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QUIT CLAIM DEED

Doc#: 1201355031 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2012 03:09 PM Pg: 1 of 7

8850147 D2 D6 (2f)

THIS INDENTURE made this 3rd day of January, A.D., 2012 **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, quitclaims and conveys unto **SMS REALTY (BURNHAM), LLC**, whose mailing address is 13830 Brainard rd, Burnham, Illinois 60633, hereinafter referred to as the "Grantee", all right, title and interest of the said grantor, of, in and to all appurtenances and improvements in and to the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: ± 30 acres – 13830 Brainard Avenue
Burnham, Cook County, Illinois

PINs: 30-05-200-003-6001, 6002
30-05-400-003 and 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.

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,

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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 Illinois 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.

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.

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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:

Joseph C. Wolfe, III

INDIANA HARBOR BELT RAILROAD COMPANY

By: Michael J. Wheeler
MICHAEL J. WHEELER, President

WITNESS:

Carol Artise



ATTEST:

John K. Enright
JOHN K. ENRIGHT, Secretary

THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, General Counsel
Indiana Harbor Belt Railroad Company
Law Department
55 West Monroe Street
Suite 1600
Chicago, IL 60603-5001
(312) 827-2680
E-Mail: roger.serpe@ihbrr.com

Send Tax Bills to:
SMS Realty (Burnham), LLC
13830 Brainard
Burnham IL 60633

REAL ESTATE TRANSFER	01/13/2012
 COOK	\$334.50
 ILLINOIS:	\$669.00
TOTAL:	\$1,003.50

30-05-200-003-6001 | 20120101600997 | UBHV0H

VILLAGE OF BURNHAM

2565
REAL ESTATE TRANSFER TAX

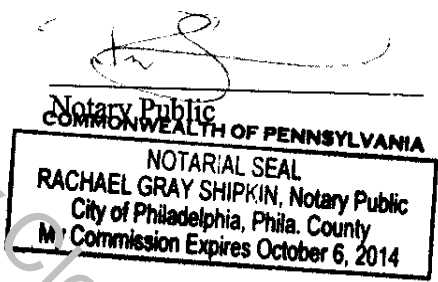
DATE 1/13/12 \$ 3,345.00

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

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 22nd day of NOVEMBER, A. D. 2011.



THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, General Counsel
Indiana Harbor Belt Railroad Company
Law Department
55 West Monroe Street
Suite 1600
Chicago, IL 60603-5001
(312) 827-2680
E-Mail: roger.serpe@ihbrr.com

MAIL TO:

SMS Realty (Burnham), LLC
13830 Brainard Avenue
Burnham, Illinois 60633

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PARCEL 1:

A PARCEL OF LAND IN FRACTIONAL SECTION 5, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BEING A PART OF PARCEL OF LAND DESCRIBED IN A QUIT CLAIM DEED GRANTED TO THE INDIANA HARBOR BELT RAILROAD COMPANY DATED SEPTEMBER 9, 1918 AND RECORDED AS DOCUMENT 6400853, RECORDED OCTOBER 3, 1918 IN BOOK 15183, PAGE 39, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FRACTIONAL SECTION 5; THENCE ON THE FOLLOWING TWO (2) COURSES ALONG THE WESTERLY RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY, (1) SOUTH 7 DEGREES 15 MINUTES 58 SECONDS WEST, 577.22 FEET, AND (2) SOUTH 0 DEGREES 13 MINUTES 50 SECONDS WEST, 3380.76 FEET TO THE NORTH LINE OF OLD ESCHENBURG'S STATE LINE ADDITION TO HEGEWISCH; THENCE NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 59.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 59 MINUTES 14 SECONDS WEST, 51.76 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF BRAINARD AVENUE; THENCE NORTH 43 DEGREES 44 MINUTES 40 SECONDS WEST, 731.06 FEET ALONG THE NORTHERN RIGHT OF WAY LINE OF BRAINARD AVENUE TO A POINT THAT IS 684.38 FEET DISTANT WEST OF THE EAST LINE OF SAID FRACTIONAL SECTION 5, AS MEASURED PERPENDICULAR TO SAID EAST LINE; THENCE NORTH 0 DEGREES 13 MINUTES 50 SECONDS EAST, 2936.38 FEET ALONG A LINE PARALLEL WITH AND 684.38 FEET DISTANT WEST OF THE EAST LINE OF SAID FRACTIONAL SECTION 5, AS MEASURED PERPENDICULAR TO SAID EAST LINE; THENCE NORTH 0 DEGREES 46 MINUTES 36 SECONDS EAST, 271.24 FEET ALONG A LINE PARALLEL WITH AND 684.38 FEET DISTANT WEST OF THE EAST LINE OF SAID FRACTIONAL SECTION 5, AS MEASURED PERPENDICULAR TO SAID EAST LINE; THENCE SOUTH 89 DEGREES 36 MINUTES 34 SECONDS EAST, 309.33 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 06 SECONDS WEST, 2239.93 FEET; THENCE SOUTH 17 DEGREES 46 MINUTES 12 SECONDS EAST, 799.19 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 48 SECONDS WEST, 732.65 FEET TO THE PLACE OF BEGINNING.

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PLAT ACT AFFIDAVIT

State of Illinois

} SS.

County of COOK

ROGER A. SERPE, being duly sworn on oath, states that _____ resides at _____. That the attached deed is not in violation of 765 ILCS 205/1 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 the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre 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 two parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state 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.

Roger A. Serpe
ATTORNEY AND AGENT OF SELLER

SUBSCRIBED and SWORN to before me

this 12th day of JANUARY, 2012.

Deborah D. Lacey
DEBORAH D. LACEY, NOTARY PUBLIC
My Commission Expires: September 3, 2014

