

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

PNC BANK CORP.
(Exact name of registrant as specified in its charter)

PENNSYLVANIA
(State or other jurisdiction of incorporation or organization)

25-1435979
(I.R.S. Employer Identification No.)

ONE PNC PLAZA
249 FIFTH AVENUE
PITTSBURGH, PENNSYLVANIA 15222-2707
(412) 762-1553

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

PNC BANK CORP. EMPLOYEE STOCK PURCHASE PLAN
(Full title of the Plan)

WALTER E. GREGG, JR., ESQ.
SENIOR EXECUTIVE VICE PRESIDENT
PNC BANK CORP.
ONE PNC PLAZA
249 FIFTH AVENUE
PITTSBURGH, PENNSYLVANIA 15222-2707
(412) 762-2281

(Name, address, including zip code, and telephone number, including area code, of agent for service)

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effective date of this Registration Statement.

CALCULATION OF REGISTRATION FEE

<TABLE>
<CAPTION>

TITLE OF EACH CLASS OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM AGGREGATE PRICE PER SHARE (2)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE (2)	AMOUNT OF REGISTRATION FEE
Common Stock, par value \$5.00	4,000,000 shares	\$38.75	\$155,000,000.00	\$46,969.70

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(1) The Common Stock registered hereby will be adjusted to reflect stock splits, stock dividends or similar transactions pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the "Securities Act"), without the need for any post-effective amendment.

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) on the basis of the average of the high and low reported sales prices of the registrant's Common Stock on the New York Stock Exchange on April 21, 1997.

Pursuant to Rule 429 under the Securities Act, the Prospectus to be used under this Registration Statement also applies to Registration Statement No. 33-62311. Pursuant to that Registration Statement, 613,847 shares of Common Stock remained available for issuance at March 31, 1997 and a filing fee of \$5,463.24 was previously paid with respect to such shares.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE

The following documents filed by PNC Bank Corp. (the "Registrant" or the "Corporation") with the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are hereby incorporated by reference in this Registration Statement: the Annual Report on Form 10-K for the year ended December 31, 1996; the Current Report on Form 8-K dated as of April 15, 1997; and the description of the Registrant's Common Stock set forth in response to Item 1 of the Registration Statement on Form 8-A of the Corporation filed pursuant to Section 12 of the Exchange Act, and any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant after the effective date of this Registration Statement pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all Common Stock offered hereby has been sold or which deregisters such Common Stock then remaining unsold shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of the filing of such documents. Any statement or information contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement or information contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement or information. Any such statement or information so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

ITEM 4. DESCRIPTION OF SECURITIES

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL

A legal opinion to the effect that the shares of Common Stock offered by the Registration Statement, upon their issuance or sale in accordance with the terms of the Plan shall be validly issued, fully paid and nonassessable has been rendered by Melanie S. Cibik, Esquire, Senior Counsel to the Corporation. As of March 31, 1997, Miss Cibik owned 770 shares of the Corporation's Common Stock under the Corporation's employee plans.

The consolidated financial statements of the Corporation incorporated by reference in the Corporation's Annual Report (Form 10-K) for the year ended December 31, 1996, have been audited by Ernst & Young LLP, independent auditors, as set forth in their report thereon incorporated by reference therein and herein. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given upon the authority of such firm as experts in accounting and auditing.

Documents incorporated herein by reference in the future will include financial statements, related schedules (if required) and independent auditors' reports, which financial statements and schedules will

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have been audited to the extent and for the periods set forth in such reports by the firm or firms rendering such reports, and, to the extent so audited and consent to incorporation by reference is given, will be incorporated herein by reference in reliance upon such reports given upon the authority of such firms as experts in accounting and auditing.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Sections 1741-1743 of the Pennsylvania Business Corporation Law of 1988 (Act of December 21, 1988, P.L. 1444), as amended ("1988 BCL") provide that a business corporation may indemnify directors and officers against liabilities they may incur in such capacities provided certain standards are met, including good faith and the belief that the particular action is in the best interests of the corporation. In general, this power to indemnify does not exist in the case of actions against a director or officer by or in the right of the corporation if the person entitled to indemnification shall have been adjudged

to be liable for negligence or misconduct in the performance of his duties. A corporation is required to indemnify directors and officers against expenses they may incur in defending actions against them in such capacities if they are successful on the merits or otherwise in the defense of such actions.

