

UNOFFICIAL COPY

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2002-02-26 12:16:25  
Cook County Recorder 31.00

**QUIT CLAIM DEED**

**THIS INDENTURE** made this

13<sup>th</sup> day of February, A.D.,

2002, **WITNESSETH**, that the

**INDIANA HARBOR BELT**

**RAILROAD COMPANY**, an

Indiana corporation, f/k/a Indiana

Harbor Belt Railroad Company

of Illinois, an Illinois Corporation, with an office at 2721 - 161<sup>st</sup> Street, Hammond, Indiana

46323-1099, hereinafter referred to as the "Grantor," for Ten Dollars (\$10.00) and other good

and valuable consideration to it paid, the receipt of which is hereby acknowledged, quit claims

and conveys unto **TEMPERATURE EQUIPMENT CORPORATION**, with a mailing address

at 17725 Volbrecht Road, Lansing, Illinois 60438, hereinafter referred to as the "Grantee," all

right, title and interest of the said Grantor, of, in and to the following described real estate:

**[SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION]**

**PROPERTY ADDRESS:** ±0.7<sup>1</sup>/<sub>8</sub> acres of vacant land adjacent to 2055 Ruby Street in Melrose Park, Cook County, Illinois

**PIN NUMBER:** 12-33-400-071-0000

**UNDER and SUBJECT**, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the premises herein described, (2) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the premises herein described, together with the right to maintain, repair, renew, replace, use and remove same.



794 0717  
03D1 Pmc

Box 333

*[Handwritten signature]*

STATE OF ILLINOIS	
	FEB. 25. 02
REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE	

# 0000023667	REAL ESTATE TRANSFER TAX
	0005350
	FP 102808

COOK COUNTY REAL ESTATE TRANSACTION TAX	
	FEB. 25. 02
REVENUE STAMP	

# 0000023732	REAL ESTATE TRANSFER TAX
	0002675
	FP 102802

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**THIS INSTRUMENT** is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, personal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Indiana now or hereafter in force with respect to the covenants set forth below.

(1) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects of existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the premises, from and after the date of delivery of this deed. However, Grantee's indemnity under this Item (1) shall not apply to conditions created prior to the date of this Deed unless caused by Grantee.

(2) Should a claim adverse to the title hereby quit claimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(3) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the land herein before described and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

✓ ~~(4) Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land herein before described and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.~~

(5) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the land herein before described are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

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THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees," respectively, whenever the sense of this instrument so requires and whether singular or plural, such words shall be deemed to include at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

IN WITNESS WHEREOF, INDIANA HARBOR BELT RAILROAD COMPANY, Grantor, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal duly attested, to be hereunto affixed as of the day and year first above written.

WITNESS:

Dawn J. Backs

INDIANA HARBOR BELT  
RAILROAD COMPANY

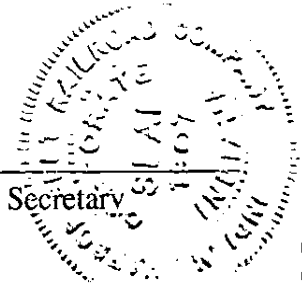
By: [Signature]  
MICHAEL G. PETERSON, President

WITNESS:

[Signature]

ATTEST:

[Signature]  
JAMES D. MCGEEHAN, Secretary



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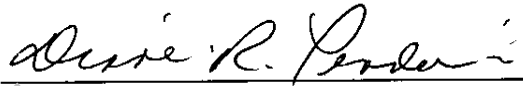


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CITY OF HAMMOND )  
 ) SS:  
COUNTY OF LAKE )

BEFORE ME, the undersigned, a Notary Public in and for said State and City, personally appeared **MICHAEL G. PETERSON**, President of **INDIANA HARBOR BELT RAILROAD COMPANY**, and acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said **INDIANA HARBOR BELT RAILROAD COMPANY**, and his voluntary act and deed as such officer.

WITNESS my hand and notarial seal, this 18<sup>th</sup> day of January, A. D. 2002.



