

Illinois Anti-Predatory Lending Database Program



Doc# 1903518011 Fee \$52.25

RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 02/04/2019 11:11 AM PG: 1 OF 7

Certificate of Exemption



Report Mortgage Fraud 844-768-1713

The property identified as: PIN: 17-04-200-096-1029

Address:

Street: 1546 N ORLEANS ST APT 904

Street line 2:

City: CHICAGO

State: IL

ZIP Code: 60610

Lender: PNC BANK, NATIONAL ASSOCIATION

Borrower: MARY P CARTER

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 77170 et seq. because the application was taken by an exempt entity.

Handwritten notations: SC 4, P 7, S M, W Y, SC 4, E M, INT 9/11

Certificate number: 90CE4B97-40A6-45A9-B8D3-EFBD91AB3099

Execution date: 12/28/2018 1-29-19

**UNOFFICIAL COPY**

This document was prepared by  
 (name and address)  
 David C Kelly, Asst Vice President  
 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)

THIS MORTGAGE is made on **12/28/2018**  
 The Mortgagor(s) is(are) **MARY P CARTER**  
*unmarried*

62.25

OLNACS # 30045322

21, 8M, SVS  
 **PNC BANK**

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 **MARY P CARTER**.

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 **12/28/2018**, 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

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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 **01/03/2059**

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:

1546 N ORLEANS ST APT 904	CHICAGO	IL	60610	COOK
Recording Date	05/11/2006			
Deed Book Number	0613135012	Page Number	N/A	
Tax Parcel Number	17-04-200-096-1029; 17-04-200-096-1076			
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 thenceforth, 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.

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**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.

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.

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**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.

Mary P. Carter 12/28/18  
Mortgagor's Signature Date

MARY P CARTER  
Type Mortgagor's Name

\_\_\_\_\_  
Mortgagor's Signature Date

\_\_\_\_\_  
Type Mortgagor's Name

**Acknowledgment:**

State of Illinois, County of COOK, ss  
This instrument was acknowledged before me this 28<sup>TH</sup> day of DECEMBER, 2018  
by MARY P CARTER

(Seal)

Vivian Koomson  
Notary Public



**UNOFFICIAL COPY****EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 2

Account #: 26314309  
 Order Date : 12/13/2018  
 Reference : 30045322  
 Name : MARY P. CARTER  
 Deed Ref : 0613135012

Index #:  
 Registered Land:  
 Parcel #: 17-04-200-096-1029  
 17-04-200-096-1076

SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS:

UNIT 904 AND PARKING SPACE UNIT P17 IN PARC ORLEANS CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

**PARCEL 1:**

THE NORTH 58 FEET OF LOTS 2 AND 3, TAKEN AS A TRACT, (EXCEPT THE WEST 5.0 FEET OF LOT 3) AND ALSO (EXCEPT THE EAST 25.74 FEET OF THE NORTH 46.0 FEET OF LOT 2) IN THE SUBDIVISION OF THE EAST 100 FEET OF THE WEST 227.30 FEET OF LOT 119 AND SUB-LOTS 3 AND 4 OF THE WEST 1/2 OF LOTS 120, 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THE NORTH 46 FEET OF LOT 4, AND THE WEST 5.0 FEET OF THE NORTH 46 FEET OF LOT 3, TAKEN AS TRACT, IN THE SUBDIVISION OF THE EAST 100 FEET OF THE WEST 227.30 FEET OF LOT 119 AND THE SUB-LOTS 3 AND 4 OF THE WEST 1/2 OF LOTS 120, 125, AND ALL OF LOTS 123, 124, 127 TO 134, AND 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 5, 8, 9, AND THE WEST 29.64 FEET OF LOT 12 (EXCEPT ELEVATED RAILROAD RIGHT-OF-WAY DESCRIBED AS FOLLOWS: COMMENCING ON THE SOUTH LINE OF LOT 12, 41 FEET WEST OF THE WEST LINE OF NORTH MARKET STREET (NOW ORLEANS STREET) THENCE WEST 61.2 FEET; THENCE NORTH 22 FEET; THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING) IN OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN.

**ALSO**

THAT PORTION OF LOTS 2 AND 3 (EXCEPT THE WEST 5.00 FEET OF SAID LOT 3) LYING SOUTH OF THE NORTH 58.0 FEET THEREOF, AND THAT PORTION OF LOT 4 AND THE WEST 5.00 FEET OF LOT 3, LYING SOUTH OF THE NORTH 46.0 FEET THEREOF, ALL IN THE SUBDIVISION OF THE EAST 100 FEET OF THE WEST 227.30 FEET OF LOT 119 AND SUB-LOTS 3 AND 4 OF THE WEST 1/2 OF LOTS 120 AND 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND LOT 137 IN BRONSON'S ADDITION TO CHICAGO, IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:** THE EAST 25.74 FEET OF THE NORTH 46.00 FEET OF LOT 2 IN THE SUBDIVISION OF THE EAST 100 FEET OF THE WEST 227.30 FEET OF LOT 119 AND SUB-LOTS 3 AND 4 OF THE



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## EXHIBIT "A" LEGAL DESCRIPTION

Page: 2 of 2

Account #: 26314309  
Order Date : 12/13/2018  
Reference : 30045322  
Name : MARY P. CARTER  
Deed Ref : 0613135012

Index #:  
Registered Land:  
Parcel #: 17-04-200-096-1029  
17-04-200-096-1076

WEST 1/2 OF LOTS 120, 125 AND ALL OF LOTS 123, 124, 127 TO 134 AND LOT 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JANUARY 17, 2003 AS DOCUMENT NUMBER 0030085584, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN INSTRUMENT NO. 0613135012 OF THE COOK COUNTY, ILLINOIS RECORDS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE