



6. Katy Bearing shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, after proper notice pursuant to the note, all unpaid indebtedness secured by this Trust Deed shall become due and payable (a) when default shall occur in the making of any installment of principal or interest on the note which is in excess of the liabilities, losses, damages and expenses incurred or sustained by Katy Bearing, Katy Industries, Inc. and mortgagor for which they are then entitled to indemnification from mortgagee pursuant to the aforementioned purchase agreement, and such default shall continue unremedied for a period of ten (10) days or (b) when default shall occur and continue with respect to any other agreement of Katy Bearing pursuant to the Note.

7. When the whole or any part of the indebtedness hereby secured shall become due whether by acceleration or otherwise because of a default (as that term is defined in paragraph 5 of the Escrow Agreement dated September 9, 1971 by and between Textron Inc., a Delaware corporation, Katy Bearing Corporation, a Delaware corporation, Katy Industries, Inc., a Delaware corporation, and the Rhode Island Hospital Trust National Bank, as Escrow Agent, which agreement is incorporated herein by reference and made a part hereof), holders of the note shall have the right to direct the Rhode Island Hospital Trust National Bank, as Escrow Agent, to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) or procuring all such abstracts or title, title searches and examinations, guarantee policies, firemen certificates, and similar data and assurances with respect to title as Trustee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby (which shall be first paid from the proceeds from any foreclosure as set forth in paragraph 6(v) of the aforementioned Escrow Agreement) when paid or incurred in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Trustee shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be paid to the Escrow Agent and deposited by it in the following order of priority. First, toward the payment of the cost and expenses of any such sale, foreclosure or enforcement, including reasonable attorney fees; Second, toward the payment of any principal and/or interest then due and payable on the notes; and Third, the overplus (if any) and any escrow property not realized upon by sale, foreclosure or other enforcement (and any increments remaining with respect thereto) shall continue to be held by the Escrow Agent; all as set forth in paragraph 6(v) of the aforementioned Escrow Agreement.

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (The Reverse Side of This Trust Deed):

- Mortgagor shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition of repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except as required by law or municipal ordinance.
- Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
- Mortgagor shall keep all buildings and improvements now or hereafter on said premises insured against loss or damage by fire, lightning or windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or restoring the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or collect from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of seven per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.
- Trustee or the holders of the note hereby secured making any payment here authorized relating to taxes or assessments, may do so according to any statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of the same, and shall not be liable for any claim therefor.
- Mortgagor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the note, or when default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained; (b) when the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note and Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note, including attorneys' fees, Trustee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographic charges, publication costs and expenses, which may be estimated as to items to be expended after entry of the decree of foreclosure, all such abstracts of title, title searches and examinations, insurance policies, Torrens certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title and the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become a part of the additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of seven per cent per annum, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any such suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.
- The proceeds of the sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest, remaining unpaid on the note, together, any surplus to Mortgagor, his successors or assigns, as the rights may appear.
- Upon or at any time after the filing of a suit to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) the indebtedness hereby secured, or by any decree foreclosing this trust deed, or by any special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.
- Trustee or the holders of the note shall have the right to enter the premises at all reasonable times and access thereto shall be permitted for that purpose.
- Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, and shall be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and shall not be required to require indemnities satisfactory to it before exercising any power herein given.
- Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor in Trust, or a successor Trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior Trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as the maker thereof; and where the release is requested of the original Trustee and it has never received a certificate on any instrument identical in all respects with the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed on behalf of the corporation herein designated as maker thereof.
- Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Deeds in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder or Registrar of Deeds of the county in which the premises are situated, shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.
- This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed.
- The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the mortgagor, acquiring any interest in or title to the premises subsequent to the date of this trust deed.
- Notwithstanding anything to the contrary, the rights and remedies of mortgagee and the rights of the Trustee under this Trust Deed shall be subject to the aforementioned Escrow Agreement. It is understood that mortgagee's right of foreclosure or any other right is conditioned under mortgagee's compliance with the Escrow Agreement.

**IMPORTANT**

FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED IS FILED FOR RECORD.

