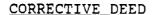
88601510



THIS CORRECTIVE DEED made as of the Related of Cherry 1988, by CMC Real Estate Corporation, a Wisconsin railroad corporation ("CMC Real Estate", sometimes referred to as the "Grantor"), in favor of Soo Line Railroad Company, a Minnesota corporation ("Soo").

WITNESSETH:

WHEREAS, Richard B. Ogilvie, not personally, but solely as Trustee of the property of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company ("Trustee") by a Quitclaim Deed dated February 19, 1985, recorded in the Office of the Recorder for Cook County, Illinois (the "Office of the Recorder") as Document Number 85330849 (the "Original Deed") conveyed certain property to SLRCO, Inc., a Minnesota corporation ("SLRCO") pursuant to the terms of an Asset Purchase Agreement dated April 6, 1984 as amended and modified by a letter agreement dated Tebruary 19, 1985 between Trustee and Soo.

WHEREAS, the Original Deed contained certain inaccuracies as to the amount of property to be conveyed to Soo.

WHEREAS, on February 27, 1985, the name of SLRCO was changed to The Milwaukee Road Inc. ("TMRI") and on December 31, 1985, TMRI (formerly known as SLRCO) was merged into Soo.

WHEREAS, CMC Real Estate was formerly known as Chicago, Milwaukee, St. Paul and Pacific Railroad Company, a Wisconsin corporation.

WHEREAS, CMC Real Estate is the successor in interest to the Trustee pursuant to Order Number 866 entered in In the Matter of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Case No. 77 B 8999, pending in the United States District Court for the Northern District of Illinois, Eastern Division (the "Reorganization Court").

WHERFAS, CMC Real Estate and Soo Line Corporation, a Minnesota corporation ("Soo Line"), the parent corporation of Soo, have entered into an agreement whereby Soo Line has agreed to cause Soo to reconvey the property conveyed by the Original Deed to CMC Real Estate whereupon CMC Real Estate will execute and deliver corrective deeds to Soo.

WHEREAS, Soo has earlier this date executed and delivered a Reconveyance Deed conveying to CMC Real Estate the property that was the subject of the Original Deed, which Reconveyance Deed was recorded in the Office of the Recorder prior to the recording of this Deed.

NOW, THEREFORE, in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, CMC Real Estate hereby conveys and quitclaims to Soo without any covenants or warranties of title whatsoever, and without recourse to CMC Real Estate, subject

to the reservation of easements described below, all of CMC Real Estate's right, title and interest, legal and equitable, in and to the property described in Exhibit A attached hereto (the "Property") situated in Cook and DuPage Counties, in the State of Illinois, including, without limitation for lack of specific enumeration, all estates, roadbeds, right-of-way, station grounds, railroad yards, lines of railroad, and fixtures thereon and all appurtenances thereto, to have and to hold unto Soo, its successors and assigns forever.

TOGETHER WITH, and including without limitation for lack of specific enumeration, all of CMC Real Estate's interest, if any, which CMC Real Estate may have in and to the following:

- (1) As to Property conveyed to Soo in fee (i.e., excluding the Easement Parcel as hereinafter defined):
 - (a) Adjoining streets, alleys, roads and highways, whether heretofore or hereafter vacated;
 - (b) Reversions, remainders and future estates, rights and interests;
 - (c) Rights in coal, oil and gas and minerals, of whatsoever kind or nature now known to exist, or hereafter discovered, in or on the Property; and
- (2) As to Property conveyed to Soo in fee or by easement (i.e., including the Easement Parcel):
 - (a) All structures, fixtures and improvements located thereon, including, without limitation, all trackage, industrial sidings, buildings, bridges, trestles, culverts, viaducts, right-of-way fences, signal and communication facilities, electrical facilities and equipment, and all appurtenances of and to the foregoing, of

whatsoever kind and description, irrespective of how classified or affixed.

CMC Real Estate further grants to Soo, successors and assigns, an easement (the "Soo Easement"), for railroad purposes only, of sufficient width required for the continued use, repair, maintenance, operation, reconstruction and replacement of the track and facilities and appurtenances thereto presently located on the real estate described on Exhibit E Attached hereto (the "Easement Parcel") which are utilized or hold for use in the conduct of the railroad. Provided, however, CMC Real Estate shall have the right to relocate the Soo Fasement and the track and facilities thereon to other property so long as such relocation will not materially adversely affect the use of the Property for railroad purposes or jeopardice the safe operation of the CMC Real Estate shall be railroad upon the Property. responsible for the costs of relocation or replacement with In the event the Soo Easement similar facilities. relocated pursuant to the terms hereof, the easement with respect to the property described in Exhibit & attached hereto shall cease and determine and the Easement Parcel shall thereafter be deemed to be the property to which the Soo Easement is relocated.

