

TRUST DEED

UNOFFICIAL COPY 0010015946

4932/0042 24 004 Page 1 of 9
2001-01-08 15:19:04
Cook County Recorder 37.50

CTTC Trust Deed 7
Individual Mortgagor
One Instalment Note Interest Included in Payment
USE WITH CTTC NOTE 7
Form 807 R.1/95

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MAYWOOD OFFICE



0010015946

This trust deed consists of four pages (2 sheets 2 sides). The covenants, conditions and provisions appearing on subsequent pages are incorporated herein by reference and are a part hereof and shall be binding on the mortgagors, their heirs, successors and assigns.

THIS INDENTURE, made September 1, 1994, between Roasario Cosentino, John Scardino and Gaetano Scardino all individually herein referred to as "Mortgagors" and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holders of the Installment Note hereinafter described, said legal holder or holders being herein referred to as Holders Of The Notes, in the Total Principal Sum of (\$259,200.00)

Two hundred Fifty Nine Thousand Two hundred dollars & no/cent DOLLARS, evidence by one certain Installment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER Louis Zentz and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum and interest from

on the balance of principal remaining from time to time unpaid at the rate of N/a per cent per annum in installments (including principal and interest) as follows: \$1,800.00 Dollars or more on the 1 day of September, 1994 and \$1,800.00 Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1 day of August, 2006. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that each installment unless paid when due shall result in liquidated damages of:

1. \$ 10% PER LATE PAYMENT, or
2. PERCENT OF THE TOTAL MONTHLY PAYMENT, or
3. NO LIQUIDATED DAMAGES FOR LATE PAYMENT,

and all of said principal and interest being made payable at such banking house or trust company in Palatine, Illinois, as holders of the notes may, from time to time, in writing appoint, and in the absence of such appointment, then at the office of Louis Zentz 2102 Linden Lane, Palatine, Illinois, in said city,

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in the consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the, COUNTY OF Cook AND STATE OF ILLINOIS, to wit:

Lot 1 in Block 19 in the Third Addition to Franklin Park, In Sections 21 and 28, Township 40 North, Range 12, East of the Third Principal Meridian, and the East 1/2 of vacated Emerson Avenue Lying North of the North Line of Belmont Avenue,, South of the Southwesterly Lone of Franklin Avenue, and being West of and adjoining the West Line of Lot 1 in Block 19 in the Third Addition to Franklin Park, In Sections 21 and 28, Township 40 North, Range 12, East of the Third Principal Meridian, In Cook County, Illinois.
Pin Number: 12-21-422-001

Exempt from review under Franklin Park document requirements pursuant to Paragraph A (1) of Section 7-10B-4 of the Franklin Park Village Code.



UNOFFICIAL COPY

0010015946 Page 2 of 9

RIDER TO TRUST DEED

This Rider is made part and parcel and is incorporated into the Trust Deed by and between Mortgagee LOUIS ZENTZ and Mortgagor ROSARIO CONSTENTINO, JOHN SCARDINA, GAETANO SCARDINA signed on September 1, 1994, and states as follows:

1. Mortgagor will not install, use, generate, manufacture, produce, store, release, discharge or dispose of or, under or about the Premises, nor transport to or from the Premises, any Hazardous Substance (as defined below) nor allow any other person or entity to do so except in minor amounts and under conditions permitted by applicable laws, regulations and ordinances. Mortgagor covenants and agrees that it has truthfully and fully provided to Mortgagee, in writing, any and all information relating to environmental conditions in, on, under or from the Premises that is known to it and that is contained in its files and records, including but not limited to any reports relating to Hazardous Substances.

2. Mortgagor will keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violations of, any Environmental Law (as defined below).

3. Mortgagor will give prompt written notice to Mortgagee of:

(a) any proceeding, investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property.

(b) all claims made or threatened by any individual or entity against Mortgagor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(c) the discovery by Mortgagor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

4. Mortgagor shall protect, indemnify and hold Mortgagee and its directors, officers, employees, agents, successors and assigns harmless from and against any and all loss, damage, cost, expense and liability (including without limitation reasonable attorney's fees and costs) directly or indirectly arising out of or attributable to the installation, use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a Hazardous Substance on, under or about the Premises, including without limitation: (i) all foreseeable damages including consequential damages; (ii) the costs of any required or

necessary repair, cleanup or detoxification of the Premises; and (iii) the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the satisfaction, release or extinguishment of the lien of this Mortgage, including without limitation any extinguishment of the lien of this Mortgage by foreclosure or deed in lieu thereof.

