

THIS INDENTURE, made this 15th day of March between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement, dated

known as Trust Number 56766 party of the first part, and STATE BANK OF COUNTRYSIDE

as Trustee under the provisions of a certain Trust Agreement, dated the 9th day of MARCH 1999, and known as Trust Number 99-2020 party of the second part.

WITNESSETH, that said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Commonly Known As TEN (10) ACRES OF VACANT LAND ALONG AND NORTH OF CHICAGO AND JOLIET ROAD (THE "LAND")

Property Index Number 22-14-300-032 together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the said real estate with the appurtenances, upon the trusts, and for the uses and purposes herein and in said Trust Agreement set forth.

THE TERMS AND CONDITIONS APPEARING ON THE REVERSE SIDE OF THIS INSTRUMENT ARE MADE A PART HEREOF.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption or homesteads from sale on execution or otherwise.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to direction and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, including the authority to convey directly to the grantee Trustee named herein, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, as aforesaid, and not personally,

By EILEEN F. NEARY TRUST OFFICER



STATE OF ILLINOIS } I, _____, a Notary Public in and for COUNTY OF COOK } said County, in the State aforesaid, do hereby certify

EILEEN F. NEARY an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 15th day of March 1999

L. M. SOVIENSKI



Prepared By: American National Bank & Trust Company of Chicago
MAIL TO: Box 15 (M. Owens) Title Title 203 N. LaSalle
#1390 60601 Re: 26015-14

RECORDER TITLE INSURANCE

445-765-113

MAIL TO

(Reserved for Recorders Use Only)

1 day

UNOFFICIAL COPY

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys, to vacate any subdivision or part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Grantee, individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Grantee the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

99258769



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000445765 STO
STREET ADDRESS: VACANT LAND ON MAIN STREET
CITY: LEMONT COUNTY: COOK COUNTY
TAX NUMBER: 22-14-300-032-0000

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599 WITH THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 70.61 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 527.69 FEET TO THE INTERSECTION WITH A LINE 339.09 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14, AND THE POINT OF BEGINNING; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 1469.80 FEET TO A POINT ON A LINE WHICH HAS, AS ITS NORTHERLY TERMINUS, A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 14 WHICH IS 34.57 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4, AND WHICH PASSES 50.00 FEET (MEASURED PERPENDICULARLY) SOUTHEASTERLY OF A POINT 1709.62 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1704.90 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 506.62 FEET TO A POINT ON SAID EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 1099.43 FEET TO SAID NORTHERLY LINE OF DEED DOCUMENT NO. 18785599; THENCE EASTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 339.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 1724.34 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 14 WITH THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 241.84 FEET TO AN ANGLE POINT IN SAID LINE; THENCE WESTERLY ALONG SAID NORTHERLY LINE A DISTANCE OF 113.23 FEET TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14; THENCE NORTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 50.23 FEET TO A POINT ON A LINE DRAWN PARALLEL WITH AND 50.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM THE SAID NORTHERLY LINE OF THE PROPERTY CONVEYED TO NORTHERN ILLINOIS GAS COMPANY WHICH IS 113.23 FEET IN LENGTH; THENCE EASTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 110.42 FEET (111.66 FEET DEED) TO AN



TICOR TITLE INSURANCE COMPANY

ORDER NUMBER: 2000 000445765 STO
STREET ADDRESS: VACANT LAND ON MAIN STREET
CITY: LEMONT COUNTY: COOK COUNTY
TAX NUMBER: 22-14-300-032-0000

LEGAL DESCRIPTION:

ANGLE POINT IN SAID LINE; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND 50.00 FEET (MEASURED PERPENDICULARLY) NORTHERLY FROM THE SAID CONVEYED PROPERTY LINE A DISTANCE OF 244.68 FEET (244.34 FEET DEED) TO THE INTERSECTION WITH THE EAST LINE OF THE WEST 1/4 724.34 FEET OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS TO AND FROM PARCEL 1, AS DECLARED AND GRANTED IN EASEMENT AGREEMENT BETWEEN IMTT-LEMONT AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO TRUST NO. 56766 RECORDED AUGUST 15, 1997 AS DOCUMENT NO. 97-599,127

