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DEED IN TRUST

26570646

Form 191 Rev. 11-71

The above space for recorder's use only

59566

THIS INDENTURE WITNESSETH, THAT THE GRANTOR, CLARK OIL & REFINING CORPORATION a Wisconsin Corporation and State of Wisconsin, for and in consideration

of the sum of TEN DOLLARS AND NO CENTS----- Dollars (\$ 10.00),

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and Warrant S unto AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association whose address is 33 No. LaSalle Street, Chicago, Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 16th day of February 1983, and known as Trust Number 56912

the following described real estate in the County of Cook and State of Illinois, to wit:

All of Block 9 (except the West 33 feet thereof taken for Crandon Avenue and except that part of Block 9 lying East of a line which is perpendicular to the South line of Block 9 and 85 feet West of the point of intersection of the South line of Block 9 and Southwesterly line of the Baltimore and Ohio Railroad right-of-way; and except that part of Block 9 lying North of a line which is perpendicular to West line of Block 9 and 86 feet South (measured along a line 33 feet East of and parallel to West line of Block 9 aforesaid) of the point of intersection of Southwesterly line of Baltimore and Ohio Railroad right-of-way with a line 33 feet East of and parallel to West line of Block 9 aforesaid in Circuit Court Partition of the East half of the East half of the South East quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

THIS INSTRUMENT PREPARED BY:

William L. Smith, Jr., Attorney
29 S. LaSalle Street, # 930
Chicago, Illinois 60603
782-8444

26570646

TO HAVE AND TO HOLD the said real estate with the appurtenances, upon the trusts 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, maintain and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys to public use, to sell, lease, convey, mortgage, or otherwise dispose of said real estate as often as desired, in contract to sell, to grant options to purchase to sell or 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, power and authorities vested in said Trustee, in trustee, to dedicate, to mortgage, to lease or otherwise dispose of 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 leases 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 any single lease the term of 100 years, and to renew or 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 fee estate and to contract respecting the manner of fixing the amount of payment or payment in satisfaction of an exchange of 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 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, in a like, 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, to whom said real estate or any part thereof shall be conveyed, entrusted 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 to be received or advanced in said real estate, or be obliged to see that the terms of this instrument 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, lease, 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 a claim made under any such contract, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this instrument and by said Trust Agreement was in full force and effect, (b) that such contract or other instrument was executed in accordance with the terms, conditions and limitations contained in this instrument and in said Trust Agreement or in all amendments thereof, if any, and binding upon all beneficiaries thereunder, (c) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver every such deed, lease, mortgage or other instrument, and (d) that 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 seized, with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

This conveyance is made upon the express understanding and condition that neither American National Bank and Trust Company of Chicago, individually or 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 done or omitted by it or its agents or attorneys in or about said real estate or in or about the execution or performance of this deed of 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 created by the Trustee in connection with said real estate may be entered into by it in the name of the trust beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or, at the election of the Trustee, in its own name, as Trustee of its express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only as 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 whosoever and 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 them or any of them shall inure in the earnings, avails and proceeds arising from the sale or any other disposition of said real estate, and such interest is hereby declared to be personal income, 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 earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said American National Bank and Trust Company of Chicago the entire legal and equitable title, free simple, to and to all of the real estate above described.

If, be it noted, any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title by 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.

The undersigned 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.

As Witness Whereof the grantor aforesaid has hereunto set its hand and seal the 16th day of April 1983

CLARK OIL & REFINING CORPORATION
By: M.R. Burmaster (SEAL)

Joel F. Graziani
STATE OF Missouri, a Notary Public in and for said
County of St. Louis, County, in the State aforesaid, do hereby certify that M.R. BURMASTER
is VICE PRESIDENT OF CLARK OIL AND REFINING CORPORATION

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the Corporation's 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 seal this 5th day of April A.D. 1983

Joel F. Graziani Notary Public

My commission expires 8/21/1984

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT. OF REVENUE
APR 15 83
REVENUE

COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
APR 17 83
REVENUE

CITY OF CHICAGO
REAL ESTATE TRANSACTION TAX
DEPT. OF REVENUE
APR 17 83
REVENUE

American National Bank and Trust Company of Chicago
M. J. SAMIS Box 221
179 W. WASHINGTON #1100
CHICAGO, ILL. 60602

2310 E. 79th St Chicago, Illinois
For information only insert street address of above described property.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
1983 JUN 15 AM 10:59

Submittal
RECORDED
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Property of Cook County



THIS INSTRUMENT RECORDED BY:
RECORDS SECTION
JUN 15 1983

Records Office

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END OF RECORDED DOCUMENT