

LATER DATE 62-88-345

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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 \$201,084.00, and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims to JOSEPH P. BIELET BROS. SCRAP IRON & METAL, INC., a Corporation of the State of Illinois, whose mailing address is Box 12, Route 66, McCook, Illinois 60529,

hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following described real estate, to wit: the premises described in Schedule attached hereto and made a part hereof.



COCK
CC. NO. 016
117076
PA. 10856
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
JUN 17 2011 5 01 PM
REVENUE

22 749 979

UNOFFICIAL COPY

SCHEDULE "A"

ALL THOSE TWO PARCELS of land situate in the County of Cook and State of Illinois, separately bounded and described as follows, viz:

PARCEL 1

BEING part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 38 North, Range 12 East of the Third Principal Meridian; (Note: The West line of aforesaid Southwest Quarter is considered as "Due North-South" for the following courses);

COMMENCING at the Northwest corner of aforesaid Southwest Quarter; thence Due South, in the West line of aforesaid Southwest Quarter, a distance of 238.50 feet to point of beginning of following described tract of land (said point being also the Southwest corner of Lot 2 in Robert Bartlett's Industrial Subdivision No. 1 in aforesaid Section 13); thence continuing Due South, in the West line of aforesaid Southwest Quarter of Section 13, a distance of 711.50 feet to a point in a line that bears N. 71° 52' East and is 25 feet northwesterly of and parallel to the center line of Track No. 3 of Indiana Harbor Belt Railroad Company; thence North 71° 52' East, in aforesaid line a distance of 1033.70 feet to a point in the East line of West 972.37 feet of aforesaid Southwest Quarter, (being identical with the West line of parcel of land conveyed by aforesaid railroad to Joseph D. Shelly, Jr., as per Document No. 21121751); thence due North, in aforesaid East line of West 982.37 feet of the Southwest Quarter, a distance of 392.92 feet to its intersection with the South line of North 238.50 feet of aforesaid Southwest Quarter of Section 13; thence South 89° 49' West, in the South line of aforesaid North 238.50 feet of the Southwest Quarter (being the South line of aforesaid Industrial Subdivision No. 1), a distance of 982.37 feet to the point of beginning;

CONTAINING 12.4534 Acres.

PARCEL 2

BEING part of the Southeast Quarter of Section 14, Township 38 North, Range 12 East of the Third Principal Meridian; (Note: The East line of aforesaid Southeast Quarter is considered as "Due North-South" for the following courses);

BEGINNING at the Northeast corner of aforesaid Southeast Quarter of Section 14; thence due South, in the East line of aforesaid Southeast Quarter, a distance of 955.27 feet to a point in a line whose bearing is South 71° 52' West and is 20 feet Northwesterly of and parallel to center line of Track No. 3 of Indiana Harbor Belt Railroad Company; thence South 71° 52' West, in aforesaid parallel line, a distance of 26.31 feet to a point in a line 25 feet West of and parallel to aforesaid East line of Southeast Quarter; thence Due North, parallel to aforesaid East line, a distance of 263.46 feet to a point; thence Due West a distance of 25 feet to a point; thence Due North, in a line 50 feet West of and parallel to aforesaid East line of Southeast Quarter, a distance of 699.84 feet to a point in the North line of aforesaid Southeast Quarter; thence North 89° 49' East, in the North line of aforesaid Southeast Quarter, a distance of 50 feet to the point of beginning.

CONTAINING 0.9522 of an acre.

RESERVING, however, unto the said Grantor, its successors and assigns, the right, liberty and privilege to use for themselves and for their agents, employees, tenants, lessees, licensees, invitees and all other persons having business with them, in common with the said Grantee and its agents, employees, tenants, lessees, licensees, invitees and all other persons having business with them, and with others entitled to the use thereof, the parcel of land hereinbefore described as Parcel 2 containing 0.9522 of an acre as and for a non-exclusive easement for a driveway as a means of access to and from the remaining land of the said Grantor, adjoining the land conveyed as Parcel No. 2, it being understood and agreed by and between the parties hereto that neither the said Grantor nor the said Grantee shall be obligated to repair or maintain said driveway.

SUBJECT, however, to (1) easements of record affecting the land hereby conveyed; and (2) the state of facts disclosed by survey made by Ernest Kennedy and Co., Chicago Illinois, dated March 21st 1972 and revised December 14, 1973.

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 ~~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.

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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 21st day of May, A.D. 1974.

INDIANA HARBOR & RAILROAD COMPANY
By:

Attest:

27
Vice President



ASSISTANT SECRETARY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

JUN 13 '74 1 56 PM

William R. Olson
RECORDER OF DEEDS

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COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

I, PAUL T. MacINTIRE, 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-Real Estate of INDIANA HARBOR BELT 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-Real Estate and ASSISTANT Secretary, they signed and delivered the said Instrument as Vice President-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 22nd day of May A.D. 1974.

Paul T. MacIntire
Notary Public
Notary Public, State of Pennsylvania
My Commission Expires October 1, 1976



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

22 MAY 1974

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF PHILADELPHIA)

I, PAUL J. MACINTIRE, 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-Real Estate of INDIANA HARBOR BENT RAILROAD COMPANY and W. L. FAYLOW 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-Real Estate and ASSISTANT Secretary, they signed and delivered the said Instrument as Vice President-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 22nd day of May A.D. 1974.

Paul J. Macintire
Notary Public
Notary Public for the Commonwealth of Pennsylvania
My Commission Expires on October 4, 1976



_____)
) 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 _____

Notary Public

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R. E. D. LUKASZ
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INDIANA HARBOR BELT RAILROAD COMPANY

-to-

PIELET BROS. SCRAP IRON & METAL, INC.

Box 605

THIS INSTRUMENT PREPARED BY:

George R. Stevenson
Six Penn Center Plaza - Room 1444
Philadelphia, Pennsylvania 19104

Land situate in the County of Cook,
Illinois.

Prepared by: *GRS*
Checked: *GRS*
Approved: *GRS*

Prepared by: *GRS*
Checked: *GRS*
Approved: *GRS*

GRS
BOX 605
PKG.

Property of Cook County Clerk 22749479

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Donald M. Wiles *Manager of Indiana Harbor Belt R.R.* being duly sworn on oath, states that he resides at *482 Chicago Union Station Chicago, Ill. 60608*. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

- ~~1. Said Act is not applicable as the grantors own no adjacent property to the premises described in said deed;~~
- ~~-OR-~~
- ~~2. The conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.~~
- ~~2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.~~
- ~~3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.~~
- ~~4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.~~
- 5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
- ~~6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.~~
- ~~7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.~~
- ~~8. Conveyances made to correct descriptions in prior conveyances.~~
- ~~9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than 2 parts and not involving any new streets or easements of access.~~

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me
this 12th day of June, 1967.

Samuel B. Blankstein
NOTARY PUBLIC



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