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Doc#: 1224429060 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/31/2012 12:32 PM Pg: 1 of 6

Land Services USA, Inc
10 North Church Street, Suite 307
West Chester, PA 19380
610.429.3145

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 30th day of August, 2012, between TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation ("**Grantor**"), for the benefit of KTR ILL V LLC, a Delaware limited liability company ("**Grantee**").

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid, by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of said corporation, by these presents does REMISE, RELEASE, ALIEN AND CONVEY unto the Grantee, FOREVER, all the following described premises, situated in the County of Cook and State of Illinois known and described as set forth on Exhibit A hereto ("**Real Property**").

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or 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 all hereditaments and appurtenances.

This conveyance is made subject to those exceptions set forth on Exhibit B attached hereto and incorporated herein (the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, forever, subject to the Permitted Exceptions.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Grantee, and successors, 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 it, subject only to the Permitted Exceptions.


NCS-553246
LW 1 of 1

[Signature page follows]

[Handwritten signature and initials]

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Property of Cook County Clerk's Office

STATE OF ILLINOIS
STATE TAX

AUG. 31. 12

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE

0000011167

REAL ESTATE
TRANSFER TAX
20500.00
FP 103037

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX

AUG/31. 12
REVENUE STAMP

0000011015

REAL ESTATE
TRANSFER TAX
10250.00
FP 103042

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Signature Page to Special Warranty Deed

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its Director, effective as of the day and year first above written.

GRANTOR:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a New York corporation

By: *Pamela West*
Name: Pamela West
Title: Director

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, Ines Saldana-Olesen, a Notary Public in and for said County in the State aforesaid, do hereby certify that Pamela West, the Director of Teachers Insurance and Annuity Association of America, a New York corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of August, 2012.

My Commission expires: January 10, 2014

Ines Saldana-Olesen
INES SALDANA-OLESEN
Notary Public, State of New York
No. 01SA6035878

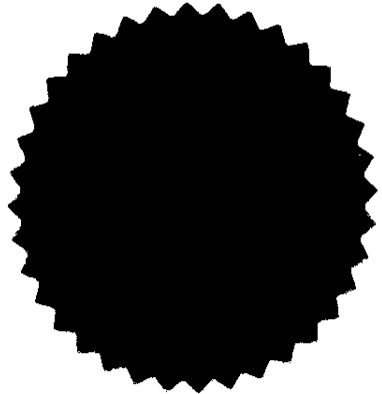
Qualified in New York County
Commission Expires January 10, 2014

After Recording and Send Subsequent Tax Bills to:

This Instrument Prepared by:

Munsch Hardt Kopf & Harr, P.C.
700 Louisiana Street, Suite 4600
Houston, Texas 77002-2845
Attn: Mark S. Biskamp, Esq.

KTR ILL V LLC
c/o KTR Capital Partners
Attn: Real Estate Tax Department
Five Tower Bridge
300 Barr Harbor Drive Suite 150
Conshohocken, PA 19428



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EXHIBIT A

PROPERTY DESCRIPTION

PINs: 12-34-300-004-0000 12-34-304-002-0000 12-34-304-006-8001 12-34-304-006-8002	Commonly known as: 2407 West North Avenue Melrose Park, Illinois 60160
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The West 570 feet of that part of the Southwest Fractional Quarter, South of the Indian Boundary Line of Section 34, Township 40 North, Range 12, East of the Third Principal Meridian, lying South of the Southeasterly right of way line of the Indiana Harbor Belt Railroad Company and North of the North line of the right of way of West North Avenue as widened, described as follows:

Beginning at the intersection of the West line of said Southwest Fractional Quarter and the North line of right of way of West North Avenue, said point being 102.43 feet North of the Southwest corner of said Southwest Fractional Quarter; thence North along the West line of said Southwest Fractional Quarter, 1342.37 feet to the intersection of said line with the Southeasterly right of way line of The Indiana Harbor Belt Railroad Company, said point being 342.74 feet South of the Indian Boundary Line, thence Northeasterly along the Southeasterly right of way line of said railroad along a line forming an angle of 136 degrees 30 minutes 52 seconds from South to East to North with the West line of said Southwest Fractional Quarter, 828.28 feet to intersection of said right of way line with the East line of the West 570 feet of said Southwest Fractional Quarter; thence South along a line 570 feet East of and parallel with the West line of said Southwest Fractional Quarter, 1945.14 feet to the intersection of said parallel line with the North line of right of way of West North Avenue, said point being 102.76 feet North of the South line of said Southwest Fractional Quarter; thence West along the North right of way line of West North Avenue 570 feet to the place of beginning, in Cook County, Illinois.

