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Pol 212608-9 LD
Inv 58034

Hoosier State Bank of Indiana
5255 Hohman Avenue
Hammond, Indiana

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THIS INDENTURE WITNESSETH, that JOLIET AND NORTHERN INDIANA RAILROAD COMPANY, a Corporation of the State of Indiana, THE MICHIGAN CENTRAL RAILROAD COMPANY, a Corporation of the State of Michigan and PENN CENTRAL TRANSPORTATION COMPANY, a Corporation of the Commonwealth of Pennsylvania,

STOP

hereinafter referred to as the Grantor, for and in consideration of the sum of \$1,000.00, to it paid, the receipt of which sum is hereby acknowledged, quitclaims to Pearl Dawes, a widow of Cook County, Illinois



hereinafter referred to as the Grantee, all its right, title and interest of, in and to the following ~~described premises~~ premises described in Schedule "A" attached hereto and made a part hereof.

JUN 12 5 05 PM '79
AUDITOR, LAKE COUNTY
RECORDER

DULY ENTERED
FOR TAXATION

JUN 11 1979

Bates
AUDITOR, LAKE COUNTY

REAL ESTATE TRANSFER
VALUATION AFFIDAVIT FILED

Bates
AUDITOR, LAKE COUNTY

26-4-115

SCHEDULE "A"

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PARCEL II B

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the Lake County Recorder!

ALL THAT PARCEL of Land situate in the Town of Griffith, Township of St. Johns, County of Lake and State of Indiana, being part of the West Half of Section 3, Township 35 North, Range 9 West of the Second Principal Meridian, more particularly described as:

BEGINNING at a point, said point being on the West line of said Section 3 and 79.51 feet South of the intersection of the West line of said Section and the Northerly right-of-way line of railroad of Joliet & Northern Indiana Railroad Company, known as the Joliet Branch; thence Northeasterly, along a line 75.0 feet Southeasterly of and parallel to said Northerly right-of-way line, a distance of 2239.68 feet; thence Southeasterly, at right angles with the last described line, a distance of 26.47 feet; thence Southwesterly, along a line 101.47 feet Southeasterly of and parallel to said Northerly right-of-way line, a distance of 2249.0 feet to the West line of said Section 3; thence North, along said West line, a distance of 28.06 feet to the point of beginning.

CONTAINING 1.364 acres, more or less.



26-4-115

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THIS INSTRUMENT is executed, delivered and accepted upon the understanding and agreement:

(a) that the said Grantor shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of the said Grantor adjoining the same; or be liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the non-existence of such a fence;

~~that the said Grantee shall not have or assert to have any claim or demand whatsoever for compensation for damages, whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair or renewal of Grantor's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and the said Grantee hereby expressly releases the said Grantor from liability for any such damages;~~

(b) that the said Grantee shall not at any time hereafter ask, demand, recover or receive any compensation whatever for any damage which may be caused by the sliding of any part of the adjoining railroad embankment of the said Grantor, or by the draining or seeping of water therefrom upon or into the land hereinbefore described or upon or into anything which may be erected or placed thereon;

~~that the said Grantor shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that the said Grantee shall not, at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described on the~~ and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the land hereinbefore described on to or upon the remaining land of the said Grantor or on to or upon any part thereof;

(c) that in the event the tracks of the railroad of the Grantor are elevated or depressed, or the grades of any streets, avenues, roads, lanes, highways or alleys over the said railroad in the vicinity of the land hereinbefore described are changed so that they shall pass overhead or underneath the said tracks and railroad, or in the event any grade crossing is vacated and closed, the said Grantee, as owner of the land hereinbefore described, shall not ask, demand, recover or receive any compensation whatsoever for any damage of whatsoever nature caused by or in any manner growing out of the separation or change of grades of said railroad and/or said streets, avenues, roads, lanes, highways or alleys or out of the vacation and closing of any grade crossing;

~~that a right or means of ingress, egress or passageway to or from the land hereinbefore described is not hereby granted, specifically or by implication, and that the said Grantor shall not and will not be liable or obliged to obtain for the said Grantee such means of ingress, egress or passageway and also that the said Grantee will obtain a means of access to and from the said land at his or its own cost and expense.~~

(d) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the said Grantor.

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THE words "Grantor" and "Grantee" used herein shall be construed as if they read "Grantors" and "Grantees", respectively, whenever the sense of this indenture so requires and whether singular or plural, such words shall be deemed to include in all cases the heirs or successors and assigns of the respective parties.

IN WITNESS WHEREOF, the said Grantor has caused this Indenture to be executed by S.H. HELLENBRAND its Vice President

respectively *Secretary* and attested by *Secretary* R. W. CARROLL *Secretary*
this 27th day of April A.D. 1970.

