

# UNOFFICIAL COPY

## WARRANTY DEED

528487 1/1



Doc#: 0836410050 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/29/2008 02:53 PM Pg: 1 of 6

THIS INDENTURE made this 17<sup>th</sup>

day of December, A.D., 2007

WITNESSETH, that the INDIANA

HARBOR BELT RAILROAD

COMPANY, successor in interest to

Chicago Hammond and Western

Railroad Company, a corporation of

Illinois, with an office at 2721 -

161<sup>st</sup> Street, Hammond, Indiana

**STEWART TITLE COMPANY**  
**2055 W. Army Trail Road, Suite 110**  
**Addison, IL 60101**  
**630-889-4000**

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 the LAGRANGE MATERIALS with a mailing address at 223 Tilden Avenue, LaGrange, Illinois 60525, 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: ± .535 acres of vacant land near 213 Hayes Avenue,  
LaGrange, Cook County, Illinois

PIN: 18-04-234-013-6001, 6002  
18-04-234-012-6001, 6002

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

6 dB

# UNOFFICIAL COPY

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.

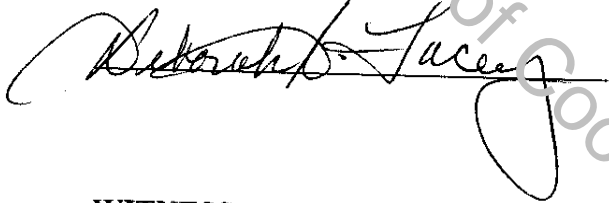
- (1) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising 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 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.

# UNOFFICIAL COPY

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

By: 

ALAN BLUMENFELD, President

WITNESS:

  
\_\_\_\_\_

ATTEST:

  
JOHN K. ENRIGHT, Secretary

THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, 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

# UNOFFICIAL COPY

STATE OF ~~FLORIDA~~ ILLINOIS )  
 ) SS:  
 COUNTY OF ~~DUVAL~~ COOK )

**BEFORE ME**, the undersigned, a Notary Public in and for said State and City, personally appeared **ALAN BLUMENFELD**, 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 December, A. D. 2007.



*Deborah D. Lacey*  
 Notary Public

**THIS INSTRUMENT PREPARED BY:**

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


Taxes to:  
 Lagrange Materials  
 223 Tilden Avenue  
 LaGrange, IL 60525

# UNOFFICIAL COPY

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

**BEFORE ME**, the undersigned, a Notary Public in and for said Commonwealth 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 17<sup>th</sup> day of September, A. D. 2007.

  
Notary Public

**Kathleen M. Pitt**  
Notary Public  
State of New Jersey  
My Commission Expires July 20, 2010

**THIS INSTRUMENT PREPARED BY:**

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

**MAIL TO:**

**GERALD J. SRAMEK, ESQ.**  
Attorney at Law  
6446 West 127<sup>th</sup> Street  
Palos Heights, Illinois 60463  
(708) 371-8500

# UNOFFICIAL COPY

**Indiana Harbor Belt Railroad Company  
Land Sale to LaGrange Materials**

PIN: 18-04-234-013-6001, 6002  
18-04-234-012-6001, 6002

**PARCEL 1:**


THAT PART OF LOTS 43, 44, 45, 46, 47, 48, 49 AND 50 IN BLOCK 17 IN IRA BROWN'S ADDITION TO LAGRANGE IN SECTION 4. TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THRID PRINCIPAL MERIDAIN, DESCRIED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 50; THENCE NORTH 88°15'12" EAST, ALONG THE NORTH LINE OF SAID LOT, 54.71 FEET TO A CROSS IN CONCRETE AT A POINT OF BEGINNING; THENCE CONTINUING NORTH 88°15'12" EAST, ALONG SAID NORTH LINE 9.91 FEET TO A STEEL PIPE; THENCE SOUTHEASTERLY, ALONG A LINE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 2686.01 FEET AND A 166.83 FOOT CHORD BEARING SOUTH 14°37'03" EAST, AN ARC DISTANCE OF 166.86 FEET TO A STEEL PIPE ON THE EAST LINE OF SAID LOT 44; THENCE SOUTH 2°09'02" EAST, ALONG THE EAST LINE OF A 14 FOOT ALLEY, 31.54 FEET TO A MAG NAIL AT THE SOUTHEAST CORNER OF SAID LOT 43; THENCE SOUTH 88°14'04" WEST 2.00 FEET, ALONG THE SOUTH LINE OF SAID LOT 43, TO A POINT THAT IS 98.00 FEET EAST OF THE SOUT WEST CORNER OF SAID LOT 43; THENCE NORTH 14°37'31" WEST 199.19 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART OF BLOCK 17 IN IRA BROWN'S ADDITION TO LAGRANGE IN SECTION 4. TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 25 IN SAID BLOCK 17; THENCE SOUTH 88°11'40" WEST, ALONG THE SOUTH LINE OF SAID BLOCK 17, A DISTANCE OF 30 FEET; THENCE NORTH 2°04'24" WEST 98.59 FEET; THENCE SOUTH 88°12'12" WEST 70.00 FEET; THENCE NORTH 2°04'24" WEST 20.89 FEET; THENCE SOUTH 88°12'21" WEST 7.00; THENCE NORTH 2°04'24" WEST 298.73 FEET TO A STEEL PIPE ON THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 9 IN SAID BLOCK 17; THENCE NORTH 88°14'04" EAST, ALONG SAID EXTENSION, 4.50 FEET TO A STEEL PIPE; THENCE SOUTH 14°57'32" EAST, 61.38 TO A STEEL PIPE; THENCE SOUTH 65°54'35" WEST, 4.18 FEET TO A STEEL PIPE; THENCE SOUTH 24°05'25" EAST, 71.60 FEET; THENCE SOUTH 21°21'25" EAST, 91.30 FEET; THENCE SOUTH 21°43'43" EAST, 67.78 FEET; THENCE SOUTH 22°32'57" EAST, 81.37 FEET; THENCE SOUTH 20°45'58" EAST, 68.48 TO THE EASTERLY EXTENSION OF SAID BLOCK 17; THENCE SOUTH 88°11'40" WEST 37.52 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

STATE TAX

**STATE OF ILLINOIS**



DEC. 12. 08


REAL ESTATE TRANSFER TAX  
DEPARTMENT OF REVENUE

# 0000006077

<b>REAL ESTATE TRANSFER TAX</b>
0002350
FP 102804

COUNTY TAX

**COOK COUNTY**  
REAL ESTATE TRANSACTION TAX



DEC. 12. 08

REVENUE STAMP

# 0000045633

<b>REAL ESTATE TRANSFER TAX</b>
0001175
FP 102810