Section 1746 of the 1988 BCL provides that the foregoing provisions shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under, among other things, any by-law provision, provided that no indemnification may be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

The Corporation's By-Laws provide for the mandatory indemnification of directors and officers in accordance with and to the full extent permitted by the Laws of Pennsylvania as in effect at the time of such indemnification. The Corporation's By-Laws also eliminate, to the maximum extent permitted by the laws of the Commonwealth of Pennsylvania, the personal liability of directors for monetary damages for any action taken, or any failure to take any action as a director except in any case such elimination is not permitted by law. The Corporation has purchased directors' and officers' liability insurance covering certain liabilities which may be incurred by the officers and directors of the Corporation in connection with the performance of their duties.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED

Not applicable.

ITEM 8. EXHIBITS

The exhibits listed on the Exhibit Index on page 9 of this Registration Statement are filed herewith or are incorporated herein by reference to other filings.

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ITEM 9. UNDERTAKINGS

The undersigned Registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to the Registration Statement:
 - (a) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933, as amended ("Securities Act");
 - (b) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;
 - (c) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

Provided, however, that paragraphs (a) and (b) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act, that are incorporated by reference in the Registration Statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the

termination of the offering.

- 4. That, for purposes of determining any liability under the Securities Act of 1933, as amended, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions set forth in Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceedings) is asserted by such director, officer or controlling person in connection with the securities being registered and the Commission remains of the same opinion, the Registrant will, unless in the opinion of its counsel the matter has been

settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Pittsburgh, and Commonwealth of Pennsylvania, on the 25th day of April, 1997.

PNC BANK CORP.

By: /s/ THOMAS H. O'BRIEN

 Thomas H. O'Brien
 Chairman and Chief Executive Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated:

SIGNATURE -----	TITLE -----	DATE ----
/s/ THOMAS H. O'BRIEN ----- Thomas H. O'Brien	Chairman, Chief Executive Officer and Director (Principal Executive Officer)	April 25, 1997
/s/ ROBERT L. HAUNSCHILD ----- Robert L. Haunschild	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	April 25, 1997
/s/ WILLIAM J. JOHNS ----- William J. Johns	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)	April 25, 1997
* ----- Robert N. Clay	Director	April 25, 1997
* -----	Director	April 25, 1997

George A. Davidson, Jr.

*
----- Director April 25, 1997
David F. Girard-diCarlo

*
----- Director April 25, 1997
Dianna L. Green

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*
----- Director April 25, 1997
C. G. Grefenstette

*
----- Director April 25, 1997
Bruce Lindsay

*
----- Director April 25, 1997
Thomas Marshall

*
----- Director April 25, 1997
W. Craig McClelland

*
----- Director April 25, 1997
Jackson H. Randolph

*
----- President and Director April 25, 1997
James E. Rohr

*
----- Director April 25, 1997
Roderic H. Ross

*
----- Director April 25, 1997
Vincent A. Sarni

*
----- Director April 25, 1997
Garry J. Scheuring

*
----- Director April 25, 1997
Richard P. Simmons

*
----- Director April 25, 1997
Thomas J. Usher

*
----- Director April 25, 1997
Milton A. Washington

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*
----- Director April 25, 1997
Helge H. Wehmeier

*By: /s/ MELANIE S. CIBIK

Melanie S. Cibik, Attorney-in-Fact, pursuant to
Powers of Attorney filed herewith

