

COOK COUNTY
RECORDER
JESSE WHITE
BRIDGEVIEW OFFICE

QUIT CLAIM DEED

THIS INDENTURE made this
6th day of March, 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, quitclaims and conveys unto **THE VILLAGE OF LA GRANGE**, an Illinois Municipal Corporation, or nominee, whose mailing address is 53 South LaGrange Road, LaGrange, Illinois 60525, hereinafter referred to as the "grantee", all right, title and interest of the said grantor, of, in and to the following described real estate:

PARCEL 1 (HAZEL AVENUE PARCEL)

THE WEST 50.0 FEET (15.24m) OF LOTS 11, 12, AND 13, BLOCK 8 IN SHAWMUT AVENUE ADDITION TO LA GRANGE, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1895, AS DOCUMENT NUMBER 2203386, IN COOK COUNTY, ILLINOIS.

PARCEL 2 (TILDEN AVENUE PARCEL)

THE WEST 20.0 FEET (6.10m) OF LOTS 25, 26 AND 27 IN BLOCK 6 AND THE WEST 20.0 FEET (6.10m) OF VACATED BURLINGTON AVENUE LYING NORTH OF AND ADJACENT TO SAID BLOCK 6, ALL IN IRA BROWN'S ADDITION TO LA GRANGE, BEING A SUBDIVISION IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 1, 1876, AS DOCUMENT NUMBER 96703, IN COOK COUNTY, ILLINOIS.

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PROPERTY ADDRESS: Hazel Avenue and Tilden Avenue Parcels in LaGrange, Illinois

PIN NUMBER: 18-04-204-001

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.

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, 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.

(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) 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.

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(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 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.

WITNESS:

Margaret M. Clark

INDIANA HARBOR BELT RAILROAD COMPANY

By: [Signature]
Cary W. Dickieson, President

WITNESS:

Margaret M. Clark

ATTEST:

[Signature]
Wilberta Jackson, Secretary

SENT UNDER PROVISIONS OF PARAGRAPH (E)
SECTION 4 REAL ESTATE TRANSFER TAX ACT

3-13 [Signature]
DATE NAME

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COMMONWEALTH OF PENNSYLVANIA)
) SS: 98198659
 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 6th day of March, A. D. 1998.

Elizabeth C. Gallagher
 Notary Public

NOTARIAL SEAL
 ELIZABETH C. GALLACHER, 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:
 Terrence P. Falcon
 Martin Jones, Takot Kenney
 714 W. Burlington Ave.
 La Grange, IL 60525



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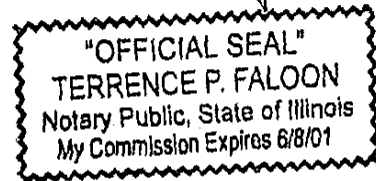
STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated MARCH 11, 19 98 Signature: John Kennedy Jr.
Grantor or Agent

Subscribed and sworn to before me the said AGENT this 11th day of MARCH, 1998.

Terrence P. Faloon
NOTARY PUBLIC

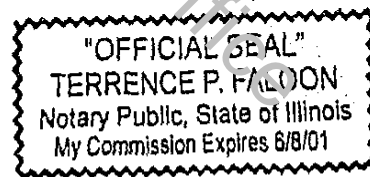


The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated MARCH 11, 19 98 Signature: John Kennedy Jr.
Grantee or Agent

Subscribed and sworn to before me the said AGENT this 11th day of MARCH, 19 98.

Terrence P. Faloon
NOTARY PUBLIC



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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