

UNOFFICIAL COPY

THIS INDENTURE Witnesseth that the Grantor, THE ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, for and in consideration of the sum of EIGHTY EIGHT THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 (\$88,500.00) Dollars in hand paid, and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, *IRVING A. PORTER*

all its right, title, interest and claim in and to the following described lands and property situated in the County of Cook and State of Illinois, to-wit:

A parcel of land located in the West Half of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 18, Township 39 North, Range 12 East of the Third Principal Meridian in Hillside, Cook County, Illinois, more particularly described as follows:

Commencing at the intersection of the East line of the Northeast Quarter of said Section 18 and a line that lies parallel to and 93 feet southwesterly from the centerline of the Illinois Central Gulf Railroad Company's Freeport District main track; thence northwesterly, along said parallel line, being the Northeastly line of 60 foot wide Railroad Avenue, 3122 feet to the Point of Beginning, said point being the Southwest corner of that real estate acquired by the Chicago, Madison and Northern Railroad Company, an early predecessor of Grantor, from Irving A. Porter, et ux, by deed dated March 10, 1891 (recorded in Book 3423 at Page 185); thence North, along a line that lies parallel to said East line of said Northeast Quarter, 72 feet, more or less, to a line that lies parallel to and 25 feet southwesterly from the centerline of said main track; thence southeasterly, along the last said parallel line, 910 feet, more or less, to the northwesterly line of the Eisenhower Expressway; thence southwesterly, along said Northwesterly line, 101 feet, more or less, to said line that lies parallel to and 93 feet southwesterly from the centerline of said main track; thence northwesterly, along the last said parallel line, 835 feet, more or less, to the point of beginning.

Grantor reserves for itself, its successors and assigns, its trackage and an easement 20 feet in width being 10 feet in width on each side of the centerline of its S&H spur track as now located on, over and across the subject premises, with the right to use, operate over, and replace or remove railroad tracks and appurtenances thereto, together with all reasonable right of access across the premises herein conveyed in order to repair, replace, and remove said railroad tracks for so long as required for railroad purposes and until abandoned and the trackage removed.

Grantee further reserves unto itself, its successors and assigns, its existing communication and signal pole line, together with all appurtenant fixtures thereto and an easement for said pole line as now located on, over and across the premises herein above conveyed, together with all reasonable right-of-entry for the purpose of constructing, replacing, repairing and maintaining same, for so long as required for Grantor's purposes.

The Illinois Central Gulf Railroad Co. will assume all Real Estate Taxes for the year 1979 and prior years assessed in railroad's name.

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Grantor reserves for itself, its successors and assigns all coal, oil, gas, ores and any other minerals whether similar or dissimilar or now known to exist or hereafter discovered of every kind in, on or under said premises, together with the right at any time to explore, drill for, mine, remove and market all such products in any manner which will not damage structures on the surface of said premises. Grantee will release for itself, its successors or assigns the Grantor, its successors or assigns from any liability for any damages attributable to removing said minerals and this release shall run with the land.

Grantor reserves the right for the continued maintenance, replacement and use of all existing conduits, sewers, water mains, gas lines, electric power lines, wires and other utilities and easements on said premises whether or not of record including the repair, reconstruction and replacement thereof and Grantee agrees not to interfere with the rights herein reserved or any facilities used pursuant thereto.

As a part of the consideration hereof, and in accepting this conveyance, the Grantee agrees and binds itself to purchase, affix and cancel any and all documentary stamps of every kind and nature in the amount prescribed by statute, and to pay any and all required transfer taxes and fees incidental to recordation of this instrument.

In Witness Whereof, ILLINOIS CENTRAL GULF RAILROAD COMPANY, The Grantor, has caused these presents to be signed by its Vice President, and its corporate seal, duly attested by its ~~Assistant~~ Secretary to be hereunto affixed, they being thereunto duly authorized, this 17th day of August, 1979.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]
Vice President

25107864

ATTEST:

[Signature]
Assistant Secretary

THIS INSTRUMENT
PREPARED BY
[Signature]
REAL ESTATE DEPT.
ICGRR CO.
233 N. MICHIGAN
CHICAGO, ILLINOIS 60601