Date: April 25, 1997

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EXHIBIT INDEX

- Exhibit 4.1 Articles of Incorporation, as amended, of the Corporation, incorporated herein by reference to Exhibits 99.1 and 99.2 of the Corporation's Current Report on Form 8-K dated October 7, 1996 (Commission File No. 1-9718).
- Exhibit 4.2 By-Laws, as amended, of the Corporation, incorporated by reference to Exhibit 4.2 of the Corporation's Registration Statement on Form S-8 at Registration No. 33-62311.
- Exhibit 4.3 PNC Bank Corp. Employee Stock Purchase Plan, filed herewith.
- Exhibit 5 Opinion of Melanie S. Cibik, Esquire, Senior Counsel to the Corporation, regarding validity of the Common Stock being registered, filed herewith.
- Exhibit 23.1 Consent of Ernst & Young LLP, independent auditors of the Corporation, filed herewith.
- Exhibit 23.2 Consent of Melanie S. Cibik, Esquire, Senior Counsel to the Corporation, contained in the opinion filed herewith as Exhibit 5.
- Exhibit 24.1 Power of Attorney of certain officers and directors of the Corporation, filed herewith.
- Exhibit 24.2 Power of Attorney of Robert N. Clay, filed herewith.
- Exhibit 24.3 Power of Attorney of Jackson H. Randolph, filed herewith.
- Exhibit 24.4 Power of Attorney of Vincent A. Sarni, filed herewith.

PNC BANK CORP.
EMPLOYEE STOCK PURCHASE PLAN

(AS AMENDED AND RESTATED EFFECTIVE AS OF FEBRUARY 20, 1997)

ARTICLE I
PURPOSE AND SCOPE OF THE PLAN

1.1 PURPOSE

The PNC Bank Corp. Employee Stock Purchase Plan is intended to encourage employee participation in the ownership and economic progress of the Corporation.

1.2 DEFINITIONS

Unless the context clearly indicates otherwise, the following terms have the meaning set forth below:

Board of Directors or Board shall mean the Board of Directors of the Corporation.

Code shall mean the Internal Revenue Code of 1986, as amended.

Committee shall mean a Committee of officers of the Corporation and/or Designated Subsidiaries appointed by the Board of Directors or the Personnel and Compensation Committee of the Board, which Committee of officers shall administer the Plan as provided in Section 1.3 hereof.

Common Stock shall mean shares of common stock, par value \$5.00 per share, of the Corporation.

Corporate Benefits Administration shall mean the department of the Corporation responsible for the day-to-day administration of and recordkeeping for the Plan.

Corporation shall mean PNC Bank Corp.

Compensation shall mean the base salary paid to an Employee by the Corporation or Designated Subsidiary in accordance with established payroll procedures.

Continuous Service shall mean the period of time, uninterrupted by a termination of employment, that an Employee has been employed by the Corporation and/or a Designated

Subsidiary immediately preceding an Offering Date. Such period of time shall include any approved leave of absence.

Designated Subsidiary shall mean any Subsidiary which has been designated by the Committee to participate in the Plan.

Employee shall mean any employee of the Corporation or a Designated Subsidiary.

Exercise Date shall mean May 31 and November 30 of each Plan Year.

Fair Market Value of a share of Common Stock shall be the last price of the Common Stock on the applicable date as reported by the Wall Street Journal, or, if no such price is reported for that day, on the last preceding day for which such price is reported, or such other reasonable method of determining fair market value as the Committee shall adopt.

Offering Date shall mean June 1 and December 1 of each Plan Year.

Option Period or Period shall mean the period beginning on an Offering Date and ending on the next succeeding Exercise Date.

Option Price shall mean the purchase price of a share of Common Stock hereunder as provided in Section 3.1 hereof.

Participant shall mean any Employee who (i) is eligible to participate in the Plan under Section 2.1 hereof and (ii) elects to participate.

Plan shall mean the Corporation's Employee Stock Purchase Plan, as the

same may be amended from time to time.

Plan Account or Account shall mean an account established and maintained in the name of each Participant.

Plan Year shall mean the twelve (12) month period beginning June 1 and ending on the following May 31.

Stock Purchase Agreement shall mean the form prescribed by the Committee which must be completed and executed by an Employee who elects to participate in the Plan.

Subsidiary shall mean any company in which the Corporation owns, directly or indirectly, shares possessing 50% or more of the total combined voting power of all classes of stock.

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1.3 ADMINISTRATION OF PLAN

Subject to direction by the Board of Directors or the Board's Personnel and Compensation Committee, the Committee shall have the authority to administer the Plan and to make and adopt rules and regulations not inconsistent with the provisions of the Plan or the Code. The Committee shall adopt the form of Stock Purchase Agreement and all notices required hereunder. Its interpretations and decisions in respect to the Plan shall, subject as aforesaid, be final and conclusive. The Committee shall have the authority to appoint an Employee as Plan Manager and to delegate to the Plan Manager such authority with respect to the administration of the Plan as the Committee, in its sole discretion, deems advisable from time to time.

