



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276 • (217) 782-2829
James R. Thompson Center, 100 West Randolph, Suite 11-300, Chicago, IL 60601 • (312) 814-6026

PAT QUINN, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

RECEIVED
CLERK'S OFFICE

MAY 12 2011

STATE OF ILLINOIS
Pollution Control Board

(217) 782-9817
TDD: (217) 782-9143

May 10, 2011

John Therriault, Clerk
Illinois Pollution Control Board
James R. Thompson Center
100 West Randolph Street, Suite 11-500
Chicago, Illinois 60601

AC11-26 ORIGINAL

Re: Illinois Environmental Protection Agency v. Estate of Kenneth D. Berberre, Sr.
IEPA File No. 100-11-AC: 1618005002—Rock Island County

Dear Mr. Therriault:

Enclosed for filing with the Illinois Pollution Control Board, please find the original and nine true and correct copies of the Administrative Citation Package, consisting of the Administrative Citation, the inspector's Affidavit, and the inspector's Illinois Environmental Protection Agency Open Dump Inspection Checklist, issued to the above-referenced respondent(s).

On this date, a copy of the Administrative Citation Package was sent to the Respondent(s) via Certified Mail. As soon as I receive the return receipt, I will promptly file a copy with you, so that the Illinois Pollution Control Board may calculate the thirty-five (35) day appeal period for purposes of entering a default judgment in the event the Respondent(s) fails or elects not to file a petition for review contesting the Administrative Citation.

If you have any questions or concerns, please do not hesitate to contact me at the number above. Thank you for your cooperation.

Sincerely,

Michelle M. Ryan
Assistant Counsel

Enclosures

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MAY 12 2011

STATE OF ILLINOIS
Pollution Control Board

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

ILLINOIS ENVIRONMENTAL)
PROTECTION AGENCY,)
))
Complainant,))
))
v.))
))
ESTATE OF KENNETH D. BERHENKE,))
))
Respondent.))

AC 11-26
(IEPA No.100-11-AC)

ORIGINAL

NOTICE OF FILING

To: Estate of Kenneth D. Berhenke, Sr.
c/o Mike Berhenke
P.O. Box 221
Andalusia, IL 61232

PLEASE TAKE NOTICE that on this date I mailed for filing with the Clerk of the Pollution Control Board of the State of Illinois the following instrument(s) entitled ADMINISTRATIVE CITATION, AFFIDAVIT, and OPEN DUMP INSPECTION CHECKLIST.

Respectfully submitted,



Michelle M. Ryan
Assistant Counsel

Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
(217) 782-5544

Dated: May 10, 2011

RECEIVED
CLERK'S OFFICE

MAY 12 2011

STATE OF ILLINOIS
Pollution Control Board

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

ADMINISTRATIVE CITATION

ILLINOIS ENVIRONMENTAL)
PROTECTION AGENCY,)
))
Complainant,))
))
v.))
))
ESTATE OF KENNETH D. BERHENKE,)
SR.,)
))
))
Respondent.)

AC 11-26
(IEPA No. 100-11-AC)

ORIGINAL

JURISDICTION

This Administrative Citation is issued pursuant to the authority vested in the Illinois Environmental Protection Agency by Section 31.1 of the Illinois Environmental Protection Act, 415 ILCS 5/31.1 (2008).

FACTS

1. That the Estate of Kenneth D. Berhenke, Sr. is the current owner ("Respondent") of a facility located on private property at 10012 92nd Avenue West in rural Andalusia, Rock Island County, Illinois. The property is commonly known to the Illinois Environmental Protection Agency as Berhenke, Mike.

2. That said facility is an open dump operating without an Illinois Environmental Protection Agency Operating Permit and is designated with Site Code No. 1618005002.

3. That Respondent has owned said facility at all times pertinent hereto.

4. That on March 16, 2011, Jason Thorpe of the Illinois Environmental Protection Agency's ("Illinois EPA") Peoria Regional Office inspected the above-described facility. A copy of

his inspection report setting forth the results of said inspection is attached hereto and made a part hereof.

5. That on 5-10-11, Illinois EPA sent this Administrative Citation via Certified Mail No. 7004 2510 0001 8619 1418.

VIOLATIONS

Based upon direct observations made by Jason Thorpe during the course of his March 16, 2011 inspection of the above-named facility, the Illinois Environmental Protection Agency has determined that Respondent has violated the Illinois Environmental Protection Act (hereinafter, the "Act") as follows:

- (1) That Respondent caused or allowed the open dumping of waste in a manner resulting in litter, a violation of Section 21(p)(1) of the Act, 415 ILCS 5/21(p)(1) (2008).
- (2) That Respondent caused or allowed the open dumping of waste in a manner resulting in deposition of general construction or demolition debris: or clean construction or demolition debris, a violation of Section 21(p)(7) of the Act, 415 ILCS 5/21(p)(7) (2008).
- (3) That Respondent caused or allowed the open dumping of waste in a manner resulting in used tires, at this site, not altered, covered or otherwise prevented from accumulating water, a violation of Section 55(k)(1) of the Act, 415 ILCS 55(k)(1) (2008).

