

89312082

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of the 30th day of June, 1989, by and between MORGAN STREET INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership and METRO CHICAGO INVESTMENT COMPANY, an Illinois limited partnership, as tenants-in-common ("Landlord"), having an address at 150 North Wacker Drive, 16th Floor, Chicago, Illinois 60606, Attention: Michael W. Brennan and BIENENFELD GLASS CORPORATION, an Illinois corporation, ("Tenant"), having an address at 5600 Collingwood Drive, Kalamazoo, Michigan, Attention: Betsy Farner.

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Industrial Building Lease of even date herewith (the "Lease"), by which Landlord has leased to Tenant and Tenant has leased from Landlord 84,000 square feet in the building (the "Building") constructed on land situated in the City of Chicago, County of Cook, Illinois, and legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, the parties hereto desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the rights of Landlord and Tenant under the Lease and of existence of the Lease.

NOW THEREFORE, in consideration of the execution and delivery of the Lease by the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto state and agree as follows:

1. The parties executed and delivered the Lease as of the date hereof. Copies of the Lease are being held by both Landlord and Tenant at their respective addresses stated above. Capitalized terms unless otherwise defined herein shall have the meanings given to them in the Lease.

2. The Term shall commence as of the date hereof ("Commencement Date") and shall end on June 30, 1999, or such earlier date as of which the Lease is terminated as provided therein.

3. The Lease provides that if requested by a Mortgagee or Ground Lessor, Tenant will (i) subordinate its interest in the Lease to a Mortgage or Ground Lease, or (ii) make certain of Tenant's rights and interest in the Lease superior thereto, subject to

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

Thomas H. Fraerman, Esq.  
Rudnick & Wolfe  
203 North LaSalle Street  
Chicago, Illinois 60601


ADDRESS OF THE PREMISES:

929 West Exchange  
Chicago, Illinois  
P.I.N. 20-05-200-134,  
Vol. 414

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# UNOFFICIAL COPY

THF0874 08/29/89 12205/88

By:  Authorized Signatory

MORGAN STREET INVESTMENTS LLM-  
TRD PARTNERSHIP, an Illinois limited  
partnership, and METRO CHICAGO  
INVESTMENT COMPANY, an Illinois  
limited partnership

LANDLORD

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers, hereunto duly authorized, as of the date first above written.

7. This Memorandum shall inure to benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Memorandum is only intended to provide notice of the existence of the Lease and Tenant's leasehold estate, and shall not be deemed to modify or amend any of the provisions of the Lease.

5. All notice given pursuant to the Lease must be in writing and given in accordance with Section 3.02 of the Lease.

4. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum by reference as though written at length herein and the Lease and this Memorandum shall be deemed to constitute a single instrument or document. The rights and obligations of the parties hereto shall be construed solely by reference to the provisions of the Lease and in the event of any conflict between the provisions of the Lease and those of this Memorandum, the provisions of the Lease shall control.

certain terms and conditions contained in the Lease, provided that Tenant shall not be required to execute or deliver any agreement or other document which provides for subordination of Tenant's interest in this Lease unless such agreement or other document also provides, in a manner reasonably satisfactory to Tenant, that none of Tenant's possessory or other rights under the Lease shall be interfered with or modified in the event of a foreclosure of said mortgage or the conveyance of the Property, or either, by deed in lieu of foreclosure, or by termination of any Ground Lease, so long as Tenant is not in default after expiration of applicable cure periods under the Lease.

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By: Richard J. Breen  
Its: Richard J. Breen

BIENEFIELD GLASS CORPORATION,  
an Illinois corporation

TENANT:

51693508231# 5

SENT BY: RUDNICK & WOLFE (C96.) : 5-29-89 : 3:33PM : 17 Fl. (312) 984-2238-

89312082

Property of Cook County Clerk's Office  
"OFFICIAL SEAL"  
DIANE MARIE BARNETT  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires Dec. 28, 1992

My Commission Expires:

*Diane Marie Barnett*  
Notary Public

GIVEN under my hand and Notarial Seal, this 30th day of June, 1989

I, Diane Marie Barnett, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard J. Bienefeld, President of BIENEFELD GLASS CORPORATION, an Illinois corporation, and Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument pursuant to authority, as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF )  
COUNTY OF )  
SS. )

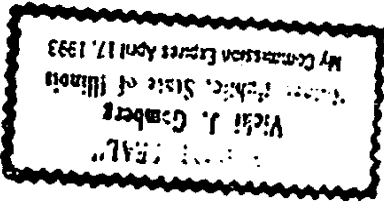
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My Commission expires:

Vicki J. Gomberg  
Notary Public

\* an Illinois limited partnership,  
and Metro Chicago Investment  
(Company), an Illinois limited  
partnership,

1989. GIVEN under my hand and notarial seal this 7th day of July

(her) (their) or (its) free and voluntary act, for the uses and purposes set forth therein.  
delivered said instrument as the free and voluntary act of said partnership and as his  
acknowledged to me that he (she) (they), being thereunto duly authorized, signed and  
the foregoing instrument, appeared before me this day in person and (severally)  
personally known to me to be the same person(s) whose name(s) is (are), subscribed to

Michael Berman, a partnership of the State of Illinois  
as authorized and signatory of Madison Street Trust as general partner(s) of  
for the County and State aforesaid, DO HEREBY CERTIFY that Michael Berman  
i. Vicki J. Gomberg  
a Notary Public, in and

STATE OF Illinois  
COUNTY OF Cook )  
SS. )

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