

UNOFFICIAL COPY



TRUSTEE'S DEED

24 457 332 24 439 390

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INSTRUMENT made this 1st day of May 1978, between CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois, as Trustee under the provisions of a trust agreement first duly recorded and delivered to said company in pursuance of a trust agreement first made on the 1st day of December 1972 and known as Trust Number 61091 between said company and Ford Motor Company, a Delaware Corporation, having an office at the American Road, Dearborn, Michigan, 48121.

That said party of the first part, in consideration of the sum of _____ DOLLARS, and other good and valuable considerations in hand paid, does hereby convey and quitclaim unto said party of the second part, the following described real estate, situated in Cook County, Illinois, to-wit:

SEE ATTACHED RIDER MARKED EXHIBIT 1 CONSISTING OF PARCELS B and C WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN, together with all strips and gores of land adjoining the parcels of land described in this Exhibit 1. Together with all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way pertaining to the land described in this Exhibit 1.

THIS INSTRUMENT IS FILED BY _____ Date _____

Real Estate Transfer Tax Act.

Buyer, Seller or Representative

together with the tenements and appurtenances thereunto belonging TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party SUBJECT TO:

1. The lien of ad valorem real estate taxes not yet due and delinquent.
2. Reservations and easements set forth in deed from Allied Chemical Corporation to Chicago Title and Trust Company as Trustee under a Trust Agreement dated December 1, 1972 known as Trust No. 61091 and recorded on December 8, 1972 as document No. 22141919.
3. Railroad right of way. AND 4. Any state of facts which an accurate survey would show.

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 trustee hereby certifies that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes herein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid.

By *Thomas Lyons* Assistant Vice-President

Attest *Patrice Cicciu* Assistant Secretary

I HEREBY DECLARE THAT THE ATTACHED DEED REPRESENTS A TRANSACTION EXEMPT FROM TAXATION UNDER THE CHICAGO TRANSACTION TAX ORDINANCE.

STATE OF ILLINOIS, BY PARAGRAPH (S) 2 OF SECTION 206-1-2B6 OF SAID ORDINANCE COUNTY OF COOK



I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 Company for the uses and purposes herein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal MAY 2 1978

Monica Sanders Notary Public

DE L I V E R Y

NAME FORD MOTOR COMPANY

STREET THE AMERICAN ROAD - Rm. 1135

CITY DEARBORN, Michigan 48121

ATTN: GEORGE KIROOS, ATTY.

FOR INFORMATION ONLY INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE:

THIS INSTRUMENT WAS PREPARED BY:

111 West Washington Street Chicago, Illinois 60602

INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER BOX 533

F. 154 R. 2/77 TRUSTEE'S DEED (Recorder's) - Non-Joint Tenancy

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE

260

260.00

Section 4

COOK CO. NO. 016 6146



STATE OF ILLINOIS REAL ESTATE TRANSFER TAX DEPT. OF REVENUE

24 439 390

24 457 332

Property of Chicago Title and Trust Company

65 97 88 2

AT 238 26 59

25-25-401-008

The Grantor further conveys and quitclaims unto the Grantee, its successors and assigns a non-exclusive easement over the property described as Parcel D on Exhibit 2 annexed hereto and made a part hereof for use by the Grantee, its successors and assigns, as a right of way for access by pedestrians and vehicles and for all ordinary purposes of ingress and egress from the premises described as Parcel B and Parcel C on Exhibit 1 annexed hereto to East 130th Street, and for all utility, sewer and drainage purposes to serve Grantee's other property located south of said Parcel D, together with the right to construct, maintain, remove and replace all improvements on said Parcel D necessary for such uses, subject, however, to the reservation by the Grantor of a concurrent, non-exclusive easement for the benefit of the adjacent property retained by the Grantor.

