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Mortgage Servicing
Mailstop P5-PCLC-01-I
2730 Liberty Avenue
Pittsburgh, PA 15222
Telephone 412-762-6728

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James N. Hogan, Gloucester County Clerk
Receipt #: 627038 09:30:51A Mar 27, 2017
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60/213 SWF/JN

Mortgage

(Open-End Mortgage) (For New Jersey Property)



OLNACS # 26549703

THIS MORTGAGE is made on **03/13/2017**.

The Mortgagor is **ROSEMARIE A CLAYTON AKA ROSEMARIE DIBARTOLOMEO; ANTHONY M DIBARTOLOMEO JR**

If there is more than one, the word "Mortgagor" herein refers to each and all of them.

The name and address of Mortgagee (Lender) are PNC Bank, Consumer Loan Center, Collateral Control, 2730 Liberty Avenue, Pittsburgh, PA 15222.

The word "Borrower" means **ROSEMARIE DIBARTOLOMEO, ANTHONY M DIBARTOLOMEO JR.**

If there is more than one, the word "Borrower" herein refers to each and all of them.

Mortgagee has granted to Borrower a home equity line of credit, providing for a Maximum Credit Limit (that is, a maximum amount of indebtedness of **Twenty-Eight Thousand Nine Hundred Dollars And Zero Cents**

(U.S. \$ **28,900.00**

), under the terms of Borrower's written

agreement (referred to herein as the "Agreement"), dated **03/13/2017**

Mortgagee is obligated, under 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 periods 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 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.

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 including any future advances; (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, 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 Lender and has not been paid. All loans and future advances secured by this Mortgage shall have priority as provided by New Jersey law, P.L. 1985, c.353, as amended. For this purpose, Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property, together with all improvements now or hereafter erected, and all easements, rights and appurtenances thereon, located at and known as:

207 CHURCH ST	WILLIAMSTOWN	NJ	08094-1613	GLOUCESTER
Recording Date	01/03/2011			
Deed Book Number	4836	Page Number	23	
Tax Parcel Number	BLOCK 11803 LOT 1			
Uniform Parcel Number	MONROE (TWP)			
Lot and Block Number	N/A N/A			

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.

Default. Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. Unless prohibited by law, if Mortgagor is in default under this Mortgage, Mortgagee may at its option, after notice required by law, if any, declare due and payable the entire unpaid balance on the sums which are secured by this Mortgage and owing under the Agreement. If Mortgagee so declares such entire balance due and payable, Mortgagee may take possession of the Property pursuant to an appropriate court order, collect any and all rents, apply said rents to the indebtedness secured by this Mortgage, foreclose the Mortgage, or take other action upon the Mortgage as permitted or provided by law to collect the balance owing.

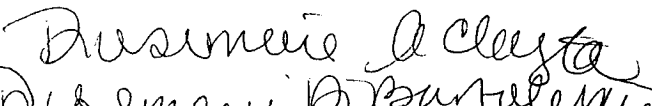
Remedies Cumulative. If any circumstance exists which would permit Mortgagee to accelerate the balance, Mortgagee may take such action at any time during which such circumstance continues to exist. Mortgagee's remedies under this Mortgage shall be cumulative and not alternative.

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.


Mortgagor's Signature

ROSEMARIE A CLAYTON AKA ROSEMARIE
DIBARTOLOMEO

Print or Type Mortgagor's Name


Mortgagor's Signature

ANTHONY M DIBARTOLOMEO JR

Print or Type Mortgagor's Name

Acknowledgment

STATE OF New Jersey)
) SS:
COUNTY OF Gloucester)

BE IT REMEMBERED, that on this 13th day of March, 2017, before me, a Notary Public in and for the State/Commonwealth of New Jersey, personally appeared Robert A. Decker, P.A. & Anthony D. Decker, P.A. who I am satisfied is/are the person(s) named in and who executed the within Mortgage, and who acknowledged that he/she/they executed the same as a voluntary act for the uses and purposes expressed in the Mortgage and desired the same to be recorded.

In Witness Whereof, I set my hand and official seal.

Kathleen D. Fiehler
Signature of Notary Public

Kathleen D. Fiehler
Print or Type Name of Notary Public

Notary
Title

