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FI-802P4 / 4300 South Racine
Medalist Industries, Inc.

NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT made as of this 13th day of December, 1995, by and between Madison Bank N.A., (together with any successor as mortgagee, "Mortgagee"), whose address is 10 South Riverside Plaza, Chicago, Illinois 60606, and Medalist Industries, Inc. ("Tenant"), having an office at ~~4330~~ 4300 South Racine, Chicago, Illinois ~~60609~~ 60606

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WITNESSETH

WHEREAS, Tenant is the owner of the tenant's interest under that certain lease which is hereinafter defined; and

WHEREAS, Mortgagee is the mortgagee under that certain Mortgage which is hereinafter defined; and

WHEREAS, Mortgagee and Tenant are desirous of entering into this NonDisturbance, Attornment and Subordination Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual execution of this Agreement by the parties, Mortgagee and Tenant agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

Demised Premises: The portion of the Mortgaged Property (which Mortgaged Property is more particularly described in Exhibit A hereto) demised under the Lease

Lease: That certain Lease dated as of February 3, 1993, between Mortgagor, or its predecessor in interest, as landlord, and Tenant, as tenant.

Mortgage: That certain Mortgage, Assignment of Rents and Leases, made by Mortgagor to Mortgagee, which encumbers, and shall be (or has been) recorded against, the Mortgaged Property, as the same may be amended, consolidated, spread or supplemented from time to time.

Mortgaged Property: The real property in which the Demised Premises are located.

Mortgagee: Madison Bank N.A. together with its successors and assigns.

This document was prepared by and in the event of recording should be returned to:
First Industrial Realty Trust, Inc.
Attn: Jon Raleigh
150 N. Wacker Drive, Suite 150
Chicago, Illinois 60606



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Mortgagee: First Industrial, L.P., a Delaware limited partnership or its successor who is the holder of the fee interest in the Mortgaged Property and of the interest of lessor under the Lease.

Person: An individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity of whatever nature.

Purchaser: Any Person acquiring the Mortgaged Property (i) in any foreclosure or any action or proceeding (judicial or non-judicial) instituted under or in connection with the Mortgage or (ii) by delivery of a deed or assignment given in lieu of foreclosure, and such Person's successors and assigns.

2. **NonDisturbance.** As long as no default exists beyond any applicable notice and grace period under the Lease, which would then entitle the landlord under the Lease to terminate the Lease or would cause, without any further action of such landlord, the termination of the Lease or would then entitle such landlord to dispossess the tenant thereunder, the Lease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Demised Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any other manner, in any foreclosure or any action or proceeding instituted under or in connection with the Mortgage or in the case the Mortgagee takes possession of the Mortgaged Property pursuant to any provisions of the Mortgage, ~~except that Purchaser or Mortgagee~~ shall not be (a) liable for any act or omission or default of any prior lessor or landlord (including, without limitation, the then defaulting landlord in respect of time prior to the date Purchaser acquires the Mortgaged Property); or (b) subject to any offsets or defenses which Tenant might have against any prior lessor or landlord (including, without limitation, the then defaulting landlord) in respect of time prior to the date Purchaser acquires the Mortgaged Property; or (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including, without limitation, the then defaulting landlord); or (d) bound by any amendment or modification of the Lease or any cancellation or surrender of the same made without Mortgagee's prior written consent; or (e) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such Purchaser succeeded to any prior landlord's interest; or (f) bound by any obligation under the Lease to perform any work or to ~~make any improvements to the Demised Premises.~~

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3. **Attornment.** If the interests of the landlord under the Lease shall be transferred to a Purchaser, Tenant shall be bound to such Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefor in the Lease, with the same force and effect as if Purchaser were the landlord under the Lease, and Tenant attorns to Purchaser, including Mortgagee if it be Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon Purchaser's succeeding to the interest

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of the landlord under the Lease. The respective rights and obligations of Tenant and Purchaser or Mortgagee upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein, except as otherwise provided in this Agreement.

4. Subordination. The Lease now is and at all times shall continue to be subject and subordinate in each and every respect to the lien of the Mortgage and to any and all increases, renewals, modifications, extensions, substitutions, consolidations and replacements of the Mortgage.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns as mortgagee, and Tenant and its successors and assigns as holders of the interest of the tenant under the Lease.

6. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Mortgage Property is located.

