UNOFFICIAL COMMISSION OF THE PROPERTY OF THE P

Doc#: 0619233196 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds

Cook County Recorder of Deeds

Date: 07/11/2006 01:24 PM Pg: 1 of 6

AFTER RECORDING, RETURN THIS DOCUMENT TO:

1889172 BUARAL HTROW 222

Suiteros

CHICAGO TULLON GOON

VILLAGE OF BEDFORD PARK \$50.00 REAL ESTATE TRANSFER TAX

THIS DOCUMENT WAS PREPARED BY:

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

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, **PHILLIP MUMFORD**, of 2222 S. Halsted Avenue, Chicago, Illinois 60608-4531, 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:

PARCEL NO. 1

That part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 38 North, Range 13 East of the 3rd Principal Meridian, described as follows:

Box 400-CTCC

1

8324870 DJ 06

Commencing at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 21, Township 38 North, Range 13 East;

Thence 70.00 feet North along the West line of the Southeast Quarter of the Northwest Quarter of said section to the <u>Point of Beginning</u>;

Thence East 27.93 feet along the line 70 feet North of and parallel with the South line of said Southeast Quarter;

Thence Northeasterly on a curved line with a radius of 342.37 feet convex to the Southeast, a distance of 317.38 feet to a point which is 164.80 feet East of the West line of the aforesaid Southeast Quarter of the Northwest Ouarter;

Thence Northwesterly 40.01 feet to a point which is 163.80 feet East of the West line of the aforesaid Southeast Quarter of the Northwest Quarter.

Thence North parallel with the West line of the aforesaid Southeast Quarter of the Northwest Quarter, a distance of 289.96 feet;

Thence West 16.00 feet on a line which is 650.00 feet South of and parallel with the North line of said aforesaid Southeast Quarter of the Northwest Quarter of Section 21;

Thence South 330.00 feet on the line which is 147.80 feet East of and parallel with the West line of the Southeast Quarter of the Northwest Quarter of Section 21;

Thence Southwesterly on a curved line with a radius of 310.62 feet convex to the Southeast, a distance of 315.36 feet to a point which is 79.80 feet North of the Southwest corner of the Southeast Quarter of the Northwest Ouarter of Section 21;

Thence South a distance of 9.80 feet along the West line of the Southeast Quarter of the Northwest Quarter of Section 21 to the Point of Beginning, in Cook County, Illinois.

PARCEL NO. 2

That part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 38 North, Range 13 East of the 3rd Principal Meridian, described as follows:

Beginning at a point which is on the line 680.00 feet South and parallel with the North line of the Southeast Quarter of the Northwest Quarter and 462.80 feet East of the West line of the Southeast Quarter of the Northwest Quarter of Section 21;

Thence South and parallel with the West line of the Southeast Quarter of the Northwest Quarter of Section 21, a distance of 188.25 feet;

Thence Southwesterly a distance of 40.01 feet to a point which is 908.25 feet South of the North line thereof;

Thence Southwesterly along a curved line with a radius of 278.94 feet convex to the Southeast, a distance of 176.51 feet;

Thence Southwesterly a distance of 20.47 feet to the intersection of a diagonal line running across said Southeast Quarter of the Northwest Quarter from a point on the South line thereof which is 196.12 feet East of the Southwest corner to a point 0.30 feet West of the Northeast corner of said Southeast Quarter of the Northwest Quarter of Section 21;

Thence Northeasterly along the said diagonal line a distance of 99.70 feet;

Thence North along a curved line with a radius of 296.64 feet convex to the Southeast, a distance of 107.88 feet to a point which is 479.80 feet East of the West line and 908.21 feet South of the North line of said Southeast Ouarter of the Northwest Quarter of Section 21;

Theree Northerly a distance of 40.03 feet to a point which is 478.80 feet East of the West line and 868.20 feet South of the North line of said Southeast Quarter of the Northwest Quarter of Section 21;

Thence North and parallel with the West line of said Southeast Quarter of the Northwest Quar er of Section 21, a distance of 148.20 feet;

Thence Northeasterly a distance of 40.10 feet to a point which is 481.80 feet East of the West line and 680.00 feet South of the North line of the Southeast Quarter of the Northwest Quarter of Section 21;

Thence West parallel to the North line a distance of 19.00 feet to the Point of Beginning, in Cook County, Illinois.

