

UNOFFICIAL COPY

QUIT CLAIM DEED

98564181

THIS INDENTURE made this

25th day of June, A.D., 1998,

WITNESSETH, that the

INDIANA HARBOR BELT

RAILROAD COMPANY, an

Indiana corporation, F/K/A

Indiana Harbor Belt Railroad Company of Illinois, who acquired title as the Terminal Railroad

Company, an Illinois Corporation, with an office at 2721 - 161st Street, Hammond, Indiana

46323-1000, hereinafter referred to as the "Grantor," for Ten Dollars (\$10.00) and other good

and valuable consideration to it paid, the receipt of which is hereby acknowledged, quit claims and

conveys unto **CEMENT MASONS LOCAL #02**, an unincorporated association, with an office

at 739 25th Avenue, Bellwood, Illinois, hereinafter referred to as the "Grantee", all right, title and

interest of the said grantor, of, in and to the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION -- EXHIBIT "A"

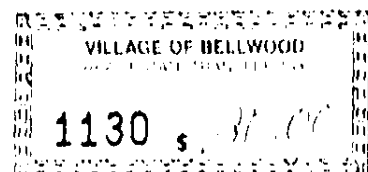
PROPERTY ADDRESS: 1.0943 acres of vacant land located in Bellwood, Illinois

PIN NUMBERS: 15-10-501-004 and 15-10-332-002

15-10-501-005

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 herein described, (2) 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 herein described, together with the right to maintain, repair, renew, replace, use and remove same.

BOX 333-CTI



4733468 DI L.K. 108 F.11

98564181

UNOFFICIAL COPY

The undersigned persons executing this deed on behalf of grantor represent and certify that they are duly elected officers of grantor and have been fully empowered, by proper resolution of the Board of Directors of grantor, to execute and deliver this deed; that grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate requirements for the making of such conveyance have been satisfied.

THIS INSTRUMENT is executed and delivered by Grantor, and is accepted by Grantee, subject to the covenants and conditions set forth herein, 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, personal 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 Indiana 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 of 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. However, Grantee's indemnity under this Item (1) shall not apply to conditions created prior to the date of this Deed unless caused by Grantee or to conditions created by Grantor's operations after the date of this Deed, all of which shall be Grantor's responsibility.

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

(3) Grantor shall neither be liable or obligated to construct or maintain any fence or similar structure between the land herein before described and adjoining land of Grantor nor shall Grantor be liable or obligated to pay for any part of the cost or expense of constructing or maintaining any fence or similar structure, and Grantee hereby forever releases Grantor from any loss or damage, direct or consequential, that may be caused by or arise from the lack or failure to maintain any such fence or similar structure.

(4) Except for conditions for which Grantor is responsible under Item (1) above, Grantee hereby forever releases Grantor from all liability for any loss or damage, direct or consequential, to the land herein before described and to any buildings or improvements now or hereafter erected thereon and to the contents thereof, which may be caused by or arise from the normal operation, maintenance, repair, or renewal of Grantor's railroad, or which may be caused by or arise from vibration resulting from the normal operation, maintenance, repair or renewal thereof.

(5) In the event the tracks or land of Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over such railroad in the vicinity of the land herein before described are changed so that they shall pass overhead or underneath such tracks or land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor

UNOFFICIAL COPY

from all liability for any loss or damage, direct or consequential, caused by or arising from the separation or change of grades of such railroad or such streets, avenues, roads, lanes, highways, or alleys, or from the vacating and closing of any grade crossing.

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.

IN WITNESS WHEREOF, INDIANA HARBOR BELT RAILROAD COMPANY, Grantor, pursuant to due corporate authority, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal duly attested, to be hereunto affixed as of the day and year first above written. Grantee by its acceptance of this Deed is deemed to have accepted and agreed to all conditions set forth herein.

WITNESS:

Delinda Patterson

INDIANA HARBOR BELT
RAILROAD COMPANY

By:

Cary W. Dickieson, President

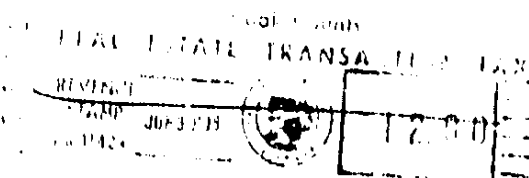
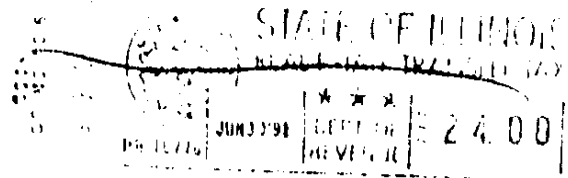
WITNESS:

Delinda Patterson

ATTEST:

Wilberta Jackson
Wilberta Jackson, Secretary

98564181



UNOFFICIAL COPY

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared **CARY W. DICKIESON**, President and **WILBERTA JACKSON**, Secretary, respectively, of **INDIANA HARBOR BELT RAILROAD COMPANY**, and severally acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said **INDIANA HARBOR BELT RAILROAD COMPANY**, and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 11th day of June, A. D. 1998.

