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1998-09-15 14:58:18
Cook County Recorder 29.00

98820889
QUIT CLAIM DEED

THIS INDENTURE made this

2nd day of July, 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

46323-1099, 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 **NATIONAL TERMINALS CORPORATION**, a Delaware Corporation, with an

office at 7458 North Harlem Avenue, Chicago, Illinois 60631, 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: 1.2515 acres of vacant land, including approximately 1,000 lineal feet of track located in Bellwood, Illinois

PIN NUMBERS: 15-15-102-004

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.

77-27-319 DG

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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

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land, or in the event any grade crossing is vacated and closed, Grantee forever releases Grantor 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.

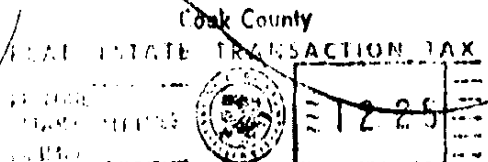
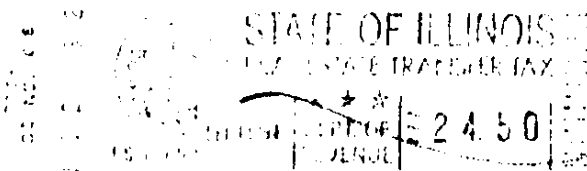
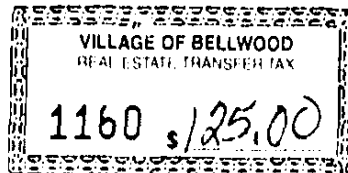
WITNESS:

**INDIANA HARBOR BELT
RAILROAD COMPANY**

By: *Cary W. Dickieson*
Cary W. Dickieson, President

ATTEST:

Wilberta Jackson
Wilberta Jackson, Secretary



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 30 day of June, A. D. 1998.

Elizabeth C. Gallagher
Notary Public

NOTARIAL SEAL
ELIZABETH C. GALLAGHER, Notary Public
City of Philadelphia, Phila County
My Commission Expires May 31, 1999

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

MAIL TO: NORWOOD BUILDERS
ATTN. LINDA YI CONDON
7458 N. HARLEM
CHICAGO, IL 60631

BOX 333-CTI

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EXHIBIT "A"

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THE SOUTH 50.00 FEET OF LOT 15 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST ¼ OF SECTION 15) AND THE SOUTH 50.00 FEET OF LOTS 16, 21 AND 22 (EXCEPT THE WEST 33.00 FEET OF LOT 22) IN THE COMMISSIONERS' PARTITION OF THE NORTH 56 ACRES OF THE WEST ¼ OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office