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QUIT CLAIM DEED

THIS INDENTURE made this

15th day of DECEMBER,

A.D., 1999, 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 - 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, quitclaims and conveys

unto the **BELLWOOD, L.L.C.**, an Illinois limited liability corporation, with a mailing address at

c/o Donald E. Libby, 650 South 28th Avenue, Bellwood, Illinois 60104, 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 EXHIBIT "A" FOR LEGAL DESCRIPTION]

PROPERTY ADDRESS: 0.673 acres of vacant land in Bellwood, Cook County, Illinois

PIN NUMBER: 15-09-400-051-0000 and 15-09-504-008-0000

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.

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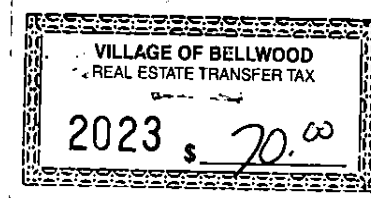
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1999-12-29 10:16:49
Cook County Recorder 31.00



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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.

COBK
CO. NO. 019
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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
☆☆☆
DEC 27 '99 DEPT. OF REVENUE
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3 2 2 0 3

Co. of County
REAL ESTATE TRANSACTION TAX
REVENUE
STAMP DEC 27 '99
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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:

INDIANA HARBOR BELT RAILROAD COMPANY

J. M. Beason

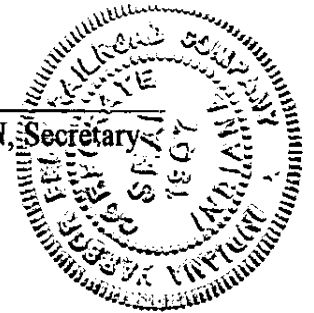
By: T. Ingram
TONY L. INGRAM, President

WITNESS:

ATTEST:

Deborah L. Lacey

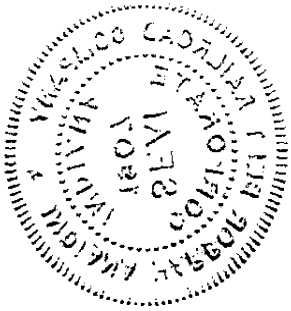
J. McGeehan
JAMES D. McGEEHAN, Secretary



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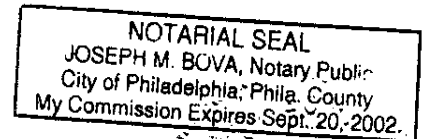
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

09202922

BEFORE ME, the undersigned, a Notary Public in and for said State and County,
Personally appeared **TONY L. INGRAM**, President of **INDIANA HARBOR BELT
RAILROAD COMPANY** and severally 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 1ST day of November, A. D. 1999.

Joseph M Bova
Notary Public



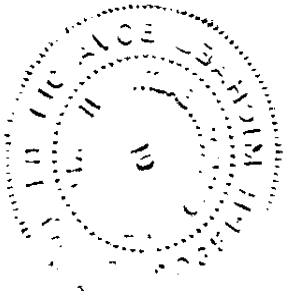
THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, Esq.
General Counsel
Indiana Harbor Belt Railroad Company
175 West Jackson Boulevard
Suite 1460
Chicago, Illinois 60604-2704

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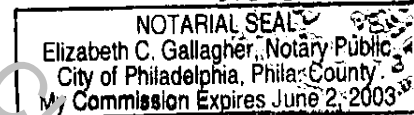
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

09202922

BEFORE ME, the undersigned, a Notary Public in and for said State and County,
Personally appeared **JAMES D. McGEEHAN**, Secretary of **INDIANA HARBOR BELT
RAILROAD COMPANY** and severally 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 11th day of November, A. D. 1999.

Elizabeth C. Gallagher
Notary Public



THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, Esq.
General Counsel
Indiana Harbor Belt Railroad Company
175 West Jackson Boulevard
Suite 1460
Chicago, Illinois 60604-2704

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12/19/2011

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PARCEL 1:

THAT PART OF THE SOUTHWESTERLY 18 FEET OF LOT 2 (AS MEASURED CONCENTRIC WITH AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 2) LYING SOUTH OF A LINE, 470.34 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 2 AND LYING WEST OF A LINE, 909.92 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 IN OWNERS' DIVISION IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE INDIANA HARBOR BELT RAILROAD RIGHT OF WAY IN THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN OWNERS' DIVISION IN THE SOUTHEAST 1/4 OF SAID SECTION 9; THENCE SOUTH ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 488.80 FEET TO A POINT OF TANGENCY, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PROPERTY INTENDED TO BE DESCRIBED; THENCE SOUTHEASTERLY ALONG AN ARC OF CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 603.80 FEET, A DISTANCE OF 547.29 FEET TO A POINT IN A LINE, 909.92 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2; THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 13.69 FEET; THENCE NORTHWESTERLY ALONG A STRAIGHT LINE FORMING AN ANGLE OF 48 DEGREES 32 MINUTES 13 SECONDS, MEASURED FROM NORTH TO NORTHWEST, A DISTANCE OF 268.04 FEET; THENCE CONTINUING NORTHWESTERLY ALONG A STRAIGHT LINE, FORMING AN ANGLE OF 145 DEGREES 56 MINUTES 18 SECONDS, MEASURED FROM SOUTHEAST TO NORTHWEST WITH THE LAST DESCRIBED LINE, A DISTANCE OF 361.64 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"