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RETURN TO BOX 43

ENVIRONMENTAL INDEMNITY AGREEMENT

THIS ENVIRONMENTAL INDEMNITY AGREEMENT is entered into as of December 5, 1994 by Johannes H. Bungener and Idza F. Bungener (collectively known as the "Indemnitor"), to and for the benefit of Bank of Northern Illinois ("Bank").

WITNESSETH:

WHEREAS, Glenview State Bank, as Trustee u/t/a dated 2-13-76 a/k/a Trust #1187 hold(s) legal title to the Premises (hereinafter defined) which Premises has been pledged to the Bank to secure the Note (hereinafter described) pursuant to a certain Mortgage dated December 5, 1994, as amended from time to time (hereinafter "Mortgage"); and

WHEREAS, Johannes H. Bungener and Idza F. Bungener executed and delivered to the Bank a Term Note dated December 5, 1994 (the "Note") in the principal amount of \$140,000.00 payable to the order of the Bank, evidencing a loan in said principal amount (the "Loan"); and

WHEREAS, the Bank has required that the Indemnitor, who acknowledges a substantial interest in the making or extending of the Loan and a substantial economic benefit therefrom, furnish as additional security for the Note the within Environmental Indemnity Agreement.

NOW, THEREFORE, in consideration of the premises, the making of the Loan by the Bank, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Indemnitor represents, warrants, covenants and agrees as follows:

