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Exempt under paragraph
"D" of Sec. 8.9.6 under
The Mt. Prospect Real Estate
Transfer Tax Ordinance

Mail to:

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

Store Number: 18
Common Name: Mt. Prospect
County/State: Cook County, IL
1500 S. Elmwood Rd
Mt. Prospect, Illinois 60054

DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

\$20.00

DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"),
made as of the 23rd day of January, 1988, 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)

* (successor via merger to May Properties 1975, Inc., a Delaware corporation)

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72-14-602 D-W

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-

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

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. Each of Assignor and Assignee hereby confirms, acknowledges and agrees that (i) that certain Lease described and listed in paragraph numbered "1" of Exhibit B attached hereto is terminated and of no further force and effect with respect to the Premises and/or Buildings, (ii) Assignor and its predecessors in interest are fully and forever released and discharged from any and all obligations and/or liabilities under and/or arising out of said Lease, and (iii) notwithstanding the termination of said Lease, it is their intention that no other lease presently in existence with respect to any portion or portions of the Premises and/or Buildings (including, without limitation, the other leases described and listed in Exhibit B attached hereto) shall be

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terminated thereby, but rather that each of same shall be and remain in full force and effect in accordance with its terms, Assignee hereby recognizing each of such other leases and the rights of the respective tenants thereunder and hereby becoming, for all purposes, the landlord thereunder.

5. 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:

Witness:

Colleen LaHelle

Jane C. Herbert

THE MAY DEPARTMENT STORES COMPANY

By:

Louis J. Jan, Jr.
Executive Vice President

Attest:

Ann Smith Carr
Assistant Secretary

Assignee:

Witness:

Colleen LaHelle

Jane C. Herbert

VENTURE STORES, INC.

By:

Robert J. Geiger
Vice President

Attest:

Ann Smith Carr
Assistant Secretary

COOK COUNTY, ILLINOIS

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

On this 23 day of January, 1989, before me, personally appeared Paul A. Harbo and Ann Smith Carr, 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 23 day of January, 1989, before me, personally appeared Peter J. Harbo and Ann Smith Carr, 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
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Store Number: 18
Common Name: Mt. Prospect
County, State: Cook County, IL

EXHIBIT A
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

Lot 2 in Kenroy's Elmhurst-Dempster Subdivision being a Subdivision of part of the East half of Section 14, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat of said Subdivision recorded May 16, 1973 as document number 22327173.

PIN# 08-14-403-002

08-14-103-023

Property of Cook County Clerk's Office

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Store Number: 418, 3, 2
Common Name: Mt. Prospect
County/State: Cook County, IL

EXHIBIT B
TO
DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

1. Lease dated as of July 1, 1975, by and between May Properties 1975, Inc., a Delaware corporation, as Landlord, and The May Department Stores Company, a New York corporation, as Tenant.
2. Lease Agreement dated as of March 31, 1988, by and between The May Department Stores Company, as Landlord, and Enterprise Leasing Company of Chicago, a Nevada Corporation, as Tenant, together with (i) letter agreement dated January 18, 1988 (executed by Tenant as of March 31, 1988) between Landlord and Tenant, and (ii) letter agreement dated June 28, 1988, between Landlord and Tenant, confirming Rent Commencement Date.
3. Lease Agreement dated as of November 16, 1988, by and between The May Department Stores Company, as Landlord, and Mount Prospect Park District, as Tenant, together with (i) letter agreement dated December 15, 1988 between Landlord and Tenant, confirming Rent Commencement Date.
4. Ground Sublease dated as of January 28, 1989, by and among The May Department Stores Company, May Properties 1975, Inc. (collectively, as Landlord) and KPC National Management Company, a Delaware corporation, as Tenant, as amended by First Amendment to Lease dated April 25, 1989.

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1944 Prospect

ILLINOIS

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 (2) Section 4 of the Real Estate Transfer Tax Act
as set forth on the reverse side of this form.

Dated this 23rd day of January, 1970.

Robert J. Jeger Attorney
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 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.