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RECORDING REQUESTED BY:

Hancock Fabrics, Inc.

AND WHEN RECORDED MAIL TO:

Hancock Fabrics, Inc.  
P.O. Box 2400  
Tupelo, MS 38803-2400

Attention: Real Estate Manager

DEPT-01 RECORDING \$33.50  
T:0013 TRAN 5721 11/21/97 10:58:00  
66769 1/2 TB #--97-875019  
COOK COUNTY RECORDER



THIS SPACE FOR RECORDER'S USE ONLY

TITLE NON-DISTURBANCE AGREEMENT

By and Between

Harris Bank Winnetka, N.A.

"Lender"

and

Minnesota Fabrics, Inc.,  
a Minnesota corporation

"Tenant"

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Minnesota Fabrics 6030  
Niles, IL

SEND  
P. 7  
N. YES  
M. YES

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2017-03-28

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## NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT (this "Agreement") is made as of the 18<sup>th</sup> day of July, 1997, by and between HARRIS BANK WINNETKA, N.A., whose address is 520 Green Bay Road, Winnetka, Illinois 60093 ("Lender"), and MINNESOTA FABRICS, INC., a Minnesota corporation, whose address is P.O. Box 2400, Tupelo, Mississippi 38803-2400 ("Tenant").

### P R E L I M I N A R Y :

A. Lender is the (i) mortgagee under that certain Commercial Mortgage dated September 1, 1994, and recorded September 6, 1994, as Document No. 94778042 of the Official Records of Cook County, Illinois (the "Records"), and (ii) the assignee under that certain Assignment of Rents dated September 1, 1994, and recorded September 6, 1994, as Document No. 94778043 of the Records. Those instruments are hereinafter collectively referred to as the "Mortgage." The Mortgage encumbers that certain real property and the improvements located thereon situate in Cook County, Illinois, more particularly described in Exhibit A, attached hereto and incorporated by reference herein, and hereinafter referred to as the "Subject Property."

B. Tenant is the tenant under a lease dated July 18, 1997 (hereinafter referred to as the "Lease"), an indenture of which has or will be recorded in the Records, wherein Chicago Title and Trust Company, solely as Trustee under a Trust

Initial  
[Signature]

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Minnesota Fabrics No. 6030  
Niles, IL  
6/26/97

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Agreement dated January 15, 1972, and known as Trust No. 59035 ("Landlord"), is landlord, which Lease demises to Tenant a portion of the Subject Property.

C. Tenant and Lender desire to enter into this Agreement to establish certain rights, safeguards and obligations with respect to their interests and to further provide for various contingencies as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreement of the parties hereto to the terms and conditions hereinafter contained, the parties hereto agree as follows:

1. In the event of default under the Mortgage and in the event of foreclosure thereunder or conveyance of the Subject Property, or a portion thereof, in lieu of foreclosure, the Lease shall continue in full force and effect as though such default under the Mortgage had not occurred and Lender agrees:

(a) To cause the purchaser pursuant to such foreclosure to agree in writing to recognize all of the rights and interests of Tenant pursuant to the Lease and to perform all of the duties and responsibilities of the landlord under the Lease as a direct lease, so long as Tenant is not in default beyond any applicable cure period under the terms, covenants, and conditions of the Lease; or

(b) In the event Lender is the purchaser pursuant to such foreclosure, or receives a conveyance in lieu of foreclosure, to recognize all of the rights and interests of Tenant pursuant to the Lease and to assume and perform all of the

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duties and responsibilities of the landlord under the Lease as a direct lease, so long as Tenant is not in default beyond any applicable cure period under the terms, covenants, and conditions of the Lease.

2. Lender agrees that, notwithstanding any provision contained in the Mortgage or any other agreement or instrument affecting Lender's interest in the Subject Property, in the event of damage or destruction to the premises demised by the Lease and the existence of proceeds of insurance as a result of such damage or destruction with respect to the insurance Landlord is required to carry pursuant to the Lease, all proceeds of such insurance shall be made available by Lender, without diminution or offset, to pay the cost of repair or rebuilding of the premises demised by the Lease pursuant to the terms and provisions of the Lease, without condition other than that Tenant not be in default beyond any applicable cure period under the terms and provisions of the Lease at the time of such payment, it being the intention of the parties hereto that all said proceeds shall be utilized to effect the repair or rebuilding of the premises demised by the Lease regardless of any other state of facts regarding the relationship between Lender and Landlord.

3. No provision contained herein shall be deemed an amendment or modification of any provision contained in the Lease, including, without limiting the generality of the foregoing, any rights thereunder given to Tenant to terminate the Lease.

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4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors, transferees and assigns.

5. This Agreement may be recorded in the Records.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement of the day and year first hereinabove set forth.

“OFFICIAL SEAL”  
Cheryl Essex Ward  
Notary Public, State of Illinois  
My Commission Exp. 03/08/2001

HARRIS BANK, WINNETKA, N.A.

3RD SET 97  
Cheryl Essex Ward

By [Signature]  
Name: TAMMY A. KOTLIKOWSKI  
Title: SVP

3RD SET 97  
Cheryl Essex Ward

By [Signature]  
Name: WILLIAM D. SMOTHERS  
Title: SVP

"Lender"

“OFFICIAL SEAL”  
Cheryl Essex Ward  
Notary Public, State of Illinois  
My Commission Exp. 03/08/2001

MINNESOTA FABRICS, INC., a  
Minnesota corporation

By [Signature]  
Signature  
WILLIAM D. SMOTHERS SENIOR VICE PRESIDENT

Stamp Name and Title  
By [Signature]  
Signature  
LARRY D. FAIR, VICE PRESIDENT

Stamp Name and Title

"Tenant"

(To Be Notarially Acknowledged)

THIS INSTRUMENT PREPARED BY

John J. Coppinger, Esq.  
Donahue, Gallagher, Woods & Wood, LLP  
300 Lakeside Drive, 19th Floor  
Oakland, California 94612-3570

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STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of July, 1997, within my jurisdiction, the within named William D. Smothers and Larry D. Fair, who acknowledged that they are Senior Vice President and Vice President of Minnesota Fabrics, Inc., a Minnesota corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Bobby B. Langford  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: October 30 1997  
BONDED THRU HEIDEN-MARCHETTI, INC.

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## LEGAL DESCRIPTION:

THE SOUTHEASTERLY 200.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS' DIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, WITH THE CENTERLINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID ROAD; 1,047.94 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTERLINE; 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CASE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN LIFE INSURANCE COMPANY, CONDEMNATION CASE 60 9982; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF MILWAUKEE AVENUE 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF-MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 14, (SAID POINT BEING 550.0 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, TO THE CENTERLINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS' DIVISION AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CAPINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS' DIVISION, AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST QUARTER AND IN THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS' DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS' DIVISION, AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE, 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTERLINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTERLINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS' DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION 56.13 FEET EASTERLY AT THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 64.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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