

21. 926 686

DEED

THIS INDENTURE, made this 7th day of April, 1972 between LA SALLE NATIONAL BANK, a national banking association, of Chicago, Illinois, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said Bank in pursuance of a trust agreement dated the 2nd day of November, 1964, and known as Trust Number 33000, party of the first part, Grantor herein, and Marshall Okmin, a married man, 345 CHICAGO AVE  
CHICAGO ILL. 60610 of party of the second part, Grantee herein.

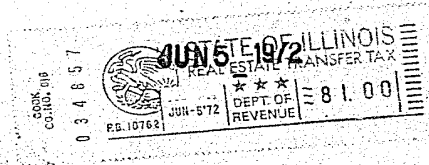
WITNESSETH, that said party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid, does hereby grant, sell and convey unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to wit:

That part of the East 227.0 feet of the West 260.0 feet of the East 1/2 of the Northwest 1/4 of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian lying South of the center of Higgins Road which is North of a line drawn from a point in the West line of said tract 557.75 feet South of the center of Higgins Road to a point in the East line of said tract, 499.64 feet South of the center of Higgins Road, excepting from the above described tract the South 220.0 feet thereof, all in Cook County, Illinois,

together with the tenements and appurtenances thereto belonging.

TO HAVE AND TO HOLD the same unto said party of the second part as aforesaid and to the proper use, benefit and behoof of said party of the second part forever.

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Provided, however, the conveyance made hereby is subject to the reservation of a permanent and perpetual easement for the benefit of real estate legally described as follows:

Grantor and La Salle National Bank, a national banking association, of Chicago, Illinois, as Trustee under a trust agreement dated the 10th day of April 1959, and known as Trust Number 20929 are the owners of real estate legally described as follows:

Tract 1:  
That part of the East half of the North West quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian lying North of the center line of Higgins Road (except from the above described tract the East 20 acres thereof);

Also

Tract 2:  
The West 260 feet of that part of the East half of the North West quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian, lying South of the center line of Higgins Road (except that part conveyed to City of Chicago for O'Hare Airport described as follows: that part of the West 260 feet of the East half of the North West quarter of Section 36, Township 41 North, Range 11 East of the Third Principal Meridian lying South of the center of Higgins Road beginning at the South East corner of the West 260 feet of the East half of the North West quarter; thence West along the South line of the North West quarter of said 260 feet to the South West corner; thence North Easterly to a point of intersection with the East line of the West 260 feet of the East half of the North West quarter aforesaid, 300 feet Northerly of the South East corner thereof; thence Southerly along the East line of the West 260 feet of the East half of the North West quarter to the place of beginning) (and also except the West 33 feet thereof), in Cook County, Illinois.

Said real estate is herein referred to as "Grantor's Real Estate."

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2. Grantor hereby reserves to itself, its respective grantees, its and their successors and assigns, a permanent and perpetual easement over, under, along and across the East 19 feet and 5 inches (herein referred to as "Easement Area") of the real estate being conveyed pursuant to this deed as a means of ingress and egress to and from and for the benefit of Grantor's Real Estate and for the purpose of placing therein and thereon such utilities as water mains, sanitary sewers, storm sewers, gas, electricity and telephone lines (herein referred to as "Utilities"), so that Grantor shall, from and after the date of this deed, have the right to use the said Easement Area for a railroad sidetrack and a road for the passage and repassage of railroad trains, railroad cars, trucks and automotive vehicles of every kind and character and for the purpose of constructing in the said Easement Area a railroad sidetrack and a road (if such road is constructed by Grantor) and such Utilities as Grantor deems necessary for its own uses to serve all of the Grantor's Real Estate, including the real estate hereby conveyed.

3. Grantor shall have the right to build, construct, repair, replace, alter, change, renew and maintain a railroad sidetrack, a paved road and Utilities over, under, along and across the Easement Area.

