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#A004977-D2

THIS INDENTURE WITNESSETH, that **CONSOLIDATED RAIL CORPORATION**, a Corporation of the Commonwealth of Pennsylvania, having an office at Six Penn Center Plaza, Philadelphia, Pennsylvania, 19103, hereinafter referred to as the Grantor, for and in consideration of **EIGHTY-EIGHT THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND EIGHTY CENTS** (\$89,936.80) and pursuant to the authority given by the Board of Directors of said Grantor, quitclaims unto **CORNELL COURT, INC.**, a Corporation of the State of Illinois, having a mailing address of 238 West 148th Place, Dolton, Illinois 60419, hereinafter referred to as the Grantee, all the right, title and interest of the said Grantor, of, in and to the following described Premises:

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ALL THAT CERTAIN piece or parcel of land of the Grantor, being a portion of the line of railroad known as the Main Line Columbus-Chicago and identified as Line Code 3207, situate in the City of Chicago, County of Cook and State of Illinois, and being a part of Section 6, Township 37 North, Range 14 East, which is bounded and described in accordance with a Plat of Survey, identified as Order No. 89-10-28, dated January 5, 1990, resurveyed March 8, 1990 and prepared by B. A. Fenger, Registered Land Surveyor No. 34, of the State of Illinois, hereinafter referred to as "Premises"; as follows:

COMMENCING on the northeasterly line of the aforesaid line of railroad, 100 feet wide, at the intersection of said northeasterly line, with the westward extension of the south line of West 91st Street, as established in Conklin and Ames' Addition to Beverly Hills, a subdivision in said Section 6; and running thence southeasterly on said northeasterly line, a distance of 991.77 feet to the place of Beginning; thence west, parallel with said south line of 91st Street extended, a distance of 106.14 feet to a point in the southwesterly line of said 100 foot right of way; thence southeasterly on said line, 1,111.65 feet to the westward extension of the south line of West 94th Street as established by the Subdivision recorded August 25, 1881 as Document No. 344712; thence east on said line, 106.18 feet to the said northeasterly line of said right of way; thence northwesterly on said line, 1,111.78 feet to the place of Beginning.

CONTAINING 111,171 square feet or 2.55 acres, more or less, of land.

BEING a part or portion of the same premises which John C. Kohl, as Trustee of the Property of The Philadelphia, Baltimore & Washington Railroad Company, Debtor, by Conveyance Document No. PB&W-CRC-RP-7, dated March 29, 1976 and recorded on June 28, 1979, in the Recorder's Office of Cook County, Illinois, in Document No. 25027856, granted and conveyed unto Consolidated Rail Corporation.

EXCEPTING AND RESERVING, thereout and therefrom and unto the said Grantor, all right, title and interest in and to the

STATE OF ILLINOIS	REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE	SEP 12 94
89.00	
820950	

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MAIL TO:
DENISE GIERACK
1755 PARK ST. SUITE 200
NAPEVILLE, IL. 60563

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railroad track, communication and signal equipment, and their appurtenances, hereinafter referred to as "facilities", located on the Premises; and together with the unimpeded and immediate right of ingress and egress on, over, across and through the Premises for the purpose of removing the aforesaid facilities.

UNDER and SUBJECT, however, to (1) whatever rights the public may have to the use of any roads, alleys, bridges or streets crossing the Premises, (2) any streams, rivers, creeks and water ways passing under, across or through the Premises, and (3) any easements or agreements of record or otherwise affecting the land hereby conveyed, and to the state of facts which a personal inspection or accurate survey would disclose, and to any pipes, wires, poles, cables, culverts, drainage courses or systems and their appurtenances now existing and remaining in, on, under, over, across and through the Premises, together with the right to maintain, repair, renew, replace, use and remove same.

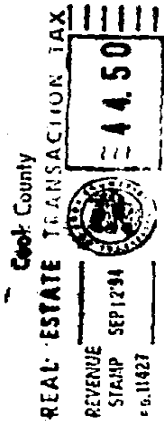
THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants set forth below, which shall be deemed part of the consideration of this conveyance and which shall run with the land and be binding upon, and inure to the benefit of, the respective heirs, legal representatives, successors and assigns of Grantor and Grantee. Grantee hereby knowingly, willingly, and voluntarily waives the benefit of any rule, law, custom, or statute of the State of Illinois now or hereafter in force with respect to the covenants set forth below.

(1) Grantee shall indemnify and defend Grantor against, and hold Grantor harmless from, all claims, actions, proceedings, judgments and awards, for death, injury, loss, or damage to any person or property, brought by any person, firm, corporation, or governmental entity, caused by, resulting to, arising from, or in connection with, the active or passive effects or existence of any physical substance of any nature or character, on, under, or in the land, water, air, structures, fixtures, or personal property comprising the Premises, from and after the date of delivery of this deed.

(2) No right or means of ingress, egress or passageway to or from the Premises is hereby granted, expressly or by implication, and Grantor shall not be liable or obliged to provide or obtain for Grantee any such means of ingress, egress or passageway.

(3) Should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the Grantor herein.

