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Doc#: 1118110041 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/30/2011 11:32 AM Pg: 1 of 7

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: PIN: 13-24-126-020-0000

Address:

Street: 3646 N WHIPPLE ST

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60618

Lender: PNC BANK, NATIONAL ASSOCIATION

Borrower: MICHAEL YEDINAK

Loan / Mortgage Amount: \$30,000.00

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.

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Certificate number: 07B56367-BF04-46E1-B7F3-10ADEC57D815

Execution date: 06/28/2011

02-11

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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 # 14678823

THIS MORTGAGE is made on **06/22/2011**
The Mortgagor(s) is(are) **CHICAGO TITLE LAND TRUST COMPANY, TRUSTEE OF A TRUST**
AGREEMENT DATED THE 14TH OF MAY, 1970, KNOWN AS TRUST NUMBER ~~26-795-00~~ 26-795-00



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 **MICHAEL YEDINAK**.

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 **Thirty Thousand Dollars And Zero Cents**

(U.S. \$ 30,000.00)

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **06/22/2011**, 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 **06/27/2051**.

*21-3-849
DMS FAE*

Jm

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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:

3646 N WHIPPLE ST
CHICAGO

IL

60618

COOK

Recording Date

05/17/1973

Deed Book Number

21161378

Page Number

N/A

Tax Parcel Number

13-24-120-020-0000

FOR LEGAL DESCRIPTION SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

Lot and 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 then on forth, 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 _____ Date _____
CHICAGO TITLE LAND TRUST COMPANY
as Trustee Under Trust No. 26-795-00

ON BEHALF OF _____ BY: *Roaroes Martinef* 6/24/11
Type Mortgagor's Name _____ ASSISTANT VICE PRESIDENT

Mortgagor's Signature _____ Date _____
ROARDES MARTINEF

Type Mortgagor's Name _____

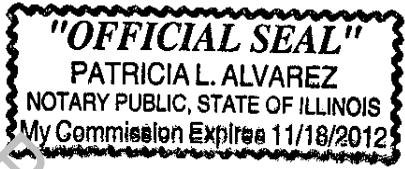
This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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Acknowledgment:

State of Illinois, County of Cook }ss
 This instrument was acknowledged before me this 24th day of June 2011
 by Lourdes Martinez, Assistant Vice President of Chicago Title Land Trust Company
 as Trustee and not personally
 (Seal)

Patricia Alvarez
 Notary Public PATRICIA A ALVAREZ



Property of Cook County Clerk's Office

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RIDER/ADDENDUM TO MORTGAGE

Trust Number ~~795~~ 26-795-00 *[Signature]*

Additional Term(s). All references to "Mortgagor" in this Mortgage are amended to read "Mortgagor, Borrower, and/or any one or more of them".

This Mortgage is executed by Mortgagor, not personally but as Trustee of the above referenced Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Mortgagor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that, with the exception of the foregoing warranty, each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Mortgagor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Mortgagor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Mortgagor or for the purpose or with the intention of binding Mortgagor personally. Further, notwithstanding anything to the contrary contained in this Mortgage, Mortgagor shall not be personally liable for payment of the Secured Debt, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage; and that so far as Mortgagor and its successors personally are concerned, the legal holder or holders of the Secured Debt shall look solely to the Property for the payment of the Secured Debt. Nothing herein is intended to affect the enforcement of the lien created by this Mortgage in the manner provided herein or by law, or any action to enforce the personal liability of any guarantor, obligor, or other person (other than Mortgagor) liable on the Secured Debt.



[Signature of Lourdes Martinez]
[Signature of Trustee] *LOURDES MARTINEZ*
On behalf of Chicago Title Land Trust Company as successor trustee under agreement dated May 14, 1970 and known as Trust Number 26-795-00 & not personally

Lourdes Martinez, Assistant Vice President
[Print Name of Trustee]
On Behalf of Chicago Title Land Trust Company

[Acknowledgement of Trustee's signature]

[Signature of Witness]
[Signature]
PATRICIA ABAREZ

JOINDER

The undersigned, each (if more than one) being a beneficiary of Mortgagor and/or justly indebted for payment of the indebtedness secured by the foregoing Mortgage, and in consideration of Lender's extension of credit as described above, hereby agree to be jointly and severally liable for the payment, performance and observance of each and every covenant and agreement to be paid, performed or observed by the Mortgagor under the terms of said Mortgage. Except to the extent prohibited by law, the undersigned further waive(s) all appraisal and homestead exemption rights relating to the Property.

[Signature of Borrower(s)]
[Signature]
MICHAEL YEDINAK

[Acknowledgement of Borrower signature(s)]

[Signature of Witness]
Natasha Mitii
NATASHA MITII

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK AND STATE OF ILLINOIS:

LOT 4 IN STEMKE AND BLAUS RESUBDIVISION OF LOTS 22 TO 36 BOTH INCLUSIVE IN JOSEPH HOPPS SUBDIVISION OF PART OF BLOCKS 5 TO 8 IN THE SUBDIVISION OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PPN: 13-24-126-020-0000
NORTHWEST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, OF CHICAGO, ILLINOIS, ITS SUCCESSOR OR SUCCESSORS AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 14TH DAY OF MAY, 1970, KNOWN AS TRUST NUMBER ~~73~~ 26-795-00

3646 NORTH WHIPPLE STREET, CHICAGO IL 60618
Loan Reference Number : ID2014678823 / ID2014678823529763330
First American Order No: 43467802
Identifier:



Cook County Clerk's Office