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MAIL TO:

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
ADDRESS: 2050 W. PETERSON AVE., Chicago, IL
PERM. I.D.#: 14-06-116-077-0000
14-06-116-076-0000
14-06-116-078-0000

BOX 333

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

("Corrective Deed"), made effective 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").

"Deed" means: that certain Deed, Assignment and Assumption Agreement between Assignor and Assignee, dated as of August 9th, 1989 and recorded as instrument No. 89383039 in the offices of the Recorder of Deeds of Cook County, Illinois, on August 17, 1989, relating to the premises as hereinafter defined.

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

72-14-012 DN

Exempt under provisions of paragraph 9
Section 4, Real Estate Transfer Tax Act.
8/18/89
R. J. Heeger
(Date) Buyer
Seller or Representative

I declare that the attached deed
is a true and correct copy of the
original as recorded in the
Recorder of Deeds Office of Cook
County, Illinois, and that the
transaction is exempt from the
transfer tax imposed by
Section 200.1-256 of said ordinance.

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"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; and

"Permitted Matters" means all recorded: encumbrances, exceptions, easements, rights of way, covenants, conditions, restrictions, declarations, occupancies, reservations and all agreements and other matters of record with respect to and/or which affect, benefit and/or burden (i) the Premises, (ii) the Buildings, (iii) the Rents, (iv) the shopping center of which the Premises and/or the Buildings may be a part, and/or (v) the rights, easements, privileges and/or obligations of Assignor and/or Assignee with respect to any of same, including, without limitation, those set forth, contained or referred to on a recorded plan, on a recorded map and/or a recorded plat.

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 that the respective corresponding numbered Sections of the Deed shall be deemed corrected in their entirety to read as follows:

"1. Assignor does hereby remise, release, convey, quitclaim and assign unto Assignee all the estate, rights, title, interests, obligations and liabilities of Assignor in and to or with respect to the Premises, the Permitted Matters, the

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Buildings and/or the Rents, excepting, however, any items of personal property specifically included or 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 (i) hereby accepts from Assignor the foregoing conveyance and assignment, (ii) for the benefit of Assignor, its 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 Buildings, the Rents and/or the Permitted Matters to be kept, observed or performed by Assignor, its successors, assigns and/or Assignee and likewise hereby assumes and agrees to pay and satisfy all obligations and liabilities of Assignor, its successors, assigns and/or Assignee under and/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, its successors or assigns or asserted by third parties with respect to the Premises, the Buildings, the Rents and/or the Permitted Matters; provided, however, Assignee's assumptions and indemnification contained in this Section 2 shall not be deemed to run with the land and shall

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not bind any subsequent purchasers of the Premises and/or the Buildings."

"3. Assignee, for itself, its successors, successors in interest and assigns, hereby agrees that Assignor, its successors and assigns 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", including without limitation, all defects (latent and/or patent) and matters of survey and/or subdivision."

"4. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and, except as otherwise provided as to Assignee's assumptions and indemnification contained in Section 2 hereof, their respective successors."

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

Assignor:

Witness:

THE MAY DEPARTMENT STORES COMPANY

Jane C. Herbert

By:

Louis J. Garr Jr.
Louis J. Garr, Jr.,
Executive Vice President

Colleen M. LaMotte

Attest:

Ann Smith Carr
Ann Smith Carr,
Assistant Secretary

Assignee:

Witness:

VENTURE STORES, INC.

Jane C. Herbert

By:

Robert J. Geiger
Robert J. Geiger,
Vice President

Colleen M. LaMotte

Attest:

Ann Smith Carr
Ann Smith Carr,
Assistant Secretary

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

On this 9th day of May, 1990, before me, personally appeared Louis J. Garr, Jr. 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.

Linda R. Schaeffer
Notary Public

My Commission Expires:

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

On this 9th day of May, 1990, before me, personally appeared Robert J. Geiger 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.

Linda R. Schaeffer
Notary Public

My Commission Expires:

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

EXHIBIT A
TO

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

PARCEL :

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, 280.95 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 1.86 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 0.67 FEET; THENCE NORTH 90 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

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VENUE

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

EXHIBIT A
TO

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

AVENUE, 260.96 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 8.50 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 NORTH 90 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 28.96 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 NORTH 90 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.

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

EXHIBIT A
TO

CORRECTIVE 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.

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