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

Store Number: 47  
Common Name: 115TH & Halstead  
County/State: Cook County, IL

115TH & Halstead

Box 333

## ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER AGREEMENTS

20.00

ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER AGREEMENTS  
("Agreement"), made as of the 23<sup>rd</sup> day of January, 1990,  
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").

"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

Cathleen L. Lelli

By:

Robert J. Heger  
Executive Vice President

Jane C. Herbert

Attest:

Ann Smith Carr  
Assistant Secretary

Assignee:

Witness:

VENTURE STORES, INC.

Cathleen L. Lelli

By:

Robert J. Heger  
Vice President

Jane C. Herbert

Attest:

Ann Smith Carr  
Assistant Secretary

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

On this 23 day of January, 1990, before me personally appeared James H. Hart and Ann Marie 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.

Maria J. Greenwell  
Notary Public

My Commission Expires:

NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JANUARY 1, 1991

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

On this 23 day of January, 1990, before me personally appeared Robert J. Green and Ann Marie 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.

Maria J. Greenwell  
Notary Public

My Commission Expires:

NOTARY PUBLIC  
MY COMMISSION EXPIRES  
JANUARY 1, 1991

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Store Number: 4  
 Common Name: 115th & Halsted  
 County/State: Cook County, IL

EXHIBIT A  
 TO  
ASSIGNMENT AND ASSUMPTION OF LEASE  
AND OTHER AGREEMENTS

That part of the South East 1/4 of the North East 1/4 of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian described as follows:

Lots 4 to 20 inclusive in Block 4 of the First Addition to Sheldon Heights West, being a subdivision of part of the East 1/2 of the North East 1/4 of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian except that part taken for widening of South Halsted Street, by ordinance of the City of Chicago, passed June 17, 1925; also land described as follows: commencing at a point on the North line of West 115th Street (being 33 North of the South Line of the North East 1/4 of said Section 20) and on the West line of said Block 4 of the First Addition to Sheldon Heights West; thence North along said West line of said Block 4 to a point on a line drawn parallel with and 100 feet South of the North line of the South 1/2 of the South 1/2 of the East 1/2 of the North East 1/4 of Section 20 (said line being the South line of Sheldon Heights West Fourth Addition); thence West along last described parallel line, a distance of 332.30 feet to the West line of said Sheldon Heights West Fourth Addition; thence North along the said West line of said subdivision, a distance of 133 feet to a point on a line drawn parallel with and 33 feet North of the said North line of the South 1/2 of the South 1/2 of the East 1/2 of the North East 1/4 of said Section 20; thence West along last described parallel line, a distance of 559.68 feet to the Easterly line of the 100 foot right of way of the Pittsburg, Cincinnati, Chicago and St. Louis Railway Company; thence Southeasterly along said Easterly right of way line, a distance of 704.88 feet to the North line of said West 115th Street; thence East along said North line of West 115th Street to the point of beginning.

Also

Lots 16, 17, 18, 19, 20 and 21 in Sheldon Heights West Fourth Addition, being a subdivision of part of the South East 1/4 of the North East 1/4 of Section 20, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois together with vacated streets and alleys as per Document 23388067 recorded February 11, 1976 except those parts dedicated for public alley as per Document 23388068 recorded February 11, 1976.

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2-5-20-226-001

23-20-226-011

23-20-227-031

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**UNOFFICIAL COPY**Store Number: 17  
Common Name: 715th & Halstead  
County/State: Cook County

EXHIBIT B  
TO  
ASSIGNMENT AND ASSUMPTION OF LEASE  
AND OTHER AGREEMENTS

1. Lease dated June 1, 1978 between Jewel Companies, Inc. and The May Department Stores Company.
2. Memorandum of Lease dated June 1, 1978 between Jewel Companies, Inc. and The May Department Stores Company.
3. Letter dated October 2, 1978 from The May Department Stores Company to Jewel Companies, Inc. regarding assumption of Landlord's Common Area maintenance obligations.
4. Letter dated December 8, 1982 from The May Department Stores Company to Jewel Companies, Inc. regarding future maintenance, repairs and replacements to sprinkler system.
5. Sublease dated January 3, 1983 between The May Department Stores Company and Zayre Corp.
6. Memorandum of Sublease dated January 3, 1983 between The May Department Stores Company and Zayre Corp.
7. Notice dated January 13, 1983 from The May Department Stores Company to Jewel Companies, Inc. regarding Sublease to Zayre Corp.
8. Notice dated January 13, 1983 from The May Department Stores Company to Jewel Companies Inc. exercising May's option to extend its term under the Lease.
9. Sublease dated June 1, 1983 between The May Department Stores Company and Chang S. Shin.
10. Notice dated June 6, 1983 from The May Department Stores Company to Jewel Companies, Inc. regarding the Sublease to Chang S. Shin.
11. Sublease dated June 16, 1983 between The May Department Stores Company and Congressman Gus Savage.
12. Notice dated July 18, 1983 from The May Department Stores Company to Jewel Companies, Inc. regarding the Sublease to Congressman Gus Savage.
13. Letter Agreement dated April 17, 1986 between The May Department Stores Company and Chang S. Shin.
14. First Amendment of Sublease dated May 12, 1986 between The May Department Stores Company and Zayre Corp.



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Store Number: 47  
Common Name: 115th & Halstead  
County/State: Cook County, IL

EXHIBIT B  
TO  
ASSIGNMENT AND ASSUMPTION OF LEASE  
AND OTHER AGREEMENTS

15. Letter Agreement dated November 26, 1986 between The May Department Stores Company and Congressman Gus Savage.
16. Letter dated October 8, 1987 from Jewel Companies, Inc. to The May Department Stores Company regarding change of address.
17. Extension and Amendment of Sublease dated May 3, 1989 between The May Department Stores Company and Chang S. Shin.

Property of Cook County Clerk's Office

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