

UNOFFICIAL COPY

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THIS INDENTURE WITNESSETH, that PENNDEL COMPANY, a Corporation of the States of Delaware and Virginia, duly authorized to transact business in the State of Illinois, and GEORGE P. BAKER, RICHARD C. BOND, JERVIS LANGDON, JR., and WILLARD WIRTZ, Trustees of the Property of PENN CENTRAL TRANSPORTATION COMPANY, DEBTOR, Lessee of the works and property of PENNDEL COMPANY, hereinafter referred to as the Grantor, for and in consideration of \$75,000.00, (of which \$19,000.00 has been paid in cash and the balance of which, \$56,000.00, is being secured by a purchase money mortgage of even date herewith, between Penndel Company and River Oaks Realty Inc.), quitclaims unto said RIVER OAKS REALTY INC., a Corporation of the State of Illinois, having an office at 140 Pulaski Road, Calumet City, Illinois 60406, hereinafter referred to as the Grantee, all its right, title and interest of, in and to the premises described in Schedule "A" attached hereto and made a part hereof.

10.00

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SCHEDULE "A"

ALL THOSE PARCELS of land situate in the City of Burnham, County of Cook and State of Illinois, described as follows:

PARCEL 1

Lots 3 and 4 in Block 6; the South 11.75 feet of Lots 1 and 2 in Block 6; Lots 3 and 4 in Block 7; the South 11.75 feet of Lot 2, the East Half of Lot 1 and the South 32 feet of the West Half of Lot 1 all in Block 7 in H.A. Goodrich's Subdivision of the Southeast Quarter of the Southwest Quarter of Section 6, Township 36 North, Range 15 East of the Third Principal Meridian, recorded January 10, 1889, 3:00 P.M. in Plat Book 32, Page 34 as Document No. 1049430;

PARCEL 2

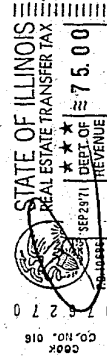
Lots 1 to 10 inclusive in Abner T. Young's Subdivision of that part of the Southeast Quarter of Section 6, Township 36 North, Range 15 East of the Third Principal Meridian lying West of Chicago, St. Louis and Pittsburgh Railroad and South of Chicago and Calumet Terminal Railroad together with that part of vacated Calumet Avenue lying North of and adjoining Lot 1 in said Subdivision;

That part of vacated Alice Avenue lying West of and adjoining Lots 1 to 10 inclusive in said Subdivision and East of the West line of the Southeast Quarter of Section 6, Township 36 North, Range 15 East of the Third Principal Meridian and North of the center line of the 16 foot vacated alley lying South of and adjoining Lot 10 in said Subdivision extended West;

The North Half of the 16 foot vacated alley lying South of and adjoining Lot 10 in said Subdivision; and,

All of the 16 foot vacated alley lying East of and adjoining Lots 1 to 10 inclusive in said Subdivision, in Cook County, Illinois.

CONTAINING a total area of 247,684.37 square feet, +, or 5.69 acres,



75.00

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Property of Cook County Clerk's Office

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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 said Grantor 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 seepage 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 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 obliged 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.~~

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

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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 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, the Grantor has caused this Indenture to be executed this 30th day of June A. D. 1971.

Sealed and Delivered
in the presence of us:

Janet E. Dahrmin
(Janet E. Dahrmin)

Robert R. Carter
(Robert H. Carter)

PENNDL COMPANY

By: W.W. Riley
(W.W. Riley) Vice-President

Attest: Philip D. Yates
ASSISTANT Secretary
(Philip D. Yates)



W. P. Powell
ASSISTANT SECRETARY

Edoey
ASSISTANT SECRETARY

George P. Baker (SEAL)
(George P. Baker)

Richard C. Bond (SEAL)
(Richard C. Bond)

Jervis Langdon, Jr. (SEAL)
(Jervis Langdon, Jr.)

Willard Wirtz (SEAL)
(Willard Wirtz)

TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION COMPANY
DEBTOR

2649 526

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STATE OF DELAWARE
~~XXXXXXXXXXXXXXXXXXXX~~
NEW CASTLE) ss
COUNTY OF ~~XXXXXXXXXXXX~~)

I, BETTY J. DETRAZ, a Notary Public in and for said State
and County, do hereby certify that ~~XXXXXXXXXXXX~~ personally
known to me to be the Vice-President of PENNDEL COMPANY
and PHILIP D. YATES personally
known to me to be the Asst. 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 acknowl-
edged that as such Vice-President and Assistant
Secretary, they signed and delivered the said Instrument as Vice-President
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 15th
July A. D. 1971.

Betty J. Detraz
Notary Public
NOTARY PUBLIC
My Commission Expires ~~XXXXXXXXXXXX~~ 1973



COMMONWEALTH OF PENNSYLVANIA) ss
COUNTY OF PHILADELPHIA)

I, William J. O'Neill, Notary Public in and for said Commonwealth
and County, do hereby certify that before me personally appeared GEORGE P. BAKER,
RICHARD C. BOND, JERVIS LANGDON, JR. and WILLARD WIRTZ, Trustees as aforesaid,
to me known to be the same persons described in and who executed the foregoing
Instrument and acknowledged that they executed the same as their free act and deed
as such Trustees as aforesaid.

GIVEN under my hand and notarial seal, this 19th
July day of A. D. 1971.

William J. O'Neill
Notary Public
WILLIAM J. O'NEILL
Notary Public, Philadelphia, Pennsylvania
My Commission Expires June 26, 1973



COOK COUNTY, ILLINOIS
FILED FOR RECORD

Oct 1 '71 12 31 PH

Robert R. Olson
RECORDER OF DEEDS

21649526

END OF RECORDED DOCUMENT