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Cook County Recorder 29.00

NAB Bank  
222 W. Cermak Road  
Chicago, IL 60616

KL5701152

20071349

Loan #00-77362

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2000-12-15 12:44:26  
Cook County Recorder 29.00



00986010

## ENVIRONMENTAL INSPECTION EASEMENT

This ENVIRONMENTAL INSPECTION EASEMENT is made as of the 13th day of DECEMBER, 2000, by SCOTT B. MENCKE, A SINGLE PERSON AND CHARLES M. PUFFENBARGER AND KYBERLEE A. PUFFENBARGER, HUSBAND AND WIFE, (*hereafter, the BORROWER*) in favor of NAB Bank, its successors and/or assigns, an Illinois corporation, (*hereafter, the LENDER*).

### Recitals

(a) The BORROWER is the owner of an improved fee simple parcel of real property, more particularly described on Exhibit A, attached hereto and made a part hereof (*hereafter, the REAL PROPERTY*) upon which there is conducted a **mixex-use commercial building**.

(b) At the BORROWER's request, the LENDER has agreed to extend certain credit accommodations to the BORROWER (*hereafter, the LOAN*), secured by a mortgage on the REAL PROPERTY.

© The LENDER is unwilling to extend the LOAN to the BORROWER unless it has an absolute right, at any time and from time to time, to enter the REAL PROPERTY for purposes of conducting inspections and tests to determine if the ownership, use, and operation of the REAL PROPERTY are in compliance with all applicable environmental laws.

(d) The BORROWER is willing to grant the LENDER an irrevocable easement to permit the LENDER to enter upon the REAL PROPERTY for such inspection and testing so as to obtain the LOAN.

E.L.E. #00-77362 Mencke

BOX 333-CTI

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NOW THEREFORE, in consideration of these premises, the terms and condition set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. *Grant of Easement.* The BORROWER hereby grants and conveys to the LENDER an easement to enter on and upon the REAL PROPERTY at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as the LENDER, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use, and operation of the REAL PROPERTY and the conduct of the activities engaged in thereon are in compliance with federal, state, and local environmental laws, rules, and regulations. The LENDER, or its designated agents, shall have the right to inspect and copy all of the BORROWER's records relating to environmental matters and to enter all buildings or facilities of the BORROWER for such purpose. In confirmation of the LENDER's right to inspect and copy all of the BORROWER's records relating to environmental matters and to secure the BORROWER's obligations to the LENDER in connection with the LOAN, and under this Environmental Inspection Easement, the BORROWER hereby grants to the LENDER a continuing security interest in and to all of the BORROWER's existing and future records with respect to environmental matters, whether or not located at the REAL PROPERTY or elsewhere, whether or not in the possession of the BORROWER or some third party (including any federal, state, or local agency or instrumentality), and whether or not written, photographic, or computerized, and the proceeds and products thereof. The LENDER, or its designated agent, may interview any or all of the BORROWER's agents and employees regarding environmental matters, including any consultants or experts retained by the BORROWER, all of whom are directed to discuss environmental issues fully and openly with the LENDER or its designated agent and to provide such information as may be requested. All of the costs and expenses incurred by the LENDER with respect to the audits, tests, inspections, and examinations which the LENDER may conduct, including the fees of the engineers, laboratories, and contractors, shall be paid by the BORROWER. The LENDER may, but shall not be required to, advance such costs and expenses on behalf of the BORROWER. All sums so advanced shall bear interest at the highest rate provided with respect to the LOAN.

2. *Duration and Defeasance.* The easement granted hereby shall exist and continue until such time as all sums owed by the BORROWER to the LENDER in connection with the LOAN has been repaid in full and the mortgage granted to the LENDER to secure the LOAN has been released of record. A release of the mortgage shall evidence a termination of the easement.

3. *Enforcement.* The BORROWER acknowledges that no adequate remedy at law exists for a violation of the easement granted hereby and agrees that the LENDER shall have the right to enforce the easement granted hereby by equitable writ or decrees, including temporary and preliminary inactive relief. In the event the LENDER is required to enforce its rights hereunder the BORROWER shall pay all of the LENDER's costs and expenses in connection therewith, including all attorney's fees incurred by the LENDER.

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4. *Assignability.* This easement shall be assignable and shall be considered assigned to whomever holds the indebtedness secured by the mortgage.

5. *Revocability.* This easement is irrevocable and may not be revoked by the BORROWER.

6. *Lender Not Mortgagee in Possession.* The exercise of the rights granted hereunder shall not constitute the LENDER a mortgagee in possession with respect to the REAL PROPERTY.

7. *Construction and Intention.* This easement is intended to be and shall be construed as an interest in the REAL PROPERTY and as an easement in gross. It is not intended to be a personal right of the LENDER or a mere license.

8. *Binding Nature.* This Agreement shall be binding upon the BORROWER AND its successors and assigns and shall benefit the LENDER and its successors and assigns. This Agreement shall be recorded among the Land Records of the local jurisdiction in which the REAL PROPERTY is located.

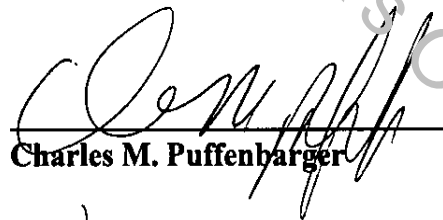
IN WITNESS WHEREOF, the BORROWER executes this Environmental Inspection Easement with the intention of creating an instrument under seal effective as of the date first above written.

**BORROWER (S):**


1411 N. Wicker Park Ave.  
Chicago, Illinois 60622

  
\_\_\_\_\_  
Scott B. Mencke

2201 N. Clybourn Ave.  
Chicago, Illinois 60614

  
\_\_\_\_\_  
Charles M. Puffenbarger

2201 N. Clybourn Ave.  
Chicago, Illinois 60614

  
\_\_\_\_\_  
Kymberlee Puffenbarger

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State of Illinois )  
                          ) SS.  
County of Cook )

I, The Undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared Scott B. Mencke, Charles M. Puffenberger & Kimberlee Puffenberger, known to me to be the same person(s) whose name(s) are subscribed to the above and foregoing Agreement, and acknowledge to me that they executed and delivered the above and foregoing Agreement as their free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of December, 2000.

Maribel Torres  
NOTARY PUBLIC



My Commission Expires:  
8/21/02

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## Exhibit A

THE LAND REFERRED TO IN THIS EASEMENT IS DESCRIBED AS FOLLOWS:

**LOT 26 IN BLOCK 4 OF GEORGE M. HIGH'S SUBDIVISION OF THE EAST ½ OF BLOCK 15 OF SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 10 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

**PERMANENT INDEX #: 14-32-108-026-0000**

**COMMONLY KNOWN AS: 2201 N. Clybourn Avenue  
Chicago, Illinois 60614**