

H455-1064

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ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

#178 - Crestwood

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER AGREEMENTS ("Agreement") is made effective as of the 6th day of August, 1997, between VENTURE STORES, INC., a Delaware corporation, having an office at 2001 East Terra Lane, P. O. Box 110, Mail Stop 222C, O'Fallon, Missouri 63366-0110 ("Assignor"), and KRC CRESTWOOD 887, INC., an Illinois corporation, having an office at 3333 New Hyde Park Road, Suite 100, P.O. Box 5020, New Hyde Park, New York 11042-0020 ("Assignee").

"Lease" means: that certain lease described in Exhibit B attached hereto and incorporated herein by this reference and any amendments or modifications thereto.

"Contract for Sale" means: that certain Contract of Sale, dated as of the date hereof, between Assignor and KRCV Corp. with respect to, among other things, the assignment of the lease from Assignor to Assignee;

"Premises" means: the premises demised under the Lease.

Instrument prepared by Alfred Hennebochle, Esq.
and when recorded return to:
KRCV Corp.
c/o Kimco Realty Corporation
3333 New Hyde Park
Suite 100
P. O. Box 5020
New Hyde Park, New York 11042-0020



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"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.

"Agreements" means: all 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, if any, of which the Premises, the Buildings and/or the Real Property are a part, and/or the rights and obligations of Assignor with respect to any of same.

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 assign unto Assignee, its successors and assigns, forever, all the estate, rights, title and interests of Assignor in and to or with respect to the Lease, the Premises, the Agreements, the Real Property and the Buildings, subject to all Permitted Exceptions (as defined in the Contract of Sale), excepting, however, (i) any lease which, in accordance with the Contract for Sale, shall contemporaneously herewith, be collaterally assigned to KRCV Corp. or other Purchaser Designee, as defined in the Contract for Sale, it being agreed that with respect to any such collaterally assigned lease, Assignor is and shall remain the landlord thereunder, subject nevertheless, to the provisions of such collateral assignment, and (ii) any items of personal property other than the Personal Property (as defined in the Contract of Sale).

2. Assignee for itself, its successors, successors in interest 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 to be kept, observed or performed by Assignor and which first accrue from and after the date of this Agreement.

3. This Agreement is entered into by Assignor and Assignee pursuant to, and is subject to the terms and provisions of, the Contract of Sale. Except as expressly set forth in the Contract of Sale, Assignor makes no representations or warranties with respect to the Lease, the Premises, the Agreements, the Real Property and/or the Buildings.

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4. Assignor does hereby covenant to and with Assignee that Assignor and its successors and assigns shall and will WARRANT AND DEFEND the leasehold title to the Premises and title in and to the Improvements unto the said Assignee and to the successors and assigns of the said Assignee forever, against the lawful claims of all persons claiming by, through or under Assignor but none other.

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:

VENTURE STORES, INC.

By: Russell Solt
Name: Russell Solt
Title: Exec VP

ASSIGNEE:

KROCRESWOOD 887, INC.

By: Edward Screenman
Name: Edward Screenman
Title: V.P.

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

On this 6th day of August, 1997, before me appeared Edward Senenman, to me personally known, who, being by me duly sworn, did say that he is the V.P. of KRC CRESTWOOD 887, INC., a corporation of the State of Illinois, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Edward Senenman acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ann L. Villella
Notary Public

My term expires:

ANN L. VILLELLA
Notary Public, State of New York
No. 30-4957531
Qualified in Nassau County
Commission Expires Oct. 16, 1997

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

On this 6th day of August, 1997, before me appeared Russell Solt, to me personally known, who, being by me duly sworn, did say that he is the Exec. VP of VENTURE STORES, INC., a corporation of the State of Delaware, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Russell Solt acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Ann L. Villella
Notary Public

My term expires:

ANN L. VILLELLA
Notary Public, State of New York
No. 30-4957531
Qualified in Nassau County
Commission Expires Oct. 16, 1997

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That part of the North 1/2 of the Southeast 1/4 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on a line drawn 20.00 feet North of and parallel with the South line of said North 1/2 of the Southeast 1/4, said point being 1026.00 feet West of the East line of said Southeast 1/4, measured perpendicularly; thence North 346.90 feet parallel with said East line; thence East at right angles 262.59 feet; thence South at right angles 347.97 feet to said line 20.00 feet North; thence North 89°-46'-03" West 262.59 feet, to the herein designated point of beginning; all in Cook County, Illinois

24-33-404-002

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#178
Crestwood
Rivercrest Mall
13200 S. Cicero
Crestwood, IL 60445-1476

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Store No. 178
Crestwood
13200 S. Cicero
Crestwood, IL 60445

EXHIBIT B

TO

ASSIGNMENT AND ASSUMPTION
OF LEASE AND OTHER AGREEMENTS

1. Lease dated 11/14/89 between Lefkas General Partners No. 1018, American National Bank and Trust Company of Chicago, and Venture Stores, Inc. ("VSI").
2. Memorandum of Lease dated 11/14/89 between American National Bank and Trust Company of Chicago, as Trustee under Trust No. 108929-29 and the beneficiary thereunder and VSI. Recorded on 11/16/89 as Document No. 89-558481.

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