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Prepared by:

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71 S. Wacker Drive
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Doc#: 0603418074 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/03/2006 02:42 PM Pg: 1 of 6

After recording return to:

Edwin Weinberg, Esq.
Sills Cummis Epstein & Gross PC
30 Rockefeller Plaza, 27th Floor
New York, NY 10112

SPECIAL WARRANTY DEED

THIS DEED, made as of this 2nd day of February, 2006, from MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation ("Grantor") to GALILEO MATTESON LLC, a Delaware limited liability company ("Grantee").

Witnesseth, that Grantor, for and in consideration of the sum of \$10.00 Dollars and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to the power and authority vested in Grantor, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, and to its successors and assigns, FOREVER, all the following described real estate, situated in the County of Cook and State of Illinois known and described as follows, to wit:

See Exhibit A attached hereto

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, its successors and assigns forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantee, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND the said premises, against all persons lawfully claiming, or to claim the same, by, through or under Grantor, subject to the matters set forth on Exhibit B attached hereto.

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IN WITNESS WHEREOF, Grantor has caused this instrument to be signed and sealed on its behalf by its duly authorized officers the day and year first above written.

GRANTOR:

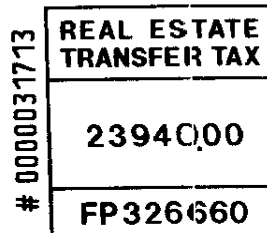
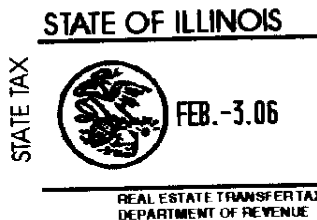
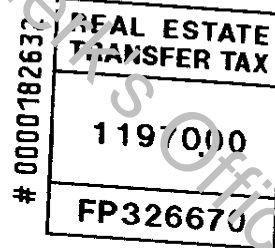
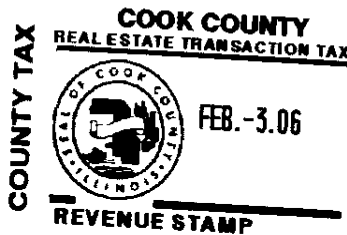
MASSACHUSETTS MUTUAL LIFE
INSURANCE COMPANY, a Massachusetts
corporation

By: Cornerstone Real Estate Advisers LLC, a
Delaware limited liability company, its
authorized agent

By: John R. Wootton
Name: John R. Wootton
Its: Vice President

Forward future
tax bills to:

Galileo Matteson LLC
c/o New Plan Excel Realty Trust, Inc.
420 Lexington Ave., 7th Floor
New York, NY 10170



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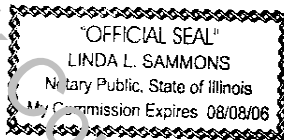
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Linda L Sammons, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John R. Wooten, personally known to me to be the Vice President of Cornerstone Real Estate Advisers LLC, a Delaware limited liability company, authorized agent of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to proper authority given said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, 2006.

Linda L Sammons
Notary Public

[SEAL]



My commission expires:

08/08/06

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EXHIBIT A

LEGAL DESCRIPTION

Legal Description:

PARCEL "A" (EXCEPT THE SOUTH 70.0 FEET OF THE NORTH 80.0 FEET OF THE EAST 55.0 FEET OF THE WEST 129.40 FEET THEREOF) AND THE EAST 161.74 FEET OF PARCEL "B", ALL IN MATTESON HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1962 AS DOCUMENT NUMBER 18525670, AS CORRECTED BY CERTIFICATE OF CORRECTION DATED JULY 17, 1962 AND RECORDED JULY 23, 1962 AS DOCUMENT NUMBER 18540252,

(EXCEPTING THEREFROM THAT PART OF PARCEL "A" AND THE EAST 161.74 FEET OF PARCEL "B" DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL "B", SAID POINT BEING 161.74 FEET WEST OF THE NORTHEAST CORNER OF SAID PARCEL "B", THENCE SOUTH ALONG THE WEST LINE OF THE EAST 161.74 FEET OF SAID PARCEL "B", A DISTANCE OF 350 FEET TO A POINT; THENCE EAST ALONG A LINE 350 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF PARCELS "A" AND "B", A DISTANCE OF 208.90 FEET TO A POINT; THENCE NORTH ALONG A LINE 208.90 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST 161.74 FEET OF PARCEL "B", TO A POINT OF INTERSECTION WITH THE NORTH LINE OF PARCEL "A"; THENCE WEST ALONG THE NORTH LINE OF PARCELS "A" AND "B" TO THE POINT OF BEGINNING,

ALSO EXCEPTING THEREFROM ALL THOSE PARTS THEREOF CONDEMNED IN CASE NO. 83L52241 AS PARCEL NOS. 9A AND 9B BEING DESCRIBED AS FOLLOWS:

EXCEPTION PARCEL 9A:

BEGINNING AT A POINT ON THE SOUTH LINE OF PARCEL "A" BEING 526.31 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, AND 50 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF PARCEL "A", A DISTANCE OF 80 FEET TO A POINT; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO A POINT; THENCE EAST AT RIGHT ANGLES, A DISTANCE OF 80 FEET TO A POINT; THENCE SOUTH AT RIGHT ANGLES, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; AND

EXCEPTION PARCEL 9B:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "A" BEING 250 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 22 AND 50 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4; THENCE WEST ALONG A LINE 250 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 10.0 FEET; THENCE NORTHEASTERLY TO A POINT ON THE EAST LINE OF SAID PARCEL "A" (BEING THE WEST LINE OF CRAWFORD AVENUE) DISTANT 130.0 FEET NORTHERLY OF THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID EAST LINE 130.0 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS

PINS: 31-22-200-016-0000
 31-22-201-014-0000
 31-22-201-009-0000 (as to a portion only)

Commonly known as: Marketplace at Matteson, 4156-4260 and 4300-4330 Lincoln Highway, Matteson, IL 60443

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes for the years 2005 and subsequent years which are not yet due and payable.

