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ENVIRONMENTAL INDEMNITY AGREEMENT

THIS INDEMNITY is entered into NOVEMBER 13, 1992
by FRANK GEMMELLARO & GRAZIELLA GEMMELLARO to and
for the benefit of LaSalle Bank Westmont and
its successors and assigns.

R E C I T A L S

A. Bank has agreed to make a loan in the maximum principal amount of ~~-----\$300,000.00-----~~ Dollars ("Loan") to Borrower evidenced by a Note of the Borrower ("Note"), which Loan is secured by, among other things, a mortgage on the property legally described on Exhibit A hereto and the improvements constructed thereon (the "Premises").

B. It is a condition of Bank's disbursement of the proceeds of the Loan that this Indemnity be executed and delivered by Borrower.

NOW, THEREFORE, in consideration of the foregoing and of the Bank making the Loan, and other valuable consideration, the receipt of which is hereby acknowledged, Borrower agrees that:

1. (a) "Environmental law" means all federal, state and local environmental, health or safety laws or regulations now or hereafter enacted.

(b) "Hazardous substance" means any toxic or hazardous waste, pollutants, or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as: "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. 9601 et seq., "hazardous materials" in the Hazardous Materials Transportation Act, 49 U.S.C. § 1802, et seq., "hazardous waste" in The Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. § 2601 et seq., any "toxic pollutant" under the Clean Water Act, 33 U.S.C. § 1251 et seq., as amended, any "hazardous air pollutant" under the Clean Air Act, 42 U.S.C. § 7401 et seq., and any hazardous or toxic substance or pollutant regulated under any other applicable federal, state or local environmental laws.

2. Borrower represents that, to Borrower's actual knowledge, after diligent inquiry:

(a) that except for storage of cleaning fluids, neither Borrower nor any previous owner or operator of the Premises has handled, buried, stored, retained, refined, transported, processed, manufactured, generated, produced, spilled, allowed to seep, leak, escape or leach, or pumped, poured, emitted, emptied, discharged, injected, dumped, transferred or other-

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wise disposed of or dealt with hazardous substances with respect to the Premises in violation of any currently applicable environmental laws.

(b) there has been no seepage, leak, escape, leach, discharge, injection, release, emission, spill, pumping, pouring, emptying, dumping, or other release of hazardous substances in violation of any currently applicable environmental laws from the Premises onto or into any adjacent property or waters.

(c) Borrower has not received any notice from any governmental authority of any violation of environmental laws nor any request for information pursuant to Section 204(e) of CERCLA with respect to the Premises.

3. Borrower hereby jointly and severally agree to defend, indemnify and hold Bank harmless from and against, and shall reimburse the Bank for, any and all loss, claim, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action or cause of action, arising in connection with the release or presence of any hazardous substance at or from the Premises whether foreseeable or unforeseeable, regardless of the source of such release or when such release occurred or such presence is discovered. The foregoing indemnity includes, without limitation, all costs of removal, remediation of any kind, and disposal of such Hazardous Substances, (whether or not such Hazardous Material may be legally allowed to remain in the Premises if removal or remediation is prudent) all cost of determining whether the Premises is in compliance and causing the Premises to be in compliance with all applicable environmental laws, all costs associated with claims for damages to persons, property, or natural resources, and Bank's reasonable attorneys' and consultants' fees and court costs.

4. If Bank takes title to the Premises through foreclosure or deed in lieu of foreclosure of the Mortgage, this Indemnity shall not apply to any loss or costs incurred by Bank as a direct result of affirmative actions of Bank as owner and operator of the Premises after Bank has acquired title and which actions are the sole and direct cause of damage resulting from the introduction and initial release of a hazardous substance at the Premises by Bank; provided, however, this Indemnity shall otherwise remain in full force and effect, including, without limitation, with respect to hazardous substances which are discovered or released at the Premises after Bank acquires title to the Premises, but which were not actually introduced at the Premises by Bank, with respect to the continuing migration or release of hazardous substance previously introduced at or near the Premises and with respect to all substances which may be hazardous substances and which are situated at the Premises prior to Bank taking title but are removed by Bank subsequent to such date.

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5. The foregoing indemnification, defense and hold harmless obligations of the Borrower shall survive repayment of the Note, any voluntary transfer of title to the Premises, any transfer by foreclosure or by a deed in lieu of foreclosure of the Mortgage or any bankruptcy proceeding.

6. The Borrower, and their successors and assigns, hereby waive, release and agree not to make any claim or bring any cost recovery action against Bank under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Bank is strictly liable under any environmental laws, the Borrower's obligations to Bank under this Indemnity shall likewise be without regard to fault on the part of Borrower with respect to the violation or condition which results in liability to Bank.

7. Any amount claimed hereunder by Bank, not paid by Borrower within thirty (30) days after written demand from Bank shall bear interest at two (2%) percent above the Base Rate as such term is defined in the Note.

8. This Indemnity shall inure to the benefit of Bank's successors and assigns, and shall be binding upon Borrower's heirs, personal representatives, successors and assigns.

9. This Indemnity shall be governed and construed in accordance with the laws of the State of Illinois.

10. Borrower shall be jointly, severally, and fully, unconditionally, irrevocably and personally liable for all of the obligations hereunder notwithstanding any exculpatory clauses of any kind contained in the Security Documents as defined in the Note.

11. In the event that the Bank incurs any reasonable costs (including attorneys' fees and court costs and environmental consultant's fees and advances) to collect or enforce the Borrower's obligations hereunder, the Borrower, on demand by the Bank, immediately shall reimburse the Bank therefor.

12. Wherever notices are required hereunder, the same shall be in writing and shall be delivered either personally or by United States certified or registered mail, postage prepaid, return receipt requested, which shall be deemed received three (3) days after the deposit thereof with the United States Postal Service and shall be mailed to the Borrower at the Borrower's principal place of business or to such other addresses as Borrower shall direct in writing.

13. Bank shall not be obligated to pursue or exhaust its recourse against the Premises or any other person or any security granted to Bank for the payment of the Loan prior to being entitled to performance by Borrower.

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14. No invalidity, irregularity or unenforceability (by reason of any governmental agency's purporting to reduce or amend or otherwise affecting the Loan or any security therefor) and no release or discharge of the Borrower in any receivership, bankruptcy, winding-up or other creditor proceedings shall affect, diminish or otherwise impair the rights of the Bank hereunder or be a defense of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement as of the date and year first above written.

BORROWER:

Frank Gemmellaro
Frank Gemmellaro

Graziella Gemmellaro
Graziella Gemmellaro

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SCHEDULE "A"

PARCEL 1: Lots 10, 11, and 12 in Block 1 in John F. Eberhart's Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 38 North, Range 13, East of the Third Principal Meridian, in COOK County, Illinois.

PIN: 19 23 103 012 0000; 19 23 103 013 0000; 19 23 103 014 0000.
c/k/a: 3529 W. 63rd St., Chicago, Illinois **

PARCEL 2: Lots 5 and 6 in F. H. Bartlett's Chicago Highland, being a Subdivision in the Northwest 1/4 of Section 20, Township 38 North, Range 13, East of the Third Principal Meridian, in COOK County, Illinois.

PIN: 19 20 103 017 0000; 19 20 103 018 0000
c/k/a: 6017-19 W. 63rd St., Chicago, Illinois **

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BOX 333 - TH

Prepared by 9 mail to
LaSalle Bank Westmont
Attn: Matt Tilton
139 N Cass
Westmont, IL 60559

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