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1308419100

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Doc#: 1308419100 Fee: \$48.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/25/2013 11:33 AM Pg: 1 of 6

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 19-32-422-043-0000

Address:

Street: 8514 MANSFIELD AVENUE

Street line 2:

City: BURBANK

State: IL

ZIP Code: 60459

Lender: PNC BANK NATIONAL ASSOCIATION

Borrower: JOZEF NOWOBILSKI, JOZEFA NOWOBILSKI

Loan / Mortgage Amount: \$100,000.00

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: B7D82A51-6C01-4B7E-9C9B-12EB13203F91

Execution date: 03/11/2013

S
P
S
M
SC
E
INT

S	X
P	X
S	X
M	X
SC	X
E	X
INT	DR

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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 # 16804219

THIS MORTGAGE is made on **03/11/2013**
 The Mortgagor(s) is(are) **JOZEF NOWOBILSKI, JOZEFA NOWOBILSKI.** (Hw)

 **PNC BANK**

If there is more than one, the word "Mortgagor" refers to each and all of them.
 The Mortgagor is **PNC Bank, National Association.** 2/1/03
 PAC/HW

The word "Borrower" means **JOZEF NOWOBILSKI, JOZEFA NOWOBILSKI.**

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 Thousand Dollars And Zero Cents**
 (U.S. \$ 100,000.00)

under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated **03/11/2013**, 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 **03/15/2050**.

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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:

8514 MANSFIELD AVE
 BURBANK IL 60459 COOK
 Recording Date 05/20/1997
 Deed Book Number 97-354551 Page Number N/A
 Tax Parcel Number 19-32-422-043-0 Doc /

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 time to time 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 Mortgagee, 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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Acknowledgment:

State of Illinois, County of COOK } ss
This instrument was acknowledged before me this 11th day of March 2013
by JOZEF NOWOBILSKI and JOZEFA NOWOBILSKI

(Seal)



Notary Public

A large, handwritten signature in black ink, written over a horizontal line. The signature appears to be "Zofia Gacek".

Property of Cook County Clerk's Office

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EXHIBIT A

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, MORE FULLY DESCRIBED AS:

LOT 2 IN LABORSKIS RESUBDIVISION OF LOT 63 IN FREDERICK H. BARTLETTS 87TH STREET HOMESTEADS, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PPN: 19-32-422-043-0000
JOZEF NOWOBILSKI AND JOZEFA NOWOBILSKI, AS HUSBAND AND WIFE, NOT AS JOINT TENANTS OR TENANTS IN COMMON BUT AS TENANTS BY THE ENTIRETY

8514 MANSFIELD AVENUE, BURBANK IL 60459
Loan Reference Number : ID2016804219/ID2016804219324483262
First American Order No: 46503015
Identifier:



County Clerk's Office