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Doc#: 0417331067
Eugene "Gene" Moore Fee: \$34.50
Cook County Recorder of Deeds
Date: 06/21/2004 12:34 PM Pg: 1 of 6

QUIT CLAIM DEED

THIS INDENTURE made this

AS of
~~3~~ ^{16th} day of ~~May~~ ^{JUNE}, A.D., 2004, *EM*

WITNESSETH, that the INDIANA

HARBOR BELT RAILROAD

COMPANY, an Indiana corporation,

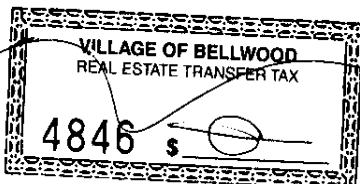
with an office at 2721 - 161st Street, Hammond, Indiana 46323-1099, hereinafter referred to as the "Grantor," for Ten Dollars (\$10.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, quit claims and conveys unto **COLE TAYOR BANK, as Trustee under Trust Agreement dated January 8, 2003 and known as Trust Number 03-9645**, with a mailing address at 111 West Washington, Chicago, Illinois 60602, 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 ATTACHED LEGAL DESCRIPTION]

PROPERTY ADDRESS: .620 acres, more or less, as determined by the Plat of Survey, of vacant land located in Bellwood, Cook County, Illinois

PIN: 15-16-502-004

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.



1st AMERICAN TITLE order # 73210

DEC 18/04
RB

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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 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 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:

Jane H. Armerout

INDIANA HARBOR BELT
RAILROAD COMPANY

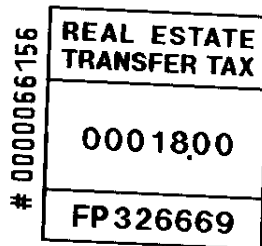
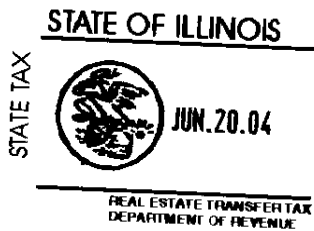
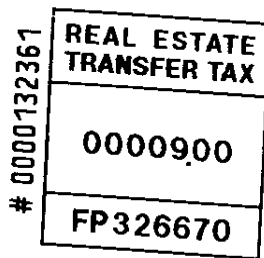
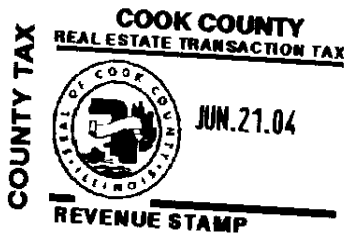
By: Mark D. Manion
MARK D. MANION, President

WITNESS:

Stephen M. Stepper

ATTEST:

