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COOK COUNTY, ILLINOIS
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1994 FEB -7 11 8:40

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WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company
4800 North Harlem Avenue
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

Parkway Bank & Trust Company, not individually but as
trustee w/n 10742
4800 N. Harlem Avenue
Harwood Heights, IL 60656

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

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THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED JANUARY 31, 1994, IS MADE BY Kostas Thanopoulos and Polyxeni Thanopoulos (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"), and Parkway Bank & 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 meaning 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 the 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 Kostas Thanopoulos and Polyxeni Thanopoulos.

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 broad sense and refer to materials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or 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 & Trust Company, 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 4, 5 AND 6 IN BLOCK 3 IN HIELD'S SUBDIVISION OF BLOCKS 1-6 AND 9-12 INCLUSIVE IN FALCONER'S ADDITION TO CHICAGO, A SUBDIVISION IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3044-50 N. Cicero, Chicago, IL 60641. The Real Property tax identification number is 13-28-211-033-0000.

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. Indemnitor 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

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HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY (Continued)

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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. Indemnitor 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 indemnitor 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. Indemnitor 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 Indemnitor, shall constitute a waiver of any of Lender's rights or any of Indemnitor'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. Indemnitor 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:

X [Signature]
Kostas Thanopoulos

X [Signature]
Polyxeni Thanopoulos

LENDER:

Parkway Bank & Trust Company

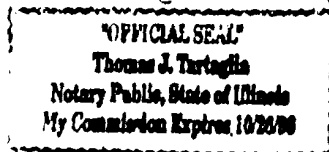
By: _____
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Kostas Thanopoulos and Polyxeni Thanopoulos, 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 2 day of February, 1994.
By Thomas J. Tartaglia Residing at 2600 N. Thatcher Avenue
Notary Public in and for the State of Ill. My commission expires _____



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Notary Public in and for the State of _____
My commission expires _____

By _____
Residing at _____

On the _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for the Lender, authorized by the Lender through its board of directors or otherwise, for the use and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed to the corporate seal of said 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 use and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed to the corporate seal of said Lender.

COUNTY OF _____

) ss

STATE OF _____

LENDER ACKNOWLEDGMENT

01-31-1994
Loan No 10

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

(Continued)