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ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (the "Indemnity Agreement") is made this 12th day of November, 1990, by ALI D. ATA (herein collectively known as "Indemnitor"), to and for the benefit of REPUBLIC BANK OF CHICAGO ("Lender").

WHEREAS Indemnitor has or had control, possession, or an ownership interest in and to certain property located in Chicago and Downers Grove, Illinois, which is more specifically described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter referred to as the "Property"), and which secures or will secure a loan made or to be made by Lender to Indemnitor; and

WHEREAS, as one of the conditions of making the Loan, Lender is requiring the execution and delivery of this Agreement.

NOW, THEREFORE, to induce Lender to make the Loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Indemnitor hereby represents, warrants, covenants and otherwise agrees as follows:

1. Indemnitor represents and warrants that there are no known or unknown nor have there been any, nor will Indemnitor cause there to be any hazardous, toxic or dangerous materials, wastes, substances, pollutants or other contaminants of any kind whatsoever (hereinafter collectively referred to as "Hazardous Materials and Wastes"), generated, released, stored, deposited, buried or otherwise located beneath, over, in or upon, or which have been or will be used in the construction of facilities on, the Property, or which are or could be or become detrimental to the Property, human health or the environment generally, or which are or could be or become a violation of any federal, state, or local statute, law, ordinance, code rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials and Wastes now or at any time hereafter in effect.

2. Indemnitor covenants and agrees, that he shall indemnify and hold harmless Lender from, and defend Lender against, any and all claims, losses, damages and other injuries arising out of or in any way relating to a breach of any of the representations and warranties set forth in Paragraph 1 above, including, but not limited to: (a) claims of third parties (including governmental agencies) for damages, penalties, response and clean-up costs, and also claims for injunctive relief; (b) costs and expenses of removal and restoration.

3. In the event that Lender incurs any costs (including attorneys' fees and court costs) to collect or enforce Indemnitor's obligations hereunder, Indemnitor shall, on demand by Lender, immediately reimburse Lender therefor.

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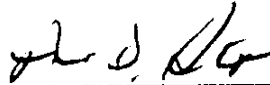
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4. This Indemnity Agreement shall be construed according to the laws of the State of Illinois, and venue shall be in Cook County, Illinois.

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



ALI D. ATA

Property of Cook County Clerk's Office

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EXHIBIT "A"

Parcel 1

Lots 7 and 8 in Block 4 in Auburn Highlands, being Hart's Subdivision of Blocks 1, 2, 7 and 8 in Circuit Court Partition of the Northwest Quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-32-104-003

Common Address: 1351 W. 79th Street
Chicago, Illinois 60620

Parcel 2

Lot 37 in Gallagher and Henry's Dunham Place Unit 4, being a Subdivision of part of the Southwest Quarter of Section 19, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 26, 1986 as Document R86-10079, in DuPage County, Illinois.

PIN: 09-19-301-025

Common Address: 6719 Stonewall
Downers Grove, Illinois 60516



SEPT-01 RECORDING \$16.25
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#1277 H.C. * -90-608997
COOK COUNTY RECORDER

*Mrs. Ann Depina Real Estate Chicago
6501 S. Parkside Rd.
Chicago, IL 60629*

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