

# UNOFFICIAL COPY

10/1

41601

24 621 262

THE GRANTOR, OKLAHOMA OIL CO.

a corporation created and existing under and by virtue of the laws of the State of Delaware and duly authorized to transact business in the State of Illinois for and in consideration of the sum of TEN (10.00) DOLLARS. and other good and valuable consideration in hand paid and pursuant to authority given by the Board of Directors of said corporation

knowingly convey and Warrant unto the MERCANTILE NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee under the provisions of a certain Trust Agreement, dated the 12th day of January 1978, and known as Trust Number 1860 TH, the following described real estate in the County of Cook and State of Illinois, to-wit:

Lot 7 (except the north 10.0 feet and except the west 22.0 feet thereof), together with Lots 8 to 10 (except the west 22.0 feet of said Lots 8 to 10) in Block 40 in resubdivision of Block 40 and of Lot 1 in Block 41 in Frederick M. Bartlett's Third Addition to Bartlett Highlands, being a subdivision in the south west quarter of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian; in Cook County, Illinois.

Subject to current taxes not yet delinquent and such covenants and conditions and restrictions of record approved by Purchaser, or its beneficiary or beneficiaries, in writing.

TO HAVE AND TO HOLD the said real estate with the appurtenances upon the trust, and for the uses and purposes herein and in said Trust Agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to create any subdivision part thereof, and to resubdivide said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, to lease said real estate, or any part thereof, from time to time, in possession or reversion, by lease to commence in present or in future, and upon any terms and for any period or periods of time, not exceeding in the case of a lease to term leases and options to renew leases and options to extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract, respecting the manner of using the amount of present or future rentals, to partition or to exchange said real estate, or any part thereof for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said real estate and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said Trustee, or any successor in trust, in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate shall be conclusive evidence in favor of every person (including the Registrar of Titles of said county) relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was in full force and effect; (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement; (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of it, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither Mercantile National Bank of Chicago, individually as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by its in the name of the then beneficiaries under said Trust Agreement, as their attorney-in-fact, and such liability shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof. All persons and corporations who receive or whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under or by or for them shall be only in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, and the intention hereof being to vest in said Mercantile National Bank of Chicago the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or to issue the certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Illinois, providing for exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Secretary, this 5th day of September, 1978.



OKLAHOMA OIL CO. (NAME OF CORPORATION)

BY James S. Lynn PRESIDENT  
ATTEST: Shelton J. Mall ASSISTANT SECRETARY

10.00

ADDRESS OF PROPERTY: 5337 South Harlem Avenue

Chicago, Illinois THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED.

SEND SUBSEQUENT TAX BILLS TO: Lunan Corp. (Name) 645 N. Michigan Ave. (Address) Chicago, Ill.

MAIL TO: DELRMAN S LYNN (Name) SUITE 2700 - 30 North LaSalle St (Address) Chicago, Ill. 60602 (City, State and Zip)

OR RECORDER'S OFFICE BOX NO. 533

CITY OF CHICAGO REAL ESTATE TRANSACTION TAX DEPT. OF REVENUE 200.00  
STATE OF ILLINOIS REAL ESTATE TRANSACTION TAX 24621262

1907 35 - Trust 66-55-312

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

SEP 11 2 45 PM '78

*William H. Wilson*  
RECORDER OF DEEDS  
\*24621262

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James S. Casey personally known to me to be the \_\_\_\_\_



President of the Oklahoma Oil Co. corporation, and Sherwin J. Malkin personally known to me to be the Assistant 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 Assistant Secretary, they signed and delivered the said instrument as \_\_\_\_\_ President and Assistant 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 5th day of September 1978  
Commission expires October 31 1981

*Ruth G. Miller*  
NOTARY PUBLIC

BOX **69**  
TRUST NO. 1860-TH

**Trust in Trust**

TO  
*Mercantile National Bank  
of Chicago*  
TRUSTEE

**OF RECORDED DOCUMENT**