

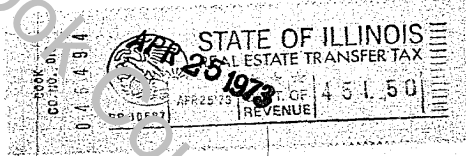
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THIS INDENTURE made this 2nd day of February, 1973, by and between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated the third day of January, 1927, and known as Trust #5978, hereinafter called the Grantor, and TRAMMELL CROW, whose mailing address is 1001 East Touhy Avenue, Des Plaines, Illinois 60018, hereinafter called the Grantee,

WITNESSETH:

That the Grantor in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations to it this day in hand paid CONVEYS and QUITCLAIMS to the Grantee, the heirs or successors and assigns of the said Grantee, the following described real estate situated in the Village of Alsip, in the County of Cook, in the State of Illinois, to-wit:



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RETURN TO BOX 634

ALL THAT TRACT of land, comprised of part of the South half of the Southeast Quarter of the Northeast Quarter, and of part of the South half of the Southwest Quarter of the Northeast Quarter, of Section 28, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which tract of land is bounded and described as follows:

BEGINNING at the point of intersection of the East line of the West 33 feet of said Northeast Quarter of Section 28, with the North line of said South half of the Southwest Quarter of the Northeast Quarter of Section 28, and running thence East, along the North line of said South half of the Southwest Quarter of the Northeast Quarter, and along the North line of said South half of the Southeast Quarter of the Northeast Quarter of Section 28, a distance of 1763.66 feet to an intersection with the West line of the East 884.00 feet of said South half of the Southeast Quarter of the Northeast Quarter of Section 28; thence South, along the West line of the East 884.00 feet aforesaid, a distance of 665.70 feet to an intersection with the South line of said Northeast Quarter of Section 28; thence West, along said South line of the Northeast Quarter of Section 28, a distance of 595.34 feet to a point 1202.05 feet, measured along said South line, East from the Southwest corner of said Northeast Quarter; thence Northwestwardly along the arc of a circle, convex to the Northeast and having a radius of 459.28 feet, a distance of 417.67 feet to a point which is 263.89 feet, measured perpendicularly, North from the South line and 897.03 feet, measured perpendicularly, East from the West line of said Northeast Quarter; thence Westwardly along the arc of a circle, convex to the North and having a radius of 383.07 feet, a distance of 106.44 feet to a point which is 276.53 feet, measured perpendicularly, North from the South line and 791.69 feet, measured perpendicularly, East from the West line, of said Northeast Quarter; thence Westwardly along a straight line, a distance of 125.75 feet to a point which is 274.08 feet, measured perpendicularly, North from the South line and 665.96 feet, measured perpendicularly, East from the West line of said Northeast Quarter; thence Northwestwardly along the arc of a circle, convex to the Southwest and having a radius of 385.20 feet, a distance of 339.84 feet to a point which is 412.73 feet, measured perpendicularly, North from the South line and 367.75 feet, measured perpendicularly, East from the West line of said Northeast Quarter; thence Northwestwardly along a straight line, a distance of 104.73 feet to a point which is 493.20 feet, measured perpendicularly, North from the South line and 300.75 feet, measured perpendicularly, East from the West line of said Northeast Quarter; thence Northwestwardly along the arc of a circle, convex to the Northeast and having a radius of 435.28 feet, a distance of 258.29 feet to a point on the South line of the North 33 feet of said South half of the Southwest Quarter of the Northeast Quarter of Section 28 which is 87.85 feet, measured along said South line, East from the West line of said Northeast Quarter; thence West along the South line of the North 33 feet aforesaid, a distance of 54.85 feet to said East line of the West 33 feet of the Northeast Quarter of Section 28; and thence North along the East line of the West 33 feet aforesaid, a distance of 75.00 feet to the point of beginning.

CONTAINING 17.8045 acres, ±.

SUBJECT, however, to (1) the rights of those lawfully entitled to use so much of said land as is included within the lines of 122nd Street; (2) easements of record or otherwise affecting the parcel of land hereinbefore described; and (3) the state of facts disclosed by survey made by Chicago Guarantee Survey Company, Chicago, Illinois, dated November 30, 1972.

THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement (a) that neither the said Grantor nor Indiana Harbor Belt Railroad Company shall be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of Indiana Harbor Belt Railroad Company 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 Indiana Harbor Belt 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

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Grantor and Indiana Harbor Belt Railroad Company from liability for any such damages; (c) that neither the said Grantor nor Indiana Harbor Belt Railroad Company shall 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 South 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 onto or upon the remaining land of the Indiana Harbor Belt Railroad Company or onto or upon any part thereof; (d) that in the event the tracks of the railroad of Indiana Harbor Belt 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 from Grantor or Indiana Harbor Belt Railroad Company 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; and (e) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the said Grantor.

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.

The Continental Illinois National Bank and Trust Company of Chicago executes this deed solely in its capacity as Trustee under Trust Agreement known as Trust #5978 and not in its individual capacity, and is not to be held liable in its individual capacity in any way by reason of the execution of this instrument.

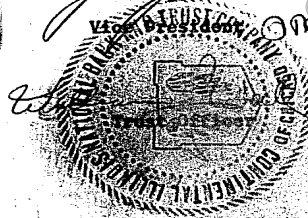
THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this Instrument so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the 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 Trust Officer, the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AFORESAID, AND NOT INDIVIDUALLY
By:

[Handwritten Signature]

Attest:



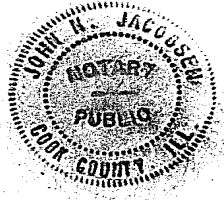
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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, John A. Jacobsen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that FRANK M. WRIGHT, JR., Vice President of Continental Illinois National Bank and Trust Company of Chicago, and WILLIAM J. WALL, Trust Officer of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such Vice President and Trust Officer, 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 Association for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he as Custodian of the Corporate Seal of said Association, did affix the Corporate Seal of said Association to said Instrument, as his own free and voluntary act and as the free and voluntary act of said Association for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of February 1973.



John A. Jacobsen
Notary Public

MY COMMISSION EXPIRES FEBRUARY 10, 1973

Proprietary County Clerk's Office

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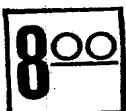
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Shirley R. Olson



Property of Cook County Clerk's Office

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CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY,
OF CHICAGO,

Trustee for
INDIANA HARBOR BELT RAILROAD COMPANY

-CO-

TRAMBELL CROW

Land situated in the Village of
Alsip, Cook County, Illinois.

Descep: *COB*
Compt: *Grant*

Map
PKG.

Prepared *Grant*
Checked *MM*
Approved

Drawer
BOX

END OF RECORDED DOCUMENT