CIVIL PENALTY

Pursuant to Section 42(b)(4-5) of the Act, 415 ILCS 5/42(b)(4-5) (2008), Respondent is subject to a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) for each of the violations identified above, for a total of Four Thousand Five Hundred Dollars (\$4,500.00). If Respondent elects not to petition the Illinois Pollution Control Board, the statutory civil penalty specified above shall be due and payable no later than May 31, 2011, unless otherwise provided by order of the Illinois Pollution Control Board.

If Respondent elects to contest this Administrative Citation by petitioning the Illinois Pollution Control Board in accordance with Section 31.1 of the Act, 415 ILCS 5/31.1 (2008), and if the Illinois Pollution Control Board issues a finding of violation as alleged herein, after an adjudicatory hearing, Respondent shall be assessed the associated hearing costs incurred by the Illinois Environmental Protection Agency and the Illinois Pollution Control Board. Those hearing costs shall be assessed in addition to the One Thousand Five Hundred Dollar (\$1,500.00) statutory civil penalty for each violation.

Pursuant to Section 31.1(d)(1) of the Act, 415 ILCS 5/31.1(d)(1) (2008), if Respondent fails to petition or elects not to petition the Illinois Pollution Control Board for review of this Administrative Citation within thirty-five (35) days of the date of service, the Illinois Pollution Control Board shall adopt a final order, which shall include this Administrative Citation and findings of violation as alleged herein, and shall impose the statutory civil penalty specified above.

When payment is made, Respondent's check shall be made payable to the Illinois Environmental Protection Trust Fund and mailed to the attention of Fiscal Services, Illinois Environmental Protection Agency, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276. Along with payment, Respondent shall complete and return the enclosed Remittance Form to ensure proper documentation of payment.

If any civil penalty and/or hearing costs are not paid within the time prescribed by order of the Illinois Pollution Control Board, interest on said penalty and/or hearing costs shall be assessed against the Respondent from the date payment is due up to and including the date that payment is received. The Office of the Illinois Attorney General may be requested to initiate proceedings against Respondent in Circuit Court to collect said penalty and/or hearing costs, plus any interest accrued.

PROCEDURE FOR CONTESTING THIS
ADMINISTRATIVE CITATION

Respondent has the right to contest this Administrative Citation pursuant to and in accordance with Section 31.1 of the Act, 415 ILCS 5/31/1 (2008). If Respondent elects to contest this Administrative Citation, then Respondent shall file a signed Petition for Review, including a Notice of Filing, Certificate of Service, and Notice of Appearance, with the Clerk of the Illinois Pollution Control Board, State of Illinois Center, 100 West Randolph, Suite 11-500, Chicago, Illinois 60601. A copy of said Petition for Review shall be filed with the Illinois Environmental Protection Agency's Division of Legal Counsel at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276. Section 31.1 of the Act provides that any Petition for Review shall be filed within thirty-five (35) days of the date of service of this Administrative Citation or the Illinois Pollution Control Board shall enter a default judgment against the Respondent.


Lisa Bonnett *by SOP*
Lisa Bonnett, Interim Director
Illinois Environmental Protection Agency

Date: 5/9/11

Prepared by: Susan E. Konzelmann, Legal Assistant
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
(217) 782-5544

RECEIVED
CLERK'S OFFICE
MAY 12 2011
STATE OF ILLINOIS
Pollution Control Board

REMITTANCE FORM

ILLINOIS ENVIRONMENTAL)
PROTECTION AGENCY,)
)
Complainant,)
)
v.)
)
ESTATE OF KENNETH D. BERHENKE,)
SR.,)
)
)
Respondent.)

AC 11-26
(IEPA No. 100-11-AC)

ORIGINAL

FACILITY: Berhenke, Mike
SITE CODE NO.: 1618005002
COUNTY: Rock Island
CIVIL PENALTY: \$4,500.00
DATE OF INSPECTION: March 16, 2011

DATE REMITTED:

SS/FEIN NUMBER:

SIGNATURE:

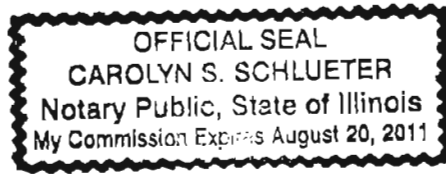
NOTE

Please enter the date of your remittance, your Social Security number (SS) if an individual or Federal Employer Identification Number (FEIN) if a corporation, and sign this Remittance Form. Be sure your check is enclosed and mail, along with Remittance Form, to Illinois Environmental Protection Agency, Attn.: Fiscal Services, P.O. Box 19276, Springfield, Illinois 62794-9276.

