

UNOFFICIAL COPY

03036577

COOK COUNTY, ILLINOIS
FILED FOR RECORD

03036577

DEC 17 AM 10:41
CONSENT AGREEMENT

THIS AGREEMENT, made and entered into ^{AS of} the 31st day of OCTOBER, 1989, by and among FEDERAL CONSTRUCTION, INC. as Beneficiary under Trust located at LaSalle National Bank, Chicago, Illinois 60690, Trust # 11-112354-00 ("Landlord"), BUILDERS SQUARE, INC., a Delaware corporation ("Tenant") and SPIEGEL, INC., a Delaware corporation ("Assignee").

41
21

7425 179 D2 GK

WHEREAS: Pursuant to an Assignment and Assumption of Lease dated September 1, 1988, Landlord and Tenant are parties to that certain lease dated March 10, 1983 (the "Lease") for premises in the Prairie View Plaza Shopping Center, formerly known as the Front Row store (the "Demised Premises") located in Morton Grove, Illinois at the southeast corner of Dempster Avenue and Waukegan Avenue, and;

Tenant wishes to assign the Lease to Assignee and Assignee wishes to accept the assignment and to assume the obligations under the Lease, and;

Landlord wishes to consent to the assignment of the Lease from Tenant to Assignee, and to Assignee's proposed use of the Demised Premises, and;

Landlord, Tenant and Assignee wish to ascertain and resolve certain other matters regarding the Lease;

NOW THEREFORE the parties covenant and agree as follows:

1. Landlord consents to the assignment of the Lease by Tenant to Assignee. A copy of the Assignment and Assumption Agreement between Tenant and Assignee is attached as Exhibit A.

2. Landlord consents to the removal of the demising wall which currently divides the Demised Premises into two separate retail stores.

3. Landlord consents to Assignee's use of the entire demised premises consisting of approximately 52,500 square feet for a Spiegel Outlet store.

4. Assignee agrees that any subleasing of any portion of the Demised Premises shall not relieve Assignee of its primary obligation under the Lease to Landlord.

5. Assignee agrees to submit for Landlord's prior review and approval the proposed storefront and sign for the Spiegel Outlet store which will be similar to the Palatine location and which reflects the Spiegel, Inc. logo, and which approval Landlord will not unreasonably withhold or delay. A copy of the

03036577

Boys7 Prepared By & Mail To:
Schwartz & Freidlin
111 W. Washington - Suite 1025
Chicago, IL 60602

10-19-103-001
10-19-200-007
10-19-200-010

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

03036577

Glen R. Mielke, President

By: *Glen R. Mielke*

BUILDERS SQUARE, INC.

Tenant:

Attest: *[Signature]*

By: *[Signature]*

FEDERAL CONSTRUCTION, INC.

Landlord:

IN WITNESS WHEREOF, the parties have executed this Agreement this 15th day of October, 1989.

[Signature]

[Signature]

WITNESSES:

A. Assignment and Assumption of Lease
B. Spiegel Outlet Store sign

9. The following exhibits shall be part of this Agreement:

8. Tenant agrees that Tenant shall remain secondarily liable (after Assignee) for the obligations of the Tenant under the lease.

7. Subject to Landlord's prior review and approval, Assignee intends to renovate and remodel the Demised Premises in order to reflect the Spiegel Outlet Store's current design. Said design is implemented in Assignee's current Spiegel Outlet store located at Rand and Dundee Roads in Palatine, Illinois (the "Palatine Location"). The Demised Premises will be renovated to achieve a similar level of finish. Subject to Assignee obtaining the necessary permits and municipal approvals, Landlord consents to Assignee being open for business as soon as possible after November 15, 1989 and throughout the construction and renovation period.

All such signs shall be maintained by Assignee to present a neat and attractive appearance.

6. Landlord agrees that Assignee may place a temporary sign on the Demised Premises indicating that the Spiegel Outlet store is open. Assignee agrees that Assignee may place a temporary sign on the Demised Premises indicating that a permanent store sign, Landlord will be opening soon. Once the store is open and until the delivery and installation of a permanent store sign, Landlord

Spiegel, Inc. logo is attached and submitted for Landlord's review as Exhibit B.

03036577

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

02036577

IN WITNESS WHEREOF, I have hereunto set my hand and affixed

contained. acknowledged that they executed the same for the purposes therein whose names are subscribed to the within instrument, and the PRESIDENT and EXECUTIVE VICE PRESIDENTS of BUILDERS SQUARE, INC., appeared before me, DEBRA J. WANN, a duly commissioned Notary Public in and for the County and State aforesaid, personally on this 27th day of September, 1989.

