

61511

Pol 2/2508-9 LD
Law 28034

Hoosier State Bank of Ind
5255 Hohman Ave
Hammond, Ind

61511

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THIS INDENTURE WITNESSETH, that JOLIET AND NORTHERN INDIANA RAILROAD COMPANY, a Corporation of the State of Illinois, 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 \$30,904.00 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.

REAL ESTATE TRANSFER
VALUATION AFFIDAVIT FILED

Barbara J. ...
AUDITOR, LAKE COUNTY

DULY ENTERED
FOR TAXATION

JUN 12 1977
Barbara J. ...
AUDITOR LAKE COUNTY

JUN 12 9 05 AM '77
ANDREW J. ANGELO
RECORDER

RECORD

SCHEDULE "A"

ALL THOSE TWO STRIPS OR PARCELS of land situate in the Township of St. Johns, County of Lake and State of Indiana, separately bounded and described as follows, viz:

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SITUATE in the Town of Schererville and being part of the East half of Section 4, Township 35 North, Range 9 West, of the Second Principal Meridian.

BEGINNING at a point at the intersection of the East line of Kennedy Avenue, said line being 30.0 feet East of and parallel to the West line of said East half of Section 4, and the Northerly right-of-way line of railroad of Joliet and Northern Indiana Railroad Company known as the Joliet Branch; thence Northeasterly, along said Northerly right-of-way line, a distance of 2762.73 feet to the East line of said Section 4, thence South along said East line, a distance of 107.57 feet; thence Southwesterly, along a line 101.47 feet Southeasterly of at right angles and parallel to the said Northerly right-of-way line, a distance of 2763.21 feet to said East line of Kennedy Avenue; thence North on said East line of Kennedy Avenue, a distance of 107.73 feet to the point of beginning.

CONTAINING 6.436 acres, more or less.



13-1-26

SITUATE in the Town of Griffith and being part of the West Half of Section 3, Township 35 North, Range 9 West, of the Second Principal Meridian,

BEGINNING at a point at the intersection of the West line of said Section 3, and the Northerly right-of-way line of railroad of Joliet and Northern Indiana Railroad Company, known as the Joliet Branch; thence Northeasterly along said Northerly right-of-way line, a distance of 2213.29 feet; thence Southeasterly, at right angles to the last described line, a distance of 75.0 feet; thence Southwesterly, along a line 75.0 feet Southeasterly of and parallel to the said Northerly right-of-way line, a distance of 2239.68 feet to the West line of said Section 3; thence North along said West line, a distance of 79.51 feet to the point of beginning.

CONTAINING 3.833 acres, more or less.

26-4-114

6271

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

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(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.

11099



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

and attested by R. W. CARROLL its Secretary and attested by R. W. CARROLL its Secretary & Asst. Secretary. respectively. this 21st day of APRIL A.D. 1970.

JOLIET AND NORTHERN INDIANA RAILROAD COMPANY

By: *[Signature]*
S. H. HELLENBRAND SHH Vice President

Attest:

[Signature]
E. W. Carroll Secretary

THE MICHIGAN CENTRAL RAILROAD COMPANY

By: *[Signature]*
S. H. HELLENBRAND SHH Vice President

Attest:

[Signature]
R. W. Carroll Secretary

PENN CENTRAL TRANSPORTATION COMPANY

By: *[Signature]*
S. H. HELLENBRAND SHH Vice President

Attest:

[Signature]
R. W. Carroll ASSTANT V.P. Secretary

RECORDED

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

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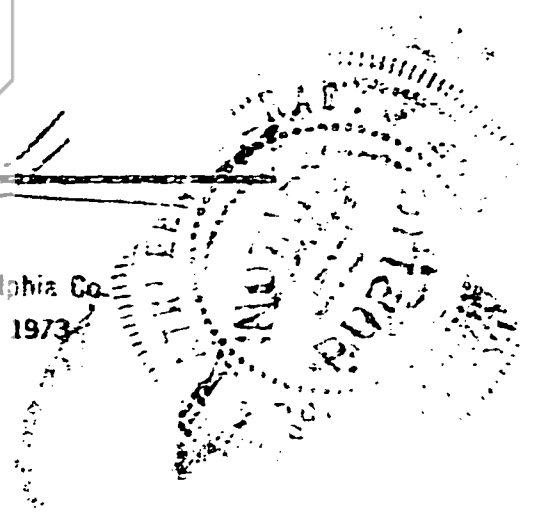
BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared S. H. Hellenbrand as Vice President and Secretary, respectively, of JOLIET AND NORTHERN INDIANA RAILROAD COMPANY and severally acknowledged the execution of the foregoing Indenture to be the voluntary 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 24th day of April A.D. 1970.

