

UNOFFICIAL COPY

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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 \$11,404.00, and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto CENTRAL STEEL & WIRE COMPANY, a Corporation of the State of Delaware, whose mailing address is 3000 W. 51st Street, Chicago, Illinois 60632,

hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following described real estate:

\*\*\*\*\*

0 0 3 3 2 1

CITY OF CHICAGO  
REAL ESTATE TRANSACTION TAX  
DEPT OF REVENUE  
AUG-31-72  
15.00

\*\*\*\*\*

15.00

11.00

STATE OF ILLINOIS  
REAL ESTATE TRANSACTION TAX  
11.00

22 833 396

BOX 533

62 85 838 R 336 -

Property of Cook County Clerk's Office

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## SCHEDULE "A"

ALL THOSE TWO PARCELS of land situate in the City of Chicago, County of Cook and State of Illinois, being parts of the South Half of the Northwest Quarter of Section 12, Township 38 North, Range 13 East, of the 3rd Principal Meridian, separately bounded and described as follows, viz:

ONE THEREOF: COMMENCING at a point on a line drawn parallel with and 392 feet South of the North line of said South Half of the Northwest Quarter of Section 12, said parallel line being the center line of West 49th Place (Private Street) and said point being 581.14 feet East of the West line of said Northwest Quarter of Section 12, and said point being the intersection of said parallel line with the Southeasterly line of the Right of Way conveyed to the Indiana Harbor Belt Railroad by Deed recorded October 14, 1927 as Document No. 9808704, and running thence East along said parallel line, a distance of 35.43 feet thence Northeasterly on a curved line, convexed Northwesterly and having a radius of 261.47 feet, a distance of 112.19 feet to a point of tangency with said Southeasterly line of said Right of Way conveyance (said curved line having a long chord of 111.33 feet and said long chord forming an angle of 52° 17' 30" from East to Northwesterly with said parallel line); thence Southwesterly along said Right of Way line, being a straight line, a distance of 109.52 feet; thence continuing Southwesterly along said Right of Way line, being a curved line, convexed Northwesterly, tangent to said straight Right of Way line and having a radius of 372.66 feet, a distance of 26.42 feet to the point of beginning.

CONTAINING 1170 square feet, ±

ANOTHER THEREOF: BEING a strip of land 18.34 feet in width; BEGINNING at a point on a line drawn parallel with and 392 feet South of the North line of said South Half of Northwest Quarter of Section 12, said point being 849.84 feet East of the West line of said Quarter Section; thence East, along said parallel line a distance of 19.12 feet; thence Northwesterly on a curved line convexed Northwesterly, and having a radius of 271.39 feet, a distance of 298.94 feet (said curved line having a long chord of 284.05 feet and said long chord forming an angle of 41° 33' 20" from East to Northwesterly with said parallel line) to a point of tangency with the Southerly line of the Right of Way conveyed to the Indiana Harbor Belt Railroad by Deed recorded October 14, 1927 as Document No. 9808704; thence Southwesterly along said Southerly Right of Way line, being a straight line, a distance of 37.75 feet; thence Westerly along the Southerly line of said Right of Way, being a curved line, convexed Southerly, tangent to said straight Right of Way line and having a radius of 583.69 feet, a distance of 56.23 feet; thence Southwesterly along a curved line, convexed Northwesterly, concentric with first described curved line and having a radius of 289.73 feet, a distance of 229.06 feet to the point of beginning.

CONTAINING 4,532 square feet, ±

22 E33 39F

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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 of 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 vacation 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 Grantor 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-Real Estate and attested by its ASSISTANT Secretary this 21st day of May A.D. 1974.

SEALED and DELIVERED  
IN THE PRESENCE OF US:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INDIANA HARBOR BELT RAILROAD COMPANY  
By:

Attest:

*J.M.*  
Vice President-Real Estate  
  
*M. J. ...*  
ASSISTANT Secretary

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
AUG 30 '74 12 47 PM

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COMMONWEALTH OF PENNSYLVANIA )  
 )SS  
COUNTY OF PHILADELPHIA )

I, PAUL T. MACFARLANE, a Notary Public in and for said Commonwealth and County, do hereby certify that F. J. GASPARI 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 person 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. MacFarlane  
Notary Public  
PAUL T. MACFARLANE  
Notary Public  
My Comm. Expires 12/31/78  
My Comm. No. 123456789  
My Comm. No. 123456789

\_\_\_\_\_)  
 )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 \_\_\_\_\_.