JOLIET AND NORTHERN INDIANA RAILROAD COMPANY

By: *[Signature]*
S.H. HELLENBRAND

Attest: *[Signature]*
R. W. Carroll Vice President
Secretary

THE MICHIGAN CENTRAL RAILROAD COMPANY

By: *[Signature]*
S.H. HELLENBRAND

Attest: *[Signature]*
R. W. Carroll Vice President
Secretary

PENN CENTRAL TRANSPORTATION COMPANY

By: *[Signature]*
S.H. HELLENBRAND

Attest: *[Signature]*
R. W. Carroll Vice President
Assistant Secretary

REGISTERED

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

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BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared S.H. HELLENBRAND as Vice President and R.W. CARROLL as Secretary, respectively, of JOLIET AND NORTHERN INDIANA RAILROAD COMPANY and severally acknowledged the execution of the foregoing Indenture to be the voluntary act and deed of said JOLIET AND NORTHERN INDIANA RAILROAD COMPANY and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 28th day of April A.D. 1970.

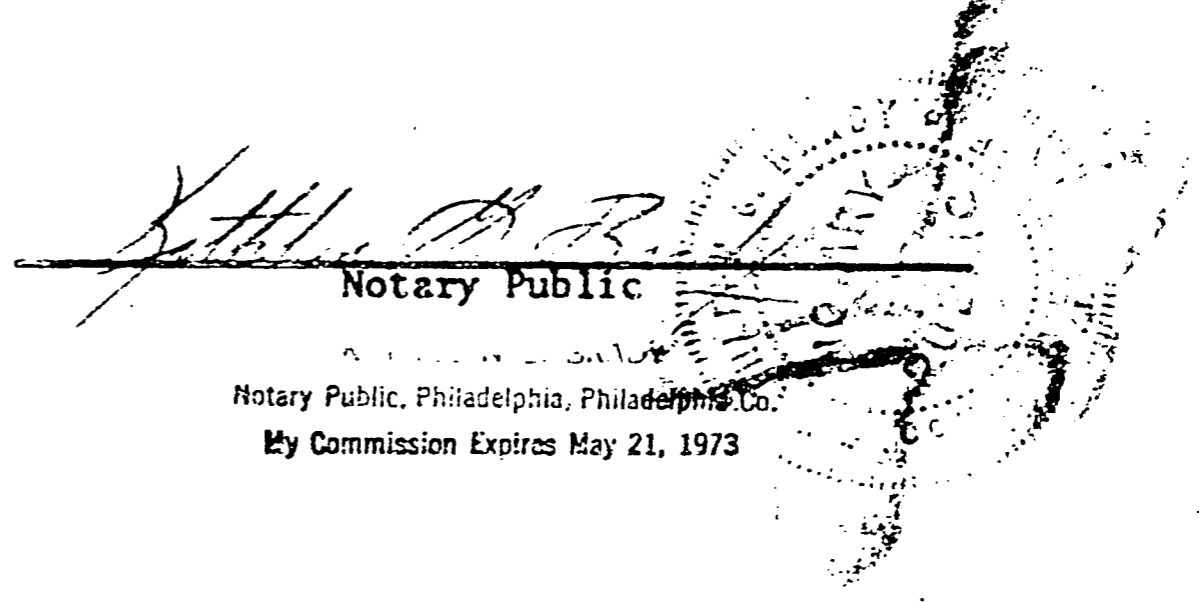


Notary Public
KATHLEEN G. BRADY
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 21, 1973

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared S.H. HELLENBRAND as Vice President and R.W. CARROLL as Secretary, respectively, of THE MICHIGAN CENTRAL RAILROAD COMPANY and severally acknowledged the execution of the foregoing Indenture to be the voluntary act and deed of said THE MICHIGAN CENTRAL RAILROAD COMPANY and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 28th day of April A.D. 1970.



Notary Public
KATHLEEN G. BRADY
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 21, 1973

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

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AFFIDAVIT THAT NO GROSS INCOME TAX IS DUE

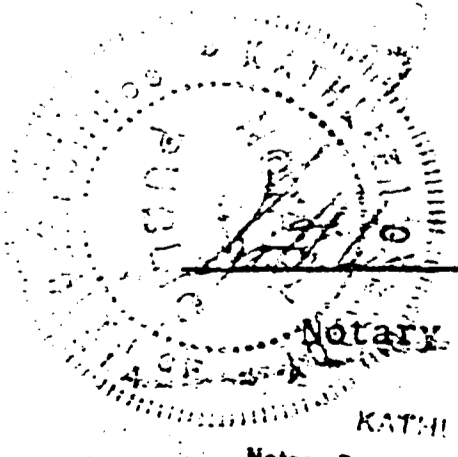
STOP

The undersigned, being first duly sworn upon oath, says that the undersigned is duly authorized to make this Affidavit on behalf of the Grantor named in the foregoing deed and that there is no Indiana Gross Income Tax due upon the proceeds received from the transfer of real estate, or any interest therein, described in such deed at the time of such transfer.



S. H. Hellenbrand
S. H. HELLENBRAND

SUBSCRIBED and SWORN to before me, a Notary Public in and for said County and Commonwealth, this *29th* day of *April*, A.D. 1970.



Kathleen G. Brady
Notary Public

KATHLEEN G. BRADY
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 21, 1973