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THIS DOCUMENT PREPARED BY:

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Doc# 2134919030 Fee \$61.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/15/2021 01:08 PM PG: 1 OF 6

AFTER RECORDING RETURN TO:

Grand Ridge National Bank
500 S. County Farm Road
Wheaton, Illinois 60187

PERMANENT INDEX NUMBER:

13-32-227-006-0000;
13-32-226-003-0000; 13-32-226-004-0000
13-32-226-005-0000; 13-32-226-007-0000
13-32-226-008-0000; 13-32-226-010-0000

PROPERTY ADDRESSES:

2028 N. Major Avenue
Chicago, IL 60639
2000 N. Mango Avenue
Chicago, IL 60639

ENVIRONMENTAL INDEMNIFICATION AGREEMENT

In consideration of any extension of credit whether heretofore or hereafter made by Grand Ridge National Bank (hereinafter referred to as "**Bank**") at its offices located at 500 S. County Farm Road, Wheaton, Illinois 60187, to American Grinding & Machine Co., an Illinois corporation, and Interstate Abrasives, Inc., an Illinois corporation (hereinafter collectively referred to as "**Borrower**"), both having their offices at 2000 N. Mango Avenue, Chicago, IL 60639, pursuant to a certain Loan Agreement between Bank and Borrower (the "**Loan Agreement**") of even date herewith (the "**closing date**"), the undersigned hereby indemnifies Bank and the United States Small Business Administration ("**SBA**") against and agrees to defend and hold Bank and SBA harmless from any and all:

(a) claims, losses, damages, liabilities, penalties, fines, charges, interest, judgments, administrative and judicial proceedings, voluntary or involuntary, remedial actions including property maintenance and enforcement actions of any kind, public or private, arising directly or indirectly, in whole or in part, out of (i) the presence of any Hazardous Materials, as hereafter defined, on, under or from the premises (as defined in the Loan Agreement) and as described in Exhibit "A" hereto ("**Premises**"), and (ii) any activity carried on or undertaken on or off the Premises either prior to or after the date of this Environmental Indemnification Agreement, whether

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by Borrower or any predecessor in title or any employees, agents, affiliates, contractors or subcontractors of Borrower or any predecessor in title, or any third persons in connection with the use, handling, treatment, removal, storage, decontamination, clean up, transport or disposal of any Hazardous Materials at any time located or present on the Premises; and

(b) costs and expenses incurred by Bank and/or SBA in connection with any occurrence, event, matter or circumstance described in the preceding paragraph (a) including, without limitation, Bank's and SBA's reasonable attorneys' fees and expenses, court costs, and all other out-of-pocket expenses.

The Hazardous Materials Indemnity shall also apply to any residual contamination on or under the Premises and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport, or disposal of any Hazardous Materials, whether or not such activities were or will be taken in accordance with then applicable laws, regulations, codes and ordinances or otherwise.

Hazardous Materials, as used in this Agreement shall mean any flammables, explosives, radioactive materials, hazardous wastes, friable asbestos or any material containing asbestos, toxic substances or related materials, including, without limitation, substances now or hereafter defined as hazardous substances, hazardous materials or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), The Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et. seq.); any so-called "Superfund" or "Superlien" law, or any other applicable federal, state or local law, common law, code, rule, regulation, or ordinance, presently in effect or hereafter enacted.

The undersigned further agree to immediately notify Bank in writing either personally, by nationally recognized overnight delivery service, or by mail, addressed to Bank at the address listed below, (or at the address of any other party designated by Bank in writing) in the event that:

(a) it receives any notice or inquiry from any federal, state or local environmental agency regarding the actual or potential use, generation, storage, handling, clean up, treatment, removal, transport, or disposal of any Hazardous Materials on, under or about the Premises; or

(b) it receives any notice of claim of loss, damage, or liability from any non-governmental agency, department or entity, or private party resulting from the presence of Hazardous Materials on or about the Premises.

Notwithstanding any provision of any previous agreement between Borrower and Bank to the contrary, this Agreement shall continue indefinitely in full force and effect and survive the satisfaction, termination, suspension or cancellation of any and all other obligations and agreements between Bank and Borrower, including a foreclosure or deed in lieu of foreclosure.

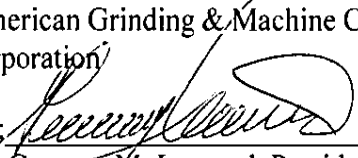
This Agreement may be executed in several counterparts, and each executed counterpart shall constitute an original instrument, but such counterparts shall together constitute but one and the same instrument.

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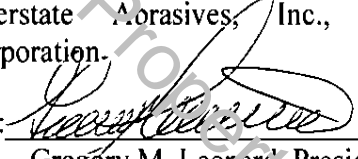
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the effective date set forth below.