THIS INSTRUMENT PREPARED BY:  
George R. Stevenson  
Room 1444 - 6 Penn Center Plaza  
Philadelphia, Pennsylvania 19104

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ALL THOSE TWO PARCELS of land situate in the City of Chicago, County of Cook and State of Illinois, being parts of the South Half of the Northwest Quarter of Section 12, Township 38 North, Range 13 East, of the 3rd Principal Meridian, separately bounded and described as follows, viz:

ONE THEREOF: COMMENCING at a point on a line drawn parallel with and 392 feet South of the North line of said South Half of the Northwest quarter of Section 12, said parallel line being the center line of West 19th Place (Private Street) and said point being 581.14 feet East of the West line of said Northwest Quarter of Section 12, and said point being the intersection of said parallel line with the Southeasterly line of the Right of Way conveyed to the Indiana Harbor Belt Railroad by Deed recorded October 14, 1927 as Document No. 9808704, and running thence East along said parallel line, a distance of 55.45 feet thence Northeasterly on a curved line, convexed Northeasterly and having a radius of 261.47 feet, a distance of 112.19 feet to a point of tangency with said Southeasterly line of said Right of Way conveyance (said curved line having a long chord of 111.35 feet and said long chord forming an angle of  $52^{\circ} 17' 30''$  from East to Northeasterly with said parallel line); thence Southwesterly along said Right of Way line, being a straight line, a distance of 109.52 feet; thence continuing Southwesterly along said Right of Way line, being a curved line, convexed Northwesterly, tangent to said straight Right of Way line and having a radius of 522.36 feet, a distance of 26.42 feet to the point of beginning.

CONTAINING 1170 square feet, ±.

ANOTHER THEREOF: BEING a strip of land 18.51 feet in width; BEGINNING at a point on a line drawn parallel with and 392 feet South of the North line of said South Half of Northwest Quarter of Section 12, said point being 549.84 feet East of the West line of said Quarter Section; thence East, along said parallel line a distance of 19.12 feet; thence Northwesterly on a curved line convexed Northwesterly and having a radius of 271.37 feet, a distance of 208.94 feet (said curved line having a long chord of 281.05 feet and said long chord forming an angle of  $41^{\circ} 33' 20''$  from East to Northwesterly with said parallel line) to a point of tangency with the Southerly line of the Right of Way conveyed to the Indiana Harbor Belt Railroad by Deed recorded October 14, 1927 as Document No. 9808704; thence Southwesterly along said Southerly Right of Way line, being a straight line, a distance of 37.75 feet; thence Westerly along the Southerly line of said Right of Way, being a curved line, convexed Southerly, tangent to said straight Right of Way line and having a radius of 583.69 feet, a distance of 56.23 feet; thence Southwesterly along a curved line, convexed Northwesterly, concentric with first described curved line and having a radius of 289.73 feet, a distance of 229.06 feet to the point of beginning.

CONTAINING 4,532 square feet, ±.

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COUNTY OF COOK

Mr. D. M. Wies, Manager - Real Estate, Indiana Harbor Belt Railroad Company  
being first duly sworn on oath deposes and says that:

1. Affiant resides at Par. 482 - Chicago Smoak Stas. 60606
2. That he is (agent) (officer) (one of) grantor(s) in a (deed) (lease) dated the 21st day of May 1974 conveying the following described premises:

See Schedule A

3. That the instrument aforesaid is exempt from the provisions of "An Act to Revise the Law in Relation to Plats" approved March 31, 1874, as amended by reason that the instrument constitutes

(a) 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;

(b) 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;

(c) The sale or exchange of parcels of land between owners of adjoining and contiguous land;

(d) The conveyance of parcels of land or interests therein for use as a right of way for railroads or other public utility facilities and other pipe lines which does not involve any new streets or easements of access;

(e) The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;

(f) The conveyance of land for highway or other public purposes or grants of conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use;

(g) Conveyances made to correct descriptions in prior conveyance;

(h) The sale or exchange of parcels or tracts of land following the division into no more than 3 parts of a particular parcel or tract of land existing on July 17, 1950 and not involving any new streets or easements of access.

Further the affiant sayeth not.

D.M. Wies

Subscribed and sworn to  
before me this 26th day  
May 1974

Robert M. Muschell

Notary Public  
U.S.A.  
COOK COUNTY, ILL.

22 833 316

END OF RECORDED DOCUMENT