

28-45-287

This Indenture Witnesseth, That the Grantor

MARIE J. COSTIGAN, a spinster 23 319 752

of the County of Cook and State of Illinois for and in consideration of _____ Dollars, and other good and valuable considerations in hand paid, Conveyed and Warranted unto the CHICAGO CITY BANK AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement dated the 3rd day of July 1975 known as Trust Number 10062

the following described real estate in the County of Cook and State of Illinois, to-wit:

As per Exhibit A attached hereto and make a part hereof.

Exempt under provisions of Paragraph (B), Section 4, Real Estate Transfer Act.

4/28/75 Date
 [Signature] Buyer, Seller or Representative

THIS INSTRUMENT WAS PREPARED BY ADDRESS OF
 CHICAGO CITY BANK & TRUST CO.
 815 W. 53rd STREET CHICAGO, ILL. 60621

BY [Signature]

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof, to lease or sublease in trust and to grant to such successor or successors in trust all of the title, estate, powers and authority vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber, said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise to exceed 10 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change, modify, lease and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respect to the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder, and (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other dispositions of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waived and released any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid be it hereto set her hand and seal this

14th day of November 1975 AUG 14 1975

(SEAL)

(SEAL)

(SEAL)

(SEAL)

SCHEDULE "A"

ALL THOSE TWO parcels of land, with the buildings and improvements thereon erected, situate in the City of Chicago, County of Cook and State of Illinois, separately bounded and described as follows, viz:

PARCEL 1

BEING the East 660 feet of the South 538 feet (except the East 50 feet thereof and except the South 83 feet thereof) of the Southeast Fractional Quarter of Fractional Section 26, Township 37 North, Range 14, East of the Third Principal Meridian.

SAID Parcel 1 of land herein described contains 6.372 acres, more or less.

PARCEL 2

BEING that part of the Southwest Quarter (West of the Calumet River) of Section 25, Township 37 North, Range 14, East of the Third Principal Meridian, lying West of The United States Channel Line established by Survey in the year 1911 by the United States Engineer Department of Chicago, Illinois and West of a Sub line described as follows:

BEGINNING at a point on the South Line of said Southwest Quarter of Section 25, said point being 1437.07 Feet East of the Southwest corner of said Quarter Section and said point being at the intersection of a line parallel with and 30 feet Westerly of (measured as right angles thereto) said United States Channel Line;

THENCE North 16° 30' 31.5" East along said parallel line a distance of 598.10 feet to an intersection with said United States Channel Line; Thence Northerly along the said United States Channel Line, said Channel Line forming an angle of 27° 0' to the Left with the prolongation of said parallel line, a distance of 169.92 feet; Thence Northwesterly along a line forming an angle of 61° 0' to the Left with the prolongation of said Channel Line, a distance of 1101.00 feet; thence Southwesterly on a line forming an angle of 68° 52' 11.5" to the Left with prolongation of last described course, a distance of 189.24 feet; thence Southwesterly on a curved line to the right, said curved line being tangent to the last described course, and having a radius of 1482.69 feet, a distance of 554.01 feet (arc) to an intersection with the West line of said Southwest Quarter of Section 25; thence South along said West line of said Quarter Section, a distance of 733.92 feet to said South line of the Southwest Quarter of Section 25; thence East along said South line of the Quarter Section, a distance of 1437.07 feet to the place of beginning (excepting therefrom the West 50 feet and the South 33 feet).

SAID Parcel 2 of land herein described contains 31.924 acres, more or less.

ALSO all the right, title and interest of the said Grantor of, in and to the muds, flats and land under the waters of the Calumet River abutting Parcel 2 hereinbefore described and extending as far into the said River as such right, title and interest extends or should extend by law or custom and all riparian rights appertaining thereto.