Subscribed and Sworn to before me this 23 day of March, 2011

Carolyn S. Schlueter

Notary Public



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
Open Dump Inspection Checklist

ORIGINAL

County Rock Island LPC# 1618005002 Region 3 - Peoria
 Location/Site Name: 10012 92 Ave. W, Taylor Ridge, IL 61284/Berhenke Mike
 Date 03/16/2011 Time: From 11:00 a.m. To 11:30 a.m. Previous Inspection Date: 09/08/2010
 Inspector(s): Jason Thorp, BOL/FOS - Peoria Weather: 48°F, Clear, Wind Calm
 No. of Photos Taken, # 10 Est. Amt of Waste, 30 yds³ Samples Taken, Yes # No
 Interviewed No one present on-site Complaint # _____
 Latitude: 41.42831 Longitude -90.70923 Collection Point Description: Center of Site -
 (Example: Lat.: 41.26493 Long.: -89.38294) Collection Method GPS - Garmin GPSMap76S

Responsible Party
 Mailing Address(es)
 and Phone Number(s):
Estate of Kenneth D Berhenke, Sr
% Mike Berhenke Executor
P O. Box 221
Andalusia, Illinois 61232
309-798-2095

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MAY 12 2011
STATE OF ILLINOIS
Pollution Control Board

SECTION	DESCRIPTION	VIOL
ILLINOIS ENVIRONMENTAL PROTECTION ACT REQUIREMENTS		
1	9(a) CAUSE, THREATEN OR ALLOW AIR POLLUTION IN ILLINOIS	<input type="checkbox"/>
2	9(c) CAUSE OR ALLOW OPEN BURNING	<input type="checkbox"/>
3	12(a) CAUSE, THREATEN OR ALLOW WATER POLLUTION IN ILLINOIS	<input checked="" type="checkbox"/>
4	12(d) CREATE A WATER POLLUTION HAZARD	<input checked="" type="checkbox"/>
5	21(a) CAUSE OR ALLOW OPEN DUMPING	<input checked="" type="checkbox"/>
6	21(d) CONDUCT ANY WASTE-STORAGE, WASTE-TREATMENT, OR WASTE-DISPOSAL OPERATION:	
	(1) Without a Permit	<input checked="" type="checkbox"/>
	(2) In Violation of Any Regulations or Standards Adopted by the Board	<input checked="" type="checkbox"/>
7	21(e) DISPOSE, TREAT, STORE, OR ABANDON ANY WASTE, OR TRANSPORT ANY WASTE INTO THE STATE AT/TO SITES NOT MEETING REQUIREMENTS OF ACT AND REGULATIONS	<input checked="" type="checkbox"/>
8	21(p) CAUSE OR ALLOW THE OPEN DUMPING OF ANY WASTE IN A MANNER WHICH RESULTS IN ANY OF THE FOLLOWING OCCURRENCES AT THE DUMP SITE:	
	(1) Litter	<input checked="" type="checkbox"/>
	(2) Scavenging	<input type="checkbox"/>
	(3) Open Burning	<input type="checkbox"/>
	(4) Deposition of Waste in Standing or Flowing Waters	<input type="checkbox"/>
	(5) Proliferation of Disease Vectors	<input type="checkbox"/>
	(6) Standing or Flowing Liquid Discharge from the Dump Site	<input type="checkbox"/>
	(7) Deposition of: (i) General Construction or Demolition Debris as defined in Section 3 160(a); or (ii) Clean Construction or Demolition Debris as defined in Section 3 160(b)	<input checked="" type="checkbox"/>
9	55(a) NO PERSON SHALL:	
	(1) Cause or Allow Open Dumping of Any Used or Waste Tire	<input checked="" type="checkbox"/>
	(2) Cause or Allow Open Burning of Any Used or Waste Tire	<input type="checkbox"/>
10	55(k) NO PERSON SHALL:	
	(1) Cause or Allow Water to Accumulate in Used or Waste Tires	<input checked="" type="checkbox"/>
	(4) Transport Used or Waste Tires in Violation of the Registration and Placarding Requirements	<input type="checkbox"/>

