

GRANT OF EASEMENT

This Agreement to grant an easement made and entered into by and between LA GRANGE STATE BANK, as Trustee under Trust No. 1210, 14 South La Grange Road, La Grange, Illinois 60525 ("Grantor") and THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, P. O. Box 157, Joliet, Illinois 60434 ("Grantee") this 10th day of October, 1974;

W I T N E S S E T H :

WHEREAS Grantee is the owner of the fee simple title to certain real estate, hereinafter referred to as the "dominant property", which real estate is legally described as follows:

That part of the Northwest quarter of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of the Northwest quarter 80 feet West of the center of Section 34, in Township 34 North, and in Range 9 East of the Third Principal Meridian, thence North 900 feet, thence West to the East right of way line of the Chicago and Alton Railroad, thence Southwesterly along said East right of way line of the Chicago and Alton Railroad to the centerline of the said Section 34; thence East along said centerline of Section 34 to the point of beginning in Will County, Illinois

and WHEREAS Grantor is the owner of the legal fee simple title to certain real estate, hereinafter referred to as the "servient property", being South of and adjacent to the dominant property and legally described as:

That part of the Southwest quarter of Section 34, Township 34 North, Range 9, East of the Third Principal Meridian, lying East of the Chicago and Alton Railroad, excepting therefrom the East half of the East half thereof, in Will County, Illinois, and

WHEREAS Grantor has agreed to grant an easement for ingress and egress to the dominant property over and upon the servient property;

RECORDED OCTOBER 25, 1974

WING

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises herein contained, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. Grantor hereby grants unto Grantee, its successors and assigns, in common with Grantor, its successors and assigns, an easement to run with the land for ingress and egress a right of way, not to exceed a width of 30 feet, over, across and upon a strip of land of the servient property, to extend from the South line of the dominant property to Blodgett Road, which adjoins the South line of the servient property.

2. The location of said right of way shall be determined and designated in the sole judgment and discretion of the Grantor.

3. The location of said right of way may be changed from time to time to another location on the servient property by the Grantor or any subsequent owner or owners of the legal fee simple title to that portion of the servient property over which the right of way lies.

4. Notice of any change in the location of said right of way shall be sent by certified mail to Grantee at its address set forth herein; in the event Grantee is not then owner of the fee simple title of the dominant property, such notice shall be sent by certified mail to the owner of the fee simple title as of such time, at the address shown on the recorded Deed under which the then title holder acquired title to the dominant property.

RECORDED OCTOBER 25, 1974


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Said notice shall be sent not less than 60 days prior to the date upon which any such change in location of the right of way is to be effective.


5. Said easement is not intended for public use nor dedicated for public purposes, nor to be subject to public or governmental control, but is intended for the common use of the owners of the dominant and servient properties, their tenants and licensees, forever.

6. In the event any governmental body shall provide a road which gives the owner of the dominant property access to blodgett Road, this agreement and the said easement shall then cease and determine.

IN WITNESS WHEREOF, the Grantor, pursuant to the Trust Agreement under which the aforesaid Trust No. 1210 was heretofore established, has caused its name to be signed to this instrument by its ~~Trust Officer~~ ^{Trust Officer} ~~President~~ and attested by its Asst. Secretary, with its corporate seal hereunto affixed, and the Grantee has caused its name to be signed to this instrument by its President and attested by its Secretary, with its corporate seal hereunto

 Asst. Secretary

LA GRANGE STATE BANK, as Trustee under Trust No. 1210 Grantor
By Charles W. Daniel
President
Trust Officer

 Secretary

THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, Grantee
By Harlan B. Bann
President

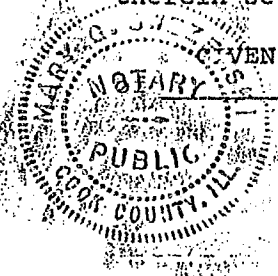
THIS INSTRUMENT WAS PREPARED BY:
Fred H. Law, Jr.
111 West Washington Street
Chicago, Illinois 60602

This Agreement is signed by the La Grange State Bank, not individually, but solely as Trustee, under a certain Trust Agreement known as Trust No. 1210. Said Trust Agreement hereby made a part hereof and any claims against said Trustee or any of its trustees beneficially or otherwise in said property which may result herefrom shall be payable only out of any trust property which may be thereunder. Any and all personal liability of the La Grange State Bank, or any person interested beneficially or otherwise in said property is hereby expressly released by the parties hereto and their heirs, assigns, and assigns.

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Mary G. Swezenski, A NOTARY PUBLIC in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Charles M. Jardine, Trust Officer ~~President~~ of LA GRANGE STATE BANK, and J. B. Burke, Assistant Secretary, of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer ~~President~~ and Asst. Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

RECORDED OCTOBER 25, 1974

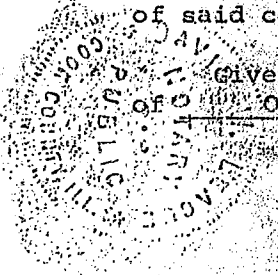


GIVEN under my hand and Notarial Seal this 10th day of October, 1974.

Mary G. Swezenski
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that G. HARLAN BANE, personally known to me to be the President of THE CHICAGO JOLIET LIVESTOCK MARKETING CENTER, INC., a Delaware corporation, and JOHN C. ALLEN, JR., personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



GIVEN under my hand and official seal, this 10th day of October, 1974.

G. Harlan Bane
Notary Public

GRANTED TITLE AND TRUST CERTIFICATE