PARCEL NO. 3

That part of the Southeast Quarter of the Northwest Quarter of Section 21, Township 38 North, Range 13 East of the 3rd Principal Meridian, described as follows:

Commencing at a point on the South line of the Southeast Quarter of the Northwest Quarter of Section 21 which is 196.12 fee: Exist of the Southwest quarter corner of aforesaid Section;

Thence Northeasterly along a diagonal line running from a point 0.30 feet West of the Northeast corner of the aforesaid Southeast Quarter of the Northwest Quarter of Section 21 a distance of 539.08 feet to the Point of Beginning;

Thence Northeasterly along the aforesaid diagonal line a distance of 529.03 feet;

Thence Southeasterly at right angles, a distance of 30.00 feet thereto; Thence Southwesterly a distance of 439.76 feet along a line which is 30.00 feet South from and parallel with the aforesaid diagonal line;

Thence Southwesterly a distance of 94.18 feet to the Point of Beginning, in Cook County, Illinois.

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

Grantee acknowledges that he has inspected the Premises. and takes title to the Premises in an "as is" condition, subject to all applicable laws and ordinances and to assume all liability and obligation to comply with any such laws and ordinances including but not limited to environmental laws and ordinances.

Grantee makes no representation or warranty as to the condition of the Premises or compliance with any applicable laws or ordinances. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from and against any and all claims, causes of action, damages, costs (including, without limitation, response and/or remediation costs) and expenses, including reasonable attorney's fees and expenses, consultants' fees and expenses, court costs and all other out of pocket expenses, suffered or incurred by Grantor as a result of any matter, condition or act involving Hazardous Materials (as hereinafter defined) located on, in or around the real estate regardless of whether or not Grantee had knowledge of same as of hereof. This covenant shall be binding upon Grantee, his successors, assigns, heirs and grantees and shall run with the land.

The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any Environmental Laws (as hereinafter defined) including, but not limited to any material or substance which is (i) defined as "hazardous waste", "hazardous material", "hazardous substance", "extremely hazardous waste", "toxic waste", or "restricted hazardous waste" under any provision of Environmental Law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated hiphenyl, (v) radioactive material. "Environmental Laws" shall mean all federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connections with Hazardous Materials.

Grantee acknowledges that the subject Premises is located near railroad operations and as such is subject to the inconveniences and damage incurred by noise, odors or vibrations of said adjacent railroad operations. Grantee covenants and agrees to release and indemnify Grantor, its successors, assigns and grantees from and against all claims or damages resulting from adjacent railroad operations, including but not limited to, damage to structures within the Premises caused by vibration. This covenant shall be binding upon Grantee, his successors, heirs, assigns and grantees and shall run with the land conveyed.

Grantee shall, within six (6) months from the date hereof, install and thereafter maintain a six (6) foot high chain-link or decorative wood or composite fence, along the trackside border of the above described premises. The construction and maintenance of the fence shall be at Grantee's sole expense and shall be subject to the approval of Grantor. If Grantee shall fail to erect said fence acceptable to Grantor within said six (6)

month term or shall fail to maintain same in a condition satisfactory to Grantor, Grantor may at its sole option, install said fence or perform such maintenance that it deems necessary at Grantee's expense which such expense shall be paid promptly by Grantee upon receipt of an invoice from Grantor. This covenant shall be binding upon Grantee, his successors, assigns and grantees and shall run with the land conveyed.

Grantee covenants and agrees that he 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, his successors, assigns and grantees forever.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds himself 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 22od day of May, 2006.

THE BELT RAILWAY COMPANY OF CHICAGO

Timothy Exoffey

General Counsel

ATTEST:

Pamela S. Hagen

Assistant Secretary

STATE OF ILLINOIS)	
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, Do Hereby Certify that Timothy E. Coffey personally known to me to be the General Counsel of THE BELT RAILWAY COMPANY OF CHICAGO, an Illinois corporation and Pamela S. Hagen, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such General Counsel and Assistant Secretary of said corporation, they signed and delivered the said instrument as General Counsel and Assistant Secretary, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

A COMMISSION EXS. INNE 92006

WA COMMISSION EXS. INNE 92006

NOTARY PUBLIC SEVER OF THE POSITION OF THE POSITI

Property Address: 65th STREET, EAST OF CENTICAL AVE., WEST OF
CICERO AVE., SED PORD PARK, IL

Permanent Real Estate Tax Number(s)

PIN: 19-21-114-012, 19-21-114-042

This deed does not violate the Plat Act by reason of Provision No. 6 as exempt listed in Chap. 109, Paragraph 1-b.