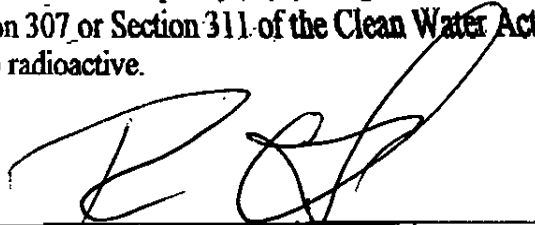
5. If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary or desirable under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, ground-water, surface water or soil vapor at, on, about, under or within the Premises or portion thereof, Mortgagor shall within thirty (30) days after written demand for the performance by Mortgagee (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved by Mortgagee and under the supervision of a consulting engineer approved in advance by Mortgagee. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Mortgagee's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Mortgagor. If Mortgagor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, the Mortgagee may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred with connections therewith (including, without limitation, the reasonable fees and expenses of Mortgagee's counsel), shall be paid by Mortgagor to Mortgagee forthwith after demand and shall be a part of the indebtedness secured hereby.

6. The term "Environmental Law" means and includes, without limitation, any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation the following: the Comprehensive Environmental Response Compensation and Liability Act of 1980, and amended ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Federal Hazardous Materials Transportation Act, as amended; the Toxic Substance Control Act, as amended; the Illinois Environmental Protection Act, as amended; the Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; and the laws, rules, regulations and ordinances of the U.S. Environmental Protection Agency, the Illinois Environmental Protection Agency and the County in which the Premises is located and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation thereof.

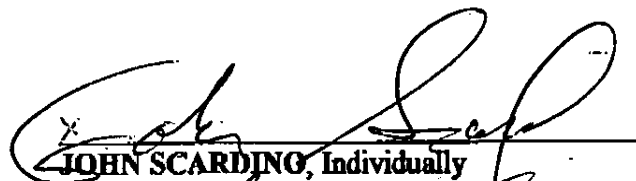
7. The term "Hazardous Substance" means and includes, without limitation: (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances" or "solid waste" in any of the Environmental Laws; (ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (iii) those other substances, materials and wastes which are or become regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board,

UNOFFICIAL COPY

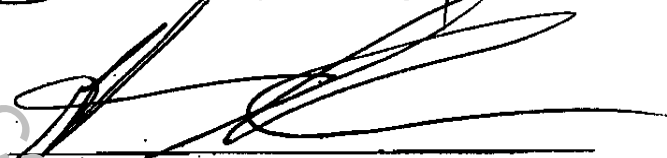
commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (iv) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to Section 307 or Section 311 of the Clean Water Act (33 U.S.C. Sec. 1251 et seq.); (D) explosive; or (F) radioactive.



ROASARIO COSTANTINO, Individually



JOHN SCARDINO, Individually



GAETANO SCARDINO, Individually

Dated: September 1, 1994

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0010015946 Page 5 of 9

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

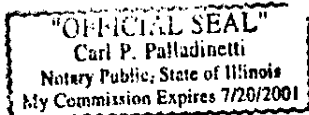
I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that ROSARIO COSENTINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994.



[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

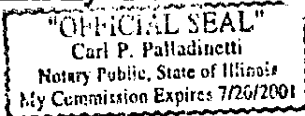
I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that JOHN SCARDINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994.



[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that GAETANO SCARDINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994.



[Signature]
Notary Public

UNOFFICIAL COPY

0010015946 Page 6 of 9

State of Illinois)
) SS
County of Cook)

ENVIRONMENTAL AFFIDAVIT AND INDEMNITY

The undersigned, personally and on behalf of the below-referenced Borrower and/or Guarantors (collectively or alternatively the "Affiant"), each being duly sworn on oath deposes and says:

1. That each Affiant is an owner, officer and/or principal of the following Borrowing entity(ies), to wit: **POINT AUTOMOTIVE**, an Illinois Corporation, and **ROSARIO CONSTENTINO, JOHN SCARDINO, GEATANO SCARDINO**, individually (collectively or alternatively the "Borrowers") and/or is a Guarantor of the below-referenced Loan and as such is familiar with the facts and circumstances contained herein and surrounding that certain commercial real estate mortgage loan as evidenced by the executed Installment Note, Chicago Title Trustee's Deed and Warranty Deed in the amount of **TWO HUNDRED FIFTY NINE THOUSAND TWO HUNDRED DOLLARS, (\$259,000.00)**, dated September 1, 1994, (and other loans or financial accommodations being made by Lender which are secured by the below-referenced Property) (collectively or alternatively the "Loan") which **LOUIS ZENTZ** (the "Lender") is making to Borrower for purposes of providing financing of the Property (hereinbelow identified).

2. That Borrower(s) collectively are the current record title holder to certain commercial real estate commonly known as 9800 W. Belmont, Franklin Park, Illinois and legally described on Exhibit "A" which is attached hereto and specifically made a part hereof (the "Property") which is being pledged and mortgaged by such Borrower(s) to secure the aforesaid Loan. Each Affiant has an economic/pecuniary interest in the Property and is an obligor or personal Guarantor of the aforesaid Loan.