THAT PART OF SECTION 14, AFORESAID, DESCRIBED AS FOLLOWS:

COMMENCING ON THE CENTERLINE OF THE CHICAGO AND JOLIET ROAD AT A POINT WHICH IS 915.35 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 389.08 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 14, AND RUNNING THENCE NORTHWARDLY ALONG A LINE WHICH HAS, AS ITS NORTHERLY TERMINUS, A POINT WHICH IS 744.61 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE AND 1264.36 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 121.14 FEET TO A POINT ON THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF A PARCEL OF LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTHWARD ALONG THE LAST DESCRIBED LINE A DISTANCE OF 262.08 FEET; THENCE NORTHEASTERLY ALONG A LINE, HEREINAFTER REFERRED TO AS "LINE A", WHICH PASSES THROUGH A POINT 1709.62 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE AND 1704.90 FEET NORTH FROM THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 14, A DISTANCE OF 2552.71 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST 1/4 WHICH IS 111.94 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 77.37 FEET TO A POINT 34.57 FEET WEST OF SAID NORTHEAST CORNER OF THE SOUTHWEST 1/4, SAID POINT BEING THE INTERSECTION OF SAID NORTH LINE WITH THE NORTHEASTWARD EXTENSION OF A LINE DRAWN PARALLEL WITH AND 50.00 FEET SOUTHEASTERLY (MEASURED PERPENDICULARLY) OF THE AFOREMENTIONED "LINE A"; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 2559.77 FEET AND THROUGH A POINT ON THE EAST LINE OF THE WEST

UNOFFICIAL COPY 99258789



TICOR TITLE INSURANCE COMPANY

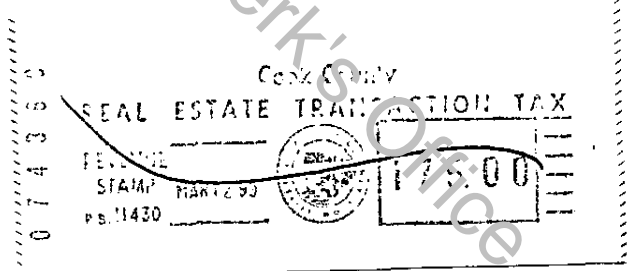
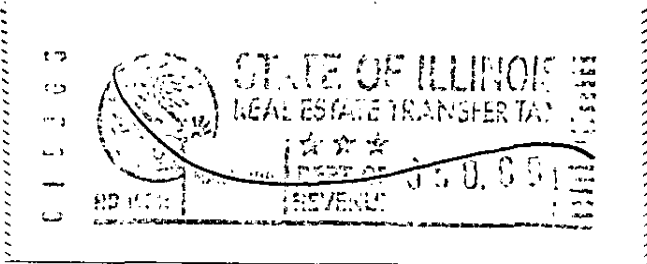
ORDER NUMBER: 2000 000445765 STO
STREET ADDRESS: VACANT LAND ON MAIN STREET
CITY: LEMONT COUNTY: COOK COUNTY
TAX NUMBER: 22-14-300-032-0000

LEGAL DESCRIPTION:

1724.34 FEET OF SAID SOUTHWEST 1/4 1049.62 FEET (1050.75, DEED) NORTH OF THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO AN INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 16.00 FEET EASTERLY (MEASURED PERPENDICULARLY) FROM A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE (AS SAID NORTHERLY LINE HAS BEEN MONUMENTED) OF A PARCEL OF LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599, SAID POINT BEING 492.81 FEET (MEASURED PERPENDICULARLY) NORTH FROM THE SOUTH LINE AND 942.64 FEET (MEASURED PERPENDICULARLY) EAST FROM THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 14; THENCE NORTHWARDLY TO A POINT WHICH IS 1280.86 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID SOUTH LINE AND 792.35 FEET (MEASURED PERPENDICULARLY) EAST FROM SAID WEST LINE OF SAID SOUTHWEST 1/4;

