

UNOFFICIAL COPY

OFFICIAL BUSINESS OF THE
VILLAGE OF FRANKLIN PARK
R. Burke Kinnaird
Village Attorney

24937824 DEED

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 Eighty-two thousand three hundred and ninety-eight Dollars (\$82,398.00) and pursuant to the authority given by the Board of Directors of the Indiana Harbor Belt Railroad Company, the said Grantor conveys and quitclaims unto THE VILLAGE OF FRANKLIN PARK, a municipal corporation of the State of Illinois, with a mailing address of 9545 West Belmont Avenue, Franklin Park, Illinois 60131, hereinafter referred to as the Grantee, all its right, title and interest of, in and to

ALL THOSE FIVE CERTAIN parcels of land situate in the Village of Franklin Park, County of Cook and State of Illinois, separately bounded and described in accordance with a survey and plan prepared by Chicago Guarantee Survey Company, Registered Land Surveyor Corporation No. 1 of the State of Illinois dated September 20, 1976, as follows:

PARCEL I That part of the Southwest 1/4, 36 feet of Lot "G", which lies Southeasterly of a Northward extension of the East line of Lot 7, in Block 51 in the Third Addition to Franklin Park, situated in the East half of the Southwest quarter of Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

CONTAINING 5,789 square feet (0.133 acres) of land, more or less.

PARCEL II The Southwesterly 36 feet of Lot "F" in Block 16 in the Third Addition to Franklin Park in Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

CONTAINING 23,354 square feet (0.536 acres) of land, more or less.

PARCEL III The Southwesterly 36 feet of Lot "E" in Block 15 in the Third Addition to Franklin Park in Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

CONTAINING 23,354 square feet (0.536 acres) of land, more or less.

PARCEL IV The Southwesterly 36 feet of Lot "C" in Block 19 in Frank N. Gages Addition to Franklin Park, a Subdivision in the Southeast quarter of the Southeast quarter of Section 21, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois.

CONTAINING 17,143 square feet (0.394 acres) of land, more or less.

Exempt under provisions of Paragraph B, Section 4,
Real Estate Transfer Tax Act.
R. Burke Kinnaird
Buyer, Seller of Representative
April 27, 1977
DATE

24937824

NO CHARGE
WILL CALL

PARCEL V That part of Lots 1 and 2 in Block 2, in the First Addition to Franklin Park, being a Subdivision of that part of the East half of the North-east quarter of Section 28, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of Grand Avenue, except the right of way of the Chicago, Milwaukee & St. Paul Railway Company, said part lying North-easterly of the following described line, Beginning at a point on the East line of said Lot 1, which point is 21.14 feet South of the Northeast Corner and running thence Northwesterly to the Northwest corner of said Lot 2, all in Cook County, Illinois.

CONTAINING 528 square feet (0.012 acres) of land, more or less.

SUBJECT, however, to any easements or agreements of record or otherwise, and any easements which may be disclosed on the aforementioned survey plan and to any other pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the herein described parcels of land, together with the right to maintain, repair, renew, replace, use and remove same.

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

- (a) that in the event the tracks of the railroad of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over 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, 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;
- (b) that Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of 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.

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(c) that Grantee shall not have or assert 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 Grantee hereby expressly releases Grantor from liability for any such damages;

(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.

(e) that Grantee shall, at its sole cost and expense, construct and forever maintain a fence of suitable height and strength along the Northerly sale boundary line to protect other abutting railroad property; the fence to be constructed no later than ninety (90) days following delivery of Deed.

(f) that Grantor shall have the right to remove all of its track and other track materials located on the hereindescribed parcels of land; said track removal is to be completed at Grantor's expense, no later than ninety (90) days following delivery of Deed.

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, the said Grantor has caused its corporate seal to be hereunto affixed and has caused its name to be signed to these presents by Richard B. Hasselman, its President and attested by V. P. DiGiannantonio, its Assistant Secretary this *20th* day of *August* A. D. 1978.

SEALED and DELIVERED
in the presence of us:

INDIANA HARBOR BELT RAILROAD COMPANY
By:

[Signature]

Richard B. Hasselman
(Richard B. Hasselman - President)

[Signature]

Attest:
V. P. DiGiannantonio
(V. P. DiGiannantonio - Assistant Secretary)

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COMMONWEALTH OF PENNSYLVANIA)
: SS
COUNTY OF PHILADELPHIA)

I, Francis C. Flynn, a Notary Public in and for said Commonwealth and County, do hereby certify that Richard B. Hasselman personally known to me to be the President of INDIANA HARBOR BELT RAILROAD COMPANY, and V. P. DiGiannantonio personally known to me to be the Assistant 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 they, as such President and Assistant Secretary, signed and delivered the said Instrument as President 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 *August*
A. D. 1978.

Francis C. Flynn
Notary Public



FRANCIS C. FLYNN
Notary Public, Philadelphia, Philadelphia, Pa.
My Commission Expires July 2, 1979

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INDIANA HARBOR BELT RAILROAD COMPANY

-to-

THE VILLAGE OF FRANKLIN PARK

THIS INSTRUMENT PREPARED BY:
Francis C. Flynn
Consolidated Rail Corporation
901 - 1528 Walnut Street
Philadelphia, Pa. 19102

Land situate in the Village of
Franklin Park, Cook County, Illinois.

MAIL TO:

KINNAIRD AND KINNAIRD
ATTORNEYS AT LAW
877 WEST WASHINGTON ST.-SUITE 1404
CHICAGO, ILLINOIS 60602

Prepared *by hand*
Checked
Approved *[Signature]*

Drawer
Map
BOX
PKG.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

PLAT ACT AFFIDAVIT

R. BURKE KINNAIRD, being duly sworn on oath, states that he resides at 77 West Washington Street, Chicago, Illinois 60602. That the attached deed is not in violation of Paragraph 1 of Chapter 109 of the Illinois Revised Statutes for one of the following reasons:

A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.

-OR-

B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1:

1. The division or subdivision of land into parcels or tracts of five (5) acres or more in size which does not involve any new streets or easements of access;
2. The division of lots or blocks of less than one (1) acre in any recorded subdivision which does not involve any new streets or easements of access;
3. The sale or exchange of parcels of land between owners of adjoining and contiguous land;
4. The conveyance of parcels of land or interest 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;
5. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
6. 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;
7. Conveyances made to correct descriptions in prior conveyances;
8. The sale or exchange of parcels or tracts of land following the division into no more than two (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;
9. The sale of a single lot of less than five (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, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

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CIRCLE NUMBER AND/OR LETTER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

Affiant further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.

SUBSCRIBED and SWORN to before me this 24th day of April, 1974.

R. Burke Kinnaird
Affiant

Thomas Ryan
Notary Public
COOK COUNTY, ILL.

END OF RECORDED DOCUMENT