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This instrument was prepared by:

Joseph T. Fernim
Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603

After recording please mail to:

Riker Danzing Scherer Hyland & Perretti LLP
Headquarters Plaza
One Speedwell Avenue
Morristown, New Jersey 07962-1981
Attn: Victoria A. Morrison, Esq.



Doc#: 0630034035 Fee: \$36.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/27/2006 09:59 AM Pg: 1 of 7

SPECIAL WARRANTY DEED

THIS INDENTURE

WITNESSETH, that Grantor,

Toys "R" Us – Delaware, Inc.,

a corporation, organized and existing under and by virtue of the Laws of the State of Delaware, successor in interest by name change to Toys "R" Us, Inc. having an office at One Geoffrey Way, Wayne, NJ 07470, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, VNO TRU Torrence Avenue LLC, a limited liability company, organized and existing under and by virtue of the Laws of the State of Delaware, having its principal office at 888 Seventh Avenue, 44th Floor, New York, New York 10019, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain Sell, Convey and Transfer unto Grantee forever, the real estate described on Exhibit "A" attached hereto and made a part hereof and situated in the County of Cook and State of Illinois (the "Property").

And said Toys "R" Us – Delaware, Inc., Grantor, for its successors and assigns, does covenant to warrant and defend the property hereby conveyed against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

Grantee takes title subject to the matters set forth on Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions") and further subject to the restrictive covenant, as more specifically described on Exhibit "C" attached hereto and made a part hereof (the "Restrictive Covenant").

IN TESTIMONY WHEREOF, said Toys "R" Us – Delaware, Inc. has hereto caused this Special Warranty Deed to be executed and delivered by its duly authorized officer as of the 15th day of October, 2006.

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TOYS "R" US – DELAWARE, INC.,
a Delaware corporation

By: *Michael L. Tumolo*
Name: Michael L. Tumolo
Title: Vice President - Real Estate Counsel

STATE OF NEW JERSEY)
) SS.
COUNTY OF morris)

I, the undersigned, a Notary Public in and for said State, do hereby certify that Michael L. Tumolo, personally known to me to be Vice President - Real Estate Counsel of Toys "R" Us – Delaware, Inc., whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of October, 2006.

Maureen T. Senius
Notary Public in and for said State

My Commission Expires:

MAUREEN T. SENIUS
A Notary Public Of New Jersey
My Commission Expires: May 1, 2007


Permanent Index Numbers
30-19-300-013-0000

Address of the Property:

16855 Torrence Avenue
Lansing, Illinois


THE ABOVE ADDRESS IS FOR
STATISTICAL PURPOSES ONLY
AND IS NOT A PART OF THIS DEED

Send future tax bills to:

STATE OF ILLINOIS	
STATE TAX	REAL ESTATE TRANSFER TAX
	0345200
OCT. 27. 06	FP 103041
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	

0000002317

0000013077

COOK COUNTY	
REAL ESTATE TRANSACTION TAX	
COUNTY TAX	REAL ESTATE TRANSFER TAX
	0172600
OCT. 27. 06	FP 103042
REVENUE STAMP	

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EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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CHICAGO TITLE INSURANCE COMPANY

**OWNER'S POLICY (1992)
SCHEDULE A (CONTINUED)**

POLICY NO.: 1401 008352481 D1

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:**PARCEL 1:**

LOT 2, EXCEPT THE SOUTHWESTERLY 1.04 FEET THEREOF, IN THE LANDINGS PLANNED UNIT DEVELOPMENT, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 19 TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 15, 1985 AS DOCUMENT NO. 85,148,127, IN COOK COUNTY, ILLINOIS. ✓

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS COMMON UTILITY FACILITIES AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85,149,087 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 21, 1984 AND KNOWN AS TRUST NO. 4951 TO TOYS "R" US, INC., RECORDED OCTOBER 2, 1985 AS DOCUMENT NO. 85,216,668, AND AS AMENDED BY INSTRUMENTS RECORDED DECEMBER 18, 1985 AS DOCUMENT 85,329,731, RECORDED MARCH 11, 1988 AS DOCUMENT 88103519 AND RECORDED MAY 10, 2000 AS DOCUMENT 00331108, OVER AND ACROSS "COMMON AREA" AS SUCH IS DEFINED AND LIMITED THEREIN. ✓

Pin #: 30-19-300-013-0500

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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EXHIBIT B

PERMITTED EXCEPTIONS

Subject to matters of record and rights of tenants in possession

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EXHIBIT C
RESTRICTIVE COVENANT

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Restrictive Covenant

Neither the property conveyed, nor any portion thereof, shall be used primarily as either:

- (i) a modern toy store, or
 - (ii) a modern babies', infants', juvenile's or children's specialty store,
- from the date of this instrument through the Termination Date (as defined herein).

On the Termination Date for each of (i) and (ii), the effected clause shall expire and be null and void.

The Termination Date shall mean the earliest of:

- (a) the thirtieth (30th) anniversary of the date of this instrument;
- (b) (A) for the restriction in clause (i) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern toy stores in the Area of Dominant Influence (as such term is commonly used in the retail industry) where the restricted property is located, and (B) for the restriction in clause (ii) on the date on which if Seller and/or its parent or any affiliate, subsidiary, related entity, mortgagee or successor-in-interest by merger or consolidation is no longer engaged in the retail business of operating modern baby specialty stores in the Area of Dominant Influence where the restricted property is located; and
- (c) the foreclosure or transfer in lieu of foreclosure of the interest in the Property being conveyed by this instrument by a mortgagee or holder of a deed of trust secured by such interest.

Notwithstanding anything to the contrary contained herein, if any tenant leasing any portion of the restricted property has the right, on the date of this instrument, to engage in the restricted uses, the exercise of such rights, as they exist on the date of this instrument, by such tenant shall not be a violation of this restrictive covenant.