1.4 EFFECTIVE DATE OF PLAN

The Plan, as amended and restated herein, shall become effective on the date established for that purpose by the Committee, if prior to that date, the Plan (i) has been adopted by the Board of Directors of the Corporation and (ii) has been approved by an affirmative vote of a majority of votes cast by the holders of the Common Stock and the voting preferred stock, voting together as a single class, in person or by proxy, at a meeting at which a quorum is present. The date established by the Committee as the effective date shall be an Offering Date.

1.5 EXTENSION OR TERMINATION OF PLAN

The Plan shall continue in effect through, and including May 31, 2003, unless terminated prior thereto pursuant to Section 4.3 hereof, or by the Board of Directors or the Personnel and Compensation Committee of the Board, each of which shall have the right to extend the term of or terminate the Plan at any time. Upon any such termination, the balance, if any, in each Participant's Account shall be refunded to him, or otherwise disposed of in accordance with policies and procedures prescribed by the Committee in cases where such a refund may not be possible.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Each Employee, including those serving on the Committee or serving as Plan Manager, who on an Offering Date will have at least one year of Continuous Service, may become a Participant by executing and filing a Stock Purchase Agreement with Corporate Benefits Administration prior to said Offering Date. No Employee may participate in the Plan if said Employee, immediately after an Offering Date, would be deemed for purposes of Section 423(b)(3) of the Code to possess 5% or more of the total combined voting power or value of all classes of stock of the Corporation or any Subsidiary.

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2.2 PAYROLL DEDUCTIONS

Payment for shares of Common Stock purchased hereunder shall be made by authorized payroll deductions from each payment of Compensation in accordance with instructions received from a Participant. Said deduction shall be expressed as a whole number percentage which shall be at least 1% but not more than 10%. A Participant may not increase or decrease the deduction during an Option Period. However, a Participant may change the percentage deduction for any subsequent Option Period by filing notice thereof with Corporate Benefits

Administration prior to the Offering Date on which such Period commences. During an Option Period, a Participant may discontinue payroll deductions but have the payroll deductions previously made during that Option Period remain in the Participant's Account to purchase Common Stock on the next Exercise Date, provided that he or she is an Employee as of that Exercise Date. Any amount remaining in the Participant's Account after the purchase of Common Stock shall be refunded without interest upon the written request of the Participant. Any Participant who discontinues payroll deductions during an Option Period may again become a Participant for a subsequent Option Period by executing and filing another Stock Purchase Agreement in accordance with Section 2.1. Amounts deducted from a Participant's Compensation pursuant to this Section shall be credited to said Participant's Account.

ARTICLE III
PURCHASE OF SHARES

3.1 OPTION PRICE

The Option Price per share of the Common Stock sold to Participants hereunder shall be 85% of the Fair Market Value of such share on either the Offering Date or the Exercise Date of an Option Period, whichever is lower, but in no event shall the Option Price per share be less than the par value of the Common Stock.

3.2 PURCHASE OF SHARES

On each Exercise Date, the amount in a Participant's Account shall be charged with the aggregate Option Price of the largest number of whole shares of Common Stock which can be purchased with said amount. The balance, if any, in such account shall be carried forward to the next succeeding Offering Period.

3.3 LIMITATIONS ON PURCHASE

Except as the Committee may otherwise provide by an adjustment made pursuant to Section 4.2, no Participant shall purchase more than 400 shares of Common Stock in each calendar year, provided that any such purchase shall not exceed the limitations imposed by Section 423(b)(8) of the Code.

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3.4 TRANSFERABILITY OF RIGHTS

Rights to purchase shares hereunder shall be exercisable only by the Participant. Such rights shall not be transferable.

ARTICLE IV
PROVISIONS RELATING TO COMMON STOCK

4.1 COMMON STOCK RESERVED

At February 20, 1997, there shall be 4,614,154 authorized and unissued shares of Common Stock reserved for the Plan, subject to adjustment in accordance with Section 4.2 hereof. The aggregate number of shares which may be purchased thereafter under the Plan shall not exceed the number of shares reserved for the Plan. Such amount shall be in addition to the 4,534,726 shares previously authorized and issued under the Plan.