THENCE SOUTHERLY ALONG SAID LINE DRAWN PARALLEL WITH AND 16.00 FEET EASTERLY FROM THE LAST DESCRIBED LINE A DISTANCE OF 155.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY LINE OF THE PARCEL OF LAND CONVEYED TO NORTHERN ILLINOIS GAS COMPANY BY DEED RECORDED AS DOCUMENT NO. 18785599; THENCE WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 66.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



UNOFFICIAL COPY

99258769

SUBJECT TO THE FOLLOWING:

1. GENERAL TAXES FOR THE YEARS 1998 AND SUBSEQUENT YEARS
2. (A) TERMS, PROVISIONS, AND CONDITIONS RELATING TO THE EASEMENT DESCRIBED AS PARCEL 2 CONTAINED IN THE INSTRUMENT CREATING SAID EASEMENT.

(B) RIGHTS OF THE ADJOINING OWNER OR OWNERS TO THE CONCURRENT USE OF SAID EASEMENT.
3. EASEMENT IN FAVOR OF BADGER PIPE LINE COMPANY, AND ITS SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR A PIPE LINE AND ADDITIONAL PIPE LINES FOR THE TRANSPORTATION OF GAS, ETC, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED MAY 17, 1954 AS DOCUMENT NO. 15,904,289 AFFECTING A STRIP OF LAND 50 FEET IN WIDTH IN THE EAST ½ OF THE SOUTHWEST 1/4 OF SECTION 14, AFORESAID, SOUTHERLY OF THE FORMER RIGHT OF WAY OF THE CHICAGO AND DES PLAINES VALLEY ELECTRIC RAILROAD, EXCEPT THE FORMER RIGHT OF WAY OF THE GULF, MOBILE AND OHIO RAILROAD AS LOCATED PRIOR TO MARCH 8, 1963.
4. EASEMENT FOR INGRESS AND EGRESS RECORDED APRIL 16, 1985 AS DOCUMENT NO. 27,512,935 AFFECTING PARCEL 2.
5. RIGHTS OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS, IF ANY.
6. EXISTING UNRECORDED LEASES AND ALL RIGHTS THEREUNDER OF THE LESSEES AND OF ANY PERSON OR PARTY CLAIMING BY, THROUGH OR UNDER THE LESSEES.

J.P. "RICK" CARNEY
RECORDER
UNOFFICIAL COPY
AFFIDAVIT - METES AND BOUNDS

99258769

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

DOCUMENT NO. _____

Ronald Sprague for Powell Duffryn Terminals, Inc., being duly sworn on oath, states that

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

1. The sale or exchange is of an entire tract of land not being a part of a larger tract of land.
- ② The division or subdivision of the land is into parcels or tracts of five acres or more of size which does not involve any new streets or easements of access.
3. The division is 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 is between owners of adjoining and contiguous land.
5. The conveyance is 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 is of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance is 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. The conveyance is made to correct descriptions in prior conveyances.
9. The sale or exchange is of parcels or tracts of land following the division into no more than two parts of a particular parcel or tract of land existing on July 17, 1959, and not involving any new streets or easements of access.
10. The sale is of a single lot of less than five acres from a larger tract, the dimensions and configurations of said larger tract having been determined by the dimensions and configurations of said larger tract on October 1, 1973, and no sale prior to this sale, or any lot or lots from said larger tract having taken place since October 1, 1973, and a survey of said single lot having been made by a registered land surveyor.

CIRCLE NUMBER ABOVE WHICH IS APPLICABLE TO ATTACHED DEED.

AFFIANT further states that it makes this affidavit for the purpose of inducing the Recorder of COOK County, Illinois, to accept the attached deed for recording.

Powell Duffryn Terminals, Inc.

By: Ronald Sprague

Its: Anthony J. [Signature]

SUBSCRIBED AND SWORN TO BEFORE ME

this 16th day of March, 1999.

Kim M. Brown
Notary Public

