

# UNOFFICIAL COPY

8

771 547, 578  
unit 'C

21. 406 474

120-16

THIS INDENTURE WITNESSETH, that INDIANA HARBOR BELT RAILROAD COMPANY,  
a Corporation of the State of Indiana,

hereinafter referred to as the Grantor, for and in consideration of \$256,734.50  
and pursuant to the authority given  
by the Board of Directors of said Grantor, quitclaims unto V.N. DEPRIZIO  
CONSTRUCTION COMPANY, a Corporation of the State of Delaware, having an office  
or place of business at 3001 West Soffell Avenue, Melrose Park, Illinois,

hereinafter referred to as the Grantee, all its right, title and interest of,  
in and to the ~~following~~ premises described in Schedule "A"  
attached hereto and made a part hereof.

Property of Cook County Clerk's Office

257.00

21. 406 474



STATE OF ILLINOIS  
REAL ESTATE TRANSFER TAX  
FEBRUARY 25 1900  
REVENUE



21 406 474

BOX 535

# UNOFFICIAL COPY

## SCHEDULE "A"

ALL THOSE TWO PARCELS of land situate in the Village of Melrose Park, County of Cook and State of Illinois, being parts of the North-east Quarter of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, and being Lots one to ten both inclusive in Block one (excepting therefrom that part conveyed to Indiana Harbor Belt Railroad Company by Deeds dated May 15th and recorded June 6th, 1913, as Documents 5200943 and 5200944) and Lots one and twenty in Block two in William Heitman's Subdivision in the Northeast Quarter of Section Four, Township Thirty-nine North, Range Twelve, East of the Third Principal Meridian, in Cook County, Illinois.

21 406 474

# UNOFFICIAL COPY

THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

(a) that the said Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of the said Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

(b) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said Grantee hereby expressly releases the said Grantor from liability for any such damages;

~~that the said Grantee shall not at any time hereafter ask, demand, recover or receive any compensation whatever for any damage which may be caused by the sliding of any part of the adjoining railroad embankment of the said Grantor, or by the draining or seeping of water therefrom upon or into the land hereinbefore described or upon or into anything which may be erected or placed thereon;~~

that the said Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that the said Grantee shall not at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described on the ~~land~~ and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the land hereinbefore described on to or upon the remaining land of the said Grantor or on to or upon any part thereof;

(c) that in the event the tracks of the railroad of the Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

~~that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that the said Grantor shall not and will not be liable or obligated to obtain for the said Grantee such means of ingress, egress or passageway and also that the said Grantee will obtain a means of access to and from the said land at his or its own cost and expense.~~

~~that should a claim adverse to the title hereby quitclaimed to be asserted and/or proved, no recourse shall be had against the said Grantor.~~

AND the said Grantee covenants and agrees unto and with the said Grantor, as a covenant running with the land, and as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this Deed by said Grantee, that it will construct on the land hereinbefore described a sidetrack to serve said land, and that upon its failure to do so within three years from the date hereof, the said Grantor shall have the right to repurchase said land at and for the price or sum of money hereinbefore stated as consideration for this conveyance, said right to continue for six months after the expiration of said three-year period; the said Grantee also hereby covenants that it will, upon being notified of the election of the said Grantor to exercise said right, promptly make a reconveyance to the Grantor herein, or its nominee, by a good and sufficient Deed conveying full title to said land free of liens and encumbrances except those existing at the date hereof. It is understood and agreed by and between the parties hereto that in the event the said Grantee shall construct the sidetrack aforesaid, within the period above limited, upon said land, to the satisfaction of the said Grantor, the said Grantor shall and will execute and deliver to the said Grantee an appropriate Instrument in recordable form releasing said land from the provisions of this covenant.

21 406 178

# UNOFFICIAL COPY

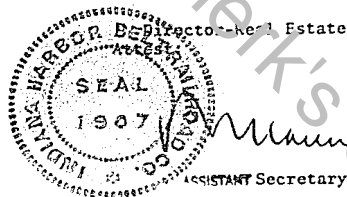
Property of Cook County Clerk's Office

THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Director-Real Estate Secretary, and attested by its ASSISTANT Secretary, this 23rd day of February, A.D. 1911.

INDIANA HARBOR BELT RAILROAD COMPANY

By:



21 406 47A





# UNOFFICIAL COPY

COMMONWEALTH OF PENNSYLVANIA )  
 )SS  
COUNTY OF PHILADELPHIA )

I, William J. O'Neill, a Notary Public in and for said Commonwealth and County, do hereby certify that F.J. GASPARINI personally known to me to be the Director-Real Estate of INDIANA HARBOR BELT RAILROAD COMPANY and W. A. HARTIG 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 that as such Director-Real Estate and ASSISTANT Secretary, they signed and delivered on said Instrument as Director-Real Estate and ASSISTANT Secretary of said Corporation 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.

GIVEN under my hand and notarial seal, this 24<sup>th</sup> day of February A.D. 1971

  
Notary Public  
**WILLIAM J. O'NEILL**  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires June 26, 1972



I, \_\_\_\_\_, a Notary Public in and for said \_\_\_\_\_ do hereby certify that \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ personally known to me to be the \_\_\_\_\_ 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 that as such \_\_\_\_\_ and \_\_\_\_\_ Secretary, they signed and delivered the said Instrument as \_\_\_\_\_ and \_\_\_\_\_ Secretary of said Corporation 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.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
*Richard R. Chen*  
RECORDED FOR DEEDS

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

FEB 25 '71 3 03 PH

21406474

**END OF RECORDED DOCUMENT**