Tax No.: 31-22-200-016 (affects part of Parcel A)

Tax No.: 31-22-201-009 (affects that part of Parcel A falling in the North 80 feet of the East 60 feet of the West 129.4 feet of Parcel A)

Tax No.: 31-22-201-014 (affects Parcel B)

2. Rights of tenant, as tenant only, with no options or rights of first refusal to purchase as disclosed by Lease made by Massachusetts Mutual Life Insurance Company, landlord, and Frank's Nursery & Crafts, Inc., demising the land for a term of 40 years with options to extend as disclosed by Memorandum of Lease recorded August 28, 2002 as document 0020949399 and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee.

Unrecorded Assignment and Assumption of Lease to Advance Stores Company Incorporated as approved by order dated December 13, 2004 in U.S. Bankruptcy Court of the Southern District of New York Case 04-15826 (PCB).

(affects a part of Parcel A)

3. Rights of tenant, as tenant only, with no options or rights of first refusal to purchase as disclosed by Lease made by Massachusetts Mutual Life Insurance Company, landlord, and Supervalu Holdings Inc., tenant, demising the land for a term of 20 years with rights to extend as disclosed by Memorandum of Lease recorded December 27, 1999 as document 09195127 and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by through or under said lessee.

4. Rights of tenant, as tenant only, with no options or rights of first refusal to purchase as disclosed by Lease made by La Salle National Bank as trustee under trust 52843 to Newton Buying Corp for an undisclosed term as disclosed by Memorandum of Lease recorded September 1, 1983 as document 26759881 and all rights thereunder of, and all acts done or suffered thereby by said lessee or by any party claiming by, through or under said lessee.

Agreement amending lease recorded June 2, 2005 as document 0515313118.

5. 50 foot building line as shown on plat of Matteson Highlands recorded July 6, 1962 as document 18525670 along the North line, the East lines and the South lines of Parcel A aforesaid, and along the West line and the South line of Parcel B aforesaid; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

6. Easement for public utilities and drainage purposes as shown on plat of Matteson Highlands aforesaid recorded July 6, 1962 as document 18525670 over the south 10 feet of the west 950 feet of the south 200 feet; thence south 10 feet of the west 400 feet of the east 425 feet; the south 25 feet of the east 25 feet; the east 10 feet (except the south 25 feet) and the North 10 feet of Parcel A and over the west 10 feet and the south 10 feet of Parcel B; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

7. Easement granted to Illinois Bell Telephone Company and Commonwealth Edison Company, their respective successors and assigns, to install, maintain, operate and repair their equipment together with right of access thereto as contained in grant on plat of subdivision recorded July 6, 1962 as document 18525670 and the terms and provisions contained therein; and as shown on

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survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

8. Rights of drainage of the adjoining owners in the creek or ditch running along approximately the south 50 feet of the land immediately north of and adjoining Lincoln Highway; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

9. Easements for ingress and egress granted to Village of Matteson from Karart of Chicago Inc. recorded November 7, 1963 as document 18964587 over the south 15 feet of the north 25 feet of the east 1375 feet of Parcel A aforesaid and over the North 40 feet of the west 40 feet of the east 95 feet of the west 129.4 feet of Parcel A aforesaid; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

10. Easement created by grant to Commonwealth Edison Company, their successors and assigns, to install, maintain, repair and operate their equipment together with right of access thereto as contained in grant recorded November 21, 1978 as document 24731784 and the terms and provisions contained therein; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

11. Terms, conditions and provisions of agreement for regulation of parking of motor vehicles and traffic at shopping center executed by the village of Matteson and La Salle National Bank as trustee recorded January 4, 1978 as document 24789566 and extended by extension agreement recorded December 21, 1983 as document 25904178. Extension agreement recorded March 1, 1989 as document 89090605 extending the terms and conditions for additional 5 years up to and including January 31, 1994.

12. Easement granted to Northern Illinois Gas Company, their successors and assigns, to install, maintain, operate and repair their equipment together with right of access thereto as contained in grant recorded August 6, 1979 as document 25086329 and the terms and provisions contained therein.

13. Easement granted to Illinois Bell Telephone Company and Commonwealth Edison Company, their respective successors and assigns, to install, maintain, repair and operate their equipment together with right of access thereto as contained in grant recorded March 1, 1978 as document 24865336 and the terms and provisions contained therein; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

14. Easement granted to Northern Illinois Gas Company, its successors and assigns, to install, maintain, operate and repair their equipment together with right of access to same as contained in grant recorded November 2, 1984 as document 27321552 and the terms and provisions contained therein; and as shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.

15. Note for informational purposes only: Terms and provisions of a no further remediation letter recorded December 22, 1999 as document 09189454.

16. Rights of tenants, as tenants only, with no options or rights of first refusal to purchase under existing unrecorded leases, and all rights thereunder of and all acts done or suffered thereunder by said lessee or by any party claiming by, through or under said lessee.

17. State of Facts shown on survey made by Edward J. Molloy & Associates, Ltd. dated October 26, 2005 as Order No. 2005-1432.