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27491093

This Indenture Witnesseth, That the Grantor, Clark Oil & Refining Corporation, a Wisconsin corporation,

of the County of St. Louis and State of Missouri, for and in consideration

of the sum of Ten and no/100 Dollars (\$10.00),

in hand paid and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey S and warrants

unto NATIONAL BOULEVARD BANK OF CHICAGO, 400-410 North Michigan Avenue, Chicago, Illinois 60611, a National Banking Association, as Trustee under the provisions of a certain Trust Agreement, dated

the 13th day of September 19 84, and known as Trust Number 7953,

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

The West 50 feet of Lot 47 and all of Lots 48, 49 and 50 in Thomas Hurford's Subdivision of the West Half of Block 5 in Canal Trustees' Subdivision of the West Half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (Except the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter), in Cook County, Illinois.

It is further agreed that the subject property shall not be used for the sale or dispensing of petroleum products for a period of ten years from the date hereof and that this restriction shall be construed as a covenant running with the land.

SUBJECT TO

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, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivisor or part thereof, and to convey either said real estate as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either said real estate as often as desired, 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 real estate, or any part thereof, with or without assent or successors in trust all of the title, estate, powers and authorities vested in said real estate, or any part thereof, to mortgage, pledge or otherwise encumber said real estate, or any part thereof, or in future and upon any terms and extend thereof, from time to time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and to purchase the whole or any part of the reversion and to contract respecting the manner of fixing 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 options to purchase the whole or any part of the reversion and to grant options to lease and options to renew leases and to purchase the whole or any part of the reversion and to exchange said real estate, or any part thereof, for other real or personal property, to grant other 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, 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 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, estate, or expediency of any act of said Trustee, or be obliged or privileged to inquire into 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 Agreement was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said Trust Agreement and in all amendments thereof, if any, and binding upon all beneficiaries thereunder; (b) that said Trustee, or any successor in trust, was duly authorized and empowered to execute and deliver the same; (c) that said Trustee, or any successor in trust, was duly appointed and are fully vested 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 National Boulevard Bank 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 them or their agents or attorneys in or about the sale or property 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 the Trustee in the name of the 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 an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as an assignor, the intention hereof being to vest in said National Boulevard Bank of Chicago the entire legal and equitable title to the trust property, and funds in the actual possession of the Trustee 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 be only 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 property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate, such, but only in the earnings, avails and proceeds thereof, as aforesaid, the intention hereof being to vest in said National Boulevard 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 note in the certificate of title duplicate thereof, or memorial, or 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, the grantor aforesaid has hereunto set its hand and seal this 13th day of September 19 84.

By: Michael J. Curran [SEAL]
Michael J. Curran, Asst. Secretary

By: W. R. Burmaster [SEAL]
W. R. Burmaster, Vice President
Address of papers:
1533W. North Ave. Box 334
Chicago

This instrument drafted by:
Joel F. Gatzert, Esq.
793 S. Clayton Rd.
Mt. Pleasant, Mo. 63117
61299

UNOFFICIAL COPY

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STATE OF Missouri

COUNTY OF St. Louis

ss.

I, Faye Marie Peats

a Notary Public in and for said ~~County~~ State aforesaid, do hereby certify that M. R. Burmaster, Vice President and Michael J. Curran, Assistant Secretary for Clark Oil & Refining Corporation

personally known to me to be the same person_s whose name_s _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act/for the uses and purposes the corp. therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notary seal this 13th day of Sept A. D., 1984.
Faye Marie Peats
Notary Public.

27 MAR 85 2: 54

My commission expires 2/13/88

FAYE MARIE PEATS
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 2/13/88
ST. LOUIS CITY



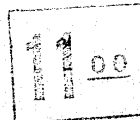
27491093

BOX _____

TRUST NO. _____

Beed in Trust

TO
NATIONAL BOULEVARD BANK
OF CHICAGO
TRUSTEE



FORM 922

END OF RECORDED DOCUMENT