## ENVIRONMENTAL PROTECTION COMPLEANCE RIDER 5 5

This E.P.A. RIDER is made this	8th	day of	May	, 1990	_, and is
incorporated into and shall be	deemed to	amend and	supplemen	it the mort	Jage, deed
of Trust or Security Deed (the	"Security	v Instrume	nt") of t	he undersi	gned (CNO
"Borrower") to secure Borrower' (the Lender	s Note_Gi	Ladstone-N	te and co	vering the	nronarty
described in the Security Insti	rument and	i Located	st:		propurey

## 2828 Pearl Street, Franklin Park, Illinois 60131

- A. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said Lessees) are served with notice of violation by any such E.P.A. agracy or other municipal body, that it will immediately cure such violations and abate whatever nuisance or violation is claimed or alleged to
- B. Mortgagor represents to Mortgages prior to the date hereof, the Premises have not been used by Mortgagor or, to the bost of Mortgagor's knowledge, by any other party, and the Premises shall not at any time hereafter be used by Mortgago: or any tenant or any other person or entity for any activities involving. Airectly or indirectly, the use, generation, treatment, storage or disposal of any Mazardous Material. The term "Mazardous Material," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises is located, or the United States of America because of toxic flammable, explosive, corrective, reactive, radioactive or other properties that may be hazardous to human health or the environment, including asbestos and including any materials or substances that are listed in the United States Department of Transportation Mazardous Materials Table, as amended 49 G.F.R. 172.101, or in the Comprehensive Unvironmental Response, Compensation and Liability Act, as amended 42 U.S.C. subjections 9601, et seq., or the Resources Conservation and Recovery Act, as amended 42 U.S.C. subsections 6901, et seq. or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic of dangerous substances, waste or material, now or hereafter in effect.
- C. Mortgagor hereby agrees to indemnify, levend and hold Mortgagee harmless from and against any claims, damages, actions, liabilities, causes of action, suits, investigations and judgements of any nature, whatsoever, including without limitation, actorneys' fees and expenses, incurred by Mortgagee in connection with any breach of the representations and warraties set forth in subparagraph B above. The foregoing indemnity shall survive the pay off of the loan evidenced by the Note hereby secured.
- D. During the term of the loan evidenced by the Note here'y secured, Mortgagee shall have the right, at its option, to retain, at Mortgager's expense, an environmental consultant who shall prepare a report indicating whether the premises contain or are being used for any activities involving, directly or indirectly, the use, generation, trentment, storage or disposal of any hazardous or toxic chemical, material, substance or waste, including, without limitation, the items described in subparagraph B of this Paragraph 33. Mortgagor hereby grants to Mortgagee and Mortgagee's agents, employees, consultants and contractors the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this rider.

-Borrowet Joann Gasquet

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**BOX 34** 

## UNOFFICIAL CORYS 3879365

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THE ABOVE SPACE FOR RECORDER'S USE ONLY

