

27 333 051

THIS INDENTURE Witnesseth that the Grantor, the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware Corporation, 233 North Michigan Avenue, Chicago, Illinois 60601, for and in consideration of the sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) in hand paid and other valuable consideration, hereby conveys, releases, remises and forever quitclaims to the Grantee, VILLAGE OF HILLSIDE, ILLINOIS

27 411 722  
12.00

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:

Certain property situated in the Southeast Quarter of the Northeast Quarter of Section 18, Township 39 North, Range 12 East of the Third Principal Meridian at Hillside, Cook County, Illinois said property forming a portion of the right-of-way of the Illinois Central Gulf Railroad Company's Freeport District is described as follows: From the point where the North line of 60 foot wide Hillside Avenue (Darmstead Road) intersects the East line of 66 foot wide Railroad Avenue (Darmstead Road) along said North line, being along a line that lies parallel with and 93 feet normally distant southwesterly from the centerline of Grantor's main track, 310 feet to Grantor's property corner and the POINT OF BEGINNING; thence northeasterly at a right angle to the last described course, 68 feet, more or less, to a point in a line that lies parallel with and 25 feet normally distant southwesterly from said main track centerline; thence southeasterly along the last said main track centerline, 1010 feet, more or less, to a point in the East line of said Southeast Quarter of the Northeast Quarter; thence South along said East Quarter/Quarter line, 70 feet, more or less, to Grantor's property corner in the aforesaid line that lies parallel with and 93 feet normally distant southerly from said main track centerline; thence northwesterly along the last said parallel line, being along Grantor's South property line, 1040 feet, more or less, to return to the point of beginning. Subject to the rights of the public in that part of Wolf Road situated in the eastern limits of the premises hereinabove conveyed.

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15-18-500-005

GRANTOR reserves unto itself, its successors and assigns, its existing 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.

GRANTEE covenants and agrees that it shall not do, nor cause to be done, any act that will unreasonably impede the natural flow of drainage water over the premises hereinabove conveyed, as to cause said drainage water to accumulate on the premises of Grantor adjoining and abutting premises hereinabove conveyed to the detriment of Grantor's use and enjoyment of such premises, provided that this covenant shall in no way be construed to prohibit Grantee from erecting buildings or other improvements on the premises hereinabove conveyed, provided that drainage equivalent to that existing at the time of this conveyance is maintained, whether naturally or by other means. This covenant shall run with the land hereinabove conveyed and be binding upon Grantee, its successors and assigns.

GRANTEE agrees to install and maintain at its sole cost, risk and expense, a bumper high fence/barricade, of a size and type acceptable to Grantor's Governing Division Engineer Superintendent, along the full length of the trackside (North) sale line.

DEED BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION

14.00

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

9/25/84 Date BT Orque Buyer, Seller or Representative

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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 Grantors, 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 driveways, roads, 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 20 day of FEBRUARY, 1984.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]  
R. A. IRVINE  
Vice President

ATTEST:

By [Signature]  
W. H. SANDERS  
Assistant Secretary

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1984 NOV 13 AM 10:42

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1985 JAN 21 AM 9:35

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STATE OF ILLINOIS )  
                          )  SS  
COUNTY OF COOK      )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do hereby Certify that R. A. Irvine, personally known to me to be the Vice President of the ILLINOIS CENTRAL GULF RAILROAD COMPANY, a Delaware corporation and W. H. Sanders, 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 under oath that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice 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 seal this 28 day of FEBRUARY, 1984

*Robert J. Wiley*  
Notary Public

My Commission Expires:

July 18, 1984

Description Approved:

ICG RAILROADS

Form Approved:

R. P. FOWLER  
Attorney

THIS INSTRUMENT PREPARED BY:

RL WILEY  
Real Estate Department  
ILLINOIS CENTRAL GULF RAILROAD COMPANY  
233 North Michigan Avenue  
Chicago, Illinois 60601

27 333 051  
Office

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AFFIDAVIT - METES AND BOUNDS

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.

A. J. FORGUE, being duly sworn on oath, states that he resides at 256 Elm Street, Hillside, Illinois. 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. The division or subdivision of land is into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
2. The division is of lots or blocks of less than 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 is between owners of adjoining and contiguous land.
4. The conveyance is 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.
5. The conveyance is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
6. The conveyance is 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. The conveyance is made to correct descriptions in prior conveyances.
8. The sale or exchange is of parcels or tracts of land following the division into no more than two 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 is of a single lot of less than 5 acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configuration of said larger tract on October 1, 1973, and no sale, prior to this sale, of any lot or lots from said larger tract having taken place since October 1, 1973 and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED

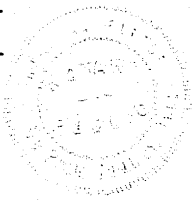
AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of County, Illinois, to accept the attached deed for recording.

[Signature]
A. J. FORGUE

SUBSCRIBED and SWORN to before me this 17th day of January, 1985

[Signature]
NOTARY PUBLIC

My commission expires: 4/29/85



27 411 722