The Soo Easement shall automatically cease and determine (either fully or partially with respect to a specific portion of the Easement Parcel, as may be appropriate) at such time as the Easement Parcel (or portion

thereof) is no longer used in the active operation of the railroad and CMC Real Estate or its successors or assigns has notified Soo Line thereof in writing. For purposes of determining whether the Easement Parcel is being used in the active operation of the railroad, the mere storing of railroad cars, equipment or other material upon the Easement Parcel shall not be deemed to constitute use of the parcel for railroad purposes. Further, without limiting other means of determining when the Soo Easement shall terminate, the Easement Parcel shall be deemed no longer used in the active operation of the railroad upon the cessation of use of the Easement Parcel for a period of twelve (12) consecutive months or the prior removal or relocation of the track and the related facilities.

At such time as the soo Easement (or portion thereof) is terminated or extinguished and Soo has been notified in writing by CMC Real Estate or its successors or assigns pursuant to the provisions of the preceding paragraph, Soo shall, at its sole cost, promptly remove all track and other railroad equipment which is the property of Soo from the Easement Parcel (or applicable portion thereof). In the event Soo has not removed its track and equipment from the Easement Parcel (or applicable portion thereof) within one hundred twenty (120) days following the termination of the Soo Easement (or portion thereof), CMC Real Estate may, at its option, treat the track and property as abandoned by

Soo in place and may remove them, but CMC Real Estate shall have no liability to Soo for removal of said materials. Upon CMC Real Estate's request, Soo will execute any documentation to evidence the termination (or partial termination, as may be appropriate) of the Soo Easement when the Easement Parcel (or portion thereof) is no longer used in the active operations of the railroad.

SMC Real Estate hereby reserves to itself, its successors and assigns a permanent, non-exclusive right and easement appurtenant in, over, under and upon the Property for the benefit of real estate owned by CMC Real Estate as of the date hereof (the "Retained Parcel"), which Retained Parcel is adjacent to the Property, for the purpose of installing, maintaining, improving, and repairing utilities (including, without limitation, gas, water, sewer, drainage, telephone and electric) where necessary to service the Retained Parcel.

Notwithstanding the reservation of the easement referred to in the preceding paragraph, CMC Real Estate shall not install any utilities in any place or in any manner that will materially adversely affect the use of the Property for railroad purposes or that would jeopardize the safe operation of the railroad upon the Property.

This Corrective Deed is executed and delivered by CMC Real Estate pursuant to a duly adopted resolution of the Board of Directors of CMC Real Estate and pursuant to Order Number 917 of the Reorganization Court.

IN WITNESS WHEREOF, CMC Real Estate has caused its corporate seal to be affixed, and has caused its name to be signed to these presents by its President and attested to by DOX COO its Secretary as of the day and year first above written.

CMC REAL ESTATE CORPORATION, a Wisconsin corporation

Edwin Jacobson Its President

tino

Secretary

This Instrument was prepared by

Michael Z. Margolies, Esque COUNTY HEROIS JENNER & BLOCK One IBM Plaza Chicago, Illinois 60611388 888 33 FM 1:05 (312) 222-9350

After recording return to:

Please return to: Tom Gray/JO Ticor Title Insurance Co. 203 N. LaSalle St., Suite 1400 Chicago, IL 60601 Re: A-4927-14

ACKNOWLEDGMENT OF CORRECTIVE DEED

STATE OF ILLINOIS
COUNTY OF COOK

I, Faye I. Stephenson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Edwin Dacobson personally known to me to be the President of CMC Real Estate Corporation, a Wisconsin corporation, and, Leon F. Fiorentino, personally known to me to be the 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 a knowledged that they signed and delivered the said instrument as President and 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 deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of RECEMBER 1988.

Notary Public

My Commission Expires:

FAYE I STEPPED ON NOTABLE PUBLIC STATE OF THE NESS MY COMMISSION EXPRES MY COMMISSION EXPRES

GOQ.024

EXHIBIT A BETWEEN FRANKLIN PARK AND BENSENVILLE, ILLINOIS IN THE COUNTIES OF COOK AND DUPAGE VALUATION SECTION ILLINOIS 6

TRACT 1:

All that part of the Grantor's below-described real property lying southerly of a line parallel to and distant 8.5 feet southerly of (as measured perpendicular to) the centerline of the Grantor's most southerly main track. The property in question is Grantor's real property in: the NW 1/4 NW 1/4, Section 27; that part of the NE 1/4 NW 1/4, Section 27, lying southwesterly of the southwesterly right of way line of the Soo Line Failroad Company; the NE 1/4 NE 1/4, Section 28; the S 1/2 SE 1/4, the SE 1/4 SW 1/4, and the N 1/2 SW 1/4, Section 21; the N 1/2 SE 1/4, the S 1/2 NE 1/4, the E 1/2 SW 1/4, the NW 1/4 SW 1/4, and the NW 1/4, Section 20; the NE 1/4 SE 1/4, the W 1/2 SE 1/4, the NE 1/4, and the N 1/2 NW 1/4, Fractional Section 19; and the S 1/2 SE 1/4 and the S 1/2 SW 1/4, Fractional Section 18; all of the foregoing being in Township 40 North, Range 12 East, in or near Franklin Park, Cook County, Illinois.

