

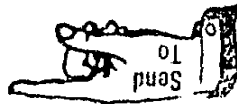
# UNOFFICIAL COPY

94651760

DEPT-01 RECORDING \$25.50  
T#9999 TRAN 4789 07/26/94 14:02:00  
#2908 \$ DW \*-94-651760  
COOK COUNTY RECORDER

### WHEN RECORDED MAIL TO:

Parkway Bank of Schaumburg  
951 Meacham Rd.  
Elk Grove Village, IL 60007



### SEND TAX NOTICES TO:

Second Baptist Church of Hoffman Estates  
1405 Quentin  
Palatine, IL 60007

94651760

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED JULY 20, 1994, IS MADE BY Second Baptist Church of Hoffman Estates (referred to below as "Borrower"), and Parkway Bank of Schaumburg (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 Second Baptist Church of Hoffman Estates, 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, 49 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 of Schaumburg, its successors and assigns.

**Loan.** The word "Loan" or "Loans" means and includes 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 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:

**LOTS 10 AND 11 IN BLOCK 2 IN ARTHUR T. MCINTOSH AND COMPANY'S DEE GROVE FARMS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 15, 1938 AS DOCUMENT NO. 12185814, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 1405 Quentin, PALATINE, IL 60067. The Real Property tax identification number is 02-10-103-004 AND 02-10-103-003.

**Property Report.** The words "Property Report" means the property inspection report on the Property.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing or contained in the Property Report:

**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.

**AFFIRMATIVE COVENANTS.** Subject to disclosures made and accepted by Lender in writing or contained in the Property Report, Borrower hereby covenants with Lender as follows:

**Use Of Property.** Borrower will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

**Compliance with Environmental Laws.** Borrower shall cause the Property and the operations conducted thereon to comply with all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Borrower shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals thereof and shall notify Lender of any expiration or revocation of such permits or authorizations.

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

1st AMERICAN TITLE order # CA74-379

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INDEMNITOR:

Second Baptist Church of Hoffman Estates

By: Rev. Edward Evans, Pastor

By: Wavon Morgan, Trustee

By: Doris Gardner, Trustee

By: Frankie Green, Trustee

LENDER:

Parkway Bank of Schaumburg

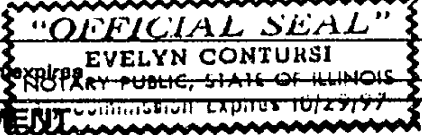
By: \_\_\_\_\_  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Coato ) 88

On this 22nd day of June, 1994, before me, the undersigned Notary Public, personally appeared Rev. Edward Evans, Pastor; Wavon Morgan, Trustee; Doris Gardner, Trustee; and Frankie Green, Trustee of Second Baptist Church of Hoffman Estates, 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: Evelyn Contursi Residing at \_\_\_\_\_  
Notary Public In and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ) 88

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.

By \_\_\_\_\_ Residing at \_\_\_\_\_  
Notary Public In and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_

Clerk's Office  
94651760

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Property of Cook County Clerk's Office