4. Grantee shall have the nonexclusive right to: (a) use the railroad sidetrack to be located in the Easement Area after the same has been completed and installed by Grantor; (b) to use that part of Grantor's sidetrack located on Grantor's real estate lying immediately to the south of the real estate forming the subject matter hereof which said sidetrack commences at the north boundary line of the right-of-way of the Chicago & North Western Railway Co. when the said sidetrack is extended to the south boundary of the real estate

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being conveyed to Grantee pursuant to this deed, and (c) to use the road to be constructed in said Easement Area (in the event said road is constructed by Grantor); provided, however, that Grantee's rights to use the said sidetrack in the Easement Area and the sidetrack running from the said north boundary line of the right-of-way of the Chicago & North Western Railway Co. when the same is extended to the south boundary of the real estate being conveyed to Grantee pursuant to this deed and the road in the Easement Area (if such a road is constructed by Grantor) shall not in any manner interfere with the use thereof by Grantor, its respective grantees, its and their successors and assigns of any part or all of Grantor's Real Estate. Grantee shall at its own cost and expense forthwith after said sidetrack has been constructed by Grantor provide for itself a switch and run-off track line from said sidetrack onto its own property so that any railroad car or cars being used by it shall in no event be permitted to stand or remain on the sidetrack, while the same are being loaded, unloaded or stored by Grantee.

5. The use of the Easement Area shall be exclusively for the purpose of ingress and egress, and for the location of Utilities, to and for all of Grantor's Real Estate including but not limited to the real estate conveyed to Grantee by this deed and the said sidetrack when the same is constructed by Grantor. Grantee shall not use the said Easement Area for any purpose whatsoever except for such ingress, egress and railroad sidetrack and utility purposes.

6. Grantee shall pay for its share of the maintenance and upkeep of said sidetrack based on the proportion of the

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sidetrack located upon its real estate as compared to the total length of the sidetrack as measured from the right-of-way line of the Chicago & North Western Railway Co. lying to the south of Grantee's real estate to the end of said sidetrack which may terminate at Higgins Road or at the north boundary of the parcel of real estate owned by Grantor and located north of Higgins Road as the case may be.

7. Grantor hereby grants to Grantee such rights as Grantor has to use the private road adjoining the west boundary of the real estate being conveyed pursuant to this deed, and Grantee hereby agrees to share all the cost and expense of maintaining said road, the railroad sidetrack when the same is constructed and an additional road, if the same is constructed in the Easement Area, with Lessees or owners of the real estate lying north of the right-of-way of the Chicago & North Western Co. and the south of the center line of Higgins Road. Grantee's share of such cost and expense shall be in the same proportion that 69,781 square feet of land being conveyed pursuant to this deed bears to the total number of square feet contained in the area lying between the Chicago & North Western Railway Co. track and Higgins Road.

8. Grantor further hereby grants to Grantee such rights as Grantor has to use utilities and the lift pump station located at or near a private road being an extension of Bell Road and Grantee hereby agrees to share all the cost and expense of maintaining such utilities and lift pump station by paying that per cent of such cost and expense as Grantee bears to the total number of users thereof.

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9. The terms, conditions and provisions of this reservation of easement shall be binding upon and inure to the benefit of the Grantor, the Grantee and their respective successors and assigns and to the real estate being conveyed to Grantee or any part or portion thereof and to Grantor's Real Estate or any part or portion thereof.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county affecting the said real estate or any part thereof given to secure the payment of money and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice-President and attested by its Assistant Secretary, the day and year first above written.

LA SALLE NATIONAL BANK,  
as Trustee as aforesaid,

By *J. G. Brumwell*  
Assistant Vice-President



*[Signature]*  
Assistant Secretary

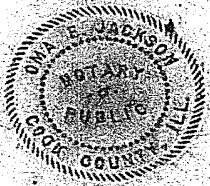
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STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

I, OMA E. JACKSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that G. B. MAXWELL, Assistant Vice-President of LA SALLE NATIONAL BANK, and James A. Clark, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of April, A.D. 1972.



Oma E. Jackson  
Notary Public

COMMISSION EXPIRES JUNE 4, 1973

Shirley R. Allen  
1972 JUN 5 PM 3 12

RECORDER OF DEEDS  
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

JUN-5-72 450344 • 21926686 - A - Rec

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