Excepting and reserving unto the Grantor the following easements in favor of the adjacent property being retained by the Grantor:

(a) A non-exclusive easement over the premises described as Parcel C on Exhibit 1 annexed hereto and made part hereof, for use by the Grantor, its successors and assigns as a right of way for access by pedestrians and vehicles and for all ordinary purposes of ingress and egress from the adjacent property being retained by the Grantor and East 130th Street, and for use and maintenance by the Grantor, its successors and assigns, of the railroad tracks now existing on said Parcel C and any and all replacements thereof.

Grantee agrees, at its own cost and expense to construct a road over said Parcel C for use by Grantee, Grantor, their respective successors and assigns, and all others entitled to the use thereof. Grantee further agrees, at its own cost and expense to maintain such road in good order and condition.

(b) An easement over that portion of Parcel B described in Schedule A annexed hereto and made part hereof, for the use and maintenance by the Grantor, its successors and assigns of the railroad tracks and railroad scale now existing thereon and any and all replacements thereof.

24 457 332

24 439 390

UNOFFICIAL COPY

The easement described in this subdivision (b) shall be subject to the following terms and conditions:

(1) The Grantor, its successors and assigns, shall have the right to enter upon the Easement Premises for the continued use by railroad cars upon such railroad tracks and the continued use of such scale and any replacements thereof, and for the purpose of repairing and maintaining the same.

(2) All activities, operations or work performed by Grantor, its agents, employees and contractors, on or about the Easement Premises shall be conducted so as not to unreasonably interfere with the use of the said Premises by Grantee, and upon the termination and completion of such activities, operations or work, Grantor shall, at its own cost and expense, promptly remove from the said Premises all property, debris, surplus earth, materials and/or equipment, and shall restore the said Premises to the condition in which they were prior to such activities, operations or work.

(3) Grantor shall in the use of such easement adhere to and comply with all laws, ordinances, rules, regulations and orders applicable to such activities, operations and work.

(4) Such easement is granted subject to the existing rights, if any, of third persons and subject to the rights of the Grantee, its successors and assigns, to use the Easement Premises for such purposes as will not interfere with the use thereof by the Grantor in accordance with the provisions of paragraph 1 hereof.

(5) Grantee, upon 60 days written notice to Grantor, its successors or assigns, sent by registered mail, may relocate the said railroad tracks and railroad scale from the Easement Premises to an area in the vicinity of the Easement Premises, provided such area shall have been approved in writing by the Grantor, which approval shall not be unreasonably withheld. Any such relocation shall be accomplished at no expense to Grantor,

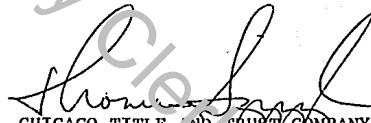
24, 457 332 24 439 390

UNOFFICIAL COPY

and Grantee shall not unreasonably interfere with the use by Grantor of such easement. In the event of such relocation, Grantee shall execute and deliver in recordable form an easement in favor of Grantor covering such relocated area on substantially similar terms to those contained in this subdivision (b).

(6) In the event the easement described in this subdivision (b) shall be discontinued at any time hereafter, either by reason of a surrender thereof by Grantor, its successors or assigns, or by reason of the relocation thereof by Grantor, or for any other reason, Grantee shall pay to Grantor the sum of \$11,880.00 as and for an addition to the purchase price for the property conveyed by this deed.

The easements and reservations set forth in this deed shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.


CHICAGO TITLE AND TRUST COMPANY
THOMAS V. SZYMCHAK
ASSISTANT VICE PRESIDENT

24 439 390
24 457 332

UNOFFICIAL COPY

SCHEDULE A

An easement for a railroad track in, over, and across land, within the Southeast Quarter of Section 25, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois: the center line of said railroad track being described as follows:

Commencing at the north line of East 130th Street, said north line being located 50 feet north of and parallel with the south line of the Southeast Quarter of Section 25, at a point 25.00 feet west of the east line of the West half of the Southeast Quarter of Section 15;

thence North 00 Degrees, 09 Minutes, 40 Seconds East along a line being 25 feet, measured perpendicularly, west from and parallel with the east line of the West half of the Southeast Quarter of the Southeast Quarter of Section 25, a distance of 20.56 feet;

thence North 44 Degrees, 00 Minutes, 50 Seconds West a distance of 255.40 feet to a point of curve;

thence Northwestwardly, along the arc of a circle, convex to the southwest and having a radius of 2122 feet, a distance of 449.28 feet to an intersection with the north line of the south 614 feet of the Southeast Quarter of Section 25 and the point of beginning of the center line of the railroad track.

thence along the center line of the railroad track the following four courses and distances:

Northwestwardly along the arc of a circle, convex to the southwest and having a radius of 410.275 feet, a distance of 57.55 feet to a point of tangent;

thence North 60 Degrees, 15 Minutes, 20 Seconds West 187.22 feet to a point of curve;

thence Northwestwardly along the arc of a circle, convex to the southwest and having a radius of 410.275 feet, a distance of 211.54 feet to a point of tangent;

thence North 89 Degrees, 47 Minutes, 50 Seconds West 195.85 feet to the east line of the west 905 feet of the Southeast Quarter of Section 25 and terminating therein.

PLANT ENGINEERING OFFICE
MARCH 13, 1978

24 439 390

24 457 332

UNOFFICIAL COPY

Property

EXHIBIT 1

PARCEL 3:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 905.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, WITH THE NORTH LINE OF THE SOUTH 614.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, AND RUNNING THENCE NORTH 00 DEGREES 14 MINUTES 10 SECONDS EAST ALONG THE EAST LINE OF THE WEST 905.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 666.34 FEET TO AN INTERSECTION WITH A LINE DISTANT 1280.34 FEET; NORTH FROM THE SOUTH LINE OF SAID SECTION 25; THENCE SOUTH 89 DEGREES, 45 MINUTES 50 SECONDS EAST ALONG THE LINE PARALLEL WITH AND 1280.34 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 327.55 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE PROPERTY CONVEYED BY ALLIED CHEMICAL CORPORATION TO THE UNITED STATES OF AMERICA BY DEED DATED JUNE 27, 1967 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JULY 5, 1967 AS DOCUMENT NO. 20186161; THENCE SOUTHWESTWARDLY ALONG SAID WESTERLY LINE AND ALONG THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 2122 FEET, A DISTANCE OF 723.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 614.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25; AND THENCE NORTH 89 DEGREES 45 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 614.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 601.46 FEET TO THE POINT OF BEGINNING, CONTAINING 294,706 SQUARE FEET (6.7655 ACRES) OF LAND, MORE OR LESS.