The Instalment Note mentioned in the within Trust Deed has been identified herewith under Identification No. **CHICAGO TITLE AND TRUST COMPANY, as Trustee.**

by \_\_\_\_\_ Assistant Secretary  
Assistant Vice President  
Trust Officer

D E L I V E R Y NAME [ ] STREET CITY [ ] INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER [ ]

OR

FOR RECORDER'S INDEX PURPOSES INSECT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

SCHEDULE A  
ATTACHED TO AND REFERRED TO IN  
TRUST DEED BETWEEN  
AETNA BEARING COMPANY, MORTGAGOR  
AND TEXTRON INC., MORTGAGEE

1. Payment Schedule. The note in the principal sum of two million four hundred thirty-seven thousand five hundred dollars (\$2,437,500.00) shall be payable in thirteen (13) equal quarter-annual installments, each in the amount of one hundred eighty-seven thousand five hundred dollars (\$187,500.00), the first such installment being due and payable on the fifteenth (15th) day (or, if a holiday, on the first business day thereafter) of the third (3rd) calendar month following the month in which the date hereof occurs and one such additional installment being due and payable on the fifteenth (15th) day (or, if a holiday, on the first business day thereafter) of every third (3rd) month thereafter until the thirty-ninth (39th) month after the month in which the date hereof occurs.

2. Interest. The note shall bear interest (on the basis of a 365-day year) on its unpaid principal balance, payable to the order of Textron Inc. at the office of the Chase Manhattan Bank, N.A., New York, New York, quarter-annually on each date on which a principal installment is due and until the note shall be fully paid, at a rate computed for the first quarter-annual period or portion thereof equal to the prevailing minimum commercial lending rate charged by the Chase Manhattan Bank, N. A., for prime 90-day commercial loans on the date of this note, and at a rate computed for each other quarter-annual period or portion thereof prior to maturity of this note equal to such prevailing minimum commercial rate charged by the Chase Manhattan Bank, N. A. on the first business day following the due date of the last preceding principal installment, plus

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in the case of each quarter-annual period or portion thereof during which all or any portion of the principal of the note shall be overdue, an amount equal to one and one-half (1-1/2%) per cent of the said unpaid principal balance.

3. Limitation. The foregoing note has been issued by Katy Beating Corporation to evidence the deferred portion of the purchase price to be paid by it to Textron Inc. for all of the issued and outstanding capital stock of Aetna pursuant to the Purchase Agreement. The payments to be made on the note is therefore subject to all of the terms and provisions of the said Purchase Agreement and to the obligations therein undertaken by Textron Inc., including specifically its obligation to indemnify the other parties to the said Purchase Agreement and Aetna to the extent provided therein.

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Property of Cook County Clerk's Office

SCHEDULE B  
ATTACHED TO AND REFERRED TO IN  
TRUST DEED BETWEEN  
AETNA BEARING COMPANY, MORTGAGOR  
AND TEXTRON, INC., MORTGAGEE  
DATED SEPTEMBER 9, 1971

PARCEL I

LOTS 9 TO 23 INCLUSIVE AND THE EAST 19 FEET IN WIDTH OF LOT 24 IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 AND 26 TO 33 ALL INCLUSIVE AND PRIVATE ALLEY IN BLOCK 6 IN SAMUEL S. HAYES' KELVYN GROVE ADDITION TO CHICAGO A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO

THAT PART OF THE EAST AND WEST 16 FOOT ALLEY NOW VACATED LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 9 TO 16 BOTH INCLUSIVE AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 17 TO 24 BOTH INCLUSIVE AND LYING EAST OF A LINE 16 FEET EAST OF AND PARALLEL TO THE WEST LINE OF LOT 24 PRODUCED NORTH 16 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID

ALSO

THE WEST 30 FEET IN WIDTH OF THAT PART OF NORTH KENTON AVENUE IN THE CITY OF CHICAGO NOW VACATED LYING EAST OF AND ADJOINING THE EAST LINE OF BLOCK 6 AFORESAID LYING NORTH OF THE SOUTH LINE OF LOT 17 IN SAID BLOCK PRODUCED EAST 30 FEET AND LYING SOUTH OF THE NORTH LINE OF LOT 16 IN SAID BLOCK PRODUCED EAST 30 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION AFORESAID;