STOP



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

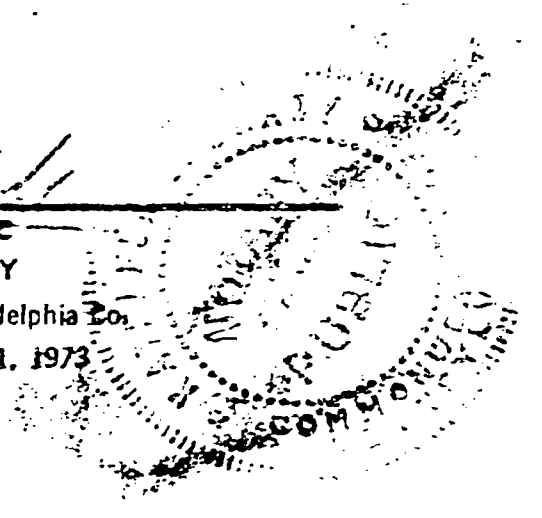


COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared S. H. Hellenbrand as Vice President and 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 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



~~THIS INSTRUMENT PREPARED BY:~~

61511

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COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

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the Lake County Recorder

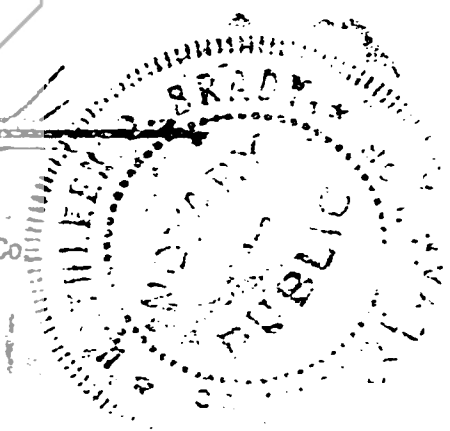
BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County,
as Vice President
as *Assistant*
COMPANY
personally appeared S. H. Hellenbrand
and *[Signature]*
Secretary, respectively, of PENN CENTRAL TRANSPORTATION
and severally acknowl-
edged the execution of the foregoing Indenture to be the voluntary act and
deed of said PENN CENTRAL TRANSPORTATION COMPANY
and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this *29th* day of *April*
A.D. 1970.

STOP



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



_____))
) SS
)

BEFORE ME, the undersigned, a Notary Public in and for said
as personally appeared
as and
as Secretary, respectively, of
and severally acknowl-
edged the execution of the foregoing Indenture to be the voluntary act and
deed of said
and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this day of
A.D. 19

Notary Public

THIS INSTRUMENT PREPARED BY:
George R. Stevenson
Room 1444 - Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

61571

COMMONWEALTH OF PENNSYLVANIA)
: ss
COUNTY OF PHILADELPHIA

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AFFIDAVIT THAT NO GROSS INCOME TAX IS DUE

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.

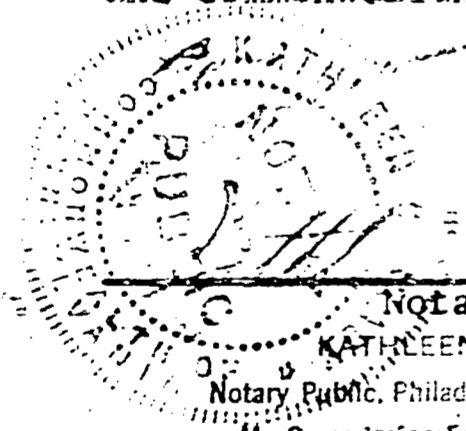
STOP



S. H. Hellenbrand



SUBSCRIBED AND SWORN to before me, a Notary Public in and for said County and Commonwealth, this 28th day of

A. D. 1970.




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