Notary Public

DIANE R. PENCER  
Notary Public, State of Indiana  
County of Lake

Commission Expires: \_\_\_\_\_  
My Commission Expires 09/19/2006

## THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, General Counsel  
Indiana Harbor Belt Railroad Company  
Law Department  
111 W. Jackson Boulevard  
Suite 2215  
Chicago, IL 60604-3503  
(312) 786-9519

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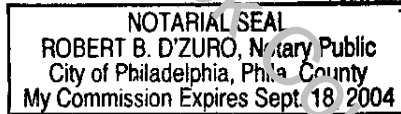
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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF PHILADELPHIA )

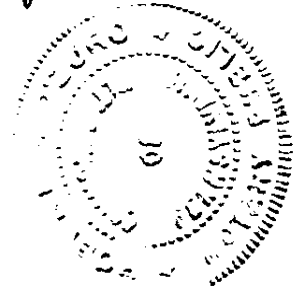
**BEFORE ME**, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared **JAMES D. McGEEHAN**, Secretary of **INDIANA HARBOR BELT RAILROAD COMPANY**, and acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said **INDIANA HARBOR BELT RAILROAD COMPANY**, and his voluntary act and deed as such officer.

WITNESS my hand and notarial seal, this 21<sup>st</sup> day of January, A. D. 2002.

Robert B. D'Zuro  
Notary Public



Commission Expires: \_\_\_\_\_

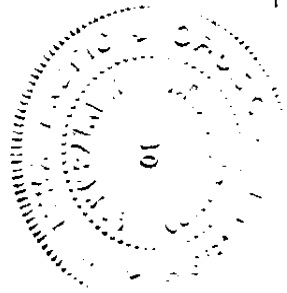


## THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, General Counsel  
Indiana Harbor Belt Railroad Company  
Law Department  
111 W. Jackson Boulevard  
Suite 2215  
Chicago, IL 60604-3503  
(312) 786-9519

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**EXHIBIT "A"**

THAT PART OF THE SOUTHEAST FRACTIONAL 1/4, NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN A LINE 1295.10 FEET EAST OF THE WEST LINE OF SAID 1/4, SECTION, SAID POINT BEING 1459 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE EAST AT RIGHT ANGLES, 370 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG SAID RIGHT ANGLE, 21 FEET; THENCE NORTH AT RIGHT ANGLES, 887.35 FEET; THENCE NORTHEASTERLY 85.80 FEET TO A POINT IN A LINE 1693.60 FEET EAST OF THE WEST LINE OF THE AFORESAID 1/4 SECTION; THENCE NORTH ALONG SAID LINE 136.75 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE, TANGENT TO LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST HAVING A RADIUS OF 263.29 FEET, A DISTANCE OF 182.66 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE, TANGENT TO THE AFORESAID CURVED LINE, 23.64 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE, TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 308.50 FEET A DISTANCE OF 94.40 FEET TO A POINT IN A LINE 99 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION; SAID POINT BEING 1547.18 FEET EAST OF WEST LINE OF AFORESAID 1/4 SECTION; THENCE WEST ALONG SAID LINE 140.66 FEET; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 9 DEGREES 31 MINUTES 38 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED FROM EAST TO SOUTHEAST, A DISTANCE OF 47.68 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, TANGENT TO LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 310.06 FEET, A DISTANCE OF 162.80 FEET TO A POINT OF INTERSECTION WITH A CURVE LINE, SAID POINT OF INTERSECTION BEING 173.81 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION AND 1539.91 FEET EAST OF THE WEST LINE THEREOF (AS MEASURED ON THE SOUTH LINE OF THE NORTH 99 FEET OF SAID 1/4 SECTION); THENCE SOUTHEASTERLY ALONG SAID CURVED LINE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 241.79 FEET, A DISTANCE OF 182.51 FEET TO A POINT OF TANGENCY WITH A LINE THAT IS 1665.10 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID 1/4 SECTION, SAID POINT BEING 339.06 FEET SOUTH OF THE NORTH LINE OF AFORESAID 1/4 SECTION; THENCE SOUTH ALONG SAID PARALLEL, A DISTANCE OF 1117.57 FEET TO THE PLACE OF BEGINNING.

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