ALSO

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE NORTH 18 FEET THENCE EAST 30 FEET THENCE SOUTH 18 FEET THENCE WEST 30 FEET TO THE POINT OF BEGINNING AND ALSO BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET THENCE SOUTH 33 FEET THENCE IN A STRAIGHT LINE TO POINT OF BEGINNING;

ALSO

PARCEL II

ALL THAT PART OF WEST PARKER AVENUE LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 10 TO 15 BOTH INCLUSIVE AND THE SOUTH LINE OF SAID LOT 10 PRODUCED WEST 15 FEET IN BLOCK 3 OF S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16 BOTH INCLUSIVE LYING EAST OF AND ADJOINING THE WEST LINE OF SAID LOT 9 PRODUCED NORTH 100 FEET AND LYING WEST OF AND ADJOINING THE EAST LINE OF SAID LOT 16 PRODUCED NORTH 100 FEET IN THOGERSEN AND ERICKSEN'S SUBDIVISION OF LOTS 1 TO 15 INCLUSIVE AND LOTS 26 TO 33 INCLUSIVE AND PRIVATE ALLEY IN

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BLOCK 6 IN S. S. HAYES' KELVYN GROVE ADDITION TO CHICAGO SAID PART OF WEST PARKER AVENUE BEING FURTHER DESCRIBED AS THE EAST 240 FEET MORE OR LESS OF THAT PART OF WEST PARKER AVENUE LYING WEST OF VACATED NORTH KENTON AVENUE;

ALSO

PARCEL 111

THAT PART OF LOTS 6, 7, 8, 9 AND 10 AND THAT PART OF THE STRIP OF LAND BETWEEN LOTS 6 TO 10 BOTH INCLUSIVE AND LOT 11 WHICH WAS SHOWN ON THE PLAT OF S. S. HAYES KELVYN GROVE ADDITION TO CHICAGO AS A PRIVATE ALLEY BUT WHICH HAS NOW BEEN TERMINATED BY THE OWNERS OF ALL OF THE ADJUTING LOTS BY DECLARATION OF TERMINATION RECORDED AS DOCUMENT NUMBER 12919799 LYING WEST OF A LINE 9 FEET WESTERLY OF THE CENTER LINE OF THE PRESENT TRACT ON SAID LOTS AND PRIVATE ALLEY AND ALSO LOTS 11, 12, 13, 14 AND 15 AND THE EAST 25 FEET OF LOT 16 ALL IN BLOCK 3 IN S. S. HAYES KELVYN GROVE ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## SUBJECT TO:

COVENANTS AND RESTRICTIONS CONTAINED IN THE CERTIFICATE OF THE PLAT OF S. S. HAYES' KELVYN GROVE ADDITION RECORDED SEPTEMBER 10, 1873 AS DOCUMENT 125133 THAT NONE OF THE BOULEVARDS, STREETS OR ALLEYS SHALL BE SUBJECT TO BE USED FOR RAILROAD PURPOSES WITHOUT THE WRITTEN CONSENT OF THE PRESENT OWNER OR HIS LEGAL REPRESENTATIVES AND DUE ASSESSMENTS AND PAYMENT OF DAMAGES TO ANY LOT OWNER INJURED THEREBY EXCEPT IN 46TH STREET, THE NORTHWESTERN RAILWAY COMPANY HAS A RIGHT OF WAY ON A SPACE 100 FEET WIDE AND THE RIGHT TO MAKE SWITCHES FROM SAID ROAD TO ANY ADJOINING LOTS ON SAID 46TH STREET IS RESERVED TO THE OWNER OR HIS GRANTEE ALSO THE RIGHT TO ERECT AND MAINTAIN DEPOTS, BUILDINGS AND WAREHOUSES ON SAID 46TH STREET.