7. No Partnership. It is understood and agreed that the sole interest of Mortgagee in the Mortgaged Property is that of mortgagee and nothing herein is to be construed as either creating or evidencing a partnership or joint venture between Mortgagor and Mortgagee or creating a guaranty of the obligations of owner by Mortgagee.

8. Recognition of Mortgage as "Mortgagee" Under the Lease. Tenant hereby recognizes Mortgagee as "Mortgagee" under the Lease and agrees to forward copies of any notices required to be given to the Mortgagee pursuant to the terms of the Lease at the address of Mortgagee set forth above. Tenant further agrees that Mortgagee shall be entitled to any other rights and privileges granted to a "Mortgagee" under the Lease.

IN WITNESS WHEREOF, Mortgagee and Tenant have executed the foregoing agreement as of the day and year first hereinabove written.

Madison Bank N.A.,
Mortgagee

Medalist Industries, Inc.

By: [Signature]
Name: DANIEL KOHN
Its: agent & attorney in fact

By: [Signature]
Name: William S. Blough, Jr.
Its: V-P & Sec

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STATE OF Wisconsin)
) SS.
COUNTY OF Milwaukee)

The foregoing was acknowledged before me this 13th day of August, 1995, by William C. O'Connell, the Vice President of Manville Industries, Inc., a corporation under the laws of the State of Wisconsin, on behalf of the corporation.

NOTARY STAMP OR SEAL:

Jan. Robert A. Morrison
SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

REVOKED BY DEEDS
June 22, 1997

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STATE OF Illinois)
COUNTY OF Cook) SS.

The foregoing was acknowledged before me this 14th day of December, 1995, by James P. [Signature] the President of Mac [Signature], a corporation under the laws of the State of Illinois on behalf of the corporation.

NOTARY STAMP OR SEAL:

[Signature]
SIGNATURE OF PERSON TAKING
ACKNOWLEDGMENT

" OFFICIAL SEAL "
DORIS R. CHARTRAND
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/30/96

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EXHIBIT "A"

Legal Description

A parcel of land comprised of part of Block 9 and all of Block 10, together with all of the East and West 30 foot strip of land lying between said Block 9 and 10, and all of the North half (1/2) of the East and West 30 foot strip of land lying South of and adjoining the South line of said Block 10; together with a part of the North and South 25 foot strip of land lying East of and adjoining the East line of said Block 9 and 10, and lying East of and adjoining the East and West strips of land aforesaid; all in Packer's Subdivision of the Northeast quarter (1/4) of the Southwest quarter (1/4) of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian; which parcel of land is bounded and described as follows:

Beginning on the South line, extended East, of the North half (1/2) of the East and West 30 foot strip of land lying South of and adjoining the South line of said Block 10 in Packer's Subdivision aforesaid, at a point which is 6.60 feet West from the East line of the Northeast quarter (1/4) of the Southwest quarter (1/4) of said Section 5, (said Point of Beginning being on the West line of South Racine Avenue as opened pursuant to ordinance passed by the City Council of the City of Chicago on the 26th day of March, 1968), and running thence West along said Eastward Extension, along the South line of the North half (1/2) of said East and West 30 foot strip of land, and along a Westward Extension thereof, a distance of 391.06 feet to an intersection with the West line, extended South of Block 10; thence North along said Southward Extension and along the West line of Block 10 a distance of 622.19 feet to an intersection with the South line of the North 40.00 feet of the Northeast quarter (1/4) of the Southwest quarter (1/4) of said Section 5; thence East along the South line of the North 40.00 feet aforesaid (said South line being the South line of the West 43rd Street as opened pursuant to said ordinance passed on the 26th day of March, 1968), a distance of 364.92 feet to a deflection point in said South line which is 32.76 feet West from the East line of the Northeast quarter (1/4) of the Southwest quarter (1/4) of said Section 5; thence Southeastwardly along a straight line, a distance of 35.40 feet to a deflection point in the West line of South Racine Avenue as opened pursuant to said ordinance passed on the 26th day of March, 1968, said deflection point being 65.00 feet South from the North line and 7.71 feet West from the East line of said Northeast quarter (1/4) of the Southwest quarter (1/4) of Section 5; and thence South along said West line of South Racine Avenue as opened, a distance of 597.26 feet to the Point of Beginning, in Cook County, Illinois.

Commonly known as:

4330 South Racine
Chicago, Illinois

Permanent Tax Numbers:

20-05-302-011
20-05-302-010

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