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RECORD AND RETURN TO:

ARLINGTON HEIGHTS, IL

*First American Title
Insurance Company*

NATIONAL COMMERCIAL SERVICES
7370 College Parkway, Suite 104
Fort Myers, Florida 33907
Ph: (800) 585-2906 • Fax: (239) 938-8885



Doc#: 0509711001
Eugene "Gene" Moore Fee: \$70.00
Cook County Recorder of Deeds
Date: 04/07/2005 08:07 AM Pg: 1 of 8

NOTICE OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS NOTICE OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated this 31st day of August, 2004 (this "Notice"), is made by and between TOYS "R" US-DELAWARE, INC., a Delaware corporation, having an address at One Geoffrey Way, Wayne, New Jersey 07470 ("Assignor"), and OFFICE DEPOT, INC., a Delaware corporation, having an address at 2200 Old Germantown Road, Delray Beach, Florida 33445 ("Assignee").

WITNESSETH:

(1) Assignor is the tenant under that certain lease and/or ancillary agreements set forth on Schedule 1 attached hereto and hereby made a part hereof (collectively, the "Lease"). The premises demised under the Lease is a portion of the land more particularly described on Exhibit A attached hereto and made a part hereof.

(2) Pursuant to that certain Assignment and Assumption Agreement of even date herewith, Assignor sold, assigned and transferred to Assignee, and Assignee accepted and assumed, all of Assignor's right, title and interest in and to the Lease, effective as of the date hereof, subject to all of the terms, covenants and conditions of the Lease and the restriction set forth on Exhibit B attached hereto and made a part hereof. Assignee expressly assumed and agreed to perform, observe and abide by all of the terms, covenants, conditions and obligations of the Lease on the part of Assignor to be kept, observed and performed from and after the date hereof.

(3) By this Notice, it is the intention of the parties hereto to provide notice to the public of the existence of the Lease and the assignment thereof to Assignee. All parties are hereby notified of such existence and assignment, and are directed to the Lease (as well as the Assignment and Assumption Agreement) for the full text of the provisions thereof.

(4) This Notice shall be binding on, and shall inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

2 of 2
First American Title Order # 72955

8

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Notice to be executed by their respective officers as of the date first above written.

ASSIGNOR:

TOYS "R" US-DELAWARE, INC.

By: Michael L. Tumolo

Name: Michael L. Tumolo

Title: Vice President – Real Estate Counsel

ASSIGNEE:

OFFICE DEPOT, INC.

By: _____

Name: _____

Title: _____

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Notice to be executed by their respective officers as of the date first above written.

ASSIGNOR:

TOYS "R" US-DELAWARE, INC.

By: _____

Name: Michael L. Tumolo

Title: Vice President – Real Estate Counsel

ASSIGNEE:

OFFICE DEPOT, INC.

By:  _____

Name: **MARK B. BANDER**

Title: Senior Vice President – Real Estate

Property of COOK COUNTY Clerk's Office

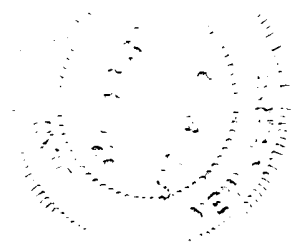
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STATE OF NEW JERSEY
COUNTY OF ~~BERGEN~~ PASSAIC

The foregoing instrument was acknowledged before me this 18th day of August, 2004 by Michael L. Tumolo, Vice President-Real Estate Counsel of TOYS "R" US-DELAWARE, INC., a Delaware corporation, on behalf of the corporation.

Signature: *Diane Martin*
Printed Name: Diane Martin
Commission No.: 2047488
My Commission Expires: July 7, 2008

(Affix Notarial Seal)



DIANE E. MARTIN
A Notary Public of New Jersey
My Commission Expires July 7, 2008
No. 2047488

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by Mark B. Bander, Senior Vice President - Real Estate of OFFICE DEPOT, INC., a Delaware corporation, on behalf of the corporation.

