

UNOFFICIAL COPY

1587671/98017438K

QUIT CLAIM DEED

THIS INDENTURE made this

16<sup>th</sup> day of March, A.D., 1998,

WITNESSETH, that the

INDIANA HARBOR BELT

08246433

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 BOND STREET PARTNERSHIP, INC., an Illinois corporation, or nominee, having a mailing address of c/o Frank Paris, 1100 Keystone Avenue, River Forest, Illinois 60305, hereinafter referred to as the "grantee", all right, title and interest of the said grantor, of, in and to the following described real estate:

THAT PART OF LOTS 8 THROUGH 14, BOTH INCLUSIVE IN BLOCK 3 IN WEEKS SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 18, 1890 AS DOCUMENT 1211288, (BEING A SUBDIVISION OF ALL OF BLOCKS 1, 2 AND 3 (EXCEPT THE SOUTH 66.00 FEET OF SAID BLOCK 3) AND THAT PART OF BLOCKS 11, 12 AND 13 LYING WEST OF THE WISCONSIN CENTRAL RAILROAD; THE SOUTH 476.10 FEET MORE OR LESS OF BLOCK 4 AND THAT PART OF THE SOUTH 398.00 FEET MORE OR LESS OF BLOCK 10 LYING WEST OF SAID RAILROAD. ALL IN RIVER PARK, BEING A SUBDIVISION IN PART OF THE LA FRAMBOISE RESERVATION AND A PART OF THE NORTH 1/4 OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST AND SOUTHERLY OF A CURVED LINE CONCENTRIC WITH AND 23.00 FEET SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 11 IN BLOCK 4 IN WEEKS SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES 30 MINUTES 40 SECONDS EAST ALONG THE NORTH LINE OF SAID BLOCK 4 AND SAID NORTH LINE EXTENDED EAST A

98246433

Notary stamp processed pursuant to Section 7-10B-4 A (2) of the Franklin Park Village Code governing review of documents.

BOX 333-CTI

# UNOFFICIAL COPY

DISTANCE OF 133.00 FEET TO THE EAST LINE OF THE WEST ¼ OF VACATED LOMBARD AVENUE, THENCE SOUTH ALONG THE EAST LINE OF SAID WEST ¼ OF VACATED LOMBARD AVENUE, A DISTANCE OF 341.42 FEET TO A POINT 10.00 FEET NORTHWESTERLY OF (BY RADIAL MEASUREMENT) THE CENTER LINE OF A CURVED RAILROAD TRACK CONVEX TO THE NORTHWESTERLY, BEING THE POINT OF BEGINNING OF SAID LINE, THENCE SOUTHERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 819.00 FEET AN ARC DISTANCE OF 263.01 FEET TO THE SOUTH LINE OF SAID LOT 14 BLOCK 3 WEEKS SUBDIVISION AFORESAID AT A POINT 76.09 FEET NORTH 89 DEGREES 32 MINUTES 13 SECONDS WEST OF THE SOUTHEAST CORNER OF SAID LOT 14, SAID POINT ALSO BEING 10.00 FEET NORTHWESTERLY OF (BY RADIAL MEASUREMENTS) THE CENTER LINE OF SAID RAILROAD TRACKS

EXCEPTING AND RESERVING THEREOUT AND THEREFROM AND UNTO THE SAID GRANTOR, THE PERMANENT, PERPETUAL, UNRESTRICTED AND ASSIGNABLE EASEMENTS ON, OVER AND ACROSS A PARCEL OF LAND MORE SPECIFICALLY DESCRIBED ON THE SURVEY ATTACHED HERETO AS EXHIBIT "A" AND IDENTIFIED AS THE "SIGNAL HOUSE EASEMENT" FOR THE PLACEMENT, INSPECTION, USE, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RENEWAL AND REHABILITATION OF THE RAILROAD'S SIGNAL HOUSE; AND TOGETHER WITH THE PERMANENT PERPETUAL NON-EXCLUSIVE EASEMENT OVER A PARCEL OF LAND MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" (Signal House Access) FOR INGRESS AND EGRESS TO AND FROM SAID SIGNAL HOUSE) IN COOK COUNTY, ILLINOIS.

**PROPERTY ADDRESS:** 0.087 acres of vacant land located in Franklin Park, Illinois.

**PIN NUMBER:** 12-27-116-054

**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.

98246433

# UNOFFICIAL COPY

**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.

(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.

98246433

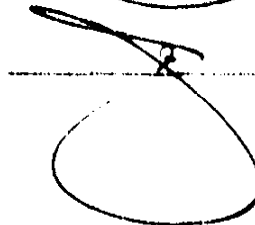
# UNOFFICIAL COPY

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:

  
\_\_\_\_\_

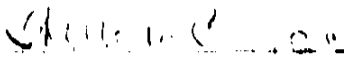
WITNESS:

  
\_\_\_\_\_

INDIANA HARBOR BELT  
RAILROAD COMPANY

By:   
\_\_\_\_\_   
Cary W. Dickieson, President

ATTEST:

  
\_\_\_\_\_   
Wilberta Jackson, Secretary

STATE OF ILLINOIS  
DEPARTMENT OF REVENUE  
PROPERTY TAX  
MARCH 1967  
05.00

Cook County  
REAL ESTATE TRANSFERRING TAX  
FEE  
MARCH 1967  
02.50

98246433

# 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 16th day of March, A. D. 1998.

*Elizabeth C. Allaghe*  
Notary Public

98246433

NOTARIAL SEAL  
ELIZABETH C. ALLAGHE  
NOTARY PUBLIC  
STATE OF PENNSYLVANIA

**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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## PLAT ACT AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF COOK } SS.

\_\_\_\_\_, being duly sworn on oath, states that

\_\_\_\_\_ resides at \_\_\_\_\_ . 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.

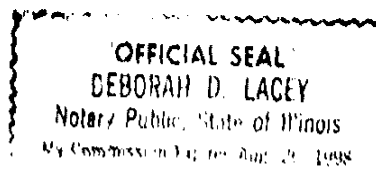
CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

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.

SUBSCRIBED and SWORN to before me

this 24th day of March, 1998

Deborah D. Lacey  
Notary Public



98246433