



MISC 2005029529



MAR 17 2005 08:42 P 5

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WHEN RECORDED MAIL TO:
 Loan Operations
 333 West Broadway
 Council Bluffs, IA 51501

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 3/17/2005 08:42:47.23



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HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated March 3, 2005, is made and executed among Yogesh M. Panchal and Devila Y. Panchal, 310 West 23rd St, Fremont, NE 68025 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (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:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Douglas County, State of Nebraska:

See A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 8004 Farnam Drive, Omaha, NE 68114.

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, Indemnitor 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, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

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 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, Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor 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. Indemnitor shall cause the Collateral and the operations conducted on it to comply with any and 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 Collateral or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor'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 Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor 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 Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

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

- (1) 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.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) 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 the Property.
- (4) 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.
- (5) 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, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor'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

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Time is of the Essence. Time is of the essence in the Waive jury. All parties to this Agreement hereby waive any party against any other party.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If this provision is held not to affect the legality, validity, or enforceability of any other provision of this Agreement, it shall remain in full force and effect. The parties agree that if any provision of this Agreement is held to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall not affect the legality, validity, or enforceability of any other provision of this Agreement.

Notices. Any notice required to be given under this Agreement shall be effective when personally delivered, when specially delivered by registered mail, or if mailed, when deposited in the United States mails addressed to the party to whom it is directed, at its principal place of business, or at such other address as the party may designate in writing.

Agreement. For notices between the parties to this Agreement, the address to which notices are to be sent is the party's principal place of business, or at such other address as the party may designate in writing.

Delivery. When delivered by registered mail, the date of delivery is deemed to be the date of mailing.

Address. Any notice provided for in this Agreement shall be effective when given by law, if there is more than one defendant, any notice given by letter to any defendant is deemed otherwise provided by law.

No written or spoken statement shall be deemed to have been made by Leader in exercising any right shall operate as a waiver of such right or any other right. A waiver by Leader of a provision of this Agreement shall not prejudice or constitute a waiver of Leader's right of action and shall not be deemed by Leader to constitute an admission of the part of this Agreement which such waiver is given in full or partial discharge of Leader's obligations under this Agreement.

Indemnitor shall mean each and every indemnitee. This means that each indemnitee signifying below is responsible for all obligations in this Agreement.

the laws of the state of Nebraska without regard to its conflicts of law provisions. This Agreement has been executed by Learner in the State of Nebraska.

The provisions of this Agreement will govern the relationship between the parties and will supersede all prior agreements between them.

Capathon Headings. Capathon headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sums as the court may adjudicate reasonable as attorney's fees for trial and upon any appeal. Whether or not any suit or action is instituted by Lender, Lender shall be permitted to deduct from any sum recovered by Lender the amount of all costs and expenses incurred by Lender in connection therewith, including reasonable attorney's fees, court costs, witness fees, and expenses for travel,膳宿, and subsistence, and any other expenses necessarily incurred by Lender in connection with the defense of any suit or action brought against Lender by another party.

RECITALS, the following circumstances provides a part of this Agreement:

Amendments. This Agreement, together with Any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless in writing and signed by the party to the agreement or bound by the alteration or amendment.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

The coverings contained in this Agreement shall survive (a) the repayment of the indebtedness, (b) any foreclosure by Lender or (c) any transfer of title to the Property.

PAYMENT: FULL RECOUPSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to indemnitor for obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be paid by indemnitor to Lender, in addition to any amounts incurred by Lender in connection with the collection of any amounts due to Lender under this Agreement, or in the defense of a default rate, at the loan interest rate.

inspections. Leader reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and indemnitor shall cooperate fully with such inspection and investigations. If Leader at any time has reason to believe that and indemnitor or any Cooperator has not complied with all applicable Environmental Laws with respect to the Property, Leader in his sole discretion may require indemnitor to correct such non-compliance at indemnitor's expense. If Leader at any time has reason to believe that indemnitor or any Cooperator has violated any environmental laws or regulations, Leader may require indemnitor to correct such violation at indemnitor's expense. Leader reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and indemnitor shall cooperate fully with such inspection and investigations. If Leader at any time has reason to believe that and indemnitor or any Cooperator has violated any environmental laws or regulations, Leader may require indemnitor to correct such violation at indemnitor's expense.

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Loan No: 449416

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by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Collateral. The word "Collateral" means all of Indemnitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

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, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean 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. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

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

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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. THIS AGREEMENT IS DATED MARCH 3, 2005.

BORROWER:

X Yogesh M. Panchal
Yogesh M. Panchal

X Devila Y. Panchal
Devila Y. Panchal

LENDER:

AMERICAN NATIONAL BANK

X C. Wiedenfeld, Jr.
Authorized Signer

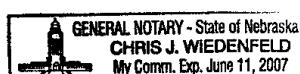
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared Yogesh M. Panchal and Devila Y. Panchal, Husband and Wife, to me known to be the individuals described in and who executed the Hazardous Substances Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

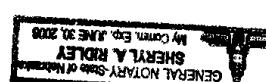
Given under my hand and official seal this 3 day of March, 2005.

By C. Wiedenfeld
Notary Public in and for the State of Nebraska
Residing at _____
My commission expires 6-11-2007



LENDER ACKNOWLEDGMENT

On this 3 day of December, 20 05, before me, the undersigned Notary Public,
personally appeared John Doe, 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 true and
voluntary act and deed of the said Lender, duly authorized through its board of directors or otherwise, for the use and
purposes herein 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 _____
Notary Public in and for the State of _____
Residing at _____
My commission expires June 30, 2008

STATE OF _____
COUNTY OF _____
I SS

Douglas

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EXHIBIT A

Lots 4, 5 and the West 10.00 feet of Lot 1 and the West 10 feet of the North 150 feet of Lot 2, Block 3, Beverly Hills, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except the North 189 feet thereof, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 5, thence North $00^{\circ}00'00''$ East, along the West line of said Lot 5, a distance of 170.19 feet; thence North $89^{\circ}40'41''$ East along a line lying 189.00 feet South of and parallel to the North line of said Lots 1, 4, and 5, a distance of 227.37 feet; thence South $00^{\circ}02'58''$ East, a distance of 161.07 feet; thence North $88^{\circ}38'39''$ West, a distance of 9.37 feet; thence South $00^{\circ}17'32''$ West, along the East line of said Lot 4, a distance of 127.95 feet; thence North $61^{\circ}39'13''$ West, along the South line of Lots 4 and 5, a distance of 247.12 feet to the point of beginning.