

UNOFFICIAL COPY

BOX 335-TH

89383039

VEN70

11:51

89383039

Met 70
Instrument Prepared By:
Robert M. Soshnik, Esq.
611 Olive Street
St. Louis, Missouri 63101

Store Number: *167*
Common Name: *Peterson*
County/State: *Cook County, IL*
2050 W. Peterson
Chicago, Ill

DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"),
made as of the 9th day of August, 1989, between THE MAY
DEPARTMENT STORES COMPANY, a New York corporation, having an
office at 611 Olive Street, St. Louis, Missouri 63101
("Assignor"), and VENTURE STORES, INC., a Delaware corporation,
having an office at 2001 E. Terra Lane, O'Fallon, Missouri 63366
("Assignee").

"Premises" means: that certain real property described in
Exhibit A attached hereto and incorporated herein by this
reference;

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

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

"Agreements" means: (i) those certain agreements, instru-
ments, documents and/or other writings listed in Exhibit B
attached hereto and incorporated herein by this reference, 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)

72-14-C12 D-1

89383039

UNOFFICIAL COPY

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 Premises, the Buildings, the Rents, the shopping center of which the Premises and/or the Buildings 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 Premises, the Agreements, the Buildings and/or the Rents that are contained or referred to in 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:

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 Premises, the Agreements, the Buildings and the Rents, subject to all Permitted Matters and the Agreements, excepting, however, any items of per-

UNOFFICIAL COPY

sonal 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 Premises, the Agreements, the Buildings and the Rents, (ii) for the benefit of Assignor and each obligee of Assignor under and/or with respect to 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 Premises, the Agreements, 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, 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 Premises, the Agreements, 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

89383039

UNOFFICIAL COPY

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, accuracy of the legal description(s) of the Premises, 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.

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

Assignor:

THE MAY DEPARTMENT STORES COMPANY

By: Tom J. Gann Jr.
Executive Vice President

Attest: Robert M. Sushak
Assistant Secretary

Witness:

George L. Macleod

George L. Macleod

[SIGNATURES CONTINUED ON NEXT PAGE]

UNOFFICIAL COPY

[SIGNATURES CONTINUED FROM PRIOR PAGE]

Witness:

[Handwritten Signature]

George B. MacLeod

Assignee:

VENTURE STORES, INC.

By:

Robert J. Heizer
Vice President

Attest:

Robert M. Sosulski
Assistant Secretary

Property of Cook County Clerk's Office

89383039

UNOFFICIAL COPY

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

On this 8th day of August, 1989, before me, personally appeared Louis J. Gager, Jr., and Robert M. Sushnik, 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.

Linda R. Schaeffer
Notary Public

My Commission Expires: LINDA R. SCHAEFFER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 5/10/92
CITY OF ST. LOUIS

89383039

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

On this 8th day of August, 1989, before me, personally appeared Robert J. Gager and Robert M. Sushnik, 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.

Linda R. Schaeffer
Notary Public

My Commission Expires: LINDA R. SCHAEFFER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 5/10/92
CITY OF ST. LOUIS

Store Number: 167
Common Name: Peterson
County/State: Cook County, IL

000003039

EXHIBIT A
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

PARCEL 1:

THE NORTH 188.50 FEET OF LOTS 5 AND 6; LOTS 7, 8, 9, 10 AND 11 (EXCEPT THAT PORTION OF SAID LOTS TAKEN FOR THE WIDENING OF PETERSON AVENUE) LOTS 12 AND 13; THE SOUTH 30.0 FEET OF THE WEST 49.2 FEET OF LOT 14, ALL IN BARBARA EVERT'S ADDITION TO HIGH RIDGE, AND EXCEPT THE FOLLOWING:

THAT PART OF LOTS 7 THROUGH 10, BOTH INCLUSIVE, (EXCEPT THAT PORTION OF SAID LOTS TAKEN FOR THE WIDENING OF PETERSON AVENUE) IN BARBARA EVERT'S ADDITION TO HIGH RIDGE, IN THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE AFORESAID LOT 7 WITH THE NORTH LINE OF PETERSON AVENUE, AS WIDENED (BEING A LINE DRAWN 67.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE AFORESAID NORTH WEST 1/4 OF SECTION 6); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE OF PETERSON AVENUE, 280.96 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 232.50 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 72.44 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 69.81 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 30.83 FEET THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.48 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.56 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.48 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 12.14 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 35.90 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 15.75 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.67 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 16.10 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 9.08 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 5.05 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST 9.69 FEET TO THE HERINABOVE DESIGNATED POINT OF BEGINNING; AND

THAT PART OF LOTS 7 THROUGH 10, BOTH INCLUSIVE, (EXCEPT THAT PORTION OF SAID LOTS TAKEN FOR THE WIDENING OF PETERSON AVENUE) IN BARBARA EVERT'S ADDITION TO HIGH RIDGE, IN THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE AFORESAID LOT 7 WITH THE NORTH LINE OF PETERSON AVENUE AS WIDENED (BEING A LINE DRAWN 67.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE AFORESAID NORTHWEST 1/4 OF SECTION 6); THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG SAID NORTH LINE OF PETERSON

UNOFFICIAL COPY

VEN13

Store Number: 167
Common Name: Peterson
County/State: Cook County, IL

EXHIBIT A
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

AVENUE, 280.96 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 5.62 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 162.93 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 10.10 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 20.61 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.17 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST 0.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 35.61 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 0.77 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 18.90 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 6.42 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.05 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.05 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 21.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 29.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 25.96 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 29.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 0.11 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 5.55 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 1.27 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 1.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 24.25 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 52.24 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST 0.72 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 12.40 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