	SECTION	DESCRIPTION	VIOL
35 ILLINOIS ADMINISTRATIVE CODE REQUIREMENTS SUBTITLE G			
11.	812.101(a)	FAILURE TO SUBMIT AN APPLICATION FOR A PERMIT TO DEVELOP AND OPERATE A LANDFILL	<input checked="" type="checkbox"/>
12.	722.111	HAZARDOUS WASTE DETERMINATION	<input type="checkbox"/>
13.	808.121	SPECIAL WASTE DETERMINATION	<input type="checkbox"/>
14.	809.302(a)	ACCEPTANCE OF SPECIAL WASTE FROM A WASTE TRANSPORTER WITHOUT A WASTE HAULING PERMIT, UNIFORM WASTE PROGRAM REGISTRATION AND PERMIT AND/OR MANIFEST	<input type="checkbox"/>
15.	815.201	FAILURE TO FILE AN INITIAL FACILITY REPORT WITH THE AGENCY TO PROVIDE INFORMATION CONCERNING LOCATION AND DISPOSAL PRACTICES OF THE FACILITY.	<input type="checkbox"/>
OTHER REQUIREMENTS			
16.		APPARENT VIOLATION OF: <input type="checkbox"/> PCB; <input type="checkbox"/> CIRCUIT COURT CASE NUMBER: _____ ORDER ENTERED ON: _____	<input type="checkbox"/>
17.	OTHER:		<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Informational Notes

- 1 [Illinois] Environmental Protection Act: 415 ILCS 5/4.
- 2 Illinois Pollution Control Board: 35 Ill Adm Code, Subtitle G.
- 3 Statutory and regulatory references herein are provided for convenience only and should not be construed as legal conclusions of the Agency or as limiting the Agency's statutory or regulatory powers. Requirements of some statutes and regulations cited are in summary format. Full text of requirements can be found in references listed in 1 and 2 above.
- 4 The provisions of subsection (p) of Section 21 and subsection (k) of Section 55 of the [Illinois] Environmental Protection Act shall be enforceable either by administrative citation under Section 31 1 of the Act or by complaint under Section 31 of the Act.
- 5 This inspection was conducted in accordance with Sections 4(c) and 4(d) of the [Illinois] Environmental Protection Act 415 ILCS 5/4(c) and (d).
- 6 Items marked with an "NE" were not evaluated at the time of this inspection

Narrative

On March 16, 2011, I (Jason Thorp, BOL/FOS - Peoria) conducted an open dump re-inspection at a private property previously owned by the late Kenneth D. Berhenke Sr. and now controlled by his son Mike Berhenke (Executor), referred to hereafter as the "Site". The Site is located near the southeast corner of rural Andalusia, Illinois, but, has a Taylor Ridge address of 10012 92nd Avenue W. (N41.42831, W90.70923). The purpose of the re-inspection was to determine if violations observed during the initial open dump inspection conducted on 09/30/2008 had been resolved. The subject violations were resultant to an estimated 100 yd³ of open dumped solid waste observed in a ravine located approximately 40 meters northwest of the Berhenke residence. An Administrative Citation Warning Notice (ACWN), dated 10/27/2008, was sent to the owner providing notice of violations of the Illinois Environmental Protection Act and Regulations. The required written response to neither the ACWN nor any receipts to document the proper disposal or recycling of any solid waste has ever been submitted to the Agency.

Agency correspondence should be addressed to the owners as follows:

Owner

Estate of Kenneth D. Berhenke, Sr.
% Mike Berhenke, Executor
P.O. Box 221
Andalusia, Illinois 61232

I arrived at the Site Wednesday morning at approximately 11:00 a.m. The temperature was 30°F with clear skies. The wind was calm. Mike Berhenke was not present on Site during the re-inspection for interview.

The re-inspection revealed the open dumped solid waste had not been removed and properly disposed of in a timely manner. The accumulation of water was also observed in open dumped used or waste tires and violations of Sections 55(a)(1) and 55(k)(1) were added to the Open Dump Checklist. It appeared that no solid waste removal activities have occurred since the previous inspection conducted on September 8, 2010.

A significant volume of open dumped solid waste including, but not limited to used/waste tires, general construction or demolition debris, and general household refuse, was again observed within the ravine. The total volume of waste remaining is estimated at approximately 30yd³.

