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The Document prepared by *GEORGE ANDERSON*
Six Penn Center Plaza Room 1444
Philadelphia, Penn. 19104

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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 \$16,491.25, and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto BARRY A. PITLER, whose mailing address is 105 West Adams Street, Suite 430, Chicago, Illinois 60603,

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

110-1
63-15-313 @ Unit D.

COOK
CO NO 016
1 0 3 3 9
RECEIVED
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
REVENUE
16.50

10⁰⁰

16.50

COOK COUNTY, ILLINOIS
FILED FOR RECORD
AUG 21 '74 2 03 PM

Richard R. Olson
RECORDED FOR DEEDS
*22823198

SCHEDULE "A"

ALL THAT PARCEL of land situate in the Village of Bellwood, County of Cook and State of Illinois, being the southerly 32.50 feet, as measured at right angles to the Northerly right of way line of the Chicago and Northwestern Transportation Company (formerly The Chicago Great Western Railway Company), of that part of the Southwest Quarter of the Southwest Quarter of Section 10, Township 39 North, Range 12 East of the Third Principal Meridian, lying Northerly of said Northerly right of way line, lying Easterly of the East line of 25th Avenue and lying Northwesterly of the Northwesterly line of a triangular shaped parcel of land in the Southwest Quarter of the Southwest Quarter of Section 10, aforesaid, said triangular shaped parcel of land being described as follows:

BEGINNING at the intersection of the South right of way line of the Indiana Harbor Belt Railroad Company with the original North and West lines of Madison Street; thence Southwardly along said original West line of Madison Street, a distance of 33.48 feet, more or less, to a point of intersection with the Southerly line of said Section 10; thence Westerly along said Southerly line of said Section 10, a distance of 165.77 feet to a point in the Northerly right of way line of The Chicago Great Western Railway Company; thence North-easterly to the point of beginning.

CONTAINING an area of 13,193 square feet, or 0.303 of an acre.

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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;~~

(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 President and attested by its ASSISTANT Secretary the 15th day of AUGUST A.D. 1974.

SEALED and DELIVERED
in the presence of us:

INDIANA HARBOR BELT RAILROAD COMPANY
By: *[Signature]*

H. H. Englefer

Attest:

R. M. Sortino



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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 RICHARD B. HASSELMAN personally known to me to be the President and COMPANY and M. 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 President and ASSISTANT Secretary they signed and delivered the said Instrument as 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 16th day of August A. D. 1974.

Paul T. MacIntire
Notary Public
My Commission Expires October 1975



COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

I, _____, a 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 WIRZ, 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 _____ day of _____ A. D. 19__.

Notary Public

Name Philip L. Mandell, Esq.
Address 105 W. Adams St Suite 430
City Phila Pa 19103

Form 104 R 5/72

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INDIANA HARBOR BELT RAILROAD COMPANY

-to-

BARRY A. PITLER

THIS INSTRUMENT PREPARED BY:

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

Land situate in the Village of
Bellwood, Cook County, Illinois.

Prepared by: *MS*
Checked: *MS*
Approved: *MS*

Descr: *MS*
Comp: *MS*

Map
PKG.

22823198

BOX

See

