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TRUST DEED

90214119

THE ABOVE SPACE FOR RECORDERS USE ONLY

THIS INDENTURE, Made April 26, 1990, between Parkway Bank & Trust Co., Harwood Heights, Illinois, an Illinois Banking Corporation, not Personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated April 2, 1990 and known as trust number 9615, herein referred to as "First Party," and PARKWAY BANK AND TRUST COMPANY

herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of ---ONE HUNDRED EIGHTY THOUSAND AND NO/100ths.-----
-----(\$180,000.00)-----

made payable to the order of BEARER and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum and interest from Date of Disbursement on the balance of principal remaining from time to time unpaid at the rate of 10-1/2 per cent per annum in instalments as follows: --One Thousand Seven Hundred Ninety Seven and 10/100ths.-----(\$1,797.10)-----

Dollars on the 5th day of JUNE 19 90 and --One Thousand Seven Hundred Ninety Seven and 10/100ths.-----(\$1,797.10)-----

Dollars on the 5th day of each And Every 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 5th day of MAY, 1993.

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 the principal of each instalment unless paid when due shall bear interest at the rate of 13-1/2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of PARKWAY BANK AND TRUST COMPANY 4800 N. Harlem Avenue, Harwood Heights, Illinois 60656

NOW, THEREFORE, First Party 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 also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, remise, release, alien and convey unto the Trustee, its successors and assigns, the ~~part~~ ^{entire} interest in and to the state situated, lying and being in the COUNTY OF Cook AND STATE OF ILLINOIS.

4977 TRAN 3350 05/08/90 15:15:00
40105 F * -90-214119
COOK COUNTY RECORDER

LOT 2 (except the East 44.42 feet thereof) in Elmore's Addition to Ardmore Manor being a Subdivision in the East 1/2 of the NorthWest 1/4 of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, PROPERTY INDEX NUMBERS

ALSO 13-08-105-016-0000
"A" "SEA" "BLK" "PCL" "UNIT"

LOTS 7 and 8 in Elmore's Addition to Ardmore Manor, being a subdivision in the East 1/2 of the NorthWest 1/4 of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NUMBERS:
13-08-105-006 and
13-08-105-007

THIS INSTRUMENT PREPARED BY
ARMELLA A. RATAJ
4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

which, with the property hereinafter described, is referred to hereth as the "premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment, or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Until the indebtedness aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the notes; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) refrain from making material alterations in said premises except as required by law or municipal ordinance; (7) pay before any penalty attaches all general taxes, and pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and upon written request, to furnish to Trustee or to holders of the note duplicate receipts therefor; (8) pay in full under protest, in the manner provided by statute, any tax or assessment which First Party may desire to contest; (9) keep all buildings and improvements now

XL-804990-23 Rider attached hereto and made a part thereof

LAND TITLE CO.

NAME PARKWAY BANK & TRUST CO.
STREET 4800 N. HARLEM AVE.
CITY HARWOOD HEIGHTS, IL 60656
BOX 282

5577-79 Northwest Highway
Chicago, Illinois 60630

90214119

167 Mail

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or hereafter situated on said premises insured against loss or damage by fire, lightning or wind storm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or rebuilding the insured premises secured hereby, all in sum...

2. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate...

3. At the option of the holders of the note and without notice to First Party, its successors or assigns, all unpaid indebtedness secured by this trust deed shall, notwithstanding anything in the note or in this trust deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or (b) in the event of the failure of First Party or its successors or assigns to do any of the things specifically set forth in paragraph one hereof and such default shall continue for three days, said option to be exercised at any time after the expiration of said three day period.

4. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, guarantee policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceedings, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or the preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

5. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any surplus to First Party, its legal representatives or assigns, as their rights may appear.

6. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when First Party, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and a deficiency.

7. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

8. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

9. Trustee shall release this trust deed and the lien thereon by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor Trustee, such successor Trustee may accept as the genuine note herein described any note which bears a certificate of authentication purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party; and where the release is requested of the original Trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of First Party.

10. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

30214119

THIS TRUST DEED is executed by PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said PARKWAY BANK AND TRUST COMPANY) hereby warrants that it possesses full power and authority to execute this instrument, and it expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said PARKWAY BANK AND TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as said First Party and its successors and said PARKWAY BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said note and the owner, or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, PARKWAY BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, the day and year first above written.

PARKWAY BANK AND TRUST COMPANY As Trustee as aforesaid and not personally.

By Rosanne Dale VICE-PRESIDENT-TRUST OFFICER
Attest Dorothy A. Loner ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS ss. The Undersigned
COUNTY OF COOK a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that Rosanne Dale Asst. Vice-President-Trust Officer

of Parkway Bank and Trust Company, Dorothy A. Loner Assistant Vice President of Parkway Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

OFFICIAL SEAL
GIVEN under my hand and Notarial Seal this
GLORIA WIELGOS April 26TH
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG 25, 1991

A.D. 19 90
Gloria Wielgos
Notary Public

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IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified
PARKWAY BANK AND TRUST COMPANY
herewith under Identification No. 3618

Amelia A. Roney Trustee

Rider attached hereto and made a part thereof

IN THE EVENT OF THE COMMENCEMENT OF JUDICIAL PROCEEDINGS TO FORECLOSE THIS MORTGAGE, MORTGAGOR DOES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS OF REDEMPTION GRANTED BY LAW FOR ANY PROCEEDING FROM ANY FORECLOSURE OF THIS MORTGAGE ON BEHALF OF MORTGAGOR AND EACH AND EVERY PERSON IT MAY LEGALLY BIND ACQUIRING ANY INTEREST IN OR TITLE TO THE PREMISES PRIOR TO THE DATE OF THE EXECUTION OF THIS MORTGAGE, AND MORTGAGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, AND FOR ALL IT MAY LEGALLY BIND, AGREES THAT WHEN ANY JUDGMENT OF FORECLOSURE OF THIS MORTGAGE SHALL BE ENTERED, ANY AUTHORIZED PERSON MAY IMMEDIATELY EXECUTE AND DELIVER TO THE PURCHASER AT A SALE, A DEED COMMEMORATING THE SALE, SHOWING THE AMOUNT PAID THEREON, AND IF PURCHASED BY A PERSON IN WHOSE FAVOR THE ORDER OR DECREE IS ENTERED, THE AMOUNT OF HIS BID THEREON, FURNISHING THE NECESSARY INSTRUMENTS FOR THE PURCHASER TO TAKE PLAC

THIS TRUST DEED DATED APRIL 26, 1990 BETWEEN PARKWAY AND TRUST COMPANY AS TRUSTEE UNDER TRUST NO. 9615 DATED APRIL 1, 1990

and remedies granted to the holder hereof. A "LATE CHARGE" the foregoing title being in addition to all other rights per cent of the principal and interest amount of such delinquency) payment as the holder hereof shall be liable to make a payment of any installment of principal and interest as agreed, and such default continues for 11 days, in the event the mortgagor fails to make a payment of any installment of mortgage debt to extend the loan beyond its original maturity. (5) A renegotiation fee of ONE (1) per cent of the current loan balance will be due and payable to the bank for each extension of the event the change in interest rate.

(6) The monthly payment after each extension shall be adjusted to reflect any securities maturing in approximately THREE (3) YEARS. The mortgage rate or yield rate then applicable to United States Government adjusted only to a level that is four percentage (4%) points higher than the mortgage rate. If the rate is to be increased, it may continue to effect the same rate. If the rate is to be decreased, it may extend; the bank may elect to lower or increase the interest rate or to (3) provided, however, that each time the mortgagor exercises the option to continue to be based upon the original amortization period. (2) At the end of six (6) years, the mortgagor, at their option may extend the term of this loan for yet an additional THREE (3) YEARS, with payments based on the original amortization period. (1) At maturity, the mortgagor, at their option may extend the term of this loan for yet an additional THREE (3) YEARS, with payments continued to be

TERM OF LOAN: THREE (3) YEARS SUBJECT TO THE FOLLOWING:

due and payable in full without notice to anyone. Instrument, together with accrued interest thereon, shall immediately become the property of the holder of the note, and the entire unpaid balance due on or under this instrument shall be secured by this instrument, then at the option of the holder of the note, without the prior written approval of the lender, the mortgagor shall execute and deliver to the lender, in the event of the sale of the property, execution of articles of agreement, transfer of title or change in the beneficial ownership of the property, and understood by and between the parties hereto that the original principal amount of the loan.

