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tax No. 1 29-32-200-000, 29-32-401-612, 29-32-401-015, 29-32-401-007

THIS MAY DEPARTMENT STORES COMPANY, ATTN: Michael J. Marney  
611 Olive Street, Suite 1750, St. Louis, MO 63101  
This instrument prepared by, and after recording, mail to:

Homewood, Illinois, and situated within the Shopping Center!

particularly described therein, known as 17920 South Halstead Street,

tenant certain land and improvements (the "Demised Premises") more

by and between Lasalle and Woolworth, the landlord leased to the

that certain Lease Modification Agreement, dated December 10, 1981,

amended, modified and/or supplemented, including, without limitation,

Woolworth, as the tenant, as the same may have been heretofore

Lasalle National Bank, as Trustee ("Lasalle"), as the landlord, and

WHEREAS, by Lease dated November 1, 1972, by and between

"Shopping Center") was subsequently developed.

Illinois, upon which land Washington Park Shopping Center (the

northwesterly corner of Halstead Street and Ridge Road, Homewood,

Illinois, more particularly described therein, located at the

"Lease"), the lessor leased to the lessee certain land in Cook County,

amended, modified and/or supplemented (collectively, the "Ground

Bank, as Trustee, as the lessee, as the same may have been heretofore

Illinois State Bank, as Trustee, as the lessor, and Lasalle National

WHEREAS, by Ground Lease dated July 25, 1972, by and between

WITNESSETH:

Delaware corporation ("Venture").

COMPANY, a New York corporation ("May") and VENTURE STORES, INC., a

New York corporation ("Woolworth"), THE MAY DEPARTMENT STORES

of the 24<sup>th</sup> day of October, 1990 by and between F.W. WOOLWORTH CO., a

THIS FIRST AMENDMENT OF SUBLEASE (the "Agreement") is made as

90569551

(Short Form)

FIRST AMENDMENT OF SUBLEASE

90569551

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WHEREAS, by Sublease dated February 10, 1982, by and between Woolworth, as the Sublandlord, and May, as the Subtenant, as the same may have been heretofore amended, modified and/or supplemented (collectively, the "Sublease"), Woolworth leased to May the Demised Premises;

WHEREAS, Venture has succeeded to the interest of May as Subtenant under the Sublease;

WHEREAS, May, Woolworth and Venture acknowledge that Venture has succeeded to the interest of May under the Sublease and that such succession has in no way caused or will cause the Rent Increase provided for in Paragraph 19 of Section 2 of the Sublease to take effect; and

WHEREAS, May, Woolworth and Venture desire to modify the Sublease, upon the terms and conditions and subject to the limitations more particularly set forth in a certain agreement between May, Woolworth and Venture bearing even date herewith (hereinafter referred to as the "Amendment"), to acknowledge the substitution of Venture for May as Subtenant under the Sublease and to clarify the provisions of Paragraph 19 of Section 2 of the Sublease to provide that in the event Venture assigns the Sublease to a wholly-owned subsidiary, and subsequently, the stock of such subsidiary is transferred to an unrelated third party, such transfer of the stock of such subsidiary shall initiate the Rent Increase provided for in such Paragraph 19 pursuant to the terms thereof.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the

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receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. In the second and third lines of the Sublease, the words "The May Department Stores Company, a New York corporation" are hereby deleted and the words "Venture Stores, Inc., a Delaware corporation" are inserted in lieu thereof. This modification of the Sublease in no way limits or extinguishes the current obligations of May under the Sublease as set forth in Article 15 of the Overlease as incorporated by the Sublease; notwithstanding the foregoing, no modification of the Sublease shall be effective against May without the consent of May, which consent shall be granted or denied in the sole and absolute discretion of May.