“BORROWER”

American Grinding & Machine Co., an Illinois corporation

By: 
Gregory M. Leonard, President

Interstate Abrasives, Inc., an Illinois corporation

By: 
Gregory M. Leonard, President

Dated: December 3rd, 2021

Property of Cook County Clerk's Office

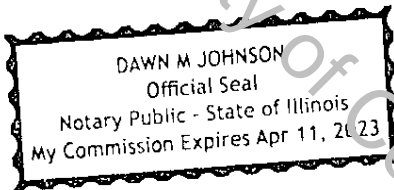
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, DAWN M. JOHNSON, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that **Gregory M. Leonard**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person in his capacity as President of American Grinding & Machine Co., an Illinois corporation, and President of Interstate Abrasives, Inc., an Illinois corporation, and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 3rd day of December, 2021.

Dawn M. Johnson
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOTS 1 TO 9 BOTH INCLUSIVE AND THE EAST/WEST VACATED ALLEY NORTH OF AND ADJOINING TO LOTS 10 TO 19, BOTH INCLUSIVE (EXCEPT THE EAST 76.00 FEET THEREOF); LOT 20 (EXCEPT THE EAST 72.00 FEET THEREOF); LOT 21 (EXCEPT THE EAST 70.00 FEET THEREOF); LOT 22 (EXCEPT THE EAST 70.00 FEET THEREOF); LOT 23 (EXCEPT THE EAST 66.00 FEET THEREOF); LOT 24 (EXCEPT THE EAST 66.00 FEET THEREOF); THE SOUTH 9.00 FEET OF LOT 25 (EXCEPT THE EAST 66.00 FEET); ALL OF LOTS 26, 27 AND 28; AND ALL OF THE NORTH/SOUTH VACATED ALLEY, LYING EAST OF AND ADJOINING TO LOTS 1 TO 9, BOTH INCLUSIVE; AND THAT PART OF THE VACATED SOUTH 1/2 OF DICKENS AVENUE, LYING NORTH OF AND ADJOINING LOTS 1 AND 28 AND NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOT 1 EXTENDED EAST, A DISTANCE OF 16.00 FEET ALL IN BLOCK 6 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32 TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTERLINE OF GRAND AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 1 ABOVE IS COMMONLY KNOWN AS: 2028 NORTH MAJOR AVENUE, CHICAGO, IL 60639;

PIN NO. 13-32-227-006-0000.

PARCEL 2:

LOTS 10 TO 19 BOTH INCLUSIVE, AND THAT PART OF THE EAST 1/2 OF VACATED MENARD AVENUE, LYING WEST OF AND ADJOINING SAID LOT 10 AND LYING SOUTH OF THE NORTH LINE OF LOT 10 EXTENDED WEST, AND LYING NORTH OF SOUTH LINE OF SAID LOT 10 EXTENDED WEST, ALL IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CENTER OF GRAND AVENUE (EXCEPT RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF VACATED ARMITAGE AVENUE WHICH LIES SOUTH OF AND ADJOINING LOTS 10 TO 19 IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CENTER LINE OF GRAND AVENUE (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY) AND NORTH OF THE RIGHT OF WAY OF SAID RAILROAD; AND ALSO THAT PART OF VACATED NORTH MENARD AVENUE LYING WEST OF AND ADJOINING SAID VACATED PORTION OF ARMITAGE AVENUE HEREINBEFORE DESCRIBED, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 22 AND 23, EXCEPT THAT PART OF SAID LOT 23 DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NO. 90096334, IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF CENTER OF GRAND AVENUE (EXCEPT RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 6 TO 9 BOTH INCLUSIVE, AND LOTS 20 TO 21, TOGETHER WITH THE EAST 1/2 OF VACATED NORTH MENARD AVENUE WHICH LIES WEST OF AND ADJOINING SAID LOTS 6 THROUGH 9 AND WEST OF THE WEST LINE OF SAID LOT 9 EXTENDED SOUTH 16 FEET TO THE NORTHWEST CORNER

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OF LOT 10 AND LYING NORTH OF THE NORTH LINE OF SAID LOT 10 EXTENDED WEST 33 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID MENARD AVENUE; ALSO INCLUDING THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY WHICH LIES SOUTH OF LOT 9 AND NORTH OF LOTS 10 TO 14 BOTH INCLUSIVE, AND WEST OF THE EAST LINE OF LOT 9 EXTENDED SOUTH 16 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 14 ALL IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF GRAND AVENUE (EXCEPT RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY EAST AND ADJOINING LOTS 6 THROUGH 9 IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF GRAND AVENUE (EXCEPT RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY WHICH LIES SOUTH OF LOT 20 AND NORTH OF LOTS 15 TO 19 BOTH INCLUSIVE, AND EAST OF THE WEST LINE OF LOT 20 EXTENDED SOUTH 16 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 15 ALL IN BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER OF GRAND AVENUE (EXCEPT RIGHT OF WAY OF CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) ALL IN COOK COUNTY, ILLINOIS.

PARCELS 2 TO 7 ARE COMMONLY KNOWN AS: 2000 NORTH MANGO AVENUE, CHICAGO, IL 60639

PIN NOS. 13-32-226-003-0000, 13-32-226-004-0000, 13-32-226-005-0000, 13-32-226-007-0000, 13-32-226-008-0000 AND 13-32-226-010-0000.