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		19_90_, between ==	romarried	
(herein referred to as "Mortgagors,"	and GLADSTONE-	NORWOOD TRUST &	SAVINGS BANK.	banking corporation organize
under the laws of the State of Illinois, de	oing business in Chicago	o, Illinois, (herein referred	l to as "Mortgagee,") W	TTNESSETH THAT WHEREA
Mortgagors are justly indebted to Mo	ortgagee in the sum of	Sixty Three Tho	nusand and 00/10	10ths
T	. Martine and a complete	dollars (\$_63,	<u>,000_00</u> evi	denced by a certain Promissor,
Note of even date herewith executed by pay said principal sum and intere	/ Mortgagors, payable t	in the order of the Mortgi principal remaining from	agoe and delivered, by	at the rate of Ten and one
er cont ( <u>10.25</u> %) per annum	prior to maturity, at th	e office of Mortgagee of	Chicago, Illinois, in _	36 Quaire sin
nonthly installments commencing	July 1st	, 19_90, and on the	he same date of each	
ast of said installments to be in the	amount of \$	564.54e	each, and said last inst	taliment to be the entire unpaid
clance of said sum, together with inte	rest on the principal of	each installment after the	original maturity date	thereof at % per annum
ogether with all costs of collection	n, including reasonat	ole attorneys' rees, upor	n delauit, (nereinatte	r referred to as the "Note")
NOW, THEREFORE, the wortgagors to ill extensions and renewals thereof, and for the reseaster owing and to become dra from the ren of this mortgage, created, incur-, ridered all renewals of extensions or any of the or	e further purpose of securing e Mortgagors or any of then need, acquired or arising, un regoing, and the performance	g the payment of any and all c in to the Mortgages or to the h ider the Note or this mortgage to of the covenants and agreeme	obligations, indebtedness an older of said Note or to the together with interest and cl eats herein contained, by the	d liabilities of any and every kind now a Assignee of the Mortgages during the barges as provided in said Note and any a Mortgagors to be peribrmed, and also the mortgagors to be peribrmed, and also
a consideration of One Dollar in hand paid of stages, the following described Real Estate to	V	acknowledged, do by these pr COOK.	resents Mortgage and Warra	nt to the Mortgagee, its successors and and State of Illinois, to wit:
12-27-120-023	Judy			and black of animole, to we
12-27-120-024			listaining da dha	West L of the
ots 12 and 13 in Block 1 Worthwest % of section 27	6, in Franklin I	rark being a subu orth. Rance 12. F	est of the Thir	d Principal
Mortiwest & or section 2/ Meridian, in Cook County,	Tilinois.	ment sample to t		
				<u> </u>
roperty Address: 2828 Pe	arl Street			
Frankli	n Park, Illivo's	60131		ē
and the second second		1/-		
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ich, with the property hereitafter described.				أنفأها والمصور والروائد التوجيان ومعاجري
or ilens and taxes paid by Mortgagee constit I fireclosure hereof in case of default and so t hereof, and shall be binding on the Mortga In the event Mortgagors sell or convey the p	or the allowance of Mortgage agors and those claiming the premises, or if the title there	ce's attorneys' fees and expense rough them. to or any interest therein shall	es of foreclosure, and are in become vested in cay man	ncorporated herein by reference, are a ner whatsoever in any other person or
rsons other than Mortgagors, Mortgagoe shall this Mortgage with respect thereto unless pri all have executed a written agreement in form	I have the option of declaring or to such sale or conveyant satisfactory to the Mortgages	g immediately due and payable to Mortgageo shall have conser	e all unpaid instal make on med thereto in wriding are	the Note and enforcing the provisions the prospective purchasers or grantees
Signed and scaled by the Mortgagors the	e date first above written.	$\Lambda$ $\alpha$		/Sc.
		(SEAL) Donn	to suit	(SBAL)
		JoAnn Gas	squet.	
		(SBAL)		(SEAL)
TE OF ILLINOIS ) I,	the undersigne	d	, a Notary Public in	and for and residing in said County,
) SS in the State a	foresaid, DO HEREBY CEI	RTIFY THAT JOHND, GAS	quet, divorced	and not since remarr
•	personally known to me to be		_ whose name	
rument, appeared before me this day in person eact, for the uses and purposes therein set f	and acknowledged that	Since signed, scaled a	and delivered the said Instrus	ment as <u>NGT</u> free and volun-
GIVEN under my hand and Notarial Set	of this 8th day of	May	A.D. 19 90	OFFICIAL BEAL
7.1		- Dress	1 DC 3CT	DOROTHY E BARTLET
his document prepared by		- anne	Notary Public	AND ARY PUBLIC CYATE
coinette Marie Anderson			•	COMMISSION EXP DEC 2.199
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GLADMONE NORWOOD TRUST & SA		,		
amina in the contract of the first of the	VENGS BANK			
SZOON CENTRAL	VINGS BANK	2828 Pear	-1 Street	
SZOCIN. CIENTRAL CRICAGO, IL BOSSO			rl Street	s 60131
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## UNDEFFICIAL COPY

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