I collected digital photographs 1618005002~03162011-001 through -010 with an Olympus D-580 digital camera to document the re-inspection findings. Digital photograph #1 depicts the entrance to the Berhenke residence located at 10012 92nd Avenue in rural Andalusia, Illinois. Digital photograph #2 depicts the Berhenke residence. Digital photograph #3 depicts the open dumped solid waste (general construction or demolition debris and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke

residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #4 depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #5 depicts the open dumped solid waste (used tires/waste, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #6 depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #7 depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #8 depicts one of several used/waste tires observed to be holding accumulated water. Digital photograph #9 depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. Digital photograph #10 depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection. The digital photograph locations have been plotted on the attached Illinois EPA *Site Map*.

The re-inspection concluded at approximately 11:30 a.m.

An open dump checklist was completed as a result of the re-inspection findings. The following solid waste violations were observed: Sections 12(a), 12(d), 21(a), 21(d)(1), 21(d)(2), 21(e), 21(p)(1), 21(p)(7), 55(a)(1), and 55(k)(1) of the Environmental Protection Act and Section 812.101(a) of the Illinois Administrative Code.

1. Pursuant to Section 12(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(a)), no person shall cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with the matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act

A violation of Section 12(a) is alleged for the following reason: **The discharge of contaminants was caused, threatened, or allowed, so as to cause or tend to cause water pollution in Illinois.**

2. Pursuant to Section 12(d) of the {Illinois} Environmental Protection Act (415 ILCS 5/12(d)), no person shall deposit any contaminants upon the land in such place and manner so as to create a water pollution hazard.

A violation of Section 12(d) is alleged for the following reason: **Contaminants were deposited upon the land in such place and manner so as to create a water pollution hazard.**

3. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **Evidence of open dumping of waste was observed during the inspection.**

4. Pursuant to Section 21(d)(1) of the {Illinois} Environmental Protection Act (415 ILCS /21(d)(1)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation without a permit granted by the Agency or in violation of any conditions imposed by such permit.

A violation of Section 21(d)(1) is alleged for the following reason: **Waste was disposed without a permit granted by the Illinois EPA.**

5. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

A violation of Section 21(d)(2) is alleged for the following reason: **A waste disposal operation was conducted in violation of regulations adopted by the Illinois Pollution Control Board.**

6. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **Waste was disposed at this Site which does not meet the requirements of the Act and regulations thereunder.**

7. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **The open dumping of waste was caused or allowed in a manner which resulted in litter.**

8. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) clean construction or demolition debris as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **The open dumping of waste was caused or allowed in a manner which resulted in deposition of general or clean construction or demolition debris.**

9. Pursuant to Section 55(a)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/55(a)(1)), no person shall cause or allow the open dumping of any used or waste tire.

A violation of Section 55(a)(1) is alleged for the following reason: **Evidence of open dumping of used or waste tires was observed during the inspection.**

10. Pursuant to Section 55(k)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/55(k)(1)), no person shall cause or allow water to accumulate in used or waste tires.

The prohibitions specified in this subsection (k) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act.

A violation of Section 55(k)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/55(k)(1)) is alleged for the following reason: **Evidence of water accumulation in used or waste tires was observed during the inspection.**

11. Pursuant to 35 Ill. Adm. Code 812.101(a), all persons, except those specifically exempted by Section 21(d) of the {Illinois} Environmental Protection Act, shall submit to the Agency an application for a permit to develop and operate a landfill

1618005002 -- Rock Island County

Berhenke Mike

FOS

Inspection Date: March 16, 2011

Prepared By: Jason Thorp

Page 5 of 5

A violation of 35 Ill. Adm. Code 812.101(a) is alleged for the following reason: A waste disposal facility was operated without submitting to the Illinois EPA an application for a permit to develop and operate a landfill.



DOQ Source

Map Name	USGS Code	Quarter	State	County	Image ID	Image Date
ANDALUSIA	41090d84	sw	IL	Rock Island	13251-172	Mon, 28 Mar 2005

ILLINOIS EPA SITE MAP

1618005002 -- ROCK ISLAND COUNTY
 ANDALUSIA TWP / BERHENKE MIKE
 FOS

INSPECTION DATE: 03/16/2011
 INSPECTOR/DRAWN BY: THORP
 SCALE: 0 3 6 12 18 24 Meters

LEGEND

- SITE WAYPOINT
- # PHOTOGRAPH & DIRECTION





DATE: 03/16/2011

TIME: 11:06 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1618005002-03162011-001.jpg

COMMENTS: Digital photograph depicts the entrance to the Berhenke residence located at 10012 92nd Avenue in rural Andalusia, Illinois.



DATE: 03/16/2011

TIME: 11:07 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1618005002-03162011-002.jpg

COMMENTS: The digital photograph depicts the Berhenke residence.



DOCUMENT FILE NAME:
1618005002-03162011.doc



DATE: 03/16/2011

TIME: 11:16 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1618005002~03162011-003.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (general construction or demolition debris and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.