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EXHIBIT B

PERMITTED EXCEPTIONS

1. Non-delinquent real property taxes, water and sewer charges and all assessments (governmental and private) and unpaid installments thereof which are not yet due and payable.
2. Any matter (including any lien, encumbrance or easement) voluntarily imposed or consented to in writing by Grantee prior to or as of the date hereof.
3. Laws and governmental regulations, including all building codes, zoning regulations and ordinances, that affect the use, operation and maintenance of the Real Property,
4. Such state of facts as may be shown on an accurate and current survey or by inspection of the Real Property.
5. Variations between locations of fences, retaining walls, guy poles, hedges, treelines and shrubs.
6. Rights of tenants, as tenants only, of the Real Property under the terms and conditions of all leases affecting the Real Property, with Grantee hereby acknowledging that Grantee has examined such leases.
7. Terms of the No Further Remediation Letter recorded August 16, 2003 as document 0322734113.
8. Grant to Benjamin Moore and Company, a corporation of New Jersey, recorded August 17, 1949 as document 14613709 of full right, permission and authority to construct, operate, repair, replace and maintain a 24 inch storm water drain together with appurtenances thereto in, over and across the following:
 - a. A strip of land 20 feet in width, Southeasterly of and adjoining the Southeasterly right of way line of the Indiana Belt Railroad, said strip extending from the easterly right of way of 25th Avenue to the Southwesterly Bank of the creek which runs Southeasterly across the Southwest ¼ of Section 24 aforesaid.
9. Easement in favor of Public Service Company of Northern Illinois and its successors and assigns, to install, operate, and maintain all equipment necessary for the purpose of serving the land and other property together with right of access thereto recorded April 2, 1921 as document 7100799 and the terms and provisions contained therein.
10. Grant to the State of Illinois recorded April 11, 1939 as document 12295541 and also recorded October 14, 1939 as document 12382441 to construct, operate, and maintain a 27 inch reinforced concrete drain together with appurtenances thereto over the following:
 - a. A strip of land 20 feet in width, Southeasterly of and adjoining the Southeasterly right of way line of the Indiana Belt Railroad, said strip extending from the

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easterly right of way of 25th Avenue to the Southwesterly Bank of the creek which runs Southeasterly across the Southwest $\frac{1}{4}$ of Section 24 aforesaid, a distance of 150 feet, more or less.

11. Rights of the adjoining owners to the uninterrupted flow of the waters of any creek which may flow on or through the land as referenced by Deed recorded as document 19693752 and in Declaration recorded as document 0402701574.
12. Rights of the public, and the State of Illinois, in and to that part of the land taken for road purposes affecting the west 33 feet of the land.
13. Easement in favor of Commonwealth Edison Company, its successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the land and other property together with right of access to said equipment, and the provisions relating thereto contained in grant recorded May 19, 1964 as document 19131775 affecting the East 10 feet of the North 715 feet of the East 50 feet of the land.
14. Grant to Leyden Township, a municipal corporation, recorded February 5, 1953 as document 15540867 to install and maintain a water main and sanitary sewer in the public highway known as the 25th Avenue and the full and free right to uninterrupted access to said water main and sanitary sewer and the terms and provisions contained therein.
15. Easement dated September 4, 1952 made by and between United Biscuit Company of America and Public Service Company of Northern Illinois as disclosed by Deed from United Biscuit Company of America to Zenith Radio Corporation recorded December 27, 1965 as document 19693752.
16. Agreement dated December 13, 1956 made by and between United Biscuit Company of America and Jewel Tea Co., Inc. granting an easement and right to maintain, repair and renew a connecting fire line for standby purposes to withdraw water from water sphere located on the lane as disclosed by deed from United Biscuit Company of America to Zenith Radio Corporation dated December 23, 1965 and recorded December 27, 1965 as document 19693752.
17. Terms, provisions, covenants and easements contained in Declaration of Covenants and Easement Melrose Business Center II Village of Melrose Park, Illinois, recorded January 27, 2004 as Document 0402701574.
18. Rights of way for railroads, switch tracks or spur tracks, if any, and right of the railroad company to the use, operating, maintenance and repair of same.