

UNOFFICIAL COPY

09149282

9523/0065 20 001 Page 1 of 6  
1999-12-09 11:24:00  
Cook County Recorder 59.00



Property of Cook County

I, James M. [Signature] OF CHICAGO TITLE INSURANCE COMPANY CERTIFIES THAT  
THE Hazard Insurance Certificate & Endorsement made by Debutant  
DATED 3/30/99 IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL DOCUMENT

SIGNATURE

[Signature]

22 Elm. St and Cole  
Seymour Park

[Signature]

I, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE  
STATE AFORESAID, CERTIFIES, THAT [Signature] OF CHICAGO TITLE  
INSURANCE COMPANY PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE  
NAME IS SUBSCRIBED TO IN THE FOREGOING INSTRUMENT RESPECTIVELY,  
APPEARED BEFORE ME THIS DATE IN PERSON AND ACKNOWLEDGED THAT THEY  
SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND  
VOLUNTARY ACT, FOR THE USER AND PURPOSES THEREIN.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 8 DAY OF April 1999

[Signature]  
"OFFICIAL SEAL"  
WANESSA A. LATSON  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES MAY 13, 2000

NOTARY PUBLIC

RECORDATION REQUESTED BY:

UNOFFICIAL COPY

COLE TAYLOR BANK  
5501 W. 79th Street  
Burbank, IL 60459

09149282

WHEN RECORDED MAIL TO:

COLE TAYLOR BANK  
5501 W. 79th Street, 4<sup>th</sup> Floor  
Burbank, IL 60459

SEND TAX NOTICES TO:

Dearborn and Elm, L.L.C.  
c/o LR Development Company  
350 W. Hubbard, Suite 301  
Chicago, IL 60610

FOR RECORDER'S USE ONLY

This Hazardous Substances Certificate and Indemnity Agreement prepared by:

Cole Taylor Bank (Loan Services - CL)  
P.O. Box 909743  
Chicago, IL 60690-9743

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED March 30, 1999, IS MADE BY Dearborn and Elm, L.L.C., an Illinois Limited Liability Company (referred to below as "Borrower", sometimes as "Grantor"), and Bruce C. Abrams, Inc. d/b/a LR Development Company (referred to below as "Indemnitor", sometimes as "Guarantor"), and COLE TAYLOR BANK (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 Dearborn and Elm, L.L.C., its successors and assigns.

**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.

**Grantor.** The word "Grantor" means individually and collectively Dearborn and Elm, L.L.C., its successors and assigns

**Guarantor.** The word "Guarantor" means individually and collectively Bruce C. Abrams, Inc. d/b/a LR Development Company, its successors and assigns

**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

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BOX 333-CTI

1L 9910359 LPA Ball

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to perform such of their obligations under this section of the Agreement as Lender deems necessary and appropriate.

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

**09149282**

(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 under applicable Environmental Laws.

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

(d) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or 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 and Guarantor shall deliver to Lender, at Lender's request, copies of any and all documents in their 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 and Guarantor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Borrower and Guarantor, 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 and Guarantor to furnish Lender at their 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 and Guarantor or to any other person.

**BORROWER'S AND GUARANTOR'S WAIVER AND INDEMNIFICATION.** Borrower and Guarantor hereby indemnify 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 and Guarantor 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 and Guarantor hereby release and waive all present and future claims against Lender for indemnity or contribution in the event they become liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO BORROWER AND GUARANTOR.** Lender, Borrower, and Guarantor intend that Lender shall have full recourse to them for their 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 they 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

STREET ADDRESS: 22 28<sup>th</sup> W. IRLM STREET  
CITY: CHICAGO COUNTY: COOK  
TAX NUMBER: 17-04-407-003-0000

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LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTH 37 FEET OF LOT 10 (EXCEPT THE WEST 69 FEET 4 1/4 INCHES THEREOF) IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE WEST 38 FEET 7 1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

THE EAST 30 FEET 9 INCHES OF THE WEST 69 FEET 4 1/4 INCHES OF THE SOUTH 37 FEET OF LOT 10 IN WALTER L. NEWBERRY'S SUBDIVISION OF BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 9 (EXCEPT THE NORTH 23 FEET THEREOF) AND LOT 10 (EXCEPT THE SOUTH 37 FEET THEREOF) IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

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PARCEL 5:

THE SOUTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO, IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL 6:

THE NORTH 1/2 OF LOT 8 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 7:

THE SOUTH 1/2 OF LOT 7 IN BLOCK 24 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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WITNESS my hand and seal, this 15TH day of FEBRUARY 19 99

In presence of

Richard J. Mooney (SEAL)

Regina M. Cote (SEAL)

STATE OF ILLINOIS

COOK

COUNTY

} ss

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT RICHARD J. MOONEY, PRESIDENT OF HAYES MECHANICAL INC., IS personally known to me to be the same person AS whose name IS subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 15TH day of FEBRUARY 19 99



Regina M. Cote  
Notary Public.

This instrument prepared by:

Return this document to:

Name REGINA M. COTE' - HAYES MECHANICAL INC.

Name \_\_\_\_\_

Address 2160 N. ASHLAND AVENUE  
CHICAGO, ILLINOIS 60614

Address \_\_\_\_\_



STREET ADDRESS: 21-23 W. ELM STREET  
CITY: CHICAGO  
TAX NUMBER: 17-04-407-003-0000

COUNTY: COOK

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