DATE: 03/16/2011

TIME: 11:17 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1618005002~03162011-004.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.



DOCUMENT FILE NAME:
1618005002~03162011.doc



DATE: 03/16/2011

TIME: 11:17 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1618005002~03162011-005.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used tires/waste, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.

DATE: 03/16/2011

TIME: 11:17 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1618005002~03162011-006.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.



DOCUMENT FILE NAME:
1618005002~03162011.doc



DATE: 03/16/2011

TIME: 11:18 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1618005002~03162011-007.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.

DATE: 03/16/2011

TIME: 11:18 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1618005002~03162011-008.jpg

COMMENTS: The digital photograph depicts one of several used/waste tires observed to be holding accumulated water.



DOCUMENT FILE NAME:
1618005002~03162011.doc



DATE: 03/16/2011

TIME: 11:19 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1618005002~03162011-009.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.

DATE: 03/16/2011

TIME: 11:21 a.m.

PHOTOGRAPHED BY: J. Thorp

DIRECTION: Photograph taken toward the south.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1618005002~03162011-010.jpg

COMMENTS: The digital photograph depicts the open dumped solid waste (used/waste tires, general construction or demolition debris, and general household refuse) observed within the ravine located approximately 40 meters northwest of the Berhenke residence. It appears that no solid waste removal activities have occurred at this location since the previous inspection.



DOCUMENT FILE NAME:
1618005002~03162011.doc

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
ROCK ISLAND COUNTY, ILLINOIS

ESTATE OF:

KENNETH D. BERHENKE, SR, Deceased

)
FILED IN THE CIRCUIT COURT
of ROCK ISLAND COUNTY
GENERAL DIVISION

09P 175

MAY 19 2009

PETITION FOR PROBATE OF WILL AND FOR LETTERS TESTAMENTARY

Michael Berhenke
Petitioner of the Circuit Court

Your Petitioner, MICHAEL BERHENKE, on oath states:

1. KENNETH D. BERHENKE, SR., a resident of the Village of Andalusia in the County of Rock Island and State of Illinois, died on the 11th day of May, 2009, at Rock Island, Illinois, leaving a Will dated the 16th day of June, 1995.

2. The approximate value of the estate in this State is:

Personal: \$ 5,000.00
Real: \$ 100,000.00
Annual Income from real estate: 0

3. The following are the names and post office addresses of all the heirs and legatees of testator and whether or not any of them is a minor or disabled person:

<u>Name</u>	<u>Relationship</u>	<u>Heir-H Legatee-L</u>	<u>Minor-M Disabled-D</u>	<u>Post Office Address</u>
Michael Berhenke	Son	H&L	N/A	PO Box 221 Andalusia, IL 61232
Kenneth Berhenke	Son	H&L	N/A	2209 W LOMBARD DAVENPORT IA 52804
Thomas Berhenke	Son	H&L	N/A	115-7 th ST SILOUS. IL 61282

4. The Decedent nominated as executor Michael Berhenke, qualified and willing to act:

<u>Name</u>	<u>Post Office Address</u>
Michael Berhenke	PO Box 221 Andalusia, IL 61232

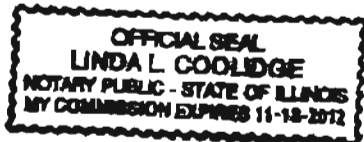
5. Independent Administration under Article XXVIII is requested. If Independent Administration is requested, the following are the names and addresses of all personal fiduciaries acting or designated to act pursuant to Section 28-3 of the Probate Act:

<u>Name</u>	<u>Address</u>
N/A	

6. Petitioner, MICHAEL BERHENKE, prays that said Will be admitted to probate and that Letters Testamentary issue. Petitioner further prays that Independent Administration be granted.


MICHAEL BERHENKE, Petitioner

SUBSCRIBED AND SWORN to before me this 18th day of May, A. D. 2009, in the County of Rock Island and State of Illinois.




NOTARY PUBLIC

1618005002 -- Rock Island County
Berhenke Mike
FOS

Philip E. Koenig
KONECKY, KOENIG, KUTSUNIS & WENG, P.C.
1515 - 4th Avenue; Suite 301
Rock Island, IL 61201
Phone: 309.786.3313

1618005002 -- Rock Island
Andalusia / Berhenke Kenneth
FOS

2007-08559

PATRICIA "PAT" VERONDA
ROCK ISLAND COUNTY RECORDER
ROCK ISLAND, IL

RECORDED ON
04/17/2007 02:53PM

REC FEE: 35.50
RESP FEE: 10.00

BOOK: 0
PAGE: 0

PAGES: 7

This document was prepared by:
ANDALUSIA COMMUNITY BANK.....
601 8TH ST E.....
PO BOX 769 ANDALUSIA, IL 61232.