Elizabeth C. Gallagher
Notary Public

NOTARIAL SEAL
ELIZABETH C. GALLAGHER, Notary Public
City of Philadelphia, Philadelphia County,
My Commission Expires May 11, 1999

98564181

THIS INSTRUMENT PREPARED BY:

Roger A. Serpe, General Counsel
Indiana Harbor Belt Railroad Company
175 W. Jackson Boulevard
Suite 1460
Chicago, IL 60604-2704
(312) 715-3868

attest to
Ronald Schwartz
19 West Jackson Street
Chicago, IL 60604

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PAGES 1

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FROM POINT OF INTERSECTION OF THE SOUTHERLY AND THE WESTERLY LINE OF SAID SECTION AS MEASURED NORTHERLY ALONG THE WESTERLY LINE 107.13 FEET TO THE POINT BEGINNING, THENCE SOUTHEASTERLY AT AN ANGLE OF 93 DEGREES 04 MINUTES WITH SAID WEST LINE 444.46 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 14 DEGREES 03 MINUTES WITH THE LAST DESCRIBED LINE 291.13 FEET TO A POINT OF CURVATURE, THENCE CONTINUING NORTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 494.13 FEET CENTER TO THE SOUTHEAST AND TANGENT TO LAST DESCRIBED LINE AT SAID POINT OF CURVATURE, A DISTANCE OF 513.77 FEET MORE OR LESS TO A POINT OF TANGENCY; THENCE CONTINUING NORTHEASTERLY ALONG A LINE TANGENT TO LAST DESCRIBED CURVE AT SAID POINT OF TANGENCY TO AN INTERSECTION WITH THE SOUTHERLY LINE OF WALRATH'S SUBDIVISION OF PART OF THE WEST 11.00 CHAINS OF SAID SECTION, THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION TO THE EASTERLY LINE OF THE VILLAGE OF BELLWOOD, SAID EASTERLY LINE BEING THE WESTERLY LINE OF MAPWOOD; THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF BELLWOOD 244.43 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 14 DEGREES 03 MINUTES WITH SAID EASTERLY LINE OF BELLWOOD, A DISTANCE OF 11 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG A RADIUS HAVING A RADIUS OF 114.13 FEET CENTER TO THE SOUTHEAST AND TANGENT TO THE LAST DESCRIBED LINE AT SAID POINT OF CURVATURE, A DISTANCE OF 454.4 FEET, MORE OR LESS, TO A POINT OF TANGENCY; THENCE CONTINUING SOUTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE AT SAID POINT OF TANGENCY, A DISTANCE OF 149.3 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF MADISON STREET, THENCE SOUTHWESTERLY AT AN ANGLE OF 93 DEGREES 03 MINUTES WITH SAID NORTHERLY LINE OF MADISON STREET AND ALONG THE WESTERLY LINE OF SAID STREET, A DISTANCE OF 13.43 FEET MORE OR LESS TO POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SECTION 10; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION, A DISTANCE OF 153.17 FEET; THENCE NORTHWESTERLY WITH AN ANGLE OF 04 DEGREES 20 MINUTES WITH THE SOUTHERLY LINE OF SAID SECTION AND ALONG THE NORTHERLY LINE OF THE RIGHT OF WAY NOW OCCUPIED BY CHICAGO GREAT WESTERN RAILROAD COMPANY, A DISTANCE OF 192.14 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION; THENCE NORTHERLY ALONG SAID WESTERLY LINE 57.3 FEET MORE OR LESS TO THE POINT OF BEGINNING EXCEPT THEREFROM THAT PART LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE EXTENDED NORTHWESTERLY OF LOT 15 IN CROWINGS AND FOREMAN REAL ESTATE CORPORATION SIXTH ADDITION TO GOLF CLUB SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 10 AND EXCEPT THAT PART LYING WEST OF THE EAST LINE OF 18TH AVENUE AND EXCEPT THE SOUTHERLY 10.11 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY FORMERLY THE CHICAGO GREAT WESTERN RAILROAD COMPANY OF THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 30 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHERLY OF SAID NORTHERLY OF SAID NORTHERLY RIGHT OF WAY LINE, LYING EASTERLY OF THE EAST LINE OF 18TH AVENUE AND LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF A TRIANGULAR SHAPED PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; AFORESAID SAID PARCEL OF LAND BEING

CONTINUED ON NEXT PAGE

01564181

EXHIBIT "A"

DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY WITH THE NORTH AND WEST LINES OF MADISON STREET AS SHOWN ON THE PLAT OF THE RELOCATION AND REDEDICATION OF MADISON STREET IN THE VILLAGE OF BELLWOOD, ILLINOIS RECORDED APRIL 1, 1902 AS DOCUMENT 3223423; THENCE SOUTHWARDLY ALONG SAID WEST LINE OF MADISON STREET, A DISTANCE OF 33.43 FEET, MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 10; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 145.77 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN RAILROAD COMPANY; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING AND EXCEPT A TRIANGULAR SHAPED PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF THE INDIANA HARBOR RAILROAD COMPANY WITH THE ORIGINAL NORTH LINE AND WEST LINE OF MADISON STREET IN SAID VILLAGE, THENCE SOUTHWARDLY ALONG THE SAID ORIGINAL NORTH AND WEST LINE OF MADISON STREET, A DISTANCE OF 33.43 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF SAID SECTION 10; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF SAID SECTION 10, A DISTANCE OF 145.77 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO GREAT WESTERN GREAT WESTERN RAILROAD COMPANY; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 1:

THAT PART OF LOT 14 IN TOWNINGS AND FOREMAN P.E. CORPORATION SIXTH ADDITION TO GOLF CLUB SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 12 TO THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14 AND RUNNING THENCE EASTWARDLY ALONG THE SOUTHERLY LINE OF SAID LOT (SAID SOUTHERLY LINE BEING IDENTICAL THROUGHOUT ITS ENTIRE LENGTH WITH THE NORTHERLY LINE OF THE TRACT OF LAND CONTAINING 1.293 ACRES MORE OR LESS, CONVEYED TO EDWARD T. GLENRICH BY HENRY C. WILSON AND WIFE BY DEED DATED NOVEMBER 16, 1915 AND RECORDED IN THE RECORDS OFFICE OF COOK COUNTY, ILLINOIS, DECEMBER 10TH, 1915 AS DOCUMENT NO. 571075) A DISTANCE OF 411.13 TO AN ANGLE IN SAID SOUTHERLY LOT LINE; THENCE CONTINUING EASTWARDLY ALONG SAID LOT LINE A DISTANCE OF 153.10 FEET TO A POINT OF CURVE IN SAID LOT LINE; NORTHEASTWARDLY CONTINUING ALONG SAID LOT LINE ALONG THE ARC OF A CIRCLE TO THE SOUTHEAST, HAVING A RADIUS OF 134.10 FEET AND TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 70 FEET; THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 312.14 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 45 FEET NORTHERLY MEASURED AT RIGHT ANGLES FROM THE FIRST DESCRIBED COURSE IN THIS DESCRIPTION; SAID POINT BEING 411.13 EASTERLY MEASURED ALONG SAID PARALLEL LINE, FROM THE WEST LINE OF SAID LOT 14; THENCE WESTWARDLY ALONG SAID PARALLEL LINE A DISTANCE OF 411.13 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF LOT 14 BEING THE EAST LINE OF 19TH AVENUE AND THENCE SOUTH ALONG SAID WEST LOT LINE A DISTANCE OF 45.5 FEET TO THE POINT OF BEGINNING, CONTAINING 24,107 SQUARE FEET MORE OR LESS

95564-181

Records Office

UNOFFICIAL COPY

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

} SS.

Roger A. Serpe, General Counsel for the
Indiana Harbor Belt Railroad Company

, being duly sworn on oath, states that

he resides at 175 W. Jackson Boulevard, Suite 1460, Chicago, IL 60604-2704

That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

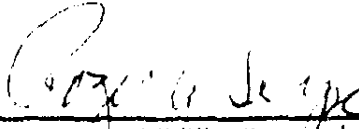
- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one 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 easement of access.
6. The conveyance of land owned by a 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 two parts and not involving any new streets or easements of access.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

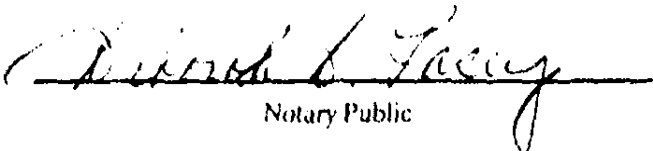
Affiant further states that _____ makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.



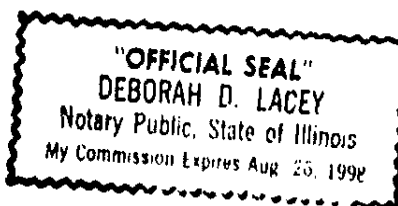
ROGER A. SERPE, General Counsel

SUBSCRIBED and SWORN to before me

this 25th day of June, 1998



Notary Public



98564181