4.2 ADJUSTMENT FOR CHANGES IN COMMON STOCK

In the event that adjustments are made in the number of outstanding shares of Common Stock or said shares are exchanged for a different class of stock of the Corporation or for shares of stock of any other corporation by reason of merger, consolidation, stock dividend, stock split or otherwise, the Committee may make appropriate adjustments in (i) the number and class of shares or other securities that may be reserved for purchase or purchased hereunder, and (ii) the Option Price. All such adjustments shall be made in the sole discretion of the Committee, and its decision shall be binding and conclusive.

4.3 INSUFFICIENT SHARES

If the aggregate funds available for the purchase of Common Stock on any Exercise Date would cause an issuance of shares in excess of the number provided for in Section 4.1 hereof, (i) the Committee shall proportionately reduce the number of shares which would otherwise be purchased by each Participant in order to eliminate such excess, and (ii) the Plan shall automatically terminate immediately after such Exercise Date.

4.4 CONFIRMATION

Each purchase of Common Stock hereunder shall be confirmed in writing to the Participant. A record of purchases shall be maintained by appropriate entries on the books of the Corporation. Participants may obtain a certificate or certificates for all or part of the shares of Common Stock purchased hereunder by requesting same in writing.

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4.5 RIGHTS AS SHAREHOLDERS

The shares of Common Stock purchased by a Participant on an Exercise Date shall, for all purposes, be deemed to have been issued and sold at the close of business on such Exercise Date. Prior to that time, none of the rights or privileges of a shareholder of the Corporation shall exist with respect to such shares.

ARTICLE V TERMINATION OF PARTICIPATION

5.1 VOLUNTARY WITHDRAWAL

A Participant may withdraw from the Plan at any time by filing notice of withdrawal prior to the close of business on an Exercise Date. Upon withdrawal, the entire amount, if any, in a Participant's Account shall be refunded to him without interest. Any Participant who withdraws from the Plan may again become a Participant in accordance with Section 2.1 hereof.

5.2 TERMINATION OF ELIGIBILITY

If a Participant retires, he may elect to (i) withdraw the entire amount, if any, in his Plan Account, or (ii) have said amount used to purchase whole shares of Common Stock pursuant to Section 3.2 hereof on the next succeeding Exercise Date, and have any remaining balance refunded without interest.

If a Participant ceases to be eligible under Section 2.1 hereof for any reason other than retirement, the dollar amount and the number of unissued shares in such Participant's Account will be refunded or distributed to Participant's designated beneficiary or estate, or otherwise disposed of in accordance with policies and procedures prescribed by the Committee in cases where such a refund or distribution may not be possible.

ARTICLE VI GENERAL PROVISIONS

6.1 NOTICES

Any notice which a Participant files pursuant to the Plan shall be made on forms prescribed by the Committee and shall be effective when received by Corporate Benefits Administration.

6.2 CONDITION OF EMPLOYMENT

Neither the creation of the Plan nor participation therein shall be deemed to create any right of continued employment or in any way affect the right of the Corporation to terminate an Employee.

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6.3 AMENDMENT OF THE PLAN

The Board of Directors or the Board's Personnel and Compensation Committee may at any time, or from time to time, amend the Plan in any respect, except that, without approval of the shareholders, no amendment may increase the aggregate number of shares reserved under the Plan other than as provided in Section 4.2 hereof, materially increase the benefits accruing to Participants or materially modify the requirements as to eligibility for participation in the Plan. Any amendment of the Plan must be made in accordance with applicable provisions of the Code and/or any regulations issued thereunder, any other applicable law or regulation, and the requirements of the principal exchange upon which the Common Stock is listed.

6.4 APPLICATION OF FUNDS

All funds received by the Corporation by reason of purchases of Common Stock hereunder may be used for any corporate purpose.

6.5 LEGAL RESTRICTIONS

The Corporation shall not be obligated to sell shares of Common Stock hereunder if counsel to the Corporation determines that such sale would violate any applicable law or regulation.

6.6 GENDER

Whenever used herein, use of any gender shall be applicable to both genders.

6.7 GOVERNING LAW

The Plan and all rights and obligations thereunder shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and any applicable provisions of the Code and the related regulations.

