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330 North Wabash Avenue

Chicago, Illinois 60611

ATTN: D.T. DEVLIN



Doc#: 0514311285
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 05/23/2005 01:18 PM Pg: 1 of 6

THIS DOCUMENT WAS PREPARED BY:

The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, Illinois 60638
708-496-4041

8267601, 652, P1

Above Space for Recorder's Use Only

QUITCLAIM DEED

THIS INDENTURE Witnesseth that the Grantor, ~~THE BELT RAILWAY COMPANY OF CHICAGO~~, an Illinois corporation, of 6900 South Central Avenue, Bedford Park, Illinois 60638, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid and other valuable consideration, hereby Conveys and Quitclaims to the Grantee, MEPT Bedford Park, LLC, a Delaware LLC, c/o Riggs Bank, NA, as Trustee of MEPT, its sole member, Attn: Patrick O Mayberry, SVP, 808 17th Street NW, Washington, D.C., 20006, all its right, title, interest and claim in and to the following described lands and property situated in the County of Cook and State of Illinois to wit:

That part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 38 North, Range 13 East of the 3rd Principal Meridian, in Cook County, Illinois, bounded and described as follows:

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Commencing at a point on the North line of the South 159.20 feet of the Southwest Quarter of the Northwest Quarter of said Section 19, 515.57 feet East of the West line thereof;

Thence Northeasterly along a line forming an angle of 16 degrees, 20 minutes, 32 seconds with the North line of said South 159.20 feet of said Quarter Quarter Section, measured from East to Northeast, a distance of 19.16 feet to a point of tangency with a curved line;

Thence Northeasterly along a curved line, convex to the Southeast and having a radius of 240.01 feet, a distance of 6.89 feet to the Point of Beginning;

Thence continuing Northeasterly along last described curve 301.19 feet to a point of tangency;

Thence Northeasterly along a line tangent to last described curve, a distance of 90.00 feet to a point 849.97 feet South of the North line of the Southwest Quarter of the Northwest Quarter aforesaid (measured at 90 degrees);

Thence Northeasterly along a line which forms an interior angle of 171 degrees, 31 minutes, 25 seconds with the last described course 131.79 feet to the intersection with a curve convex Northwesterly and having a radius of 296.94 feet;

Thence Southwesterly along said curve an arc distance of 38.50 feet to a line drawn at 90 degrees to the North line of the Southwest Quarter of the Northwest Quarter aforesaid;

Thence South along said right angle line 211.16 feet to a point of curve;

Thence Southwesterly along said curve, convex Southeasterly, having a radius of 222.01 feet, for a distance of 284.97 feet to a point of tangency;

Thence Southwesterly along a line tangent to last described curve, for a distance of 97.97 feet to a point on a line 7.36 feet North of and parallel to said North line of the South 159.20 feet;

Thence East along said line being 7.36 feet North of and parallel a distance of 108.81 feet to the Point of Beginning, in Cook County, Illinois.

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SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

Grantee has been allowed to make a complete inspection of subject property and has knowledge as to the past use of the subject property herein conveyed. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property and Grantee specifically acknowledges that Grantee is purchasing the Property in an "AS-IS WITH ALL FAULTS" basis and that Grantee is not relying on any representations or warranties of any kind whatsoever from Grantor as to any matters concerning the Property, including the physical condition of property and any defects thereof, the presence of any hazardous substances, wastes or contaminations in, on or under the Property, the condition or existence of any structures or improvements in, on or under property. Grantee assumes the risk that hazardous substances and contaminants may be present on the Property, and will indemnify, defend, hold harmless and waive, release and discharge forever Grantor from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, claims or costs, including fines, penalties and judgments, arising from or in any way related to the condition of the Property or presence of any hazardous substances or contaminants in or under the Property. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning hazardous substances or contaminants that may be present on the Property. This covenant shall be binding upon Grantee, its successors, assigns and grantees and shall run with the land conveyed.

Grantee covenants and agrees that it shall not do nor cause to be done any act that will impede the natural flow of drainage water over the premises herein conveyed as to cause such drainage of water to accumulate on the Grantor's remaining property located east of the premises to the detriment of Grantor's, its successors or assigns, use and enjoyment of such premises. Provided, however, this covenant shall in no way be construed to prohibit Grantee from erecting buildings of other improvements on the premises herein conveyed so long as drainage, equivalent to that presently existing, is maintained naturally or by other means. This covenant shall run with the land herein conveyed and be binding upon Grantee, its successors and assigns forever.

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As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

IN WITNESS WHEREOF, THE BELT RAILWAY COMPANY OF CHICAGO, the Grantor, has caused these presents to be signed by its General Counsel and its corporate seal, duly attested by its Assistant Secretary to be hereunto affixed, they being thereunto duly authorized this 17th day of May, 2005.


THE BELT RAILWAY COMPANY OF CHICAGO


By: Timothy E. Coffey
Timothy E. Coffey
General Counsel

ATTEST:

By: Pamela S. Hagen
Pamela S. Hagen
Assistant Secretary

VILLAGE OF BEDFORD PARK
\$50.00
REAL ESTATE TRANSFER TAX

STATE TAX	STATE OF ILLINOIS	# 000002843	REAL ESTATE TRANSFER TAX
	 MAY. 20. 05		00050.00
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 103024

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 000000810	REAL ESTATE TRANSFER TAX
	 MAY. 20. 05		00025.00
	REVENUE STAMP		FP 103022

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PLAT ACT AFFIDAVIT

STATE OF ILLINOIS }
 } ss.
COUNTY OF COOK

ROBERT R. FOWER being duly sworn on
oath, states that he resides at 640 S. SPRING AVE, LAHARRE,
ILLINOIS 60525. That the attached deed is not
in violation of Section 1 of Chapter 109 of the Illinois Revised
Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
- OR-
- the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acres in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of COOK County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me
this 12th day of May, 2005

Dale A. Nishimura
NOTARY PUBLIC

