

# UNOFFICIAL COPY

25820544

THIS INDENTURE WITNESSETH, that THE INDIANA HARBOR BELT RAILROAD COMPANY, a Corporation of the State of Indiana, having an office at Union Station, Chicago, Illinois 60606, hereinafter referred to as the Grantor, for and in consideration of SIXTY-FIVE THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS (\$65,492.00) and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto VILLAGE OF FRANKLIN PARK, a municipal Corporation of the State of Illinois, having an office at 9545 Belmont Avenue Franklin Park, Illinois 60131, hereinafter referred to as the Grantee, all the right, title and interest of the said Grantor, of, in and to the following described real estate:

PARCEL "A"

The Southwesterly 36 feet of Lot "B", in Block 7, in Franklin Park, a subdivision of part of the West half of the Northwest Quarter of Section 27, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, containing 23,373 square feet (0.537 acres) of land, more or less.

PARCEL "B"

That part of the Southwesterly 36 feet of Lot "A", in Block 6, in Franklin Park, a subdivision of part of the West half of the Northwest Quarter of Section 27, Township 40 North, Range 12 East of the Third Principal Meridian, Cook County, Illinois, bounded and described as follows:

BEGINNING at the Southwesterly corner of said Lot "A" and running thence Southeastwardly along the Southwesterly line of said Lot "A", a distance of 232.26 feet to an intersection with a Northwestwardly extension of a straight line described as follows: Beginning at a point on the West line of Lot 11, in said Block 6, which point is 70 feet south from the Northwest corner of said Lot 11 and running thence, Northwestwardly to the Northwest corner of Lot 15, in said Block 6, thence Northwestwardly along a straight line, a distance of 108.44 feet to a point on the Northeasterly line of the Southwesterly 36 feet of Lot "A", distant 145.45 feet Southeasterly from the point of intersection of said Northeasterly line of the Southwesterly 36 feet of Lot "A" with the West line of said Lot "A"; thence northwardly along said Northeasterly line of the Southwesterly 36 feet of Lot "A", said distance of 145.45 feet to said intersection with the West line of Lot "A"; and thence South along said West line of Lot "A", a distance of 39.19 feet to the point of beginning.

CONTAINING, 6799 square feet (0.1561 acres) of land, more or less.

SUBJECT, however, to any easements or agreements of record or otherwise, 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 conveyed premises, together with the right to main-

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

2/27/81  
DATE  
Buyer, Seller or Representative

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NO CHARGE  
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tain, repair, renew, replace, use and remove same.

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

(a) 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;

(b) 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, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatever 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 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; and

(d) that should a claim adverse to the title hereby quit-claimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

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, said Grantor has caused its corporate

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seal to be hereto affixed and has caused its name to be signed to these presents by its President, and attested by its Assistant Secretary, this 20th day of December A. D. 1980.

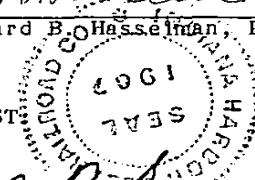
SEALED AND DELIVERED  
in the presence of us:

INDIANA HARBOR BELT RAILROAD COMPANY  
By:

Carol A. [Signature]

[Signature]  
Richard B. Hasselman, President

ATTEST



[Signature]  
BENJAMIN HARDER

[Signature]  
Assistant Secretary

V. P. DIGIANNANTONIO

PENNSYLVANIA )  
STATE OF ~~INDIANA~~ ) ss  
COUNTY OF PHILADELPHIA )

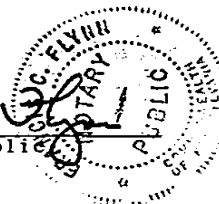
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I, Francis G. Flynn, a Notary Public in and for said State and County, do hereby certify that Richard B. Hasselman, personally known to me to be the President of INDIANA HARBOR BELT RAILROAD COMPANY, and V. P. DIGIANNANTONIO personally known to me 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 as such President and Assistant Secretary, they signed and delivered the said Instrument as President and Assistant Secretary of said Corporation and caused the 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 *2nd* day of *December* A. D. 1980.

*Francis C. Flynn*  
Notary Public



FRANCIS C. FLYNN  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires July 2, 1983

THIS INSTRUMENT PREPARED BY:

Diana A. Rizzo  
Consolidated Rail Corporation  
Ninth Floor, 1528 Walnut Street  
Philadelphia, Pennsylvania 19102

jrd

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

## PLAT ACT AFFIDAVIT

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

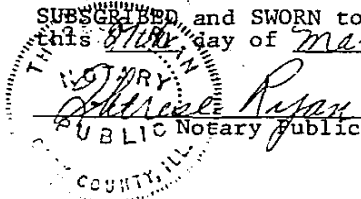
- A. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed.
- OR-
- B. The conveyance falls in one of the following exemptions enumerated in said Paragraph 1:
    1. The division or subdivision of land into parcels or tracts of five (5) acres or more 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 8th day of March, 1981.



R. Burke Kinnaird  
Affiant

Village Attorney for the  
Village of Franklin Park

KINNAIRD AND KINNAIRD  
ATTORNEYS AT LAW  
77 WEST WASHINGTON STREET, CHICAGO, ILLINOIS 60602

**END OF RECORDED DOCUMENT**