24439390

24457332

City's Office

Property of

EXHIBIT 1

PARCEL C:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING ON THE NORTH LINE OF EAST 130TH STREET, SAID NORTH LINE BEING 50 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 25, AT A POINT 25.00 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 25 AND RUNNING THENCE NORTH 00 DEGREES 09 MINUTES 40 SECONDS EAST ALONG A LINE BEING 25 FEET, MEASURED PERPENDICULARLY WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 28.56 FEET; THENCE NORTH 44 DEGREES 00 MINUTES 50 SECONDS WEST A DISTANCE OF 162.51 FEET TO THE MOST SOUTHERLY CORNER OF THE PROPERTY CONVEYED BY ALLIED CHEMICAL CORPORATION TO THE UNITED STATES OF AMERICA BY DEED DATED JUNE 27, 1967 AND RECORDED IN SAID RECORDER'S OFFICE JULY 5, 1967 AS DOCUMENT NO. 20186161; THENCE NORTH 44 DEGREES 00 MINUTES 50 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED PROPERTY CONVEYED TO THE UNITED STATES OF AMERICA, A DISTANCE OF 92.89 FEET TO A POINT OF CURVE; THENCE NORTHWESTWARDLY, CONTINUING ALONG SAID SOUTHWESTERLY PROPERTY LINE, AND ALONG THE ARC OF A CIRCLE, CONVEX TO THE SOUTH WEST AND HAVING A RADIUS OF 2122 FEET, A DISTANCE OF 449.28 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 614 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25; THENCE NORTH 89 DEGREES 45 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 614 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 58.77 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCLE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 2172 FEET, SAID ARC OF THE CIRCLE BEING LOCATED 50 FEET MEASURED PERPENDICULARLY SOUTHWESTERLY FROM AND CONCENTRIC WITH SAID SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 20186161; THENCE SOUTHEASTWARDLY ALONG THE ARC OF SAID LAST DESCRIBED CIRCLE, A DISTANCE OF 491.12 FEET TO A POINT OF TANGENT; thence SOUTH 44 DEGREES 00 MINUTES 50 SECONDS EAST, A DISTANCE OF 235.11 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 40 SECONDS WEST, A DISTANCE OF 8.21 FEET TO AN INTERSECTION WITH SAID NORTH LINE OF EAST 130th STREET; AND THENCE SOUTH 89 DEGREES 45 MINUTES 50 SECONDS EAST ALONG SAID NORTH LINE OF EAST 130TH STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; CONTAINING 36,692 SQUARE FEET (0.8423 ACRES) OF LAND, MORE OR LESS.

24459390

24457332

Property of

EXHIBIT 2

PARCEL D.

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2, AS CREATED BY DEED FROM _____ TO _____ DATED _____ AND RECORDED _____ AS DOCUMENT _____ FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 905.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, WITH THE NORTH LINE OF THE SOUTH 614.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, AND RUNNING THENCE SOUTH 89 DEGREES 45 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTH 614.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 542.69 FEET TO AN INTERSECTION WITH A LINE LOCATED 50 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM AND CONCENTRIC WITH THE WESTERLY LINE OF THE PROPERTY CONVEYED BY ALLIED CHEMICAL CORPORATION TO THE UNITED STATES OF AMERICA BY DEED DATED JUNE 27, 1967 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, JULY 5, 1967 AS DOCUMENT NO. 20186161; THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTH EAST, HAVING A RADIUS OF 2172 FEET, SAID ARC OF THE CIRCLE BEING LOCATED 50 FEET, MEASURED PERPENDICULARLY, SOUTHWESTERLY FROM AND CONCENTRIC WITH SAID SOUTHWESTERLY LINE OF SAID PROPERTY CONVEYED BY SAID DEED RECORDED AS DOCUMENT NO. 20186161, A DISTANCE OF 59.01 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 564 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25; THENCE NORTH 89 DEGREES 45 MINUTES 50 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTH 564 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 574.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 905.00 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25; AND THENCE NORTH ALONG SAID EAST LINE OF THE WEST 905 FEET OF SAID SOUTH EAST 1/4 OF SECTION 25, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; CONTAINING 27,910 SQUARE FEET (0.6407 ACRES) OF LAND, MORE OR LESS.

24439390

24457332

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Alleston D. Marshall, being duly sworn on oath, states that he resides, at No East 81st St. New York, NY, 10028. That the attached deed is not in violation of Section 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;
-OR-
the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.
2. 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.
3. 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.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or Conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyance.
9. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land.
10. The sale or exchange of parcels or tracts of land following the division into no more than 2 parts of a particular parcel or tract of land existing on July 17, 1959 and not involving any new streets or easements of access.

24 439 390

24 457 332

Further the affiant sayeth not.

Subscribed and sworn to before me this 1st day of May, 1979
Nettie Rothstein
NETTIE ROTHSTEIN
Notary Public, State of New York
No. 24-339250
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

AD Marshall

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD
MAY 9 '78 2 45 PM

COOK COUNTY, ILLINOIS
FILED FOR RECORD
MAY 22 11 03 AM '78

RECORDED OF DEEDS
* 24439390

RECORDED OF DEEDS
* 24457332

END OF RECORDED DOCUMENT