2. Article 21 of the Overlease as incorporated by the Sublease is hereby deleted and a new Article 21 inserted in lieu thereof:

Art. 21. Tenant's Default in Rent. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved when due, the Landlord shall forward notice in writing of such default to the Tenant, with a copy thereof sent simultaneously to The May Department Stores Company at the following address:

The May Department Stores Company  
611 Olive Street  
St. Louis, Missouri 63101  
Attention: Executive Vice President  
Real Estate

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and failure of the Tenant to cure such default within thirty (30) days after the date of receipt of such notice shall at the option of the Landlord work as a forfeiture of this lease. Notwithstanding the foregoing, if Tenant shall be in default under this lease, May shall have the right, but not the obligation, within a period of five (5) days in addition to any grace period given to Tenant under the lease, to remedy such default or cause the same to be remedied (provided such default is capable of being cured by May) and Landlord shall accept such remedy.

3. Paragraph 19 of Section 2 of the Sublease is deleted and a new Paragraph 19 of Section 2 of the Sublease is inserted in lieu thereof. Under the new Paragraph 19 of Section 2 of the Sublease, Landlord waives for itself only (and not for the landlord under the Overlease) its option to cancel and terminate this Sublease under Section 4 hereof; provided, however, if the demised premises cease to be used and occupied by a retail store facility wholly-owned and operated by Subtenant the annual minimum rent provided for in Section 3 hereof shall be increased. Notwithstanding the foregoing, in the event that Venture assigns the Sublease to a wholly-owned subsidiary, and, ownership of a controlling interest in the stock of such wholly-owned subsidiary is thereafter transferred by Venture to a third party or third parties, such transfer by Venture, as Subtenant, shall be deemed a cessation of use and occupancy by a retail store facility

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wholly-owned and operated by Venture, as Subtenant, for purposes of said new Paragraph 19 of Section 2 of the Sublease.

Further, notwithstanding the foregoing, any such increase in the annual minimum rent as provided for above shall only become effective and be applicable during the remainder of any extension of the term hereof from and after the date the demised premises cease to be used and occupied by a retail store facility wholly-owned and operated by Subtenant.

"Ceased to be used and occupied" as used in this Sublease shall not apply to any temporary period following the closing of any retail store facility in the demised premises wholly-owned and operated by Subtenant and the opening therein of the same or another retail store facility wholly-owned and operated by Subtenant.

Subtenant shall give to Landlord promptly notice of the date the demised premises cease to be used and occupied by a retail store facility wholly-owned and operated by Subtenant.

4. This Agreement is subject to all of the conditions, covenants and agreements provided in the Amendment. The incomplete statement of any such covenant, condition or provision in this Agreement shall not be deemed to modify or amend any of the provisions of the Amendment, which shall be the controlling instrument.

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5. The Sublease, as modified herein, is hereby ratified and confirmed.

6. This Agreement may be executed in multiple counterparts; each counterpart shall be deemed an original thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATTEST:

Bohdan S. Kosovych  
Name: Bohdan S. Kosovych  
Its: ASST. SECRETARY

F.W. WOOLWORTH CO., a New York corporation

By: [Signature]  
Name: J. H. Cannon  
Its: VICE PRES & TREASURER

ATTEST:

Michael J. Mackay  
Name: Michael J. Mackay  
Its: ASST. SECRETARY

THE MAY DEPARTMENT STORES COMPANY, a New York corporation

By: [Signature]  
Name: Thomas A. Kay  
Its: PRESIDENT

ATTEST:

John O. Burtels  
Name: John O. Burtels  
Its: ASST. SECRETARY

VENTURE STORES, INC., a Delaware corporation

By: [Signature]  
Name: [Signature]  
Its: [Signature]

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STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On this 9<sup>th</sup> day of November, 1990, before, the undersigned, a Notary Public in and for the said County and State, personally appeared J.H. Cannon, and B. S. Kosowicz, known to me to be the V.P. Treasurer, and Asst. Secretary, respectively, of F.W. WOOLWORTH CORPORATION, the corporation that executed the foregoing Instrument, known to me to be the persons who executed said instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed said instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]  
Notary Public in and for said  
County and State

My Commission Expires:

(SEAL)

JUDITH ARELLANO  
Notary Public, State of New York  
No. 31-4819584  
Qualified in New York County  
Commission Expires April 30, 1992

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

On this 1<sup>st</sup> day of November, 1990, before, the undersigned, a Notary Public in and for the said City and State, personally appeared [Signature], and [Signature], known to me to be the President, and Asst. Secretary, respectively, of THE MAY DEPARTMENT STORES COMPANY, the corporation that executed the foregoing Instrument, known to me to be the persons who executed said instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed said instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

[Signature]  
Notary Public in and for said  
City and State

My Commission Expires:

(SEAL)

MARIA G. GREENWELL  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 10/14/92  
CITY OF ST. LOUIS

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

On this 1st day of November, 1990, before, the undersigned, a Notary Public in and for the said County and State, personally appeared Karen M. Portell, and John B. [unclear], known to me to be the [unclear], and [unclear], respectively, of VENTURE STORES, INC., the corporation that executed the foregoing instrument, known to me to be the persons who executed said instrument, on behalf of the corporation herein named, and acknowledged to me that such corporation executed said instrument pursuant to its by-laws or resolution of its board of directors.

WITNESS my hand and official seal the day and year in this certificate first above written.

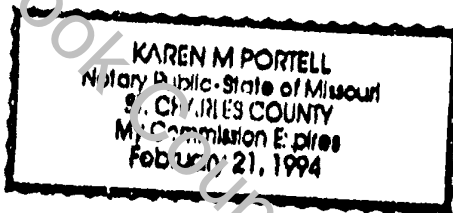
Karen M. Portell  
Notary Public in and for said  
City and State

My Commission Expires:

(SEAL)

2/21/94

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## LEGAL DESCRIPTION OF DEMISED PREMISES

### Parcel 1:

The entire premises consist of all that certain lot, piece or parcel of land together with improvements thereon, said land being located in the State of Illinois, County of Cook and Village of Homewood being part of the East 1/2 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian being more particularly described as follows: That part of the East 1/2 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, described by beginning at the Southerly most corner of Lot 1 in the Village of Homewood Subdivision a Subdivision of part of the South West 1/4 and part of the South East 1/4 of said Section 32, recorded September 23, 1966 as document number 19955444, thence Northeasterly along the Southerly most line of said lot 1 and along said line extended Northeasterly, a distance of 318.97 feet to the Westerly right of way line of Halsted Street (said right of way line being 33.0 feet Westerly of as measured perpendicular to the East line of Section 32, aforesaid) thence Northerly along said Westerly right of way line of Halsted Street, a distance of 1331.53 feet thence Westerly at right angles with said Westerly right of way line of Halsted Street, a distance of 500.77 feet, thence Southwesterly along a line making an angle of 36 degrees 35 minutes to the left with the prolongation of the last described course, a distance of 68.81 feet thence Southwesterly along a line making an angle of 38 degrees 49 minutes 20 seconds to the left with the prolongation to last described course, a distance of 298.47 feet, thence Southwesterly along a line making an angle of 38 degrees 07 minutes 40 seconds to the right with the prolongation of the last described course, a distance of 216.14 feet, thence Southerly parallel with the Westerly right of way line of Halsted Street, aforesaid, a distance of 386.83 feet to a point in the line between Lots 1 and 3 in the Village of Homewood Subdivision aforesaid, thence Southeasterly along said line a distance of 240.80 feet to a point 25.0 feet West of the North West corner of Lot 2 in said Village of Homewood Subdivision as measured along the Westerly extension of the North line of said Lot 2, thence Easterly along said Westerly extension and along the North line of said Lot 2, a distance of 350.00 feet to the North East corner of said Lot 2 thence Southerly along the East line of said Lot 2, a distance of 386.40 feet to the point of beginning in Cook County, Illinois.

### Parcel 2:

Easement for the benefit of Lot 1 in the Village of Homewood Subdivision aforesaid, as created by Grant from the Village of Homewood, a municipal corporation of Illinois to Chicago Thoroughbred Enterprises, Inc., a Delaware corporation, dated August 12, 1966 and recorded September 29, 1966 as document 19956437 for ingress and egress over and across a certain roadway 50 feet in width across Lots 2 and 3 in Village of Homewood Subdivision aforesaid and marked "roadway easement" on the Plat of said Subdivision recorded as document 19955444 in Cook County, Illinois.

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