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Cook County Recorder

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RECORDATION REQUESTED BY:

South Chicago Bank 9200 South Commercial Avenue Chicago, IL 60617

WHEN RECORDED MAIL TO:

SOUTH CHICAGO BANK 2320 THORNTON LANSING RD LANSING, IL 60438

SEND TAX NOTICES TO:

JOHN GIANAKOPOULOS PAULINE GIANAKOPOULOS 2727 MAYN/ RD COURT GLENVIEW, IL 60025

and

99977904

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

FOR RECORDER'S USE ONLY

This Hazardous Substances Cert.ficate and Indemnity Agreement prepared by:

SOUTH CHICAGO BANK 2320 THORNTON ROAD LANSING, IL 60438

taga kata taga

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY

THIS HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT DATED SEPTEMBER 13, 1999, IS MADE BY JOHN GIANAKOPOULOS and PAULINE GIANAKOPOULOS, HUSBAND AND WIFE (referred to below as "Borrower", sometimes as "Grantor"), and South Chicago 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 Urited States of America.

Agreement. The word "Agreement" means this Hazardous Substances Cotificate 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 JOHN GIANAKOPOULOS and PAULINE GIANAKOPOULOS.

Environmental Laws. The words "Environmental Laws" mean any and all state, fede all 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 1330, 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 JOHN GIANAKOPOULOS and PAULINE GIANAKOPOULOS.

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 South Chicago Bank, its successors and assigns.

Loan. The word "Loan" or "Loans" means and includes without limitation 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

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described on any exhibit or schedule attached to this Agreement from time to time.

utilizing the Property, whether as owner, tenant, operator or other occupant. Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or

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

LOTS 8 TO 13 BOTH INCLUSIVE, (EXCEPT THE EAST 17.0 FEET THEREOF) IN "THE FOREST VIEW", DE LOT 3 BOTH INCLUSIVE, (EXCEPT THE CENTER OF WAUKEGAN ROAD OF THE SOUTH 23.05 OF LOT 3 AND LOT 4 (EXCEPT THE NORTH 336.0 FEET) IN THE SUBDIVISION OF THE SOUTHWEST OF LAND LOT 4 (EXCEPT THE NORTH 336.0 FEET) IN THE SUBDIVISION OF THE SOUTHWEST OF LAND LOT 4 (EXCEPT THE NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL WERLING WEST OF THE SOUTHWEST OF THAT PART LYING WEST OF THE SOUTHWEST OF THAT PART LYING WEST OF THE SOUTHWEST OF THE SOUTHWEST OF THE THIRD PRINCIPAL WEST OF

60053. The Real Property tax identification number is 10-18-320-012, 013, 014, 015 & 016. The Real Property or its address is commonly known as 8840 N. WAUKEGAN ROAD, MORTON GROVE, IL

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

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 threate red 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.

other natural resources. 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 omissing, under, or about the Property which has resulted in the releasing, or unintentional action or omission or on major or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, exhitting, emptying or dumping of Hazardous Substances into any waters or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or or or onto any lands.

covenants with Lender as follows: AFFIRMATIVE COVENANTS. Subject to disclosurs made and accepted by Lender in writing, Borrower hereby

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 Aazardous Substances.

Compliance with Environmental Laws. Borrower show cause the Property and the operations conducted thereon to comply with all Environmental Laws and order of any governmental suthorities having jurisdiction under any Environmental Laws and shall obtain, keep in enext and comply with all governmental permits and such property or operations. Borrower shall such permits and suthorizations and such permits and such permits or renewals thereof and shall notify Lender of any expiration or revocation of such permits or authorizations.

and shall notify Lender of any expiration or tevocation 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's exponse, shall undertake any and all preventive, investigatory or temedial action (including emergency response, removal, containment and other temedial 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 for injury, by releases of or exposure to Hazardous Substance; in connection with the any such damage or injury, by releases of or exposure to Hazardous Substance; in connection with the Borrower's colligations under this section of the Agreement, Lender may (but shall not be required to) perform any of Borrower's at Borrower's expense. All such costs and expenses incurred by Lenus, under this section and otherwise under this Agreement shall be reimbursed by Borrower to Lender and Borrower and otherwise under this Agreement shall be reimbursed by Borrower to Lender with interest at intend that Lender shall not by rescon of such performs note of Borrower and shall not by rescon of such performs note of Borrower's attorney-in-fact with full power to perform such of Borrower's attorney-in-fact with full power to perform such of Borrower's attorney-in-fact with full power to perform such of Borrower's attorney-in-fact with full power to perform such of Borrower's ablorower's attorney-in-fact with full power to perform such of Borrower's ablorower's attorney-in-fact with full power to perform such of Borrower's ablorower's attorney-in-fact with full power to perform such or Borrower's attorney-in-fact with full power to sny third party. Borrower and shall at all immediately notify Lender upon decreasery and appropriate.

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

(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

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the Property.

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Loan No 7009163101

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- (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 shall deliver to Lender, at Lender's request, copies of any and all documents in Borrower's 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 shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Borrower 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. Please or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Borrower to furnish Lender at Borrower's 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 or to any other person.

BORROWER'S WAIVER AND INDEMNIFICATION. Borrower hereby indemnifies and holds harmless Lender and Lender's 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 uperations of Borrower 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 alamage 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 hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO BORROWER. Lender and Porrower intend that Lender shall have full recourse to Borrower for Borrower's 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 Borrower 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 available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (a) the repryment of the Loan, (b) any foreclosure, whether judicial or nonjudicial, of the Property, and (c) any delivery of a occurrence of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

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 Lender's 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.

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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 provision of such right or any other right. A waiver by Lender, nor any course of dealing between with that provision or any other provision. No prior waiver by Lender, nor any of Borrower's obligations as to with that provisions. Whenever of any of Lender's rights or any of Borrower's obligations as to any future transactions. Whenever of any of Lender is required in this Agreement, the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required. Borrower hereby waives notice of acceptance of this Agreement by Lender.

TO MAKE THIS AGREEMENT EFFECTIVE. AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS

: NDEMNITOR:

TENDEB:

South Chicago Bank

YNAT 2122A

PAULINE GIANAKOPOULOS

JOHN GIANAKOPOKOS

October 1/130.

Authorized Officer

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Loan No 7009163101

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INDIVIDUAL ACKNOWLEDGMENT

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