RESERVATION CONTAINED IN THE ORDINANCE BY THE CITY OF CHICAGO RECORDED JANUARY 7, 1958 AS DOCUMENT 17104154 OF A RIGHT OF WAY FOR EXISTING WATER MAINS AND APPURTENANCES THERETO AND FOR THE INSTALLATION OF ANY ADDITIONAL WATER MAINS OR OTHER MUNICIPALLY OWNED SERVICE FACILITIES NOW LOCATED OR WHICH IN THE FUTURE MAY BE LOCATED IN PARCEL 2 AND FOR THE MAINTENANCE, RENEWAL AND RECONSTRUCTION OF SUCH FACILITIES AND THE COVENANTS AND AGREEMENTS THERETIN CONTAINED.

AFFECTS PARCEL 2

GRANT DATED OCTOBER 3, 1957 AND RECORDED FEBRUARY 25, 1958 AS DOCUMENT 17141090 MADE BY PARKERSBURG-AETNA CORPORATION, A CORPORATION OF WEST VIRGINIA, TO COMMONWEALTH EDISON COMPANY, A CORPORATION OF ILLINOIS, ITS SUCCESSORS AND ASSIGNS OF A PERPETUAL RIGHT, EASEMENTS, PERMISSION AND AUTHORITY TO CONSTRUCT.

OPERATE, USE, MAINTAIN, REPAIR, RELOCATE, REPLACE, RENEW AND REMOVE POLES, CROSSARMS AND OTHER EQUIPMENT (COVERHEAD OR UNDERGROUND) FOR THE TRANSMISSION OF ELECTRIC ENERGY IN, UNDER, OVER, ACROSS AND ALONG PARCEL 2, TOGETHER WITH RIGHT OF INGRESS AND EGRESS THERETO FOR SUCH PURPOSES AND COVENANTS AND AGREEMENTS THEREIN CONTAINED.

AFFECTS PARCEL 2

RIGHTS OF THE DEPARTMENT OF WATER AND SEWERS OF CITY OF CHICAGO TO MAINTAIN A PUBLIC SEWER LOCATED ACROSS VACATED PARKER AVENUE.

AFFECTS PARCEL 2

A 10 FOOT BUILDING LINE ON LOTS ON WEST PARKER (FORMERLY GROVELAND) AND 15 FEET ON LOTS ON WEST SCHUBERT (FORMERLY WYOMING) AS SHOWN ON THE PLAT OF S. S. HAYES' KELVYN GROVE ADDITION.

NOTE: SAID BUILDING LINE IS WAIVED AS TO THAT PART OF BLOCK 6 IN PARCEL 1 COVERED BY THE IMPROVEMENTS ON SAID PREMISES AS OF MARCH 24, 1949.

RAILROAD SWITCH AND SPUR TRACKS.

AFFECTS ALL

RELATIVE TO THE VACATION OF THAT PART OF KENTON AVENUE FALLING IN PARCEL 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 6 ABOVE REFERRED TO RUNNING THENCE EAST 30 FEET, THENCE SOUTH 75 FEET, THENCE IN A STRAIGHT LINE TO PLACE OF BEGINNING, WE NOTE THE FOLLOWING:

(A) RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS ETC.

GRANT MADE BY AETNA BALL & ROLLER BEARING CO., A CORPORATION OF ILLINOIS, TO LOUIS E. PFEIFER CO., CORPORATION OF ILLINOIS, DATED JANUARY 4, 1949 AND RECORDED MARCH 23, 1949 AS DOCUMENT 14518460 OF EASEMENT AND RIGHT OF WAY OVER ANY PART OF PARCEL 1 LYING NORTH OF NORTH LINE OF LOT 10 EXTENDED EASTERLY FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF SWITCH TRACKS.

NOTE: SAID EASEMENT WAS PURPORTEDLY ABROGATED AND RELEASED BY INSTRUMENTS RECORDED AS DOCUMENTS 14558112 AND 14558113.

EASEMENT AND RIGHT OF WAY FOR SWITCH TRACKS OVER THAT PART OF PARCEL 1 LYING SOUTH OF SOUTH LINE OF LOT 17 EXTENDED EAST FOR SWITCH TRACK PURPOSES AS CREATED BY INSTRUMENTS RECORDED AS DOCUMENTS 9551080 AND 9551081.

NOTE: SAID EASEMENT WAS PURPORTEDLY ABROGATED AND RELEASED BY INSTRUMENTS RECORDED AS DOCUMENTS 14558112 AND 14558113.

*Charles H. Allen*

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