1. The foregoing recitals are hereby incorporated into and made a part of this Environmental Indemnity Agreement.
2. The Indemnitor represents and warrants as of the date hereof: (a) the Indemnitor or any of its affiliates or subsidiaries and the Premises comply in all material respects with any applicable Environmental Law; (b) the Indemnitor or any of its affiliates or subsidiaries has obtained all Governmental Approvals required for its operations and the Premises by any applicable Environmental Law; (c) the Indemnitor or any of its affiliates or subsidiaries has not, and has no knowledge of any other person who has, caused any Release, threatened Release, or disposal of any Hazardous Material at the Premises in any material quantity; to the knowledge of the Indemnitor or any of its affiliates or subsidiaries, the Premises is not adversely affected by any Release, threatened Release, or disposal of a Hazardous Material originating or emanating from any other property; (d) the Premises does not contain and has not contained any: (i) underground storage tank, (ii) material amounts of asbestos-containing building material, (iii) any landfills or dumps, (iv) hazardous waste management facility as defined pursuant to RCRA or any comparable state law, or (v) site on or nominated for the National Priority List promulgated pursuant to CERCLA or any state remedial priority list promulgated or published pursuant to any comparable state law; (e) the Indemnitor or any of its affiliates or subsidiaries has not used a material quantity of any Hazardous Material and has conducted no Hazardous Material Activity at the Premises; (f) the Indemnitor or any of its affiliates or subsidiaries has no material liability for response or corrective action, natural resource damage, or other harm pursuant to CERCLA, RCRA, or any comparable state law; the Indemnitor or any of its affiliates or subsidiaries is not subject to, nor has notice or knowledge of, and is not required to give any notice of any Environmental Claim involving the Indemnitor or any of its affiliates or subsidiaries or the Premises; there are no conditions or occurrences at the Premises which could reasonably be anticipated to form the basis for an Environmental Claim against the Indemnitor or any of its affiliates or subsidiaries or the Premises; (g) the Premises is not subject to any, and the Indemnitor or any of its affiliates or subsidiaries has no knowledge of any imminent, restriction on the ownership, occupancy, use, or transferability of the Premises in connection with any (i) Environmental Law or (ii) Release, threatened Release, or disposal of a Hazardous Material; and, (h) there are no conditions or circumstances at the Premises which pose a risk to the environment or the health or safety of persons.
3. The Indemnitor covenants and agrees that it will jointly and severally indemnify, hold harmless, and defend and hereby waives any claim for contribution the Bank and any current or former officer, director, employee or agent of Bank (hereinafter collectively referred to as the "Indemnitees") from any and all claims, losses, damages, response costs, clean-up costs and expenses of any nature whatsoever, arising out of or in any way relating to the existence of Hazardous Materials over, beneath, in or on the Premises or adjacent parcels, or in the improvements on the Premises, as set forth in Paragraph 2 hereof, or a breach of any representations, warranties, covenants or agreements set forth in the Mortgage, including but not limited to: (a) claims of third parties (including governmental agencies) for damages, penalties, response costs, clean-up costs, injunctive or other relief; (b) costs and expenses of removal, remediation and restoration, including, without limitation, fees of experts, and costs of reporting the existence of Hazardous Materials to any governmental agency; (c) any Release, threatened Release, or disposal of any Hazardous Material at the Premises by the Indemnitor or any of its affiliates or subsidiaries; (d) the operation or violation of any Environmental Law at the Premises or by the Indemnitor or any of its affiliates or subsidiaries; (e) any Environmental Claim in connection with the Premises or Indemnitor or any of its affiliates or subsidiaries; (f) the inaccuracy or breach of any representation, warranty or covenant by the Indemnitor or any of its affiliates or subsidiaries contained in this section of this agreement; and (g) any and all other expenses or obligations, whether or not taxable as costs, including, without limitation, reasonable attorneys' fees, witness fees, costs of investigation, deposition costs, copying and telephone charges and other expenses, all of which shall be due and payable on demand, with interest thereon at the default rate under the Note from the date of expenditure.
4. The representations, warranties, covenants and agreements contained herein and the obligations of the Indemnitor to indemnify the Bank and the other Indemnitees with respect to the expenses, damages, losses, costs, and liabilities set forth in Paragraph 3 hereof, shall survive: (a) any transfer of all or any portion of the Premises or the beneficial interest under any land trust holding legal title thereto; (b) the foreclosure of any liens on the Premises by the Bank or a third party or the conveyance thereof by deed in lieu of foreclosure (and shall not be limited to the amount of any deficiency in any foreclosure sale of Premises) (c) repayment of the Note; and (d) all other indicia of the termination of the relationship between Glenview State Bank, as Trustee u/t/a dated 2-13-76 a/k/a Trust #1187 or Indemnitor and the Bank.
5. Each Indemnitor shall be fully, unconditionally, irrevocably and jointly and severally liable for all of its obligations hereunder, notwithstanding any exculpatory or limitation of liability clauses of any kind, if any, contained in the Note, the Mortgage or in any other document further evidencing or securing the Note.
6. In the event that the Bank or the other Indemnitees incur any costs (including, without limitation, reasonable attorneys' fees and court costs) to collect or enforce the Indemnitor's obligations hereunder, the Indemnitor shall, upon demand by the Bank or the other Indemnitees, immediately reimburse the Bank or the other Indemnitees therefor, with interest thereon from the date of expenditure at the default rate under the Note.
7. This Agreement shall be construed according to and governed by the laws of the State of Illinois.
8. The obligations and liabilities of the Indemnitor under this Agreement shall be binding upon and enforceable against the Indemnitor and its successors, assigns, and personal representatives.
9. As used herein the following terms shall mean:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., and any future amendments; "Damages" shall mean all damages, and includes, without limitation, punitive damages, liabilities, costs, losses, diminutions in value, fines, penalties, demands, claims, cost recovery actions, lawsuits, administrative proceedings, orders, response action costs, compliance costs, investigation expenses, consultant fees, attorneys' and paralegals' fees, and litigation expenses; "Environmental Assessment" shall mean the inspection and report as to environmental matters pertaining to the Premises or other real properties; "Environmental Claim" shall mean any