*lying West of said United State Channel Line and lying East of the cutline as described in Parcel 2 and

RESERVING, however, unto the said Grantor and the successors and assigns of the said Grantor, for the use and benefit of Penn Central Transportation Company, its successors and assigns, an easement over and across a portion of Parcel 2 hereinbefore described, for the maintenance, repair, renewal, operation and use of the existing railroad sidetrack and appurtenant devices and facilities in connection with the same for so long as may be required by Penn Central Transportation Company, its successors and assigns, in connection with the operation of its railroad, together with the free and uninterrupted right, liberty and privilege of passing at all times hereafter over and upon the same with or without locomotives, freight or other cars, for the purpose of serving Chicago Port Authority, the said portion being more particularly described as follows:

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12-9-75 Described off-map by 12-3-397

SCHEDULE "A" (continued)

ALL THAT strip or parcel of land situate as aforesaid, being that part of the Southwest Quarter (West of the Calumet River) of Section 25, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows: A strip of land 25 feet wide lying 12.50 feet on each side of a centerline of existing railroad track, (Bounded on the West by the existing East right of way line of Stoney Island Avenue and on the East by a cut line described as follows:

BEGINNING at a point on the South Line of said Southwest Quarter of Section 25, said point being 1477.02 feet East of the Southwest corner of said Quarter Section and said point being at the intersection of a line parallel with and 30 feet West-erly of (measured at right angles thereto) the United States Channel Line established by Survey in the year 1911 by the United States Engineer Department of Chicago, Illinois), said centerline described as follows:

BEGINNING at a point on said existing East right of way line of Stoney Island Avenue, said point of beginning being 616.62 feet North of the intersection of said existing East right of way line of Stoney Island Avenue and the existing North right of way line of 130th Street as measured along said existing East right of way line of Stoney Island Avenue;

THENCE South 82° 09' 02" East along said centerline of existing railroad track for a distance of 94.61 feet to a point of curvature; thence easterly along said centerline of existing railroad track, being a curve, concave to the South, having a radius of 591.34 feet for a distance of 160.19 feet to a point of tangency; thence South 66° 37' 45" East along said centerline of existing railroad track for a distance of 260.10 feet to a point of curvature; thence easterly along said centerline of existing railroad track being a curve, concave to the North, having a radius of 222.00 feet to a point of tangency; thence North 80° 08' 06" East along said centerline of existing railroad track for a distance of 164.11 feet to a point of curvature; thence easterly along said centerline of existing railroad track being a curve, concave to the South, having a radius of 439.76 feet for a distance of 231.39 feet to a point of tangency; thence South 69° 43' 01" East along said centerline of existing railroad track for a distance of 80.03 feet to a point of curvature; thence Southeasterly along said centerline of existing railroad track being a curve, concave to the Southwest, having a radius of 245.04 feet for a distance of 155.20 feet to a point of tangency; thence South 75° 25' 39" East along said centerline of existing railroad track for a distance of 107.63 feet to a point of curvature; thence southerly along said centerline of existing railroad track, being a curve, concave to the West, having a radius of 186.32 feet for a distance of 60.01 feet to a point of tangency; thence South 14° 39' 55" East along said centerline of existing railroad track for a distance of 24.38 feet to a point on said cut line, said point being 146.00 feet North of the intersection of said cut line and said existing north right of way line of 130th Street as measured along said cut line.

BASIS of bearings: Assumed South Line of Section 25, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, to be 90° 00' 00" East.

SUBJECT, however, to the state of facts disclosed by Survey made by Walter A. Bollinger, Illinois Registered Land Surveyor, of Oakbrook, Illinois, dated June 12, 1971.

Examined and approved by me

28-45-287

23 319 752

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COOK

1975 DEC 10 AM 10 23

DEC-10-75 109276 • 23319752 • A — Rec
The Undersigned

7.01

a Notary Public in and for said County, in the State aforesaid, do hereby certify that
MARIE J. COSTIGAN, a spinster

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
she signed, sealed and delivered the said instrument as her free and
voluntary act, for the uses and purposes therein set forth, including the right and waiver
of the right of homestead.

GIVEN under my hand and notarial seal this

November A. D. 1975



7.01

23319752

Do Not Deliver

RETURN TO
Transfer Desk

1223397

BOX 978

TRUST NO.

Beed in Trust
WARRANTY DEED

Dec 10 10 20 AM '75

2845287

TO
CHICAGO CITY BANK AND
TRUST COMPANY
TRUSTEE

TAUSSIG, WEXLER AND SHAW, LTD.
180 N. LA SALLE ST. SUITE 3225
CHICAGO, ILLINOIS 60601

CHICAGO TITLE INS. CO.
63-29-215C

END OF RECORDED DOCUMENT