

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

445-065

charges recd:

PROPERTY

Squire, Spaulding & Dempsey
1500 Huntington Building
Cleveland, Ohio 44115
Attn: Sidney R. Hayes

086698

FEB 27 1990

Clare M. Burtone
AUDITOR LAKE COUNTY

THIS INDENTURE made this 3rd day of December A. D., 1989,

WITNESSETH, that the INDIANA HARBOR BELT RAILROAD COMPANY, a Corporation of the State of Indiana, with an office at of Six Penn Center Plaza, Philadelphia, Pennsylvania 10103, hereinafter referred to as the "Grantor", for and in the consideration of SIXTY-FOUR THOUSAND NINE HUNDRED THREE DOLLARS (\$64,903.00), to it paid, the receipt of which is hereby acknowledged, quitclaims unto KEIL CHEMICAL, a division of Ferro Corp., a Corporation of the State of Ohio, whose mailing address is 3000 Sheffield Avenue, Hammond, Indiana 46320, hereinafter referred to as the "Grantee", all right, title and interest of the said Grantor, of, in and to the following described real estate:

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

ALL THOSE TWO (2) CERTAIN pieces or parcels of land, being a part or portion of Grantor's property known as the Indiana Harbor Belt Railroad Company, identified as Line Code 9702 in Grantor's corporate records, situate in the City of Hammond, Township of North, County of Lake and State of Indiana, separately bounded and described in accordance with a Plat of Survey prepared by Rowland A. Fabian, Registered Land Surveyor No. 6538, Box 4063, Hammond, Indiana, dated September 27, 1989; as follows:

Parcel 1

A TRAPEZOIDAL shaped parcel of land with 2 widths, one 66 foot wide and another 100 foot wide, in the East Half of Section 13, Township 37 North, Range 10 West of the Second Principal Meridian lying south of the north line of dedicated 129th Street (80 feet wide) and then lying north of the northeast line of the Indiana East-West Toll Road (300 feet wide).

BEGINNING at a point measured on the south line of the Northeast Quarter of said Section 13 that is 1,562.80 feet west of the southeast corner of said Northeast Quarter; thence continuing west on said south line of the Northeast Quarter 34.93 feet to the easterly line of a 66 foot wide right of way tract of land of the Indiana Harbor Belt Railroad; thence North 14° 03' 52" East along said easterly right of way line, for a distance of 287.96 feet to the north line of 80 foot wide and dedicated 129th Street; thence west on a line parallel to and 280 feet north of the south line of said Northeast Quarter for a distance of 67.79 feet to a line parallel to and 66 feet northwesterly of aforesaid 287.96 foot line; thence southwesterly on said parallel line, 1,323.28 feet, more or less, to the northeasterly line of 300 foot wide Indiana East-West Toll Road; thence southeasterly on said northeasterly line of Indiana East-West Toll Road, for a distance of 202.57 feet to a line parallel to and 100 foot distance from aforesaid 1,232.28 foot line; thence northeasterly on said 100 foot parallel line, 1,234.94 feet to the point of BEGINNING.

00320

1100
1/27

CONTAINING 132,518 square feet, or 3.042 acres, more or less.

Parcel 2

A TRAPEZOIDAL shaped parcel of land with a width of 66 feet, in the Northeast Quarter of Section 13, Township 37 North, Range 10 West of the Second Principal Meridian lying north of the north line of dedicated 129th Street (80 feet wide) and more particularly described as follows:

COMMENCING at a point measured on the south line of the Northeast Quarter of said Section 13 that is 1,562.80 feet west of the southeast corner of said Northeast Quarter; thence continuing west on said south line of the Northeast Quarter 34.93 feet to the easterly line of a 66 foot wide right of way tract of land of the Indiana Harbor Belt Railroad; thence North 14° 03' 52" East along said easterly right of way line, for a distance of 287.96 feet to the north line of 80 foot wide and dedicated 129th Street which point is the point of BEGINNING of this 66 foot wide trapezoidal shaped parcel of land; thence continuing northeasterly on said easterly line of a 66 foot wide Indiana Harbor Belt Railroad property, for a distance of 427.71 feet to the end of the in place track of said railroad; thence westerly at right angles 66 feet; thence southwesterly at right angles on a line parallel to aforesaid 427.71 foot line, for a distance of 443.19 feet to the north line of 80 foot wide and dedicated aforesaid 129th Street; thence east on said north line, for a distance of 67.79 feet to the point of BEGINNING.

CONTAINING 28,740 square feet, or 0.660 of an acre.

TOGETHER with all right, title and interest of, in and to 1,871 lineal feet of railroad track and its appurtenances located on the premises hereinbefore described.

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 or 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 land hereinbefore described, from and after the date of delivery of this deed.

(2) Should a claim adverse to the title hereby quitclaimed be 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 hereinbefore 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 hereinbefore 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 hereinbefore 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: INDIANA HARBOR BELT RAILROAD COMPANY

BY: Richard C. Sullivan
Richard C. Sullivan, President

Juliana R. Sparks
Juliana R. Sparks

WITNESS: ATTEST:
James W. Hartman
James W. Hartman, Secretary

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned, a Notary Public in and for said Commonwealth and County, personally appeared Richard C. Sullivan, President of INDIANA HARBOR BELT RAILROAD COMPANY and its Secretary, respectively, of INDIANA HARBOR BELT RR COMPANY, and severally acknowledged the execution of the foregoing Instrument to be the voluntary act and deed of said INDIANA HARBOR BELT RR CO., and their voluntary act and deed as such officers.

WITNESS my hand and notarial seal, this 13th day of December, A. D. 1989.



James W. Hartman
Notary Public

Notary Seal
James W. Hartman, Jr., Notary Public
Philadelphia, Philadelphia County
My Commission Expires May 20, 1991

THIS INSTRUMENT PREPARED BY:

Juliana R. Sparks
Consolidated Rail Corporation
Fifteenth Floor, Six Penn Center
Philadelphia, Pennsylvania 19103
Case No. 69507

:nls

Indiana Gross Income Tax
Sale of Real Estate

Sold by
Indiana Harbor Belt Railroad

Date 2-23-90

778.82

Receipt # 438710

6 9 5 0 7

D E E D



Prep:
Chkd:
Apvd:

Descp:
Compd: