

1930-446391

ASSGT BOOK 27 PAGE 276

The Grantor, Judson Haggerty, a widower, of the City of Joliet, County of Will and State of Illinois, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable considerations in hand paid, does hereby Grant, Bargain, Sell, Convey and Warrant to Super-Power Company of Illinois, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called the "grantee") its successors and assigns, a perpetual right to construct, operate, use and maintain electrical transmission lines (including towers and necessary fixtures and wires and cables attached thereto) over and upon the premises of the grantor hereinafter specifically described, for the transmission of electrical energy; such lines to form a part of an electrical transmission system extending from the lands owned by the grantee and the station and other structures thereon in Tazewell County, Illinois, to other lands and structures located beyond the premises of the grantor, including the right to patrol and repair such lines and to cut, trim and / or remove trees, shrubs and bushes upon or overhanging said premises of the grantor and the right of ingress to and egress from said premises at all times for any and all such purposes.

The premises of the grantor over and upon which said rights are hereby granted, bargained, sold, conveyed and warranted are described as follows:

All that part of the Northwest quarter of Section Thirty-four (34) Township Thirty-four (34) North, Range Nine (9) East of the Third Principal Meridian, lying within One Hundred Twenty-five (125) feet of each side of a center line described as follows: Beginning at a point on the North section line of said Section which is Nine Hundred Twenty-one and eighty-four hundredths (921.84) feet East of the Northwest corner of said Section and extending Southwesterly to a point on the West section line of said Section which is Four Hundred Ninety-nine and seven-tenths (499.7) feet South of the Northwest corner of said Section.

All situated in the County of Will in the state of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

The towers on said premises shall not exceed two in number, with not more than one half of said number in each of two parallel rows, and with the towers of the second row if and when installed, approximately opposite those of the row first installed.

It is expressly understood and agreed that the grantee, its successors and assigns will pay to the grantor and any successor of him in title to the above described premises, any and all damage to fences, crops or live stock in any way arising from the construction, operation, use and maintenance of electrical transmission lines upon the said premises hereinabove described. Any such damage shall be paid within thirty (30) days after written notice that such damage has occurred is given by the party entitled thereto to grantee or its successors or assigns.

Grantor expressly reserves all oil and coal underlying said premises with the right to remove the same through subterranean passages and the use of the surface of said premises for agricultural purposes in such manner as not to interfere with the construction, maintenance, patrol and use by grantee, its successors and assigns, of electrical transmission lines, equipment and appurtenances thereon, or with other transmission line uses, but no structure shall be erected by the grantor on said premises, and it is agreed that neither grantee nor its successors or assigns shall construct or repair, or be required to construct or repair any fence upon the premises of the grantor.

Dated this Third day of December A. D. 1930.

Judson Haggerty (Seal)

State of Illinois }
County of Will } ss.

I, Henry Gates, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Judson Haggerty, a widower, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 3rd day of December A. D. 1930.

Henry Gates
Notary Public
Will County, Ill.

Henry Gates
Notary Public
My commission expires Oct. 25, 1934.

To Super-Power Company of Illinois

The undersigned, Lessee of the within described premises under lease dated May 14, 1909, expiring Feb. 1936, from Judson Haggerty, Lessor, for \$1.00 in hand paid, the receipt whereof is hereby acknowledged, hereby consent to and join in the granting to you of the within and foregoing right-of-way easement.

Dated this 3d day of Dec. 1930.

Kenneth B. Roderick (Seal)

Witnessed By
L.A. Berry

No. 440391 Filed for record the 9th day of December A. D. 1930 at 10.20 o'clock A. M.

William W. Smith
Recorder of Deeds.

Know all Men by these Presents: That The First National Bank of Joliet, of the City of Joliet, in Will County, Illinois, a Corporation duly organized under the laws of the United States of America, for and in consideration of the sum of One Dollar, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby demise, convey, release and quit-claim unto Andrew Torkelson and Julia Torkelson, his wife, and Theodore Torkelson, a bachelor, of the Town of Joliet, County of Will and State of Illinois, all the right, title, interest, claim or demand whatsoever that it may have acquired, as Trustee, in, through or by a certain Trust Deed, dated the First day of November, A. D. 1927, and recorded in the Recorder's Office of Will County, Illinois, in Book 896, page 42, as Document Number 412670 to the premises therein described.

And which said Trust Deed was made to secure Twelve (12) certain promissory notes bearing even date with said Trust Deed for the sum of Twenty-Five Hundred (\$250.00) Dollars and No cents.

In Witness Whereof, The First National Bank of Joliet, as Trustee, has caused these presents to be executed by its Vice-President and its Corporate Seal to be hereto affixed and attested by its Cashier, this Ninth day of December A. D. 1930.