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Illinois Anti-Predatory Lending Database Program

Certificate of Exemption



Doc#: 1036239065 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2010 02:21 PM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

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

Address:

Street: 15537 INNSBROOK DRIVE

Street line 2:

City: ORLAND PARK

State: IL

ZIP Code: 60462

Lender: PNC BANK NATIONAL ASSOCIATION

Borrower: DAVID A GERST, MARY M GERST

Loan / Mortgage Amount: \$250,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

Certificate number: E0AE11C3-F55D-48FB-9C7C-26E62E65BA6C

Execution date: 12/13/2010

S	Y
P	6
S	N
M	N
SC	Y
E	Y
INT	9/11

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This document was prepared by
 (name and address)
 Stephanie Kibler, Bank Officer
 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 # 14398156

THIS MORTGAGE is made on 12/13/2010.
 The Mortgagor(s) is(are) **DAVID A GERST, MARY M GERST.** H/W

 **PNC BANK**
 21,3,792
 DS, FAE

If there is more than one, the word "Mortgagor" refers to each and all of them.
 The Mortgagee (lender) 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.

#48114192468

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

Mortgagee has granted to Borrower a home equity line of credit (called the "Account"), under the terms of a written agreement dated on or about 12/13/2010. The agreement was amended under the terms of a written amendment dated on or about the same date as this Mortgage. The written agreement, as amended by the written amendment and any other amendments, supplements, modifications, changes in terms or addenda, will be referred to herein as the "Agreement." The Agreement is incorporated herein by reference. The Agreement provides for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of **Two Hundred Fifty Thousand Dollars And Zero Cents**

(U.S. \$ **250,000.00**). 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 or 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 **12/17/2047** .

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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.

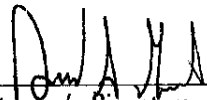
Assignment. Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

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.

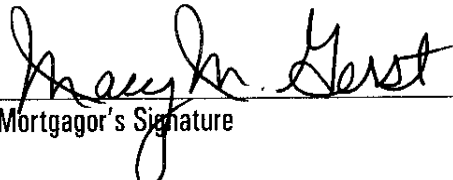
Waiver. Mortgagor waives all appraisal and homestead exemptions except to the extent prohibited by law.

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 12/13/10
Date

DAVID A GERST
 Type Mortgagor's Name


 Mortgagor's Signature 12-13-10
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 13th day of December 2010
by DAVID A GERST & MARY M GERST

(Seal)

Lucy Pawlikowski
Notary Public Lucy Pawlikowski



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EXHIBIT A

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

LOT 135 IN ORLAND GOLFFVIEW 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 : ID2014398156/ID201439815640995494
First American Order No: 42832011
Identifier: L/



Property of Cook County Clerk's Office