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RECORDATION REQUESTED BY:

Pacific Global Bank
2323 S. Wentworth Avenue
Chicago, IL 60616

0030232890

5280/0200 44 001 Page 1 of 6
2003-02-19 15:25:26
Cook County Recorder 34.50



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WHEN RECORDED MAIL TO:

Pacific Global Bank
2323 S. Wentworth Avenue
Chicago, IL 60616

SEND TAX NOTICES TO:

Pacific Global Bank
2323 S. Wentworth Avenue
Chicago, IL 60616

FOR RECORDER'S USE ONLY

This Hazardous Substances Agreement prepared by:

Edward Yum
Pacific Global Bank
2323 S. Wentworth Avenue
Chicago, IL 60616

STEWART TITLE OF ILLINOIS
2 N. LaSALLE STREET
SUITE 1920
CHICAGO, IL 60602

6

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated December 16, 2002, is made and executed among and Pacific Global Bank, 2323 S. Wentworth Avenue, Chicago, IL 60616 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Cook County, State of Illinois:

LOT 24 IN BLOCK 9 IN JAMES D LEHMEN'S SUBDIVISION OF BLOCK 9 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3257 S Archer Ave, Chicago, IL 60608. The Real Property tax identification number is 17-31-212-025

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with

TM 74184

provided by law.

to the extent permitted by applicable law. Indemnitior also will pay any court costs, in addition to all other sums obtained (including foreclosure reports), surveys' reports, and appraisal fees and title insurance, injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' covered by this paragraph include, without limitation, however subject to any limits under applicable law, demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this

or bound by the alteration or amendment. this Agreement shall be effective unless given in writing and signed by the party or parties so right to be charged and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of any foreclosure, whether judicial or nonjudicial, of the Property, and (c) any delivery of a deed in lieu of foreclosure

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the indebtedness, (B) the amounts incurred to the date of such notice.

incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of or other proceeding, and indemnitior shall pay such liability, losses, claims, damages and expenses to Lender as so with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments indemnitior for indemnitior's obligations under this Agreement as they become due to Lender. Such liabilities, PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitior intends that Lender shall have full recourse to

analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports. and the Property and the operations conducted on the Property, including without limitation results of laboratory in Indemnitior's possession or to which it has access relating to Hazardous Substances or Environmental Laws Access to Records. Indemnitior shall deliver to Lender, at Lender's request, copies of any and all documents

obligations under this Agreement when such performance is due. reduced or threatened or that may impair, or threaten to impair, Indemnitior's ability to perform any of its prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably

Environmental Laws and to the Property or the operations conducted on the Property.

(4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or the Property.

(3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on Property.

(2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the

any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.

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HAZARDOUS SUBSTANCES AGREEMENT

Loan No: 20045-02

(Continued)

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Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Agreement has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided or required by law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous

Borrower

X

Borrower

X

BORROWER:

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED DECEMBER 16, 2002.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Property. The word "Property" means all of Indemitor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Lender. The word "Lender" means Pacific Global Bank, its successors and assigns.

obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

by Lender to discharge Indemitor's obligations or expenses incurred by Lender to enforce Indemitor's consolidation of and substitutions for the Note or Related Documents and any amounts expended or advanced payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, **Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses incurred under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidation of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemitor's obligations or expenses incurred by Lender to enforce Indemitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential **Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, laws, rules, or regulations adopted pursuant thereto.

Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, regulations and ordinances relating to the protection of human health or the environment, including without **Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, attached to this Hazardous Substances Agreement from time to time, together with all exhibits and schedules **Collateral.** The word "Collateral" means all of Indemitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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HAZARDOUS SUBSTANCES AGREEMENT

Loan No: 20045-02

(Continued)

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LENDER:

X _____
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF COOK)

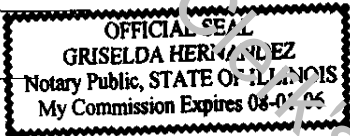
On this day before me, the undersigned Notary Public, personally appeared Yumi Dong
Single never married
, to me known to be the individual(s) described in and who executed the , and acknowledged that he or she/they signed the as his or her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day of December, 20 02

By Griselda Hernandez Residing at _____

Notary Public in and for the State of IL

My commission expires _____



Property of Cook County Notary Public's Office

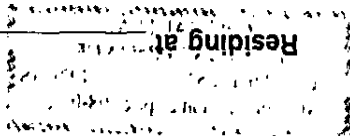
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My commission expires _____

Notary Public in and for the State of _____

By _____



Lender.

that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the authorized agent for the Lender that executed the within and foregoing instrument and

Public, personally appeared _____ and known to me to be the _____ day of December, 2002 before me, the undersigned Notary

COUNTY OF COOK

STATE OF IL

)
) SS
)

LENDER ACKNOWLEDGMENT