ALSO

TRACT 2:

All that part of the Grantor's real property in the NE 1/4 SE 1/4, the NE 1/4, the SE 1/4 NW 1/1, and the N 1/2 NW 1/4, Section 20, in the NE 1/4 NE 1/4, Fractional Section 19, and in the S 1/2 SE 1/4 and S 1/2 SW 1/4, Fractional Section 18, all in Township 40 North, Range 12 East in or near Franklin Park, Cook County, Illinois, lying northerly of a line parallel to and distant 50 feet northerly of (as measured perpendicular to) the centerline of the Frantor's most southerly main track.

ALSO

TRACT 3:

All that part of the Grantor's real property in the SE 1/4, the E 1/2 SW 1/4, and the E 1/2 NW 1/4 SW 1/4, Section 13, Township 40 North, Range 11 East, in or near Bensenville, DuPage County, Illinois, lying southerly of a line parallel to and distant 8.5 feet southerly of (as measured perpendicular to) the centerline of the Grantor's most southerly main track.

Tracts 1, 2, and 3 are more particularly described on the right-of-way and track map V.ILL.6/2 and on station maps V.ILL.6/S-1d and S-le (Franklin Park) and V.ILL.6/S-2a, S-

11/19/87 1 DEED #61 EX. A G128.01), (C

2b, and S-2c (Bensenville Yard), all of which are made a part hereof by reference.

PROPERTY EXCEPTED

EXCEPTING, HOWEVER, all that part of the Grantor's real property in the NW 1/4 NW 1/4, Section 27, in the NE 1/4 NE 1/4, Section 28, and in the SE 1/4 SE 1/4 and the E 1/2 SW 1/4 SE 1/4, Section 21, all in Township 40 North, Range 12 East, in or near Franklin Park, Cook County, Illinois, lying southerly of a line parallel to and distant 50 feet southerly of (as measured perpendicular to) the centerline of the Grantor's most southerly main track. (Ref. V.IL.6 Maps S-1d and S-1e)

EXCEPTING, all that part of the Grantor's real property in the N 1/2 NW 1/4, Fractional Section 19, Township 40 North, Range 12 East, in or near Franklin Park, Cook County, Illinois, lying westerly of the Chicago and North Western Transportation Company right of way. (Ref. V.IL.6 Map S-2b)

right of way

EXHIBIT B
BETWEEN FRANKLIN PARK AND BENSENVILLE, ILLINOIS
IN THE COUNTIES OF COOK AND DUPAGE
VALUATION SECTION ILLINOIS 6

The Grantor's real property in the NW 1/4 NW 1/4, Section 27, in the NE 1/4 NE 1/4, Section 28, and in the SE 1/4 SE 1/4and the E 1/2 SW 1/4 SE 1/4, Section 21, all in Township 40 North, Range 12 East, in or near Franklin Park, Cook County, Illinois, lying southerly of a line parallel to and distant the Maps 2 Cook County Clark's Office 50 feet southerly of (as measured perpendicular to) the centerline of the Grantor's most southerly main track. (Ref. V.IL. Maps S-ld and S-le)

11/19/87 1 DEED #61 EX. B G128.01

88601510

UNOFFICIAL COPY

COOK COUNTY AND DUPAGE COUNTY, ILLINOIS PERMANENT INDEX NUMBERS

Permanent Index Nos.:	Cook County	
	12-18-300-016	12-20-101-002
	12-18-300-028	12-20-101-014
	12-18-300-029	12-20-400-005
	12-18-400-003	12-20-400-007
	12-18-400-007	12-20-400-009
	12-18-400-009	12-20-400-020
	12-18-400-010	12-20-400-021
<i>/</i> -	12-18-501-001	12-20-400-022
´O.	12-19-100-001	12-20-400-023
70-	12-19-200-002	12-20-500-001
	12-19-201-010	12-21-500-003
	12-19-501-001	12-27-500-001
	12-20-100-021	12-28-500-001
0.0		
9,5	DuPage County	

03-01-504-002 03-01-504-003 03-01-504-004

Location:

Cook County -- Railroad yard north of Franklin Avenue between County Line Road and Lombard Avenue in Franklin Park, Illinois.

DuPage County -- Railroad yard north of Green Street between County Line Road and York Road in Bensenville, Illinois.

Corr. Deed #61 (Cook & DuPage) Cook and DuPage County PIN List 12/14/87

Please return to: Tom Gray/JO Ticor Title Insurance Co. 203 N. LaSalle St., Suite 1400 Chicago, IL 60601 Re: A-4927-14