Signature: _____
Printed Name: _____
Commission No.: _____
My Commission Expires: _____

(Affix Notarial Seal)

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STATE OF NEW JERSEY

COUNTY OF BERGEN

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by Michael L. Tumolo, Vice President-Real Estate Counsel of TOYS "R" US-DELAWARE, INC., a Delaware corporation, on behalf of the corporation.

Signature: _____

(Affix Notarial Seal)

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of August, 2004 by Mark B. Bander, Senior Vice President - Real Estate of OFFICE DEPOT, INC., a Delaware corporation, on behalf of the corporation.

Signature: *Cheryl R. Gotler* _____

(Affix Notarial Seal)

Printed Name: _____

Commission No.: _____

My Commission Expires: _____



Cheryl R. Gotler
My Commission DD062730
Expires December 17 2005

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SCHEDULE 1

LEASE AND/OR ANCILLARY AGREEMENTS

Document: Lease
 Date of Document: October 2, 1990
 Parties to Document: LaSalle National Trust N.A. (as successor trustee to LaSalle National Bank), as Trustee under Trust Agreement dated October 1, 1961 and known as Trust No. 28624, and Toys "R" Us, Inc.

Document: Memorandum of Lease
 Date of Document: October 2, 1990
 Parties to Document: LaSalle National Trust N.A. (as successor trustee to LaSalle National Bank), as Trustee under Trust Agreement dated October 1, 1961 and known as Trust No. 28624, and Toys "R" Us, Inc.

Document: Subordination Non-Disturbance and Attornment Agreement
 Date of Document: October 12, 1990
 Parties to Document: NBD Chicago Bank and Toys "R" Us, Inc.

Document: Letter Agreement
 Date of Document: March 31, 1992
 Parties to Document: LaSalle National Trust N.A and Toys "R" Us, Inc.

Document: Letter Agreement
 Date of Document: March 18, 1991
 Parties to Document: LaSalle National Trust N.A and Toys "R" Us, Inc.

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EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of Northgate Shopping Center Subdivision of Part of the East ½ of the Southwest ¼ of Section 17, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPT:

That part of Lot 1 of Northgate Shopping Center Subdivision, being a Subdivision of part of the East ½ of the Southwest ¼ of Section 17, Township 42 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Northwest corner of said Lot 1 thence Southward along the Westerly line of said Lot 1, being the Easterly line of Arlington Heights Road; South 1 degree 50 minutes 41 seconds East, a distance of 73.57 feet; thence South 00 degrees 17 minutes 45 seconds East, a distance of 470.00 feet; thence South 13 degrees 57 minutes 59 seconds East a distance of 40.00 feet; thence South 33 degrees 05 minutes 01 seconds East, a distance of 37.43 feet to the point of beginning; thence South 33 degrees 05 minutes 01 seconds East, a distance of 7.57 feet; thence Southeasterly along a line being 50.00 feet Northeasterly of and parallel with the centerline of Rand Road, South 48 degrees 24 minutes 05 seconds East, a distance of 387.47 feet; thence South 50 degrees 47 minutes 20 seconds East, a distance of 48.01 feet; thence North 48 degrees 24 minutes 05 seconds West, a distance of 444.74 feet to the point of beginning, all in Cook County, Illinois.

Tax No.:	03-17-301-019	Vol. No. 232
	03-17-301-020	Vol. No. 232
	03-17-301-021	Vol. No. 232
	03-17-301-022	Vol. No. 232

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EXHIBIT B

RESTRICTION ON ASSIGNEE

In consideration of the assignment of the Lease to Assignee, Assignee hereby covenants that Assignee shall not operate all or any part of the property demised under the Lease (the "Property"), or lease or sublease all or any part of the Property, or permit all or any part of the Property to be occupied (whether by Assignee, a tenant, sublessee, assignee, licensee or other occupant), primarily as a modern retail toy store; primarily as a prenatal, newborn, infant and juvenile specialty store; and/or primarily as a children's specialty store.

This restriction shall run with the Property and be binding upon Assignee, its successors and successors-in-title to the Property, and to every tenant, sublessee, assignee, licensee or other occupant of the Property.

If all or any part of the within restrictive covenant is deemed invalid, unenforceable or unreasonable, the remaining portions thereof shall be deemed divisible and independent therefrom and shall remain in full force and effect.