When recorded, please return to:
ANDALUSIA COMMUNITY BANK.....
601 8TH ST E.....
PO BOX 769 ANDALUSIA, IL 61232.

45.52
E

State of Illinois

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 04-10-2007 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: KENNETH D. BERHENKE, A SINGLE PERSON
PO BOX 212
ANDALUSIA, IL 61232

LENDER: ANDALUSIA COMMUNITY BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS
601 8TH ST E
PO BOX 769 ANDALUSIA, IL 61232

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:
SEE ATTACHED

The property is located in ROCK ISLAND at 10010 1/2 - 92ND AVE W
(County)
TAYLOR RIDGE Illinois 61284
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)
KENNETH D BERHENKE SECURES A NOTE IN THE AMOUNT OF \$13,394.20 AT A RATE OF 8.90%
WITH A MATURITY DATE OF 05/14/09

K B
(page 8 of 6)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
8. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
15. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
16. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
17. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

18. **ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.
19. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
20. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
21. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
22. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
23. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

1618005002 -- Rock Island
Andalusia / Berhenke Kenneth
FOS

24. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 13,394.20. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. (Check all applicable boxes)
 - Condominium Rider Planned Unit Development Rider Other
- Additional Terms.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

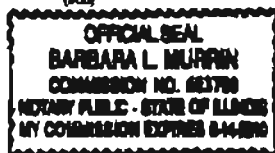
- If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

Kenneth D. Berhenke *4/10/07*
(Signature) KENNETH D. BERHENKE (Date) (Signature) (Date)

ACKNOWLEDGMENT:

STATE OF ILLINOIS COUNTY OF ROCK ISLAND) ss.
(Noted) This instrument was acknowledged before me this 10TH day of APRIL, 2007
by KENNETH D. BERHENKE, A SINGLE PERSON

My commission expires: 06-14-2010
(Not)



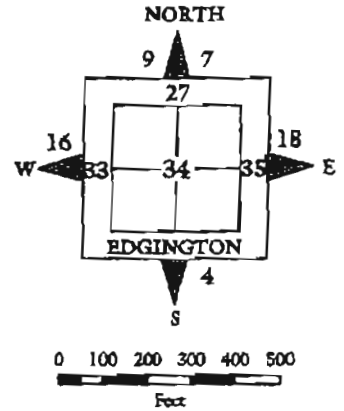
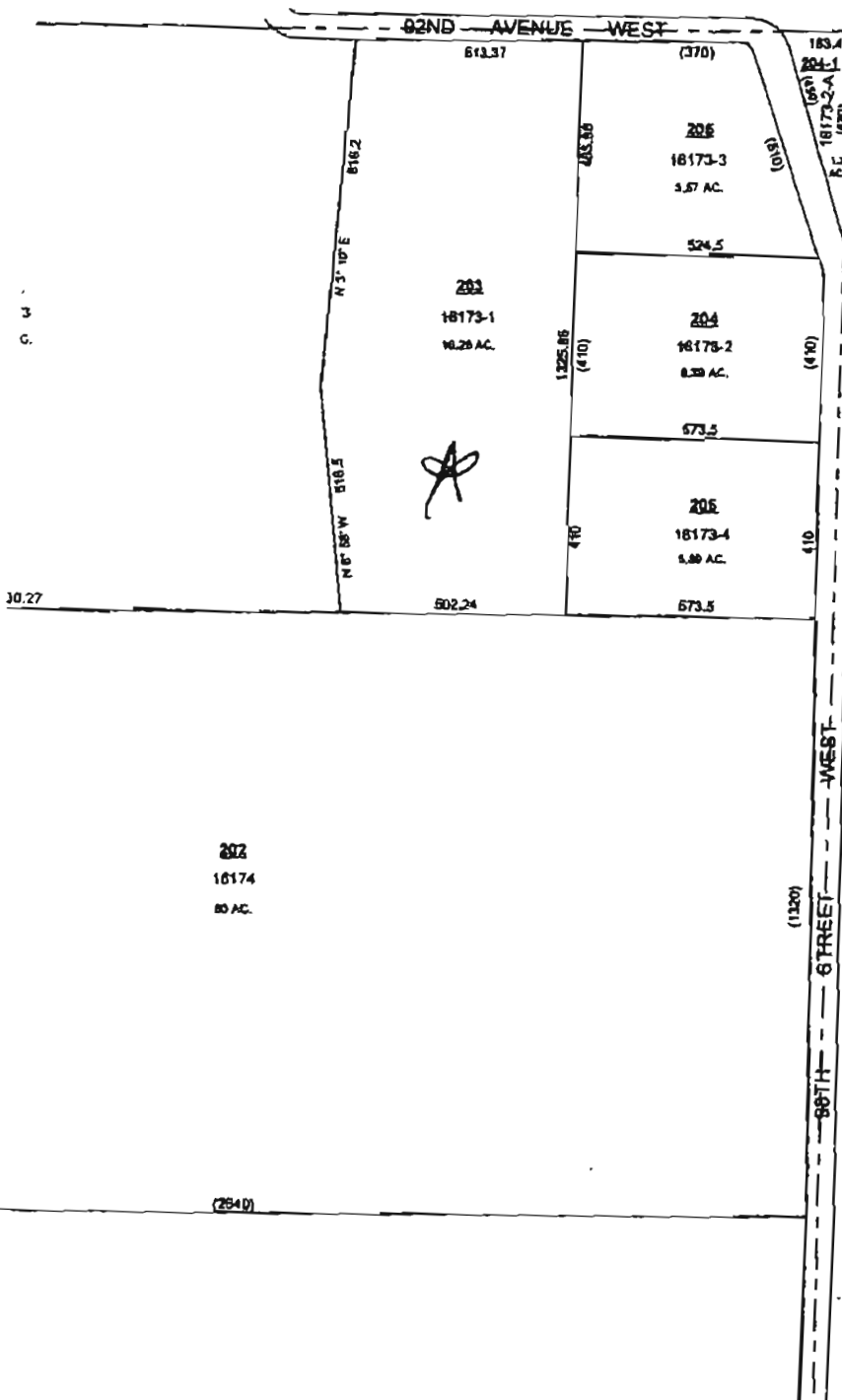
Barbara L. Murrin
(Notary Public)
BARBARA L MURRIN

