97875020

RECORDING REQUESTED BY:

Hancock Fabrics, Inc.

AND WHEN RECORDED MAIL TO:

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

Attención: Real Estate Manager

DEPT-01 RECORDING

TMO013 TRAN 5721 11/21/97 10:59:00

#6770 € TB #-97-875020

COOK COUNTY RECORDER

THIS SPACE FOR RECORDER'S USE ONLY

1 ITLE: SHORT FORM LEASE

By and Between

Chicago Title and Trust, as Trustee under Trust Agreement dated January 5 1972, and known as Trust No. 59035

"Landlord"

and

Minnesota Fabrics, Inc., a Minnesota corporation

"Tenant"

Minnesota Fabrics 6030

Niles, II

#### LEASE

#### PRELIMINARY:

- A Landlord is the owner of that certain real property in the City of Niles, County of Cook, State of Illinois, that is described in <a href="Exhibit A">Exhibit A</a>, attached hereto and incorporated herein.
- B. Landlord as lessor, and Tenant, as the successor lessee by merger to St. Paul Fabric Services, Inc., a Minnesota corporation are the parties to that certain lease dated January 12, 1912, which lease has been amended by that certain Addendum to Lease dated September 10, 1980, and by that certain Amendment Nc. 1 to Lease dated March 5, 1992, a memorandum of which was recorded on April 29, 1992, as Document 92289893 of the Official Records of Cook County, Illinois (the "Records"). That lease, as so amended, is hereinafter referred to as the "Existing Lease." Pursuant to the Existing Lease, Tenant leased that portion of the real property described in Exhibit A hereto that is depicted as cross-hatched on Exhibit B, attached hereto and incorporated herein, which leased premises are hereinafter referred to as the "Premises."
- C. Landlord and Tenant are the parties to that certain lease dated as of the Effective Date (the "Lease") whereby Tenant leases the Premises and the parties hereto have executed this Short Form Lease for the purpose of recording in the Records.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinabove contained, the parties hereto agree as follows:

1. On the terms and conditions contained in the Lease (all of which are incorporated herein and made a part hereof) Landlord hereby leases, demises and lets the Premises unto



Tenant, and Tenant hereby leases and takes the Premises from Landlord.

- 2. The term of the Lease commenced at 12:01 a.m. on the Effective Date and shall expire at 11:59 p.m. on October 31, 2002.
- 3. The Lease also grants to Tenant the option to extend the term thereof for two (2) consecutive terms of five (5) years each, upon notice from Tenant to Landlord as therein provided.
- 1. The Lease also grants to Tenant, its customers and invites, certain ingress and egress and parking privileges and contains restrictions affecting the extent of parking area and building area on the real property described in Exhibit A hereto.
- 5. The Fritting Lease terminated at 11:59 pm on the day before the Effective Date.
- 6. This Short Form Lease may be recorded in the Records.
- This Short Form Lease is executed by Chicago Title and Trust Company, not personally, but as trustee (in this Section 7, "Trustee"), in the exercise of the power and authority conferred upon and vested in it as such Trustee and under the express direction of the baneficiaries of that certain Trust Agreement dated January 5, 1972, and known as Trust No. 59035 of Chicago Title and Trust Company, to all provisions of which Trust Agreement this lease is expressly made subject. It is expressly understood and agreed that nothing in this Short Form Lease shall be construed as creating any liability whatsoever against Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of that Trust, and that all personal liability of that Trustee of any sort, if any, is hereby expressly waived by Tenant, and that so far as that Trustee is concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the Premises hereby leased for the payment thereof. further understood and agreed that the Trustee has no agents or employees and merely holds naked legal title to the property herein described; that the Trustee has no control over, and under this lease assumes no responsibility for (a) the management or control of such property, (b) the

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upkeep, inspection, maintenance or repair of such property, (c) the collection of rents or rental of such property, or (d) the conduct of any business which is carried upon the Premises. Trustee does not warrant, indemnify or defend title, nor is it responsible for any environmental damage.

IN WITNESS WHEREOF, the respective parties hereto have executed these presents personally or by officers or agents thereunto duly authorized as of the Effective Date.

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CHGO TRUST CHICAGO TITLE AND TRUST COMPANY, not personally, but CORPORATE

CORPORATE

SEAL

OHICAGO, ILLINOIS BY

BY

BY

(To Be Notarially Acknowledged) 15 1972 1972 19038 as Trustee under Trust Agreement dated January and known as Trust No SEC

MINNESOTA FABRICS, INC., a Minnesota corporation

WILLIAM D. SMOTHERS SENIOR VICE PRESIDENT an any

LARRY D. FAIR, VICE PRESIDENT

Tenant

Landlord

THIS INSTRUMENT PREPARED BY

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

upkeep, inspection, maintenance or repair of such property, (c) the collection of rents or rental of such property, or (d) the conduct of any business which is carried upon the Premises. Trustee does not warrant, indemnify or defend title, nor is it responsible for any environmental damage.