89383039

VENUE

UNOFFICIAL COPY

Store Number: 101 17 9
Common Name: Peterson
County/State: Cook County, IL

EXHIBIT A
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

PARCEL 2:

THE WEST 255.5 FEET OF THE SOUTH 330 FEET OF THE EAST 1083.5 FEET; OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 67 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH WEST 1/4 OF SECTION 6 AFORESAID, AS CONVEYED BY JOHN THILLENS AND THERESA THILLENS, HIS WIFE, TO THE CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY QUITCLAIM DEED DATED OCTOBER 6, 1928 AND RECORDED NOVEMBER 2, 1928 AS DOCUMENT 10195995, IN COOK COUNTY, ILLINOIS.

Plat # 14-06-116-027

- 064
- 072
- 029
- 034
- 033
- 028
- 031
- 032
- 065
- 022
- 024
- 025
- 054

Office of Cook County Clerk's Office

62088668

UNOFFICIAL COPY

Store Number: 167
 Common Name: Peterson
 County/State: Cook County, IL

EXHIBIT B
 TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

1. Construction, Operation and Reciprocal Easement Agreement dated 5/9/88 between The May Department Stores Company, the Bank of Ravenswood, Trustee under the Trust Agreement dated 6/1/87 and known as Trust 25-8591 and Venture Plaza Limited Partnership, recorded May 19, 1988 as Document No. 88-214419 in the Cook County, Illinois Recorder's Office.
2. Supplemental Agreement dated 5/9/88 between The May Department Stores Company, the Bank of Ravenswood, Trustee under the Trust Agreement dated 6/1/87 and known as Trust 25-8591 and Venture Plaza Limited Partnership.
3. Joint Improvement Agreement dated 5/9/88 between The May Department Stores Company, the Bank of Ravenswood, Trustee under the Trust Agreement dated 6/1/87 and known as Trust 25-8591 and Venture Plaza Limited Partnership.
4. Indemnification Agreement dated 12/22/86 between Z.F. Inc., The May Department Stores Company and First City Rochester Associates, re: Illinois Income Tax Act.
5. Letter Agreement dated 5/9/88 between The May Department Stores Company and Venture Plaza Limited Partnership, re: acquisition cost of Co-Developer Parcel.
6. Redevelopment Agreement dated 11/24/86 between The May Department Stores Company and the City of Chicago, Illinois.
7. Redevelopment Note, Series 1986, dated 11/24/86 in the original principal amount of \$3,000,000.00 issued by the City of Chicago, Illinois to The May Department Stores Company.
8. First Source Agreement dated 11/24/86 between The May Department Stores Company and the City of Chicago, Illinois, Mayor's Office of Employment and Training.
9. Indemnification Agreement executed by The May Department Stores Company on August 12, 1986 and by Teng & Associates, Inc. on August 8, 1986.
10. Purchase and Sale Agreement dated May 9, 1988 by and between The May Department Stores Company, the Bank of Ravenswood, Trustee under Trust Agreement dated 6/1/87 and known as Trust 25-8591 and Venture Plaza Limited Partnership.

89383039

UNOFFICIAL COPY

State Number: 007
Common Name: Peterson, J
County/State: Cook County, IL

EXHIBIT B
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

11. Indemnity Bond dated May 9, 1988 from The May Department Stores Company to Lawyer's Title Insurance Corporation, re: mechanic's liens.
12. "GAP Undertaking" dated May 9, 1988 from The May Department Stores Company to Lawyer's Title Insurance Corporation.

Property of Cook County Clerk's Office

89383039

VEN28

GLM

UNOFFICIAL COPY

EXEMPTIONS

The following deeds shall be exempt from the provisions of this Act, except as hereinafter provided:

Section 4:

- (a) Deeds representing real estate transfers made before January 1, 1968, but recorded after that date.
- (b) Deeds to property acquired by any governmental body or from any governmental body or deeds to property between governmental bodies, or by or from any corporation, society, association, foundation or institution organized and operated exclusively for charitable, religious or educational purposes; except that such deeds, other than those in which the Administrator of Veterans' Affairs of the United States of America is the grantee pursuant to a foreclosure proceeding, shall not be exempt from filing the declaration.
- (c) Deeds which secure debt or other obligation.
- (d) Deeds which, without additional consideration, confirm, correct, modify, or supplement a deed previously recorded.
- (e) Deeds where the actual consideration is less than \$100.
- (f) Tax Deeds.
- (g) Deeds of release of property which is security for a debt or other obligation.
- (h) Deeds of partition.
- (i) Deeds made pursuant to mergers, consolidations or transfer or sales of substantially all of the assets of corporations pursuant to plans of reorganization.
- (j) Deeds made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.
- (k) Deeds wherein there is an actual exchange of real estate, except that that money difference or money's worth paid from one to the other shall not be exempt from the tax.
- (l) Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except that such deeds shall not be exempt from filing the declaration.
- (m) Deeds issued to a holder of a mortgage, as defined in Section 15-103 of the Code of Civil Procedure, pursuant to a mortgage foreclosure proceeding or pursuant to a transfer in lieu of foreclosure.

This form is to be retained by the Recorder or Registrar of Titles.

8938303