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COOK COUNTY, ILLINOIS
FILED FOR RECORD 22 833 757

Charles R. Olson
DEPT. OF REVENUE
*22833757

AUG 30 63-35-106 C
AUG 30 '74 3 00 PM
QUIT CLAIM DEED

THE GRANTOR, Watson Bros. Realty Company, a Nebraska partnership, of the City of Omaha, County of Douglas, State of Nebraska, for the consideration of Four Thousand, Nine Hundred Eighty-six and 81/100ths Dollars (\$4,986.81), in hand paid, the receipt of which is hereby acknowledged, conveys and quitclaims unto Western Transportation Company, a corporation organized and existing under and by virtue of the Laws of the State of Delaware, having its principal office in the City of Chicago, County of Cook, and State of Illinois, and whose mailing address is 1300 West 35th Street, Chicago, Illinois, 60609, all of its right, title, and interest of, in, and to the following described real estate situated in the County of Cook, State of Illinois, to-wit:

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An irregular shaped parcel of land in the Subdivision for purposes of partition of Lots 31 and 32 in the Assessor's Division of part of the Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 32, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; said irregular shaped parcel of land being particularly described as follows: Beginning at a point on the North line of 34th Street which is 963.79 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 Northwestealy along said parallel line, a distance of 146.20 feet to a point; thence East along a line parallel with the North line of 34th Street a distance of 16.94 feet; thence Southeasterly a distance of 155.74 feet to a point in the North line of 34th Street, said point being 998.08 feet East of the East line of South Justine Street; thence West on the North line of 34th Street a distance of 34.29 feet to the point of beginning, containing 3,249.54 square feet, more or less,

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
AUG 30 1974
RE 10886
CD. NO. 010
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hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This deed is executed by the personal Trustee of the Ray E. Watson Marital Deduction Trust Estate, a partner in Watson Bros. Realty Company, a Nebraska partnership, in accordance with and pursuant to the terms and provisions of the Last Will and Testament of said Ray E. Watson, deceased, and the Testamentary Trust created thereby.

THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

(a) that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation or damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter created thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of The Chicago River and Indiana Railroad Company'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.

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CHICAGO TITLE AND TRUST COMPANY
Name: WESTERN TRANSPORTATION
Address: 1300 WEST 35TH STREET CHICAGO
City: ATLANTA, ARENDT

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
AUG 30 1974
\$06.00

(b) that in the event the tracks of the railroad of The Chicago River and Indiana Railroad Company 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.

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

(d) that this conveyance and quit claim deed is subject to private, public and utility easements of record, if any; special taxes or assessments for improvements not yet completed; general taxes for the year 1973 and subsequent years; acts done or suffered by or judgments against said Grantor; and the Grant of Easement to Commonwealth Edison Company, an Illinois corporation, dated July 1974, whether recorded or unrecorded.

AND the said Grantee covenant and agrees unto and with the said Grantor, as a covenant running with the land and as a part of the consideration for this 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 Northeastern line of the parcel of land hereinbefore described paralleling the tracks located on Grantor's adjoining land for so long as the 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.

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.

DATED this 23rd day of August, 1974.

In the presence of:

William J. Howard

Watson Bros. Realty Company,
a Nebraska partnership.

By: *Thomas W. Watson*
Thomas W. Watson, Partner

By: *Thomas W. Watson*
Thomas W. Watson, Trustee of
The Ray E. Watson Marital
Deduction Trust, Partner

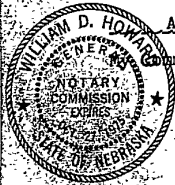
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UNOFFICIAL COPY

STATE OF NEBRASKA: }
COUNTY OF DOUGLAS: } -- SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas W. Watson, as a partner for and on behalf of Watson Bros. Realty Company, a Nebraska partnership, and Thomas W. Watson, as Trustee of the Ray E. Watson Marital Deduction Trust Estate, a partner in said Watson Bros. Realty Company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as such partners and on behalf of said partnership, as his free and voluntary act, for the uses and purposes therein set forth, and as the free and voluntary act and deed of said partnership, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 23rd day of



August, 1974.

Commission expires

October 27, 1975

William D. Howard
Notary Public

Preparer of deed: Samuel Zacharie, Attorney at Law,
1413 Marbee Drive, Suite #3,
Omaha, Nebraska, 68124

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END OF RECORDED DOCUMENT