IN WITNESS WHEREOF, the respective parties hereto have executed these presents personally or by officers or agents thereunto duly authorized as of the Effective Date.

ECTC.

Droporty Orl CHICAGO TITLE AND TRUST CORPORATE 29038 COMPANY, not personally, but as Trustee under Trust Agreement dated January and known as Trust No SEAL CAGO, ILLINO

> MINNESOTA FABRICS, INC., a Minnesota corporation

WILLIAM D. SMOTHERS SENIOR VICE PRESIDENT

an ARRY D. FAIR, VICE PRESIDENT Cort's Office

Tenant

Landlord

(To Be Notarially Acknowledged)

THIS INSTRUMENT FREPARED BY

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

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STATE OF ILLINOIS) COUNTY OF COOK)

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that KAREN MICHEL, the Assistant Vice President of The Chicago Trust Company and MARTHA LOPEZ, the Assistant Secretary of
The Chicago Trust Company and MARTHA LOPEZ, the Assistant Secretary of
The Chicago Trust Company, personally known to me to be the same persons whose names
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged
that they signed, sealed and delivered the said instrument as their free and voluntary act as such
trustee, for the uses and purposes therein set forth.
143
Given under my hand and seal this $\frac{4^{14}}{4}$ day of $\frac{4uqust}{}$ , 1997.
Commission expires:
Commission expires:  (Urrly Pangeneela  Notary Public)
- Spill Spil
Notary Public /
"OFFICIAL CEAL"
CAROLYN PAMPENELLA
Notary Public State of Illinois
my commission Expires 9/4/99
C'y
'.0
Vsc.
Commission expires:    Caroly Public

97875020

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 246 day of fully , 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.

Motary Public

My Commission Expires:

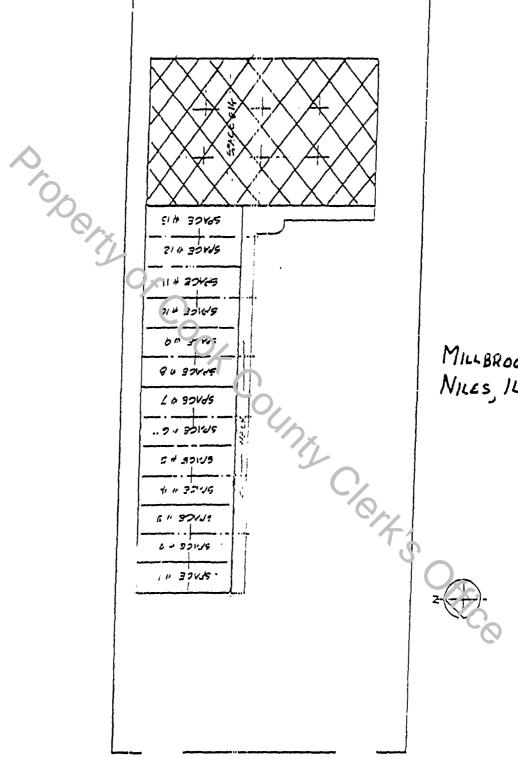
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE MY COMMISSION EXPIRES: October 30, 1997 BONDED THRU HEIDEN-MARCHE-TI, INC.

/ LEGAL DESCRIPTION:

THE SOUTHEASTERLY 200.0 FEET, AS MEASURED AT AIGHT 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; NORTHWESTERLY ALONG THE CENTERLINE OF SAID ROAD: 1,047.94 FEET; NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTERLINE: FEET TO THE NORTHEASTERLY LINE OF MILWAUREE AVENUE AS SAID LINE IS DESCRIBED IN THAT CASE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN LIFE COMPANY, CONDEMNATION CASE 60 9982; THENCE CONTINUING INSURANCE LONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTERLINE OF NORTHEASTERLY 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 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 MEAGURED 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 AFOR SA D, WHICH IS 312.09 FEET EAST OF SOUTHWEST CORNER OF SAID BLOCK 3 AND \$50.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTERLINE OF MILWALKER AVENUE AS SHOWN ON THE RECORDED PLAT OF OF SAID SUPERIOR COURT COMMISIONERS' DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATING'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SAID SECTION 14 AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERL' ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN ATERSECTION WITH A LINE 512.60 SOUTH, AS MEASURED ALONG THE WEST LINE D. SUCK 3 OF SUPERIOR COURT COMMISSIONERS' DIVISION, AND PARALLEL WITH THE WORTH 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 RESUDDIVISION OF LOTS 1 TO 4 TICLUSIVE 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, DEING ALSO A LINE 100.6 FERT 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, 3(.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MELWAUKEE 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 OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BUING 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 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BRING 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 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE. CONDEMNATION. SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTERLINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS' DIVISION; 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, 94.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.





MILLBROOK PLAZASO NILES, IL. 20

MILWHURLE AVENUE

EXHIBIT 8



CODE COUNTY RECORDER \$6770 \$ TB \*-97-275020 \$60013 TRAN 6701 11/21/97 10:59:00 EN A 10-1d30

COOK COUNTY CLERK'S OFFICE

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