The underwriter reserves the right to repay this note in whole or in part at any time, but the mortgagor may require payment of not more than six (6) months advance interest on that part of the aggregate amount of all payments on the note in one year, which exceeds twenty per cent (20%) of

omit to do hereunder. The underwriter shall have the right to advance other moneys for said purposes, including the mortgage or better to advance other moneys for said purposes, payment of the same and nothing herein contained shall be construed as to inquire into the validity of any said taxes before making additional funds as may be necessary to pay such taxes and assessments premiums in full. It shall not be obligatory upon the mortgagor or better within ten (10) days after receipt of demand therefore pay and deposit such and deposited are insufficient to pay for such purposes, the mortgagor shall premium next due and payable when they become due. If the funds so paid interest and are to be used for the payment of taxes and assessments on said mentioned. Such tax deposits are to be held without any allowance of and including the date of the first deposit in this paragraph hereinafter succeeding the year for which all taxes and assessments have been paid to said premises, on an accrued basis, for the period from January 1, ascertainable or as estimated by the mortgagor, for taxes and assessments on with mortgage or better an amount based upon the taxes and assessments the mortgagor, concurrently with the distribution of the loan, will also deposit to one-twelfth (1/12th) of the annual taxes and assessments levied against independence secured by the mortgage is fully paid, an additional sum equal or better hereof, on each principal installment payment date, until the the underwriter, mortgagor(s) covenant and agree to pay to the mortgagor

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Borrowers will not use, generate, manufacture, produce, store, release discharge or dispose of on, under or about the Premises or transport to or from the premises any hazardous substance (as defined herein) or allow any other person or entity to do so.

- (2) Keep and maintain the premises in compliance with, and shall not cause or permit the premises to be in violation of any Environmental law (as defined herein) or allow any other person or entity to do so.
- (3) Give prompt written notice to Mortgagee of:
- (I) any proceeding or inquiry by a governmental authority whether Federal, State, or Local, with respect to the presence of any hazardous substance on the Premises or the migration thereof from or to other property;
 - (II) all claims made or threatened by any third party against Mortgagor or any entity affiliated with it or the Premises relating to any loss or injury resulting from any hazardous substance; and
 - (III) the discovery by Mortgagor or any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could 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) Recognize Mortgagee's right to join and participate in as a party if it so elects, any legal proceedings or actions initiated in connection with the Environmental law and Mortgagor hereby agrees to pay any attorney's fees thereby incurred by the Mortgagee in connection therewith.
- (5) Indemnify, defend, and hold harmless Mortgagee, its directors, officers, employees, agents, contractors, attorneys, other representatives, successors, and assigns from and against any and all loss, damage, cost, expense or liability, including by way of illustration and not limitation, reasonably attorney's fees and court costs, directly or indirectly or arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge disposal, or presence of hazardous substance on, under or about the premises, including without limitation; (a) all foreseeable consequential damages, and (b) the costs of any required or necessary repair, cleanup or detoxification of the premises, and the preparation and implication of any closure, remedial or other required plans. This indemnity and covenant shall survive the reconveyance of the lien of this Mortgage, or the extinguishment of such lien by foreclosure or action in lieu thereof.
- (6) In the event of any investigation, site, monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature whatsoever (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of or in connection with the current or future presence, suspected presence, release or suspected release of a hazardous substance in or into the air, soil, ground water, surface water or soil vapor at, on, about, under or within the Premises, or any portion thereof, Mortgagor shall, within thirty (30) days after written demand for performance thereof by Mortgagee or other party or governmental entity or agency (or such shorter period of time as may be required under any applicable law, regulation, order or agreement) commence to perform, or cause to be commenced and thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Mortgagee, and under the supervision of a consulting engineer approved in advance in writing by Mortgagee. All costs and expenses of such Remedial Work shall be paid by the Mortgagor, including, without limitation, the charges of such contractor and the consulting engineer, and Mortgagee's reasonable attorney's fees and costs incurred in connection with the monitoring or review of such Remedial Work. In the event that Mortgagor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion such Remedial Work, Mortgagee may, but shall not be required to, cause such Remedial Work to be performed and all cost and expenses thereof incurred in connection therewith shall become part of the indebtedness secured thereby.

