

UNOFFICIAL COPY

00385834

7618/0111 16 001 Page 1 of 6  
2000-05-26 15:16:47  
Cook County Recorder 31.50

**QUIT CLAIM DEED**

THIS INDENTURE made this

2<sup>nd</sup> day of APRIL

A.D., 2000, WITNESSETH,

that the **INDIANA HARBOR**

**BELT RAILROAD**

**COMPANY**, an Indiana

corporation, f/k/a Indiana Harbor

Belt Railroad Company

of Illinois, who acquired title as the Terminal Railroad Company, 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, quitclaims and conveys unto **MARQUETTE**

**NATIONAL BANK**, not individually, but as Trustee under Trust Agreement dated June 1, 1994

and known as Trust No. 13137 or nominee, whose mailing address is 6155 South Pulaski Road,

Chicago, Illinois, 60629 hereinafter referred to as the "Grantee," all right, title and interest of the

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


[LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"]

**PROPERTY ADDRESS:** 66' wide vacant strip between  
Austin and Menard Avenues

**PIN NUMBER:** 19-17-500-004

City of Chicago  
Dept. of Revenue  
226891  
5/26/2000 14:48 Batch 01506 39  
Real Estate  
Transfer Stamp  
\$667.50

STATE TAX




STATE OF ILLINOIS  
MAY.26.00  
REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 000013126

REAL ESTATE TRANSFER TAX
0008900
FP326669

COOK COUNTY  
REAL ESTATE TRANSACTION TAX



COOK COUNTY  
MAY.26.00  
REVENUE STAMP

7455200000 #

REAL ESTATE TRANSFER TAX
0004450
FP326670

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**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.

**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 quitclaimed 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

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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.

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:

INDIANA HARBOR BELT  
RAILROAD COMPANY

Aara H. Armentrout

By:

Tony L. Ingram

4/3/00

Tony L. Ingram, President

WITNESS:

ATTEST.

Carol Luttrell

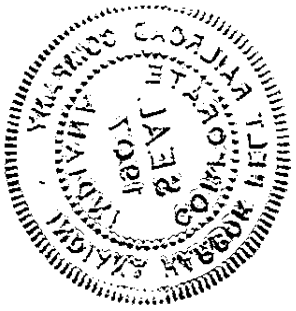
James D. McGeehan, Secretary



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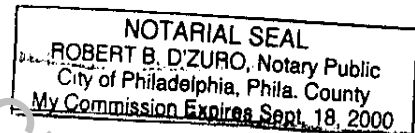
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COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF PHILADELPHIA )

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 4<sup>th</sup> day of April, A. D. 2000.

Robert B. D'Zuro  
Notary Public



## THIS INSTRUMENT PREPARED BY:

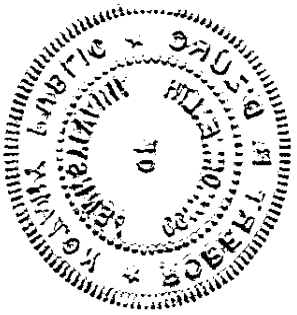
Roger A. Serpe, General Counsel  
Indiana Harbor Belt Railroad Company  
111 W. Jackson Boulevard, Suite 1128  
Chicago, IL 60604-3502  
(312) 786-9519

 GLENN AZUMA  
222 SO. RIVERSIDE PLAZA  
CHICAGO, IL 60606

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## PARCEL A

A 66 FOOT STRIP THROUGH THE SOUTHEAST QUARTER OF SECTION 17 WHICH LIES SOUTH OF AND ADJACENT TO THE SOUTH LINE OF FREDERICK H. BARTLETT'S GARFIELD RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 31, 1916, AS DOCUMENT 5872332 AND WEST OF THE EAST LINE EXTENDED TO THE WEST HALF OF BLOCK 59 IN FREDERICK H. BARTLETT'S THIRD ADDITION TO GARFIELD RIDGE, ACCORDING TO THE PLAT THEREOF RECORDED JULY 22, 1916, AS DOCUMENT 5915800, ALL IN TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: A 66 foot strip of vacant land north of and adjacent to the Belt Railroad Company Right-of-Way between Austin and Menard Avenues in Chicago, Illinois.

Permanent Index No.:

19-17-500-004

EXHIBIT "A"

00389834