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Mail TO:
Instrument Prepared By:
Robert M. Soshnik, Esq.
611 Olive Street
St. Louis, Missouri 63101

11:51 89383034
Store Number: 26
Common Name: *Countryside*
County/State: *Cook County, IL*
140 Countryside Plaza
Countryside, Illinois

72-14-004-22

ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER AGREEMENTS
("Agreement"), made as of the 8th day of August, 1989,
between THE MAY DEPARTMENT STORES COMPANY, a New York corpora-
tion, having an office at 611 Olive Street, St. Louis, Missouri
63101 ("Assignor"), and VENTURE STORES, INC., a Delaware corpo-
ration, having an office at 2001 E. Terra Lane, O'Fallon,
Missouri 63366 ("Assignee").

18

"Lease" means: that certain lease described and listed in
paragraph numbered "1" of Exhibit B attached hereto and incorpo-
rated herein by this reference;

"Premises" means: the premises demised under the Lease;

"Real Property" means: the real property described in
Exhibit A attached hereto and incorporated herein by this
reference. The Premises are located within the Real Property.

"Buildings" means: all buildings, structures, fixtures and
other improvements on or to the Real Property and/or the
Premises;

"Rents" means: all rents, issues and profits derived from
the Real Property, the Buildings and/or the Premises;

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"Agreements" means: those (i) certain other agreements, instruments, documents and/or other writings listed in Exhibit B, as the same may have been affected, modified, amended or supplemented, directly or indirectly, including by any recorded or unrecorded agreement, instrument, document and/or other writing, and (ii) all other recorded or unrecorded agreements, instruments, documents, writings, easements, reservations, encumbrances, covenants, conditions and restrictions which in any manner affect, benefit and/or burden the Lease, the Premises, the Buildings, the Rents, the Real Property, the shopping center of which the Premises, the Buildings and/or the Real Property may be a part, and/or the rights and obligations of Assignor with respect to any of same; and

"Permitted Matters" means: all encumbrances, exceptions, easements, rights of way, covenants, conditions, restrictions, declarations, occupancies, reservations and all other matters affecting title, use or enjoyment of the Lease, the Agreements, the Premises, the Real Property, the Buildings and/or the Rents that are contained or referred to in the Lease, the Agreements, in instruments of record, on a recorded plan, on a recorded map, and/or on a recorded plat, and all defects, latent or patent, and matters of survey and/or subdivision.

IN CONSIDERATION of the promises herein contained, the sum of Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

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1. Assignor does hereby remise, release, quitclaim and assign unto Assignee, its successors and assigns, forever, all the estate, rights, title, interests, obligations and liabilities of Assignor in and to or with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings and the Rents, subject to all Permitted Matters, the Lease and the Agreements, excepting, however, any items of personal property specifically excluded in any other assignment or conveyance document between the parties hereto as regards the Venture store division of The May Department Stores Company.

2. Assignee for itself, its successors, successors in interest and assigns, (i) hereby accepts from Assignor the foregoing conveyance and assignment with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings and the Rents, (ii) for the benefit of Assignor and each obligee of Assignor under and/or with respect to the Lease, the Agreements and/or the Permitted Matters, their respective successors and assigns, hereby assumes and agrees from and after the date hereof to keep, observe and perform all of the obligations, terms, covenants, conditions and restrictions with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings, the Rents and/or the Permitted Matters to be kept, observed or performed by Assignor and likewise hereby assumes and agrees to pay and satisfy all of Assignor's obligations and liabilities under or with respect thereto, whether accrued or not and/or which may have arisen before the date hereof or which may arise on or after the date hereof, and (iii) hereby agrees to defend, indemnify,

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protect and hold harmless Assignor, its successors and assigns, from and against all claims, costs, expenses and liabilities incurred by Assignor or asserted by third parties with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings, the Rents and/or the Permitted Matters.

3. Assignee, for itself, its successors, successors in interest and assigns, hereby agrees that Assignor shall not incur any liability by reason of the execution and delivery of this Agreement or by reason of any provision herein contained. The conveyance and assignment provided for herein are made without covenants or warranties of any kind whatsoever, express and/or implied (including, without limitation, covenants or warranties respecting title, the accuracy of the legal description(s) of the Premises or contained in Exhibit A, fitness for a particular purpose, and/or physical condition), and Assignor expressly disclaims any and all express and implied covenants and warranties with respect to the conveyance and assignment provided for herein. Assignee, for itself, its successors, successors in interest and assigns, specifically acknowledges and agrees that Assignor's estate, rights, title, interests, obligations and liabilities conveyed and assigned hereby, have been offered to and are hereby accepted by Assignee on the basis of "as is, where is, with all flaws and faults".

4. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors, successors in interest and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date above first written.

Assignor:

Witness:

THE MAY DEPARTMENT STORES COMPANY

Jane C. Herbert

By:

James J. Gaudin
Executive Vice President

Gwynne L. MacLeod

Attest:

Robert M. Sosulak
Assistant Secretary

Assignee:

Witness:

VENTURE STORES, INC.