April 25, 1997

Board of Directors
PNC Bank Corp.
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222

Ms. Green and Gentlemen:

Reference is made to the Registration Statement on Form S-8 (the "Registration Statement") of PNC Bank Corp. (the "Corporation") to be filed with the Securities and Exchange Commission relating to the registration of 4,000,000 shares of the Corporation's common stock, par value \$5.00 per share ("PNC Common Stock"), to be newly issued or sold from its treasury to participants under the PNC Bank Corp. Employee Stock Purchase Plan, as amended and restated effective February 20, 1997 (the "Plan").

I am Senior Counsel to the Corporation and, in such capacity, I have been requested to furnish this opinion to be included as Exhibit 5 to the Registration Statement. In connection with this opinion, I have examined the Corporation's Articles of Incorporation and By-laws, each as amended to date, the Registration Statement and the Plan, and I have reviewed the proceedings taken by the Corporation relating to the Plan, including the resolutions adopted by the Corporation's Board of Directors and shareholders with respect thereto. I have also reviewed such corporate records and other documents relating to the Corporation and have satisfied myself as to such other matters that I have deemed necessary under the circumstances as a basis for the opinion hereinafter expressed.

In making such examination and rendering the opinion set forth below, I have assumed: (i) the genuineness and authenticity of all signatures on original documents; (ii) the authenticity of all documents submitted to me as originals; and (iii) the conformity of originals of all documents submitted to be as certified, telecopied, photostated or reproduced copies and the authenticity of all originals of such documents.

My opinion is rendered as of the date hereof and its applicability to future dates is conditioned upon the nonoccurrence of any event which would affect the validity of the issuance of PNC Common Stock or the sale of PNC Common Stock held as treasury shares under the Plan. With respect to any PNC Common Stock held as treasury shares that may be sold under the Plan, my opinion is subject to the condition such shares had been validly issued before they were reacquired by the Corporation and became treasury shares, and that any such share repurchases were made within parameters duly authorized by the Board of Directors of the Corporation.

I am admitted to practice law in the Commonwealth of Pennsylvania and do not purport to be an expert on or to express any opinion on any laws other than the laws of the Commonwealth of Pennsylvania and the federal securities laws of the United States of America. This opinion speaks as of today's date and is limited to present statutes, regulations and judicial interpretations. In rendering this opinion, I assume no obligation to revise or supplement this opinion should the present laws be changed by legislative or regulatory action, judicial decision or otherwise or should the Plan be further amended or modified.

Based upon the foregoing, I am of the opinion that, when the Registration Statement has become effective in accordance with applicable law, the 4,000,000 shares of PNC Common Stock to be registered, when issued or sold pursuant to and in accordance with the terms of the Plan, will be validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement.

Very truly yours,

/s/ MELANIE S. CIBIK

Melanie S. Cibik
Senior Counsel

CONSENT OF INDEPENDENT AUDITORS

We consent to the reference to our firm under the caption "Interests of Named Experts and Counsel" in the Registration Statement (Form S-8) pertaining to the registration of 4,000,000 shares of PNC Bank Corp. common stock issuable in connection with the PNC Bank Corp. Employee Stock Purchase Plan and to the incorporation by reference therein of our report dated January 24, 1997, with respect to the consolidated financial statements of PNC Bank Corp. incorporated by reference in its Annual Report on Form 10-K for the year ended December 31, 1996, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

Pittsburgh, Pennsylvania
April 24, 1997

POWER OF ATTORNEY

PNC BANK CORP.
EMPLOYEE STOCK PURCHASE PLAN - 4,000,000 SHARES

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned Directors and/or Officers of PNC Bank Corp. (the "Corporation"), a Pennsylvania corporation, hereby names, constitutes and appoints Walter E. Gregg, Jr., Melanie S. Cibik and Steven L. Kaplan, or each of them, with full power of substitution, such person's true and lawful attorney-in-fact and agent to execute in such person's name, place and stead, in any and all capacities, a Registration Statement on Form S-8 (or other appropriate form) for the registration under the Securities Act of 1933, as amended, of an additional 4,000,000 shares of the Corporation's Common Stock, par value \$5.00 per share, to be issued in connection with the Corporation's Employee Stock Purchase Plan adopted by the Corporation's Board of Directors, as amended and restated, and to execute in such person's name, place and stead, in any and all capacities, any and all amendments to said Registration Statement.

