

BOX 260



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1156483  
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WHEN RECORDED MAIL TO:

Parkway Bank and Trust Company  
4800 N. Harlem Avenue  
Harwood Heights, IL 60706

SEND TAX NOTICES TO:

William C. Fiedler and Christine Fiedler  
333 Charing Cross Rd.  
Elk Grove Village, IL 60007

FOR RECORDER'S USE ONLY

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BMR

This Hazardous Substances Certificate and Indemnity Agreement prepared by:

David F. Hyde  
4800 N Harlem  
Harwood Heights, IL 60656

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED APRIL 21, 2000, IS MADE BY William C. Fiedler and Christine Fiedler, husband and wife, as joint tenants (referred to below as "Borrower"), and Parkway Bank and Trust Company (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:

**DEFINITIONS.** The following words shall have the following meanings when used in this Agreement. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Agreement.** The word "Agreement" means this Hazardous Substances Certificate and Indemnity Agreement, as this Hazardous Substances Certificate and Indemnity Agreement may be modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Certificate and Indemnity Agreement

**Borrower.** The word "Borrower" means individually and collectively William C. Fiedler and Christine Fiedler.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and other applicable state or federal laws, rules, or regulations adopted pursuant to any of the foregoing.

**Hazardous Substance.** The words "Hazardous Substance" are used in their very broadest sense and refer to materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. "Hazardous Substances" include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Lender.** The word "Lender" means Parkway Bank and Trust Company, its successors and assigns.

**Loan.** The word "Loan" or "Loans" means and includes without limitation any and all commercial loans and financial accommodations from Lender to Borrower, whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or

ATGF, INC.

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

(c) 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 any violation of Environmental Laws in connection with the Property operations conducted on the Property.

(b) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or under applicable Environmental Laws.

(a) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority

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

the Agreement as Lender deems necessary and appropriate.

as Borrower's attorney-in-fact with full power to perform such of Borrower's obligations under this section of Borrower under any Environmental Law or to any third party. Borrower hereby irrevocably appoints Lender agent of Borrower and shall not by reason of such performance be deemed to be assuming any responsibility Agreement. In performing any such obligations of Borrower, Lender shall at all times be deemed to be the intend that Lender shall have full recourse to Borrower for any sum at any time due to Lender under this the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Borrower and otherwise under this Agreement shall be reimbursed by Borrower to Lender upon demand with interest at such obligations at Borrower's expense. All such costs and expenses incurred by Lender under this section Borrower's obligations under this section of the Agreement, Lender may (but shall not be required to) perform Property or operations of any Occupant on the Property. In the event Borrower fails to perform any of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority preventive, investigatory or remedial action (including emergency response, removal, containment and other Substances if Borrower uses or encounters any. Borrower, at Borrower's expense, shall undertake any and all Preventive, Investigatory and Remedial Action. Borrower shall exercise extreme care in handling Hazardous

and shall notify Lender of any expiration or revocation of such permits or authorizations.

furnish Lender with copies of all such permits and authorizations and any amendments or renewals thereof

authorizations required by Environmental Laws with respect to such Property or operations. Borrower shall

under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and

thereon to comply with all Environmental Laws and orders of any governmental authorities having jurisdiction

**Compliance with Environmental Laws.** Borrower shall cause the Property and the operations conducted

refine, transport, treat, store, handle or dispose of any Hazardous Substances.

**Use Of Property.** Borrower will not use and does not intend to use the Property to generate, manufacture,

covenants with Lender as follows:

**AFFIRMATIVE COVENANTS.** Subject to disclosures made and accepted by Lender in writing, Borrower hereby

other natural resources.

or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or

spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters

or unintentional action or omission on, under, or about the Property which has resulted in the releasing,

oral, from any agency or department of any county or state or the U.S. Government concerning any intentional

**No Notices.** Borrower has received no summons, citation, directive, letter or other communication, written or

PCB or other Hazardous Substances, whether used in construction or stored on the Property.

**Hazardous Substances.** After due inquiry and investigation, Borrower has no knowledge, or reason to

believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos,

release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

**Use Of Property.** After due inquiry and investigation, Borrower has no knowledge, or reason to believe, that

accepted by Lender in writing:

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and

The Real Property or its address is commonly known as 923 W. Belmont Ave., Chicago, IL 60007. The Real

Property tax identification number is 14-29-204-039-1005.

elements.

Condominium recorded as Document 85218778 together with its undivided percentage in the common

Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "B" to the Declaration of

subdivision of the East 1/2 of Section 29, Township 40 North Range 14 East of the Third Principal

feet of that part of the North 1/4 of Block 1 lying West of Green Bay Road in Canal Trustee's

The West 5.05 feet of Lot 10 and all of Lots 11 to 15 in Meiswinkler's Subdivision of the West 768.37

Unit C-923, in West Condominium as delineated on as survey of the following described Real Estate:

located in Cook County, the State of Illinois:

**Property.** The word "Property" means the following described real property, and all improvements thereon

utilizing the Property, whether as owner, tenant, operator or other occupant.

(Continued)

Loan No 10  
04-21-2000

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

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

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

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

**Inspections.** Lender reserves the right to inspect and investigate the Property and operations thereon at any time and from time to time, and Borrower shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Borrower or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Borrower to furnish Lender at Borrower's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person.

**BORROWER'S WAIVER AND INDEMNIFICATION.** Borrower hereby indemnifies and holds harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents against any and all claims demands, losses, liabilities, costs and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property or any other operations of Borrower or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, or (b) on account of injury to any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant contained in this Agreement, (ii) the violation of any Environmental Laws, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill disposal or other handling of Hazardous Substances on the Property, (iv) the contamination of any of the Property by Hazardous Substances by any means whatsoever (including without limitation any presently existing contamination of the Property), or (v) any costs incurred by Lender pursuant to this Agreement. In addition to this indemnity, Borrower hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO BORROWER.** Lender and Borrower intend that Lender shall have full recourse to Borrower for Borrower's obligations hereunder as they become due to Lender under this Agreement. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Borrower shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

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

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

**Applicable Law.** This Agreement has been delivered to Lender and accepted by Lender in the State of Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.



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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.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is 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 any party of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, shall constitute a waiver of any of Lender's rights or any of Borrower's obligations as to any future transactions. Whenever consent by Lender is required in 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. Borrower hereby waives notice of acceptance of this Agreement by Lender.

INDEMNITOR:

X William C. Fedler  
William C. Fedler  
X Christine Fedler  
Christine Fedler

LENDER:

Parkway Bank and Trust Company

By: \_\_\_\_\_  
Authorized Officer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Illinois )

00318782

) ss

COUNTY OF Cook )

On this day before me, the undersigned Notary Public, personally appeared **William C. Fiedler and Christine Fiedler**, to me known to be the individuals described in and who executed the Hazardous Substances Certificate and Indemnity Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of April, 2000  
By [Signature] Residing at 420 S. Green St. #1016 IL 60016

Notary Public in and for the State of Illinois

My commission expires 06/03/2001

"OFFICIAL SEAL"  
David G. Gaborek  
Notary Public, State of Illinois  
My Commission Exp. 06/03/2001

**LENDER ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_