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investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding, or claim (whether administrative, judicial, or private in nature) arising (a) pursuant to, or in connection with, an actual or alleged violation, any Environmental Law, (b) in connection with any Hazardous Material or actual or alleged Hazardous Material Activity, (c) from any abatement, removal, remedial, corrective, or other response action in connection with a Hazardous Material, Environmental Law or other order of a Governmental Authority or (d) from any actual or alleged damage, injury, threat, or harm to health, safety, natural resources, or the environment; "Environmental Law" shall mean any current or future Legal Requirement pertaining to (a) the protection of health, safety, and the indoor or outdoor environment, (b) the conservation, management, or use of natural resources and wildlife, (c) the protection or use of surface water and groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material or (e) pollution (including any Release to air, land, surface water, and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., Hazardous Materials Transportation Act, 49 USC App. 1801 et seq., Occupational Safety and Health Act of 1970, as amended, 29 USC 651 et seq., Oil Pollution Act of 1990, 33 USC 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 USC 11001 et seq., National Environmental Policy Act of 1969, 42 USC 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 USC 300(f) et seq., any similar, implementing or successor law, and any amendment, rule, regulation, order, or directive issued thereunder; "Environmental Record" shall mean any document, correspondence, pleading, report, assessment, analytical result, Governmental Approval, or other record concerning a Hazardous Material, compliance with an Environmental Law, an Environmental Claim, or other environmental subject; "Governmental Approval" shall mean any permit, license, variance, certificate, consent, letter, clearance, closure, exemption, decision or action or approval of a Governmental Authority; "Governmental Authority" shall mean any international, foreign, federal, state, regional, county, or local person or body having governmental or quasi-governmental authority or sub-division thereof; "Hazardous Material" shall mean any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant, or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls, and petroleum (including crude oil or any fraction thereof) and (b) any such material classified or regulated as "hazardous" or "toxic" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 USC 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 USC 1251 et seq., Clean Air Act of 1966, as amended, 42 USC 7401 et seq., Toxic Substances Control Act of 1976, 15 USC 2601 et seq., or Hazardous Materials Transportation Act, 49 USC App. 1801 et seq.; "Hazardous Material Activity" shall mean any activity, event, or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action of any Hazardous Material; "Legal Requirement" shall mean any treaty, convention, statute, law, regulation, ordinance, Governmental Approval, injunction, judgment, order, consent decree, or other requirement of any Governmental Authority; "Material Adverse Effect" shall mean any changes or effects that individually or in the aggregate are or are reasonably likely to be materially adverse to (a) the assets, business, operations, income, or condition (financial or otherwise) of the Indemnitor, (b) transactions contemplated by this agreement, or (c) the ability of the Indemnitor to perform their respective obligations under this agreement or (d) the condition or fair market value of the Premises; "Premises" shall mean that certain real estate and any improvements thereon legally described in Exhibit A attached hereto; "RCRA" shall mean the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1980, 42 USC 6901 et seq., and any future amendments; "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharge, injecting, escaping, leaching, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks, and other receptacles containing or previously containing any Hazardous Material.

10. All actions or proceedings arising out of or in any way related to this Agreement may at the Bank's option be filed in a state or federal court located in the County of Lake or Cook, State of Illinois, and the Indemnitor hereby consents to the jurisdiction and venue of any such court and waives its right to move for a change of venue in such action.

IN WITNESS WHEREOF, the Indemnitor has executed this Agreement as of the date first set forth above.


 Johannes H. Bungener,
 individually and as beneficiary of
 Glenview State Bank, as Trustee u/a dated 2-13-76 a/k/a Trust
 #1187

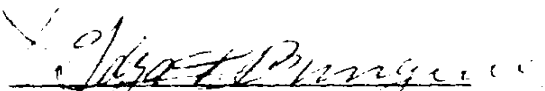
STATE OF ILLINOIS)
) SS.
 COUNTY OF _____)

I, JULIE ANDREWS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Johannes H. Bungener, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of NOVEMBER, 1994.


 NOTARY PUBLIC

COMMISSION EXPIRES: OCTOBER 15, 1997


 Idze F. Bungener,
 individually and as beneficiary of
 Glenview State Bank, as Trustee u/a dated 2-13-76 a/k/a Trust
 #1187

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STATE OF ILLINOIS)

COUNTY OF Cook)

I, Josephine C. Poduch, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Idza F. Bungener, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of December, 1994

Josephine C. Poduch
NOTARY PUBLIC

COMMISSION EXPIRES: 1-7-97



Property of Cook County Clerk's Office

DEPT-01 RECORDING \$27.00
70004 TRAN 0551 12/16/94 12:59:00
2483 #1F *-04-051049
COOK COUNTY RECORDER

040710:19

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 12 in Block 4 in George F. Nixon and Company's North Shore Forest Preserve, being a subdivision of Lots 20 and 21 in County Clerks Division of Section 31, Township 42 North, Range 13, East of the Third Principal Meridian, according to Plat thereof recorded August 5, 1925 as Document 8996049, in Cook County, Illinois

P.I.N. 05-21-309-012

Property of Cook County Clerk's Office

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