1618005002 -- Rock Island
Andalusia / Berhenke Kenneth
FOS

That part of the North One Half of the Northeast Quarter of Section 34, Township 17 North, Range 3 West of the Fourth Principal Meridian, situated in Rock Island County, Illinois, described as follows: Beginning at a point on the North line of Section 34, said point being 573.50 feet West of the NE corner thereof, go thence S 89°43'33" West along said North line for 513.37 feet; thence S 3°10'48" W for 818.2 feet; thence S 6°58'35" E for 516.5 feet to the S line of said N½ of the NE¼; thence N 88°31' E along said S line for 502.24 feet; thence N 0°15'02" W for 1,325.88 feet to the point of beginning and terminating. And subject to a public road right of way along the North line thereof, situated in the County of Rock Island and State of Illinois.

1618005002 -- Rock Island
 Andalusia / Berhenke Kenneth
 FOS

NOTE: STARTING IN 2002, PARCEL
 NUMBERS WILL NOT REFLECT THE
 TOWNSHIP ABBREVIATIONS, BUT
 THE 2-DIGIT TOWNSHIP NUMBER.



GIS DEPARTMENT
 ROCK ISLAND COUNTY,
 ILLINOIS

(A)
 SNYDER'S 1ST SUBD. -- FILED JUNE
 25, 1976, IN PLAT BOOK 45, PAGE 49.
 161047 - 1057

(B)
 DAVID'S 1ST SUBD. -- FILED OCT.
 29, 2003. DOC # 2003 - 42501.
 161338

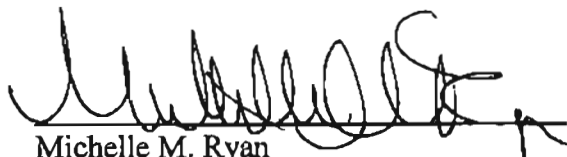
PROOF OF SERVICE

I hereby certify that I did on the 10th day of May 2011, send by Certified Mail, Return Receipt Requested, with postage thereon fully prepaid, by depositing in a United States Post Office Box a true and correct copy of the following instrument(s) entitled ADMINISTRATIVE CITATION, AFFIDAVIT, and OPEN DUMP INSPECTION CHECKLIST

To: Estate of Kenneth D. Berhenke, Sr.
c/o Mike Berhenke, Executor
P.O. Box 221
Andulsia, IL 61232

and the original and nine (9) true and correct copies of the same foregoing instruments on the same date by Certified Mail, Return Receipt Requested, with postage thereon fully prepaid

To: John Therriault, Clerk
Pollution Control Board
James R. Thompson Center
100 West Randolph Street, Suite 11-500
Chicago, Illinois 60601



Michelle M. Ryan
Assistant Counsel

Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
(217) 782-5544