STATE OF TEXAS)
) SS)
) COUNTY OF BEXAR)



Debra J. Wann
Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and year in this certificate by official seal the day and year in this certificate written.

contained. acknowledged that they executed the same for the purposes therein INC., whose names are subscribed to the within instrument, and the PRESIDENT and SECRETARY of FEDERAL CONSTRUCTION, appeared before me, DANIELLE D'ARNAIS, a duly commissioned Notary Public in and for the County and State aforesaid, personally on this 31st day of OCTOBER, 1989.

STATE OF CANADA)
) SS)
) PROVINCE OF QUEBEC)

By: *[Signature]*
R. D. McLaughlin
Vice President
Attest: *[Signature]*
Michael R. Moran
Secretary

Assignee:
Attest: *[Signature]*
Jack D. Austin

[Signature]
Mary H. Henry

[Signature]
BRIAN SCHMIDT

03036577

UNOFFICIAL COPY

000000000000

Property of Cook County Clerk's Office

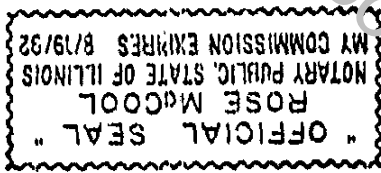


UNOFFICIAL COPY

0 3 0 3 5 7 7

02006577

Property of Cook County Clerk



Rose McCool

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

I do hereby certify that on this 25th day of September, 1989, before me, *Rose McCool*, a duly commissioned Notary Public in and for the County and State aforesaid, personally appeared *R. J. McLaughlin* and *Michael R. Mraz*, known to me to be the *Mr. McLaughlin* and *Mr. Mraz* of SPIEGEL, INC., whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

DEBORAH J. WAITING
Notary Public, State of Texas
My Comm. Exp. 09-09-93

STATE OF *Illinois*
COUNTY OF *Will County*
)
) SS *Deborah J. Waiting*

Deborah J. Waiting

by official seal the day and year in this certificate first above written.

0 3 0 3 5 7 7

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office



COOK COUNTY CLERK'S OFFICE
118 N. LAUREL ST. CHICAGO, IL 60602
(312) 603-1000

[Handwritten signature]

UNOFFICIAL COPY

22593030

Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses, of every nature whatsoever, including without limitation reasonable attorney's fees, relating to such lease or the premises demised thereunder, arising after the Assignment from and after the date hereof.

Assignee assumes the performance of all of the terms, covenants and conditions of the lease on the part of Tenant to be performed from and after the date hereof and agrees to pay rent and additional rent and other charges when the same shall next come due thereunder, and to perform all the terms, covenants and conditions of said lease effective from and after the date hereof and does hereby indemnify Assignor, its successors and assigns from any claims or damages arising out of any default on the part of Assignor to pay the rent, additional rent and other charges, and to perform the terms, covenants and conditions of said lease, from and after the date hereof.

Assignor warrants and represents that all the terms, covenants and conditions on its part to be performed thereunder have been performed and that it has received no notice from the Landlord under said lease of any default or of any event which, by the passage of time, would constitute a default under the lease. Assignor covenants and represents that the assigned lease is not encumbered by any prior transfer, mortgage, assignment, pledge, lien or other encumbrance or the failure of Assignor to perform any terms, covenants and conditions of the lease and Assignor warrants and represents that all the terms, covenants and conditions on its part to be performed thereunder have been performed and that it has received no notice from the Landlord under said lease of any default or of any event which, by the passage of time, would constitute a default under the lease.

Assignor represents to Assignee that the written consent of Landlord delivered to Assignee is in all respects valid and in full force and effect.

Assignor represents and conditions of the said lease, including renewal terms, if any, subject to the rental, terms, TO HAVE AND TO HOLD the same from November 15, 1989 (the "Assignment Date") for the remainder of the term of said lease, covenants and conditions of the said lease.

Builders Square, Inc., a Delaware corporation having an office at 100 Crossroads Boulevard, Suite 100, San Antonio, Texas 78201 ("Assignor"), does hereby assign to Spiegel, Inc., a Delaware corporation having its principal office at 1515 W. 22nd Street, Oak Brook, Illinois 60522-9009 ("Assignee"), all of Assignor's right, title and interest in and to the lease set forth in Exhibit A hereto which has not been amended or modified except as set forth in Exhibit A-1 and Exhibit A-2 attached hereto and made a part hereof, covering premises located on the land (or in the shopping center) described in Exhibit B hereto.