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(7) Without Mortgagee's prior written consent, which shall not be unreasonably withheld, Mortgagor shall not take any remedial action in response to the presence of any hazardous substance on, under, or about the Premises, nor enter into any settlement, agreement, consent decrees, or other compromise in respect to any hazardous substance claims. Said consent may be withheld, without limitation, if Mortgagor in its reasonable judgement, determines that said remedial action, settlement consent, or compromise might impair, the value of Mortgagee's security hereunder and the loan Documents, specified in the agreement; provided, however that Mortgagee's prior consent shall not be necessary in the event that the presence of hazardous substances in, on, under, or about the Premises, either poses an immediate threat to the health, safety, or welfare of any individual or is of such a nature that an immediate remedial response is necessary, and it is not possible to obtain Mortgagee's consent before taking such action, provided that in such event Mortgagor notify Mortgagee as soon as practicable of any action so taken. Mortgagee agrees not to withhold its consent, when such consent is required hereunder, if either (a) a particular remedial action is ordered by a court of competent jurisdiction; or (b) Mortgagor establishes to the reasonable satisfaction of the Mortgagee that there is no reasonable alternative to such remedial action that would result in materially less impairment of Mortgagee's security under this Mortgage, the Agreement and the Loan documents specified therein.

For the purpose of this Paragraph, the following terms shall have the meaning as set forth below:

(a) Environmental Laws shall mean any federal, state, or local law statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the premises, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq. and the Resource Conservation and Recovery Act of 1976, as amended ("RCRA") 42, U.S.C. Section 6901 et seq.

(b) The term Hazardous Substance shall include without limitation:

(i) Those substances included within the definitions of any one or more of the terms "hazardous substances", "hazardous material", "toxic substances" and "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq and in the regulations promulgated pursuant to said laws or under applicable state law;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.010 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (49 CFR, Part 302 and amendments thereof);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state, or federal laws, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and

(iv) Any material, waste, or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "Hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1321k et seq (33 U.S.C. Section 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317) (E) flammable explosives; or (F) radioactive materials.

Provide Mortgagee, within fourteen (14) days after Mortgagee's written request therefor with (i) a written history of the use of the Premises, including in particular, but not in limitation any past military, industrial, or landfill use of the Premises and specifically indicating in such response the presence, if any of underground storage tanks (ii) if such underground storage tanks do exist, evidence of maintenance and repair thereof, copies of any and all clean-up or removal orders issued by any federal, state, or local governmental agency, and, if needed in Mortgagee's judgment, evidence of removal of such underground storage tanks and (iii) written indications from the regional office of the federal Environmental Protection Agency, and any state Environmental Protection Agency whether the Premises have been used for the purpose of oil, hazardous waste, any toxic substance, or any Hazardous substance.

The Trustee in executing the document specifically EXCLUDES HAZARDOUS WASTE RIDER, PAGES 1. & 2.

in its entirety, of this document as though it did not exist thereon relative to the Trustee's execution hereof and SPECIFICALLY EXCLUDES all references to any environmental condition of the premises under the ILLINOIS ENVIRONMENTAL PROTECTION ACT or otherwise.

The beneficiary of this Trust, as management and control of the premises and as such, has the authority on its/their own behalf to execute as environmental representative but not as agent for on behalf of the Trustee

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