John K. Enright
JOHN K. ENRIGHT, Secretary



FP 326670
FP 326669

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THAT PART OF LOT 9 IN BLOCK 1 IN MARSH'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE
 NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
 MERIDIAN AND THAT PART OF VACATED JACKSON STREET 33 FEET WIDE NORTH OF AND ADJOINING
 SAID LOT 9, TOGETHER WITH THAT PART OF THE 50 FOOT WIDE STRIP OF LAND CONVEYED TO THE
 INDIANA BELT RAILROAD COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK
 COUNTY, ILLINOIS ON APRIL 11, 1925 AS DOCUMENT 8857285 IN THE NORTHEAST 1/4 OF THE
 NORTHEAST 1/4 OF SECTION 16, ALL TAKEN AS A SINGLE TRACT OF LAND, BOUNDED AND DESCRIBED
 AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SAID 50 FOOT
 STRIP OF LAND CONVEYED TO THE INDIANA HARBOR BELT RAILROAD COMPANY WITH A LINE 33
 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4
 (SAID PARALLEL LINE ALSO BEING THE WEST LINE OF 25TH AVENUE); THENCE NORTH 89 DEGREES 59
 MINUTES 13 SECONDS WEST ALONG SAID SOUTH LINE, BEING A LINE DRAWN PARALLEL WITH THE
 SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, A DISTANCE OF
 212.23 FEET TO A POINT OF CURVE IN SAID SOUTH LINE; THENCE SOUTHWESTERLY ALONG A
 CURVED LINE CONVEX NORTHWESTERLY HAVING A RADIUS OF 542.19 FEET AND BEING TANGENT
 WITH SAID DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 707.08 FEET TO
 A POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 SAID POINT BEING
 574.25 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4
 (THE CHORD OF SAID ARC BEARS SOUTH 52 DEGREES 39 MINUTES 11 SECONDS WEST 658.02 FEET);
 THENCE SOUTH 89 DEGREES 59 MINUTES 13 SECONDS EAST ALONG SAID SOUTH LINE (SAID SOUTH
 LINE ALSO BEING THE NORTH LINE OF SAID VACATED JACKSON STREET), A DISTANCE OF 5.67 FEET
 TO ITS INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 9; THENCE
 SOUTH 00 DEGREES 16 MINUTES 54 SECONDS WEST ALONG SAID NORTHERLY EXTENSION AND SAID
 EAST LINE OF LOT 9, A DISTANCE OF 102.86 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00
 SECONDS WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 1 (SAID SOUTH LINE
 ALSO BEING THE NORTH LINE OF VAN BUREN STREET), A DISTANCE OF 45.34 FEET TO A POINT;
 THENCE NORTHEASTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY HAVING A RADIUS OF
 564.65 FEET, AN ARC DISTANCE OF 695.43 FEET TO A POINT (THE CHORD OF SAID ARC BEARS NORTH
 39 DEGREES 21 MINUTES 37 SECONDS EAST, 652.30 FEET); THENCE CONTINUING NORTHEASTERLY
 ALONG A CURVED LINE CONVEX NORTHWESTERLY HAVING A RADIUS OF 963.43 FEET, AN ARC
 DISTANCE OF 230.97 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 82
 DEGREES 45 MINUTES 50 SECONDS EAST, 230.42 FEET); THENCE NORTH 89 DEGREES 38 MINUTES 03
 SECONDS EAST ALONG A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST
 DESCRIBED POINT, A DISTANCE OF 133.50 FEET TO A POINT ON THE WEST LINE OF 25TH AVENUE
 AFORESAID; THENCE SOUTH 00 DEGREES 20 MINUTES 25 SECONDS WEST ALONG THE WEST LINE OF
 SAID 25TH AVENUE, A DISTANCE OF 32.22 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY,
 ILLINOIS.

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COMMONWEALTH OF VIRGINIA)
) SS:
 COUNTY OF NORFOLK CITY)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared **MARK D. MANION**, 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.

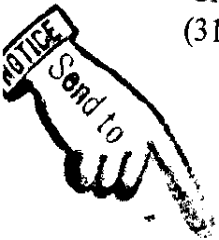
WITNESS my hand and notarial seal, this 3rd day of May, A. D. 2004.

My Commission
 Expires 9/30/01.

Anna H. Armentrout
 Notary Public

THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, Esq.
 General Counsel
 Indiana Harbor Belt Railroad Company
 150 North Wacker Drive
 Suite 1500
 Chicago, IL 60606-1606
 (312) 827-2680



Property of Cook County Clerk's Office

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STATE OF NEW JERSEY)
) SS:
COUNTY OF BURLINGTON)

BEFORE ME, the undersigned, a Notary Public in and for said State and County, personally appeared **JOHN K. ENRIGHT**, 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 6th day of May, A. D. 2004.

Kathleen M. Deppen
Notary Public

KATHLEEN M. DEPPEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 20, 2005

THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, Esq.
General Counsel
Indiana Harbor Belt Railroad Company
150 North Wacker Drive
Suite 1500
Chicago, IL 60606-1606
(312) 827-2680

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