And such persons hereby ratify and confirm all that said attorney or attorney-in-fact, or any substitute, shall lawfully do or cause to be done by virtue hereof.

Witness the due execution hereof by the following persons in the capacities indicated as of this April 22, 1997.

Name/Signature - -----	Capacity -----
/s/ THOMAS H. O'BRIEN - ----- Thomas H. O'Brien	Chairman, Chief Executive Officer and Director
- ----- Robert N. Clay	Director
/s/ GEORGE A. DAVIDSON, JR. - ----- George A. Davidson, Jr.	Director
/s/ DAVID F. GIRARD-DICARLO - ----- David F. Girard-diCarlo	Director
/s/ DIANNA L. GREEN - ----- Dianna L. Green	Director
/s/ C. G. GREFENSTETTE - ----- C. G. Grefenstette	Director

Power of Attorney - 1

/s/ ARTHUR J. KANIA - ----- Arthur J. Kania	Director
/s/ BRUCE LINDSAY - ----- Bruce Lindsay	Director
/s/ THOMAS MARSHALL - ----- Thomas Marshall	Director
/s/ W. CRAIG MCCLELLAND - ----- W. Craig McClelland	Director
/s/ DONALD I. MORITZ - ----- Donald I. Moritz	Director

- ----- Director
Jackson H. Randolph

/s/ JAMES E. ROHR
- ----- President and Director
James E. Rohr

/s/ RODERIC H. ROSS
- ----- Director
Roderic H. Ross

- ----- Director
Vincent A. Sarni

/s/ GARRY J. SCHEURING
- ----- Director
Garry J. Scheuring

/s/ RICHARD P. SIMMONS
- ----- Director
Richard P. Simmons

Power of Attorney - 2

/s/ THOMAS J. USHER
- ----- Director
Thomas J. Usher

/s/ MILTON A. WASHINGTON
- ----- Director
Milton A. Washington

/s/ HELGE H. WEHMEIER
- ----- Director
Helge H. Wehmeier

Power of Attorney - 3

POWER OF ATTORNEY

PNC BANK CORP.
EMPLOYEE STOCK PURCHASE PLAN - 4,000,000 SHARES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Director of PNC Bank Corp. (the "Corporation"), a Pennsylvania corporation, hereby names, constitutes and appoints Walter E. Gregg, Jr., Melanie S. Cibik and Steven L. Kaplan, or each of them, with full power of substitution, such person's true and lawful attorney-in-fact and agent to execute in such person's name, place and stead, in any and all capacities, a Registration Statement on Form S-8 (or other appropriate form) for the registration under the Securities Act of 1933, as amended, of an additional 4,000,000 shares of the Corporation's Common Stock, par value \$5.00 per share, to be issued in connection with the Corporation's Employee Stock Purchase Plan adopted by the Corporation's Board of Directors, and as amended, and to execute in such person's name, place and stead, in any and all capacities, any and all amendments to said Registration Statement.

And such person hereby ratifies and confirms all that said attorney or attorney-in-fact, or any substitute, shall lawfully do or cause to be done by virtue hereof.

Witness the due execution hereof by the following person in the capacities indicated as of this April 22, 1997.

Name/Signature	Capacity
- - - - -	- - - - -
/s/ ROBERT N. CLAY - - - - -	Director
Robert N. Clay	

POWER OF ATTORNEY

PNC BANK CORP.
EMPLOYEE STOCK PURCHASE PLAN - 4,000,000 SHARES

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Witness the due execution hereof by the following person in the capacities indicated as of this April 22, 1997.

Name/Signature	Capacity
- - - - -	- - - - -
/s/ JACKSON H. RANDOLPH - - - - -	Director
Jackson H. Randolph	

POWER OF ATTORNEY

PNC BANK CORP.
EMPLOYEE STOCK PURCHASE PLAN - 4,000,000 SHARES

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Witness the due execution hereof by the following person in the capacities indicated as of this April 22, 1997.

Name/Signature	Capacity
- -----	-----
/s/ VINCENT A. SARNI - ----- Vincent A. Sarni	Director