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25934641

REAL ESTATE TRANSFER TAX

*[Handwritten signature]*  
CALUMET CITY - City of Homes \$ 30.00

THIS INDENTURE WITNESSETH, the Calumet City - Harbor Belt  
RAILROAD COMPANY, a Corporation of the State of Indiana, having  
 an office at Room 901, 1528 Walnut Street, Philadelphia, Pennsyl-  
 vania, 19102, hereinafter referred to as the Grantor, for and in  
 consideration of FOURTEEN THOUSAND SEVEN HUNDRED DOLLARS  
 (\$14,700.00) and pursuant to the authority given by the Board of  
 Directors of said Grantor, quitclaims unto AMERICAN NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO, Trustee under Trust Number 47219  
 having an office at 23 North LaSalle Street, Chicago, Illinois  
 60602, 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:

ALL THAT PART of the East Half E (1/2) of the Northeast  
 Quarter (NE 1/4) of Section 7, Township 36 North, Range 15 East  
 of the Third Principal Meridian, lying north of and abutting the  
 northerly right-of-way line of the Indiana Harbor Belt Railroad,  
 in Cook County, Illinois.

TOGETHER with all the track and two concrete block buildings  
 situate thereon.

SUBJECT, however, to any easements or agreements of record  
 or otherwise, and to the state of facts which a personal inspec-  
 tion or accurate survey would disclose, 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 maintain, repair, renew, replace, use and  
 remove same.

THIS INSTRUMENT is executed, delivered and accepted with  
 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  
 obligated to pay for any part of the cost or expense of con-  
 structing or maintaining such a fence or any part thereof; or  
 liable for any compensation for any damage that may result by  
 reason of the non-existence of such a fence; and that Grantee  
 shall, within sixty days after delivery of this instrument, and  
 at Grantee's sole cost and expense, construct and maintain to  
 Grantor's satisfaction a suitable fence or barrier enclosing the  
 above-described premises;

(b) 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;

(c) that should a claim adverse to the title hereby quit-

6-50-79 F-1431

NOTE: Deed is being re-recorded to correct Block 2 easement

STATE OF ILLINOIS  
 REAL ESTATE TRANSFER TAX  
 DEPARTMENT OF REVENUE  
 JUL 11 1979  
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claimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

AND for the consideration aforesaid, the Grantor hereby grants, insofar as its title permits it so to do, unto the said Grantee, AN EASEMENT APPURTENANT TO the following described premises, in common with the Grantor, only for purposes of access to and from the above-described premises:

COMMENCING at the point of intersection of the East line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 7, Township 36 North, Range 15, East of the Third Principal Meridian and the northerly right-of-way line of the Indiana Harbor Belt Railway; thence North 00° 00' East on the east line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 7, aforesaid, a distance of 17.0 feet to a point, said point being the point of beginning; thence South 71° 00' East on the centerline of a parcel of land, 20.0 feet in width, a distance of 430.0 feet to a point; thence South 63° 00' East on said centerline, a distance of 228.0 feet to a point; thence on said centerline, a curve concave northwesterly and having a radius of 51.5 feet to the centerline of existing easterly edge of new concrete pavement of road to Burnham Avenue Overpass, all in Section 8, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

IT is hereby understood and agreed that:

(a) Grantee shall, at its sole cost and expense, maintain and repair the aforesaid roadway, and shall keep the same clear from all ice and snow; and

(b) Grantee shall at all times hereafter indemnify, protect and save harmless the Grantor from and against all cost or expense resulting from any and all loss of or damage to the property of the Grantor and from any and all loss of life or property or injury or damage to the person or property of any third party, and from and against any and all claims, demands, suits, actions or judgments for such loss, injury or damage caused by or growing out of Grantee's use and/or maintenance of the aforesaid highway.

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 21<sup>st</sup> day of February, A. D. 1988.

SEALED AND DELIVERED  
in the presence of us:

INDIANA HARBOR BELT RAILROAD COMPANY  
By:

H. H. Enghofer

Richard B. Hasselman  
Richard B. Hasselman, President

ATTEST:

Raell Lucas

V. P. DiGiannantonio  
Assistant Secretary

V. P. DIGIANNANTONIO

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF PHILADELPHIA ) ss

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 as such President and Assistant Secretary, they 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 21<sup>st</sup> day of February, A. D. 1988.

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

COOK

Rider to Deed in Trust, dated February 21, 1981 wherein Indiana Harbor Belt Railroad Company is grantor and American National Bank and Trust Company of Chicago, as Trustee is granted, under the provisions of a certain Trust Agreement dated February 21, 1981 and known as Trust #47219.

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trust 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 real estate or any part thereof to dedicate parks, streets, highways or alters to vacate any subdivision or part thereof, and to reestablish said real estate 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 real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate powers and authorities vested in said Trustee to dedicate, to mortgage, lease or otherwise encumber said real estate, or any part thereof, to lease said real estate or any part thereof from time to time, in possession or reversion, by leases to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single lease the term of 99 years, and to renew or extend leases upon any terms and for any period of time, and to amend, change or modify leases 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 respecting the manner of fixing the amount, price or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant payments or annuities of any kind, to release, convey or assign any right, title or interest in or about or appurtenant to said real estate or any part thereof, and to deal with said real estate 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, the same or 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, or any successor in trust, in relation to said real estate, to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obligated to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, 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, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (as 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 laws, trusts, conditions and limitations contained in this indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered in 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 authorized with all the title, estate, rights, powers, authorities, duties and obligations of his, his or their predecessor in trust.

This conveyance is made upon the express understanding and conditions that neither American National Bank and Trust Company of Chicago, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for a deficiency or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or as the trustee of the trust, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof). All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, profits and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal, local, 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 earnings, profits and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate 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 waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

Stamp space for affixing Riders and Revenue Stamp

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Office

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JOHN JEFFRIES  
691 WENTWORTH AVE



Calumet City, Ill 60409

Property of Cook County Clerk's Office

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DEED and  
GRANT OF EASEMENT

INDIANA HARBOR BELT  
RAILROAD COMPANY

-to-

AMERICAN NATIONAL PARK AND  
TRUST COMPANY OF CHICAGO

land situate in Calumet City,  
Cook County, Illinois

Prep:  
Apvd:  
Chkd:

Descp:  
Compd:

09863092



JUL 1 1981

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS )  
                          ) ss.  
COUNTY OF COOK    )

P. J. BARRETT, SUPERVISOR REAL ESTATE, IHBRR Co., being duly sworn on oath,  
states that he resides at 482-Union Station, Chicago, Ill. 60606  
and that the attached deed is not in violation of  
Section I 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 property adjoining the premises described in said deed. (Existing Parcel)  
  -OR-  
the conveyance falls in one of the following exemptions permitted by the 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 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 conveyances.
- 9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act into no more than 2 parts and not involving any new streets or easements of access.
- 10. 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, as determined by the dimensions and configuration of the larger tract on October 1, 1973.

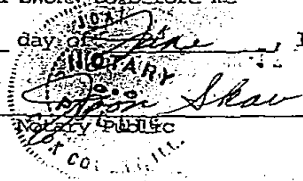
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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

P. J. Barrett

SUBSCRIBED and SWORN to before me

This 26 day of July, 1981.



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RECORDED INDEX

REC'D BY [unclear]

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1981 OCT 27 PM 1 47

RECORDED INDEX

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OCT-27-81 549914 26039860 -- REC 14.20

Property of Cook County Clerk's Office



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MAIL

END OF RECORDED DOCUMENT