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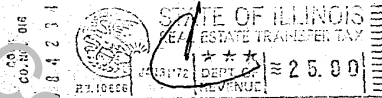
21 794 355

LATER DATE

THIS INDENTURE WITNESSETH, that THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY, a Corporation of the State of Illinois,

herein after referred to as the Grantor, for and in consideration of \$24,900.00 and pursuant to the authority given by the Board of Directors of said Grantor, conveys and quitclaims unto WATSON BROS. REALTY COMPANY, a Partnership organized and existing under the laws of the State of Nebraska, whose mailing address is 352 Aquila Court Building, Omaha, Nebraska 68102

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



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BOX 533

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SCHEDULE "A"

Irregular Parcel

ALL THAT IRREGULAR shaped parcel of land situate in the City of Chicago, County of Cook and State of Illinois, being part of the Subdivision for purposes of partition of Lots 31 and 32 in the Assessor's Division of part of the Northwest Quarter and the West Half of the Northeast Quarter of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian; said irregular shaped parcel of land being particularly described as follows:

COMMENCING at a point on the North line of 34th Street which is 963.74 feet East of the East line of South Justine Street and on a line 33 feet Southwesterly of and parallel with the center line of vacated Iron Street; thence Northwesterly, along said parallel line, a distance of 150.58 feet to the point of beginning, said point being on a line 128 feet 9-1/2 inches North of and parallel with the North line of 34th Street; thence Northwesterly, along the first described parallel line, a distance of 43.95 feet to its intersection with a straight line forming an angle with the last described parallel line produced, of 8° 57' deflected from Northwest to West; thence Northwesterly, along the last described line, a distance of 173.55 feet, more or less, to its intersection with a line parallel with and 60.00 feet Southwesterly of the aforesaid center line of vacated Iron Street; thence Northwesterly, along the last described parallel line, a distance of 354.94 feet, more or less, to its intersection with the South line of vacated 33rd Street; thence East, along said South line, a distance of 47.44 feet, more or less, to its intersection with a line parallel with and 8.50 feet Southwesterly of the center line of the existing C.R. and I. Railroad Track, said Railroad Track being 11.00 feet Southwesterly of and parallel with the center line of vacated Iron Street extended; thence Southeasterly, along aforesaid line 8.50 feet Southwesterly of and parallel with said Railroad Track center line, a distance of 500.00 feet to a point of curve; thence Southeasterly on a curved line convex to the Southwest, having a radius of 430.50 feet and parallel with the center line of said railroad track, having an arc distance of 24.52 feet, more or less, to its intersection with a line 128 feet 9-1/2 inches North of and parallel with the North line of 34th Street; thence West, along the last described parallel line a distance of 16.9 feet more or less, to the point of beginning.

CONTAINING 19,155.43 square feet, +.

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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 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 ~~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;~~

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 vacating and closing of any grade crossing;

(c) 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.

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 his conveyance, said covenant being evidenced by the acceptance and recordation of this Deed by the said Grantee, that it will, at its sole cost and expense, erect and maintain a chain-link fence along the Northeasterly line of the parcel of land hereinbefore described parallelling the tracks located on Grantor's adjoining land for so long as said tracks are located thereon. It is understood and agreed by and between the parties hereto that the said Grantee will indemnify and hold harmless the Grantor, its lessees, successors and assigns, from any and all claims, suits, actions, damages or costs resulting from Grantee's failure to erect and maintain said fence as aforesaid.

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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, said Grantor has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Vice President and attested by its ASSISTANT Secretary, this 6TH day of JANUARY, A.D. 1972.

SEALED and DELIVERED
IN THE PRESENCE OF US:

Malcolm V. Wise

William R. Barger

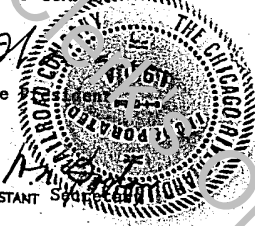
THE CHICAGO RIVER AND INDIANA
RAILROAD COMPANY

By:

Attest:

Vice

ASSISTANT SECRETARY



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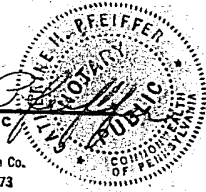
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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)SS

I, CATHERINE M. PFEIFFER, a Notary Public in and for said Commonwealth and County, do hereby certify that F.J. GASPARINI personally known to me to be the Vice President of THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY and W. H. BARLOW 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 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 10th day of January A.D. 1972.

Catherine M. Pfeiffer
Notary Public
CATHERINE M. PFEIFFER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires October 8, 1973



)
) SS

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____

COOK COUNTY, ILLINOIS
FILED FOR RECORD

FEB 1 1972 3 00 PM

Ernest R. Olson
RECORDER OF DEEDS

21794355

Notary Public

21 794 355

Name: *Watson Bros. Realty Company*
Address: *352 AQUILA COURT*
City: *Omaha, Neb. 68102*

FORM 104
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END OF RECORDED DOCUMENT