



**UNOFFICIAL COPY**

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 # 14483776

THIS MORTGAGE is made on **01/08/2011**  
 The Mortgagor(s) is(are) **EDWIN A WASZAK, KATHLEEN R WASZAK.**

**PNC BANK**  
 2103766  
 RMC JK

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

The word "Borrower" means **EDWIN A WASZAK, KATHLEEN R WASZAK.**

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 **Seventy-five Thousand Dollars And Zero Cents**

(U.S. \$ **75,000.00** )

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **01/08/2011**, 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 **01/13/2048**.



**UNOFFICIAL COPY**

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.

Edwin A. Waszak 1/8/11  
Mortgagor's Signature Date

EDWIN A WASZAK  
Type Mortgagor's Name

Kathleen R. Waszak 1/8/11  
Mortgagor's Signature Date

KATHLEEN R WASZAK  
Type Mortgagor's Name

# UNOFFICIAL COPY

**Acknowledgment:**

State of Illinois, County of COOK } ss  
This instrument was acknowledged before me this 8<sup>th</sup> day of January 2011  
by Edwin A Waszak, Kathleen R Waszak

(Seal)

K Weiss Swierzbinska  
Notary Public  
K Weiss Swierzbinska



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

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

LOT 24 IN BLOCK 5 IN KINSEY'S TALCOTT ROAD SUBDIVISION IN THE  
NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 12 EAST ✓  
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Parcel Number: 12-02-215-001-0000

EDWIN A. WASZAK AND KATHLEEN R. WASZAK, NOT IN TENANCY IN  
COMMON, BUT IN JOINT TENANCY

1339 COURTLAND AVENUE, PARK RIDGE IL 60068

Loan Reference Number : ID2014483776/ID201448377618214269

First American Order No: 43049038

Identifier:



Property of Cook County Clerk's Office