement, may decrease and increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the Maximum Credit Limit, plus interest thereon, service charges and fees, and any advances made under the terms of the Agreement to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void. Mortgagee is obligated, under the terms set forth in the Agreement, to make future advances during the Draw Period of the Account. Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment. Borrower may transfer all or a portion of the principal balance to a fixed rate part, to be paid over a term in equal installments. The interest rate on new fixed rate parts will change based on a formula, but the rate on a fixed rate part will not change after it is established. The Agreement provides that all amounts owing under the Agreement shall be due on or before **08/02/2047**.

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This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c) of this paragraph; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant, warrant, convey and assign to Mortgagee the following described property, including existing and future leases, subleases, rents and royalties on the property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

15537 INNSBROOK DR  
 ORLAND PARK IL 60462 COOK  
 Recording Date 09/13/2001  
 Deed Book Number 0010849550 Page Number N/A  
 Tax Parcel Number 27-13-310-016-0000  
 Lot/Block Number N/A N/A

Mortgagor hereby releases and waives all rights under and by virtue of the homestead exemption laws of this State. The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

**Warranty of Title.** Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded.

**Payments.** Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

**Default.** Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

**Mortgagee's Remedies.** In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of the Mortgagor, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall be entitled to all the remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents.

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All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. But not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

**Benefit and Burden.** The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

**Delay in Enforcement.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.


**Assignment.** Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

**Severability.** If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

**Waiver.** Mortgagor waives all appraisal and homestead exemptions except to the extent prohibited by law.

**Notices.** Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee. Notice to one Mortgagor will be deemed notice to all Mortgagors.

**Signatures.** By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated on page 1.

  
Mortgagor's Signature 7/28/10  
Date

**DAVID A GERST**  
Type Mortgagor's Name

  
Mortgagor's Signature 7/28/10  
Date

**MARY M GERST**  
Type Mortgagor's Name

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**Acknowledgment:**

State of Illinois, County of COOK }ss  
This instrument was acknowledged before me this 28<sup>th</sup> day of July 2010  
by DAVID A GERST, MARY M GERST

(Seal)

Lucy Pawlikowski  
Notary Public LUCY PAWLIKOWSKI



Property of Cook County Clerk's Office

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## EXHIBIT A

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS;

LOT 135 IN ORLAND GOLFVIEW UNIT 12, PHASE 2, SUBDIVISION OF  
PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13,  
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 27-13-310-046-0000  
DAVID A. GERST AND MARY M. GERST, HUSBAND AND WIFE, NOT AS  
TENANTS IN COMMON OR AS JOINT TENANTS, BUT AS TENANTS BY  
THE ENTIRETY

15537 INNSBROOK DRIVE, ORLAND PARK IL 60462  
Loan Reference Number : ID2014192468/ID2014192468621364149  
First American Order No: 42353945  
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



Cook County Clerk's Office