

RECORDATION REQUESTED BY:

Parkway Bank and Trust Company  
4800 N Harlem  
Harwood Heights, IL 60656

WHEN RECORDED MAIL TO:

Parkway Bank and Trust Company  
4800 N Harlem  
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

Burkhart and Oehlerting, Inc.  
14 N 808 Route 25  
East Dundee, IL 60118

91614228

115.00

11/21/91 10:45:00  
112116 81-614228  
RECORDED

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED NOVEMBER 12, 1991, IS MADE BY Burkhart and Oehlerting, Inc. (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 Burkhart and Oehlerting, Inc., 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. 99-409 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1001, et seq., the Resource Conservation and Recovery Act, 40 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.

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

**Loan.** The word "Loan" or "Loans" means and includes any and all 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 utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means the following described real property, and all improvements thereon located in Cook County, the State of Illinois:

Lot 18 in Block 1 in Streamwood Green Unit Six, being a subdivision of part of the East 1/2 of the Northwest 1/4 of Section 24, Township 41 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded February 23, 1984 as document no. 26980571, in Cook County, Illinois.

The Real Property or its address is commonly known as 132 Azalea Circle, Streamwood, IL 60107. The Real Property tax identification number is 06-24-116-018-0000.

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

**Use Of Property.** After due inquiry and investigation, Borrower has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about 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, PCB or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Borrower 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.

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**UNOFFICIAL COPY**

**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 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.

**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.

**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.**

**INDEMNITOR:**

Burkhart and Oehlerking, Inc.

By: Bruce E Oehlerking  
Bruce E Oehlerking, President

By: Richard J Burkart  
Richard J Burkart, Secretary

**ATTEST:**

\_\_\_\_\_  
Secretary or Assistant Secretary

( Corporate Seal )

**LENDER:**

Parkway Bank and Trust Company

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

**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )  
 ) SS  
COUNTY OF DuPage )

On this 12<sup>th</sup> day of November, 1991, before me, the undersigned Notary Public, personally appeared Bruce E Oehlerking, President; and Richard J Burkart, Secretary of Burkhart and Oehlerking, Inc., and known to me to be authorized agents of the corporation that executed the Hazardous Substances Certificate and Indemnity Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Francesca J. Koduzis  
Notary Public In and for the State of Illinois

Residing at 1443 Oxford, Carol Stream IL 60188  
My commission expires 5-17-92

91614225

Property of Cook County Clerk's Office

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Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

By \_\_\_\_\_ Reading at \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, 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.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

LENDER ACKNOWLEDGMENT

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