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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, Ir.c. having an office at One Geoffrey Way, Wayne, NJ 07470, for and in consideration of the surn 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, 44 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 Illing (the "Property").

And said Toys "R" Us – Delaware, Inc., Grantor, for its successors and assign i, does covenant to warrant and defend the property hereby conveyed against the lawful claims and denicods 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").

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

By: Name:

Michael L. Tumolo

Title:

Vice President - Real Estate Counsel

STATE OF NEW JERSEY

) SS.

COUNTY OF MY

I, the undersigned, a Notary Public in and for said State, do hereby certify that

Michael L. Tomolo, personally known to me to be
Vice President-Real Estate County 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 ISTh day of OCH

2006

Notary Public in and for said State

MAUPZEN T. SENIUS

A Notary Public C. New Jersey
My Commission Lx7.re: May 1, 2007

Permanent Index Num'wrs 30-19-300-013-0000

Address of the Property:

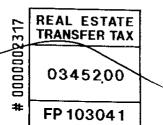
16855 Torrence Avenue Lansing, Illinois

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

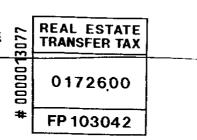
Send future tax bills to:

My Commission Expires:





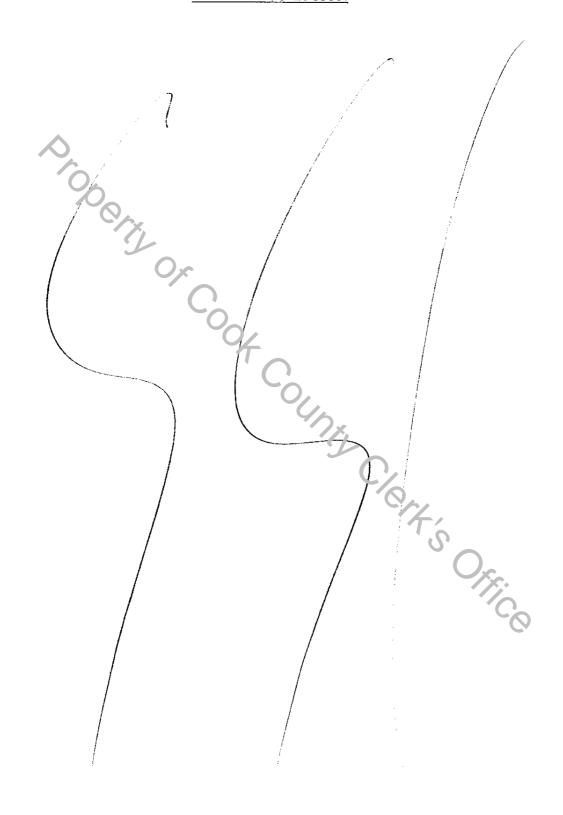




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EXHIBIT A LEGAL DESCRIPTION



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A CEO FITTE SAM

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:

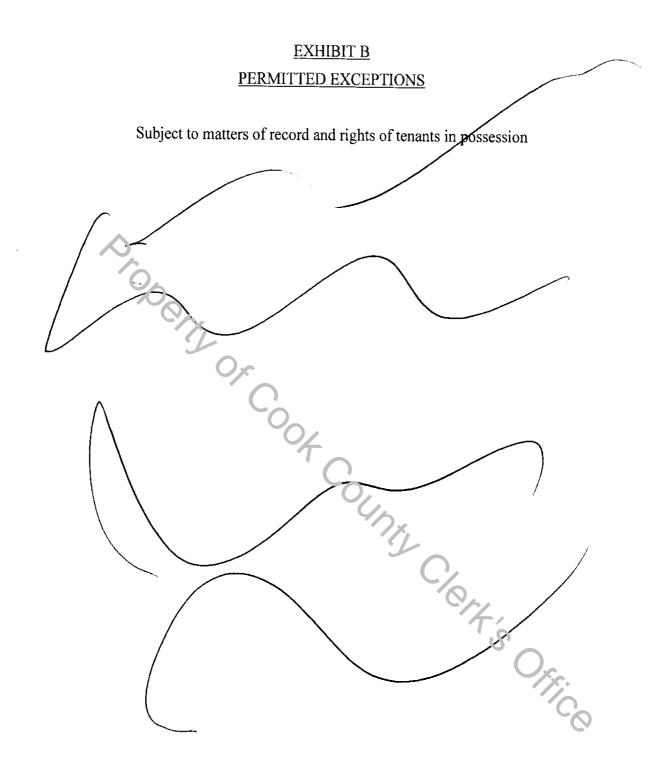
PERPETUAL, NON-EXCLUSIVE ELSEMENTS FOR THE PURPOSE OF PARKING, INGRESS AND EGRESS COMMON UTILITY FACILITIES AS SET FORTH IN DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS RECORDED AUGUST 16, 1985 AS DOCUMENT NO. 85,149,087 AND AS CREATED BY DEED FROM AMALGAMATED TRUST & SAVINGS BANK, AS 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.

DOCUMENT 88102 SS "COMMON AREA" AS SUCI.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

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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 initieth (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 belief of a deed of trust secured by such interest.

Notwithstanding anything to the contrary contained herein, if any terant 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.