Jane C. Herbert

By:

Robert J. Geiger
Vice President

Gwynne L. MacLeod

Attest:

Robert M. Sosulak
Assistant Secretary

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STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 8 day of August, 1989, before me personally appeared Robert J. [unclear] and Robert M. [unclear] to me known to be the Executive Vice President and Assistant Secretary, respectively, of THE MAY DEPARTMENT STORES COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Kristina R. Jones
Notary Public

My Commission Expires:

KRISTINA R. JONES
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 20, 1993
ST. LOUIS COUNTY

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 8 day of August, 1989, before me personally appeared Robert J. [unclear] and Robert M. [unclear] to me known to be the Vice President and Assistant Secretary, respectively, of VENTURE STORES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Kristina R. Jones
Notary Public

My Commission Expires:

KRISTINA R. JONES
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 20, 1993
ST. LOUIS COUNTY

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Store Number: 25
Common Name: Countryside
County/State: Cook County, Illinois

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

That part of the North Three Quarters of Lot 11 in School Trustees Subdivision of Section 16, Township 38 North, Range 12 East, of the Third Principal Meridian, all in Cook County, Illinois, bounded and described as follows:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 33.00 feet North of the South line of North 3/4 of Lot 11; thence West along a line which is parallel to and 33.00 feet North of the South line of the North 3/4 of Lot 11, bearing N 89° - 45' - 58" W, a distance of 819.00 feet to a point; thence North along a line parallel with the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 100.00 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 160.00 feet to a point; thence North along a line perpendicular to the South line of the North 3/4 of Lot 11, bearing N 0° - 14' - 02" E, a distance of 157.00 feet to a point; thence West along a line parallel with the South line of the North 3/4 of Lot 11, bearing N 89° - 45' - 58" W, a distance of 15.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 631.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 299.36 feet to a point; thence South along a line parallel to the East line of Lot 11, bearing S 0° - 00' - 00" W, a distance of 219.58 feet to a point; thence East along a line parallel with the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 174.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing N 0° - 00' - 00" E, a distance of 38.00 feet to a point; thence East along a line parallel to the South line of the North 3/4 of Lot 11, bearing S 89° - 45' - 58" E, a distance of 200.00 feet to a point on a line 50.00 feet west of and parallel with the East line of Lot 11; thence South along the said line, bearing S 0° 00' - 00" W, a distance of 708.00 feet to the point of beginning.
(Containing 12.315 Acres More or Less)

EXCEPTING therefrom the following described real estate:

Beginning at a point, said point being 50.00 feet West of the East line of Lot 11 and 257.08 feet South of the North line of Lot 11; thence South along a line which is parallel to and 50.00 feet West of the East line of Lot 11, bearing 0° 00' 00" West, a distance of 135.00 feet to a point; thence West along a line parallel with the South line of the North Three Quarters of Lot 11, bearing North 89° 45' 58" West, a distance of 200.00 feet to a point; thence North along a line parallel to the East line of Lot 11, bearing North 0° 00' 00" East, a distance of 135.00 feet to a point; thence East along a line parallel with the South line of the North Three Quarters of Lot 11, bearing South 89° 45' 58" East, a distance of 200.00 feet to the point of beginning.

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PIN#
18-16-301-008.000

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Common Name: Countryside
County/State: Cook County, IllinoisEXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

1. Ground Sub-Lease dated 12/30/76 by and between LaGrange Development Company and The May Department Stores Company, a Memorandum of which was recorded 2/24/77 as Document No. 23-830-712 in Cook County Recorder's Office, as amended by First Amendment dated 3/10/80 and Second Amendment dated 11/20/85.
2. Construction, Operation and Reciprocal Easement Agreement dated 12/30/76 between LaGrange Development Company and The May Department Stores Company, recorded 2/24/77 as Document No. 23-830-713 in the Cook County Recorder's Office, as amended by First Amendment dated 3/10/80 recorded 3/13/80 as Document No. 25390400 and Second Amendment dated 11/20/85 recorded 1/28/86 as Document No. 86037341.
3. Non-Disturbance Agreement dated 12/30/76 between General Cinema Corp. of Illinois and The May Department Stores Company, recorded 2/26/77 as Document No. 23831982, as confirmed by Confirmation and Acceptance of Non-Disturbance Agreement dated 2/28/77 recorded 5/18/77 as Document No. 23932613.
4. Estoppel Letter dated 3/12/80 from The May Department Stores Company to Teachers' Insurance and Annuity Association of America.
5. Lease dated 1/6/87 between The May Department Stores Company and Automotive Sound Systems, Inc., together with Addendum thereto dated 1/19/87, as modified by Amendment to Lease dated 3/4/87, together with Letter of Credit issued 2/23/87 from Western National Bank and Lease Termination Agreement dated 3/31/89.
6. Letter Agreement dated 6/14/89 between The May Department Stores Company and Burger King Corporation re contingencies to Lease execution, together with Letter Agreement dated 2/23/89 between The May Department Stores Company and Burger King Corporation re License for inspection and testing.

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