(4) Grantee by the acceptance of this Instrument, does hereby accept all existing and prospective responsibility for removal and/or restoration costs for any and all railroad bridges and grade crossings and their appurtenances that may be located on the Premises conveyed to the said Grantee; and Grantee further covenants and agrees that it will also assume any obligation and/or responsibility as may have been or may hereafter be imposed on Grantor by any Public Utility Commission or any other governmental agency having jurisdiction for any and all bridge structures and grade crossings and their appurtenances, including but not limited to the removal, repairing or restoration of same in accordance with the requirements of said Commission or other governmental agency; and Grantee further agrees to indemnify, defend and hold Grantor harmless against all costs, penalties, expenses, obligations, responsibility and requirements associated with said bridge structures and grade crossings and their appurtenances.



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(5) Grantor and Grantee do not contemplate that Grantor shall (a) operate its trains, cars and engines to or on the Premises (or any portion thereof), (b) interchange traffic with Grantee or its successors or assigns, (c) participate in any rail rate relationship with Grantee, (d) establish or maintain a track connection with Grantee, or (e) provide cars or car service to Grantee. If Grantee hereafter desires that Grantor do any of the foregoing, the Grantor and Grantee agree that such activities shall be conducted only on such terms and conditions as Grantor and Grantee hereto may hereafter mutually agree upon in writing. Grantor and Grantee further agree that in respect to the matters referred to in items (a) through (e), above, Grantor shall not be called upon, or required, by Grantee to accept obligations in excess of those expressly assumed by Grantor except by written agreement between Grantor and Grantee hereto.

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 at all times and in all cases the heirs, legal representatives or successors and assigns of the Grantor and Grantee.

PIN # 25-06-501-003-0000

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IN WITNESS WHEREOF, said Grantor has caused its

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corporate seal to be hereto affixed and has caused its name to be signed to these presents by its Director-Real Estate Field Services, and attested by its Assistant Secretary, this 4th day of October A. D. 1990.

Signed, sealed and delivered in the presence of us:

CONSOLIDATED RAIL CORPORATION
By:

Nancy B. Basilio

George R. Scioli
George R. Scioli, Director-Real Estate Field Services

ATTEST:

James W. Hartman, Jr.

J. D. McGeehan
Assistant Secretary
J. D. McGEEHAN

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) :ss

I, JAMES W. HARTMAN, JR., a Notary Public in and for said Commonwealth and County, do hereby certify that George R. Scioli, personally known to me to be the Director-Real Estate Field Services of CONSOLIDATED RAIL CORPORATION, and J. D. McGEEHAN, 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 Director-Real Estate Field Services and Assistant Secretary, they signed and delivered the said Instrument as Director-Real Estate Field Services 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 4th day of October A. D. 1990.

James W. Hartman, Jr.
Notary Public

THIS INSTRUMENT PREPARED BY:

Nancy B. Basilio
Consolidated Rail Corporation
Fifteenth Floor, Six Penn Center
Philadelphia, Pennsylvania 19103

Notarial Seal
James W. Hartman, Jr., Notary Public
Philadelphia, Philadelphia County
My Commission Expires May 20, 1991
Member, Pennsylvania Notary Association

:nls

COOK COUNTY, ILLINOIS
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CASE NO. 69555

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY THAT BY THE AUTHORITY CONFERRED BY THE BOARD OF DIRECTORS OF CONSOLIDATED RAIL CORPORATION (CONRAIL) ON MARCH 18, 1988 TO THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER TO CONDUCT THE BUSINESS AND AFFAIRS OF THE CORPORATION AND TO DELEGATE SUCH AUTHORITY AS HE MAY DEEM NECESSARY, THE CHAIRMAN, PRESIDENT AND CHIEF EXECUTIVE OFFICER DID DELEGATE ON FEBRUARY 5, 1990 TO THE SENIOR VICE PRESIDENT-DEVELOPMENT, WHO ON MARCH 6, 1990 REDELEGATED TO THE ASSISTANT VICE PRESIDENT-ASSET DEVELOPMENT, AND WHO ON MARCH 12, 1990 REDELEGATED TO THE DIRECTOR-FIELD SERVICES (A/K/A DIRECTOR-REAL ESTATE FIELD SERVICES) AND DIRECTOR-MANAGEMENT SERVICES, OR ANY OF THEM, THE AUTHORITY TO EXECUTE AND DELIVER ON BEHALF OF CONRAIL ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE OF 0.207 OF A MILE OF THE ABANDONED BERNICE SECONDARY (LINE CODE 3207, SUB. NO. 765), CONTAINING 111,171 SQUARE FEET, MORE OR LESS, BETWEEN MILE POST 299.913 AT THE NORTH LINE OF WEST 92ND PLACE AND MILE POST 299.706 AT THE SOUTH LINE OF WEST 94TH STREET, IN THE VICINITY OF SOUTH BEVERLY AVENUE, IN CHICAGO, COOK COUNTY, ILLINOIS, FOR THE TOTAL CONSIDERATION OF \$88,936.80 TO CORNELL COURT, INC., OR THE NOMINEE THEREOF.

Assistant Secretary

J. D. MCGEEHAN

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