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Illinois Anti-Predatory
Lending Database
Program

Certificate of Exemption



Doc#: 1122717020 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/15/2011 10:22 AM Pg: 1 of 7

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 27-26-203-048-1043

Address:

Street: 168387 81st Avenue

Street line 2: APT 1S

City: Tinley Park

State: IL

ZIP Code: 60477

Lender: PNC BANK, National Association

Borrower: Suburban Bank and Trust Company as Trustee under Trust Agreement dated December 4, 1992 and known as Trust number 1-0627

Loan / Mortgage Amount: \$50,000.00

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: 70705A5E-C3D2-4BD5-8DAC-703B6FDA3E72

Execution date: 08/09/2011

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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 # 14886549

21-3-792 7/29/11



THIS MORTGAGE is made on **07/29/2011**
 The Mortgagor(s) is(are) **SUBURBAN BANK AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 4, 1992 AND KNOWN AS TRUST NUMBER 1-0627**

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 **JEAN KNIGHT**.

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 **Fifty Thousand Dollars And Zero Cents**

(U.S. \$ **50,000.00**)

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **07/29/2011**, 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 **08/03/2048**.

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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.

Suburban Bank & Trust Co., as Successor Trustee to Southwest
Financial Bank and Trust Company, as Successor Trustee to
Trust Agreement dated December 4, 1992 and known as Tr. #1-0627

Mortgagor's Signature

Karen M. Finn
Karen M. Finn, Vice President

Date

ON BEHALF OF

Type Mortgagor's Name

Mortgagor's Signature

Type Mortgagor's Name

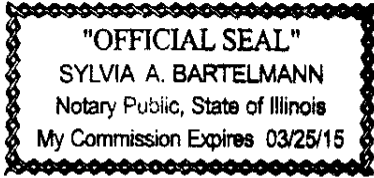
This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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Acknowledgment:

State of Illinois, County of COOK }ss
This instrument was acknowledged before me this 2nd day of August, 2011
by KAREN M. FINN, VICE PRESIDENT

(Seal)



Notary Public Sylvia A. Bartelmann
SYLVIA A. BARTELMANN

Property of Cook County Clerk's Office

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RIDER/ADDENDUM TO MORTGAGE

Suburban Bank & Trust Company, as Trustee for Trust Agreement dated December 4th 1992 and know as Trust number 1-0627

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.

[Handwritten Signature]

[Signature of Trustee]

On behalf of Suburban Bank & Trust

Company *uta dtd 12/4/92 AKA TR. # 1-0627 not personally.*

[Acknowledgement of Trustee's signature]

[Handwritten Signature]

[Print Name of Trustee]

On behalf of Suburban Bank & Trust Company u/t/a dtd 12/4/1992 Trust #1-0627

[Signature of Witness]

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)]

[Handwritten Signature]
JEAN KNIGHT

[Acknowledgement of Borrower signature(s)]

[Signature of Witness]

[Handwritten Signature]
MICHAEL A SACHA

[Faint, illegible text from the reverse side of the page is visible through the paper.]

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EXHIBIT A

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

UNIT 16837-1S AND P1S TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN CHERRY CREEK SOUTH SUBDIVISION PHASE III CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 85179907, IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PPN: 27-26-203-048-1043 (Parcel #1)

27-26-203-048-1100 (Parcel #2)

SUBURBAN BANK AND TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A CERTAIN TRUST AGREEMENT, DATED THE 4TH DAY OF DECEMBER, 1992, AND KNOWN AS TRUST NUMBER 1-0627

16837 81ST AVENUE APT. 1, TINLEY PARK IL 60477

Loan Reference Number : ID2014886549 ID2014886549624289430

First American Order No: 43799072

Identifier:



Cook County Clerk's Office