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BOX 330

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$20.00

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Mail 70

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

Store Number: 174
Common Name: Streamwood (Westview)
County/State: Cook County, IL.
WESTVIEW CENTER
Barrington & Rambleway Roads
Streamwood, Ill

A-969007

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, instruments, 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)

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COOK COUNTY, ILLINOIS

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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-

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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

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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.

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Assignor:

THE MAY DEPARTMENT STORES COMPANY

Witness:

By: _____
Executive Vice President

Attest: _____
Assistant Secretary

[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PRIOR PAGE]

Witness:

_____

Georgine L. Macleod

Assignee:

VENTURE STORES, INC.

By: Robert J. Geiger
Vice President

Attest: Robert M. Sosh
Assistant Secretary

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

On this 8th day of August, 1989, before me, personally appeared Louis J. Garrett, and Robert M. Soshnik, 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.

Maria G. Greenwell
Notary Public

My Commission Expires:

MARIA G. GREENWELL
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/4/92
CITY OF ST. LOUIS

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

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

Maria G. Greenwell
Notary Public

My Commission Expires:

MARIA G. GREENWELL
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/4/92
CITY OF ST. LOUIS

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VER.

State Number: [illegible]
Common Name(s): Streamwood
County, State: Cook County, IL

EXHIBIT A
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF BARRINGTON ROAD (AS OCCUPIED) WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 1173.52 FEET; THENCE NORTH 89 DEGREES, 46 MINUTES, 06 SECONDS WEST 213.00 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 46 MINUTES, 06 SECONDS WEST, 600.86 FEET; THENCE SOUTH 00 DEGREES, 13 MINUTES, 56 SECONDS WEST, 336.33 FEET; THENCE SOUTH 89 DEGREES, 46 MINUTES, 06 SECONDS EAST, 312.37 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 1.83 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, 15.67 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 54 SECONDS WEST, 130.25 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, 289.50 FEET; THENCE NORTH 00 DEGREES 13 MINUTES 54 SECONDS EAST, 450.00 FEET; THENCE NORTH 44 DEGREES 46 MINUTES 06 SECONDS WEST, 21.12 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS:

LOT 2 IN THE WESTVIEW CENTER SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED _____, 1989 AS DOCUMENT NO. _____, IN THE OFFICE OF THE COOK COUNTY RECORDER OF DEEDS.

PIN# 06-25-201-006

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Store Number: 174
Common Name: Streamwood
County/State: Cook County, Illinois

EXHIBIT B
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

1. PURCHASE AND SALE AGREEMENT, dated as of March 20, 1989, as amended, modified and/or supplemented, by and among The May Department Stores Company ("May"), American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under a Trust Agreement dated September 28, 1987 and known as Trust No. 103625-07 ("Trustee"), and P&D Partners Ltd. No. 111, an Illinois Limited Partnership ("P&D Partners") (Trustee and P&D Partners are sometimes collectively referred to herein as the "Developer").

2. CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (the "REA"), dated as of March 20, 1989, by and between May and Developer, recorded March 31, 1989 as Document No. 89143137 in the Office of the Cook County Recorder of Deeds, together with related documents, including without limitation the following:

   (i) SUPPLEMENTAL AGREEMENT, dated as of March 20, 1989, by and between Developer and May;

   (ii) JOINT IMPROVEMENT AGREEMENT, dated as of March 20, 1989, by and between Developer and May;

   (iii) PROMISSORY NOTE, dated March 20, 1989, executed by P&D Partners and payable to May, in the original principal sum of $500,000.00;

   (iv) GUARANTY, dated as of March 20, 1989, executed by Demetrios Dellaportas, to and for the benefit of May;

   (v) LETTER, dated March 21, 1989, from May to First National Realty & Development Company, Inc. ("First National"), regarding acknowledgment of May's receipt of various documents prior to closing;

   (vi) LETTER, dated March 21, 1989, from May to Developer, regarding May's approval of certain Developer Building Preliminary Plans;

   (vii) LETTER, dated March 31, 1989, from Developer to May and Venture Stores, regarding Developer's approval of May's Preliminary Building Plans for Building T;

   (viii) LETTER AGREEMENT, dated March 20, 1989, from P&D Partners to May, regarding the reduction of May's contribution toward the Total Expenditure under the Supplemental Agreement from $825,000.00 to $815,000.00;

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Store Number: [illegible]
Common Name: (Streamwood)
County/State: Cook County, Illinois

EXHIBIT B
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

(ix) LETTER AGREEMENT, dated March 31, 1989, from P&D Partners to May, regarding the parties' various responsibilities for pad related expenses in order to cause the pad to be prepared according to the bearing specifications designated by May;

(x) LETTER, dated March 31, 1989, from May to P&D Partners and Balcor Real Estate Finance, Inc., regarding May's approval and acceptance of the pad for the May Building in "as is" condition;

(xi) LETTER, dated March 20, 1989, from P&D Partners to May and Venture Stores, regarding the delivery to May of an executed agreement with Illinois Footwear Company, d/b/a Lebo's Shoe Outlet ("Lebo's") whereby Lebo's would agree to subordinate its lease to the REA;

(xii) LETTER, dated March 29, 1989, from First National to Jay Crane, Streamwood Village Attorney, confirming that First National will indemnify the Village for the cost of the tap-on fee for the May Building;

(xiii) ESCROW AGREEMENT, dated March 31, 1989, executed by Sharon B. Glazer of Hess, Kaplan and McDowell, Ltd., for Seller, Glenn I. Becker of Sonnenschein Carlin Nath & Rosenthal, for Purchaser, and accepted by Jay Reed of First American Title Insurance Company of the Mid-West; and

(xiv) FIRST AMERICAN TITLE INSURANCE COMPANY OF THE MID-WEST OWNER'S TITLE INSURANCE POLICY, Policy No. C26764JL (Jacket Policy No. OP 218147), dated March 31, 1989, in the amount of $850,000.00, showing May as the insured party (accompanied by a LETTER, dated April 7, 1989, from Jay W. Reed to Glenn I. Becker, regarding the issuance of additional endorsements upon the recordation of the plat of subdivision).

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State of Illinois

DEPARTMENT OF REVENUE

STATEMENT OF EXEMPTION
UNDER
REAL ESTATE TRANSFER TAX ACT

I hereby declare that the attached deed represents a transaction exempt under provisions of Paragraph e Section 4 of the Real Estate Transfer Tax Act as set forth on the reverse side of this form.

Dated this 9th day of August, 1989.

Robert J. Geiger
Signature of Buyer-Seller or their Representative

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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 Administrators 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.

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