3. That, to the best of each Affiant's knowledge upon reasonable inquiry, there exist no violations of municipal, county, state or federal laws, ordinances, codes, or regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, *et seq.*, as amended ("CERCLA") pertaining to the Property or in the use and occupancy thereof.

4. That to the best of each Affiant's knowledge upon due investigation, there are no Hazardous Materials or toxic contaminants or substances located in, on, under or about the Property, or in any buildings or structures currently located on the Property, which are or could be or could become detrimental to the Property or otherwise to human health or the environment generally or which are or could become a violation of any applicable laws or

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

0010015946 Page 7 of 9

regulations. For purposes herein, the term "Hazardous Material" means and includes, asbestos, PCB's and any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) CERCLA, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, related to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect.

5. That there are no pending nor, to the best of each Affiant's knowledge, intended or threatened actions, suits or proceedings pending or threatened by any court, regulatory or governmental agency, or public board or body against or affecting the Property.

6. That this Affidavit, including the indemnity set forth herein, is given to induce Lender to provide such mortgage loan financing and to disburse the proceeds thereof and the Affiant acknowledges that Lender is relying upon this Affidavit in providing and funding such financing.

7. That each Affiant, jointly and severally, shall forever save, defend, indemnify and hold the Lender harmless from any and all claims, demands, losses, liabilities, actions, lawsuits, fines or clean-up costs, and other proceedings, judgements, awards, decrees, costs and expenses (including reasonable attorney's fees), arising directly or indirectly, in whole or in part, out of or in any way relating to (i) breach of any of the representations, warranties or covenants of Affiant herein contained or (ii) the act and omissions whether negligent, willful or otherwise, of Affiant, or any of its officers, directors, agents, subagents, employees, in connection with the subject matter hereof or (iii) as a result of ownership of the Property or any interest therein, or (iv) as a result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Property or into or upon any land, the atmosphere, or any watercourse, body of water or wetland, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under CERCLA and any so-called "Superfund" or "Superlien" law, or any other Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards on conduct concerning, any Hazardous Material), regardless of whether or not caused by, or within the control of, the Affiant. The provisions of and undertakings and indemnification set out in this instrument, including in particular this Paragraph, shall bind each Affiant and his or her respective heirs, successors, assigns and personal representatives and shall survive the termination of this Environmental Affidavit and Indemnity and repayment of the aforesaid Loan.

8. That Affiant shall notify Lender, within five (5) days of its respective receipt thereof by Affiant, of any notices of violations of intended or pending actions, suits or proceedings by any Court, regulatory or governmental agency, or public board or body against or affecting the Property.

UNOFFICIAL COPY

0010015946 Page 8 of 9

9. This instrument may be executed and delivered by the various Affiants to Lender in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed a single instrument.

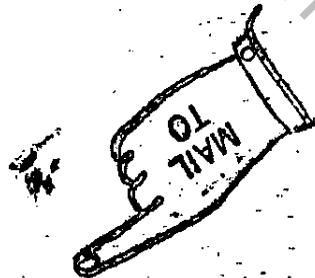
10. The Affiants take the Property with the knowledge that the ground soil is contaminated and may need to be remediated now or in the future. Affiants agree to take the property "AS IS" and hold the Lender harmless as outlined in the Rider to Trust Deed executed by Affiants.

Dated effective as of the 1ST day of September, 1994.

[Signature]
ROSAURO CONSTENTINO, Individually

[Signature]
JOHN SCARDINO, Individually

[Signature]
GAETANO SCARDINO, Individually



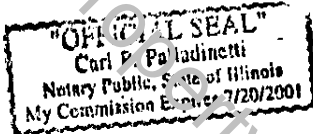
POINT AUTOMOTIVE INC
9800 W. BELMONT AVE.
FRANKLIN PARK, IL 60131

UNOFFICIAL COPY

0010015946 Page 9 of 9

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that ROSARIO COSENTINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994..

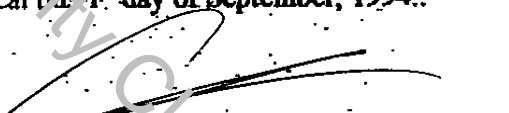



Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

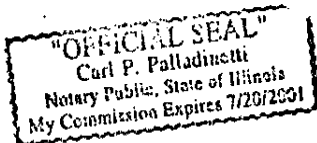
I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that JOHN SCARDINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994..




Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for and residing on said County and State, DO HEREBY CERTIFY, that CARSTINO SCARDINO personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person and he appeared before this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act. GIVEN under my hand and official seal this 1st day of September, 1994..




Notary Public