

UNOFFICIAL COPY

PERM. TAX No. 15-18-500-005
ADDRESS: WOLF RD AND RAILROAD AV
HILLSIDE, IL

27508190

THIS DEED IS EXECUTED TO CORRECT THE LEGAL DESCRIPTION IN
DEED DATED FEBRUARY 28, 1984 AND RECORDED NOVEMBER 13, 1984
AS DOCUMENT NO. 27333051

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 TEN AND NO/100 DOLLARS
(\$10.00) in hand paid and other valuable consideration, hereby conveys,
releases, releases and forever quitclaims to the Grantee, VILLAGE OF HILLSIDE,
ILLINOIS, 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
Railroad Avenue (Darmstead Road) intersects the East line of 66 foot wide
Hillside Avenue, run southeasterly 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, 370 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.

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.

27508190

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 4 day of APRIL, 1985

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By [Signature]
R. A. IRVINE
Vice President

ATTEST:

By [Signature]
W. H. SANDERS
Assistant Secretary

27508190

County Clerk's Office

APR-11-85 5 12 38 27508190 A -- REC 12.25

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 4 day of APRIL, 1985

Robert L. Wiley
Notary Public

My Commission Expires:

July 18, 1988

Description Approved:

ICG RAILROAD CO.

Form Approved:

R. FOWLER
Attorney

11 APR 85 1:57

THIS INSTRUMENT PREPARED BY:
R. L. WILEY
Real Estate Department
ILLINOIS CENTRAL GULF RAILROAD COMPANY
233 North Michigan Avenue
Chicago, Illinois 60601

27508190

12:00 MAIL