ASSIGNMENT AND ASSUMPTION OF LEASE

Exhibit A
8303030

UNOFFICIAL COPY

03036577

Assignor agrees to pay any and all taxes, common area costs, insurance and any special assessments pro-rated for any time period prior to the date Assignee takes possession of the premises.

Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, and costs and expenses of every nature whatsoever, including, without limitation, reasonable attorney's fees relating to such lease or the premises demised thereunder, arising on or prior to the Assignment date.

Assignor shall defend, indemnify and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, and costs and expenses of every nature whatsoever, including, without limitation, reasonable attorney's fees relating to such lease or the premises demised thereunder, arising on or prior to the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

Assignor represents to Assignee that it is in possession of the premises and has paid no rent more than 30 days in advance and that all rents and all other payments and obligations under the lease have been paid in full and will be paid in full as of the Assignment date.

03036577

UNOFFICIAL COPY

03036577

03036577

DEBORAH J. WAITING
Notary Public, State of Texas
My Comm. Exp. 09-09-93

Deborah J. Waiting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal the day and year in this certificate first above written.

I do hereby certify that on this 27th day of SEPTEMBER, 1989, before me, DEBORAH J. WAITING, a duly commissioned Notary Public in and for the County and State aforesaid, personally appeared GEN R. MUECKE and JACK D. GOTTWALD known to me to be the PRESIDENT and EXEC. VICE PRES. of BUILDERS SQUARE, INC., whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

STATE OF TEXAS)
COUNTY OF BEXAR)
SS.)

BY: *Mark R. Spiegel*
SPIEGEL, RMD
Attest: *Deborah J. Waiting*
Attest: *Mark R. Spiegel*
BUILDERS SQUARE, INC.

WITNESSES:
Carl F. Williams
Barry Schmidt
Mary H. Smith
Bill C. Smith

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease this 27th day of SEPTEMBER, 1989.

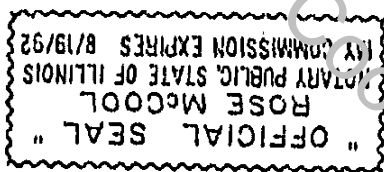
03036577

UNOFFICIAL COPY

03036577

03036577

Property of Cook County Clerk



Rose McCool

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

I do hereby certify that on this 25th day of April, 1989, before me, Rose McCool, a duly commissioned Notary Public in and for the County and State aforesaid, personally appeared R. G. The Gravelly and Michael S. Murray, known to me to be the Wesley and Wesley of SPIEGEL, INC., whose names are subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

STATE OF Illinois
COUNTY OF Wabago
) SS.
)

03036577

UNOFFICIAL COPY

03036577

03036577

Property of Cook County Clerk's Office

Lease dated March 10, 1983, by and between Federal Construction, Inc., as beneficiary under land trust at Dempster Plaza State Bank, U/I #541, as Landlord, and United States Shoe Corporation, an Ohio Corporation, as Tenant, for premises in the Prairie View Plaza Shopping Center, Dempster Avenue, at Waukegan Avenue Morton Grove, Illinois.

EXHIBIT A

03036577

UNOFFICIAL COPY

LEGAL

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 763.00 FEET OF THE EAST 26.31 ACRES OF SAID LOT 1 WITH THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 180.00 FEET ALONG SAID NORTH LINE TO A POINT; THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS WEST 50.00 FEET ALONG A LINE DRAWN PERPENDICULARLY WITH SAID NORTH LINE TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 145.00 FEET ALONG A LINE DRAWN PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 00 DEGREES 08 MINUTES 10

THAT PART OF LOT 1 OF WHITE'S SUBDIVISION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 2:

COOK COUNTY, ILLINOIS
NORTH 09 DEGREES 54 MINUTES 10 SECONDS EAST, 1102.502 FEET TO POINT OF BEGINNING, ALL IN BEING 1102.502 FEET (MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF BEGINNING; THENCE WEST 204.937 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1, SAID POINT DEGREES 53 MINUTES 16 SECONDS EAST 0.18 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 44 SECONDS 13.514 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 44 SECONDS WEST 132.50 FEET; THENCE SOUTH 89 MINUTES 10 SECONDS WEST 249.85 FEET; THENCE NORTH 83 DEGREES 51 MINUTES 50 SECONDS WEST ALONG A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 0 DEGREES 08 PERPENDICULAR LINE TO A POINT; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 84.13 FEET LOT 1; THENCE SOUTH 0 DEGREES 08 MINUTES 10 SECONDS WEST 170.00 FEET ALONG SAID NORTH LINE) WEST OF THE EAST LINE OF THE WEST 763.00 FEET OF THE EAST 26.31 ACRES OF SAID PERPENDICULARLY WITH SAID NORTH LINE OF LOT 1 AT A POINT 325.00 FEET (MEASURED ALONG SAID WITH THE NORTH LINE OF SAID LOT 1 TO THE POINT OF INTERSECTION WITH A LINE DRAWN EAST 55.745 FEET ALONG A LINE 50.00 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL SAID PARCEL OF LAND PER DOCUMENT 11634381; THENCE SOUTH 89 DEGREES 51 MINUTES 50 SECONDS MINUTES 30 SECONDS EAST 4.00 FEET ALONG SAID SOUTHERLY EXTENSION TO THE SOUTHEAST CORNER OF WHICH WAS DEDICATED FOR DEMPSTER STREET PER DOCUMENT 11634381; THENCE NORTH 0 DEGREES 08 POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF A PARCEL OF LAND (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 1 TO THE SOUTH LINE OF DEMPSTER STREET PER DOCUMENT 19952575 AND 19952576, BEING A LINE 54.00 FEET OF TANGENCY; THENCE SOUTH 89 DEGREES 51 MINUTES 50 SECONDS EAST, 1062.70 FEET ALONG THE THE NORTHWEST AND WHOSE CHORD BEARS NORTH 45 DEGREES 04 MINUTES 50 SECONDS EAST TO THE POINT NORTH 45 DEGREES 04 MINUTES 50 SECONDS EAST TO THE POINT OF CURVATURE; THENCE SAID EASTERLY LINE OF WAUKEGAN ROAD PER DOCUMENT 19952575 TO THE POINT OF CURVATURE; THENCE (MEASURED PERPENDICULARLY) EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 50 FEET ALONG SECONDS EAST 90.03 FEET ALONG SAID EASTERLY LINE OF WAUKEGAN ROAD TO A POINT 67.00 FEET PERPENDICULARLY) EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 1 DEGREE 16 MINUTES 22 ALONG SAID EASTERLY LINE OF WAUKEGAN ROAD TO A POINT, SAID POINT BEING 65.00 FEET (MEASURED FEET ALONG SAID EASTERLY LINE; THENCE NORTH 6 DEGREES 55 MINUTES 28 SECONDS EAST 91.24 FEET PERPENDICULARLY) EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 453.333 LINE OF WAUKEGAN ROAD PER DOCUMENT 19952575, BEING A LINE 54.0 FEET (MEASURED COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID LOT 1 WITH THE EASTERLY

THAT PART OF LOT 1 OF WHITE'S SUBDIVISION IN SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

PARCEL 1:

LEGAL DESCRIPTION:

Exhibit B

22592030

0 3 0 2 0 7 7

UNOFFICIAL COPY

0 3 3 5 7 7

00330000

Property of Cook County

Property Address
6717 Dempster
Morton Grove, IL

LEGAL DESCRIPTION:
SECONDS WEST 170.00 FEET ALONG A LINE DRAWN PERPENDICULARLY WITH SAID NORTH LINE; THENCE
NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 84.13 FEET ALONG A LINE DRAWN PARALLEL WITH SAID
NORTH LINE OF LOT 1; THENCE SOUTH 00 DEGREES 08 MINUTES 10 SECONDS WEST 249.85 FEET; THENCE
NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 13.514 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES
44 SECONDS WEST 152.575 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 16 SECONDS EAST 0.18 FEET;
THENCE SOUTH 00 DEGREES 06 MINUTES 44 SECONDS WEST 204.937 FEET TO THE POINT OF INTERSECTION
WITH THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 1156.502 FEET (MEASURED ALONG SAID SOUTH
LINE) EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 54 MINUTES 10
SECONDS EAST 402.568 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 402.568 FEET
ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 763.00 FEET OF THE EAST 26.31 ACRES OF
SAID LOT 1; THENCE NORTH 1 DEGREE 32 MINUTES 17.5 SECONDS EAST, 532.33 FEET ALONG SAID EAST
LINE TO A LINE DRAWN 274.92 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH SAID
NORTH LINE OF LOT 1; THENCE NORTH 89 DEGREES 51 MINUTES 50 SECONDS WEST 173.27 FEET ALONG
SAID PARALLEL LINE TO A LINE DRAWN PERPENDICULARLY TO THE NORTH LINE OF SAID LOT 1 AND
PASSING THROUGH THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 08 MINUTES 10 SECONDS EAST
224.92 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

0 3 3 5 7 7