

DEED IN TRUST

27162134

FORM 4115 BANK OF AMERICA, N.A.

TRIOI

The above space for recorder's use only

THIS INDENTURE WITNESSETH, That the Grantor, CLARK OIL & REFINING 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 unto MELROSE PARK NATIONAL BANK, 17th Avenue and Lake Street, Melrose Park, Illinois, a corporation duly organized and existing as a national banking association under the laws of the United States of America, and duly authorized to accept and execute trusts within the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 22nd day of June, 1984, and known as Trust Number 5624, the following described real estate in the County of Cook and State of Illinois, to-wit:

That part of the South West quarter of the South West quarter of Section 26, Township 41 North, Range 9, East of the Third Principal Meridian described by beginning at a point in the South line of said Section 26, 319.91 feet West of the South East corner of the South West quarter of the South West quarter of Section 26, and running thence West along the South line thereof 152.75 feet; thence North 10 degrees 53 minutes East 175.68 feet, to the center line of Public Road (Lake Street, U.S. Route 20); thence South Easterly along said center line 151.25 feet; thence South 10 degrees 53 minutes West 127.82 feet to the place of beginning, all in Cook County, Illinois, but subject to all municipal and zoning ordinances, recorded easements, restrictions and building restrictions of record.

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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 subdivision or part thereof, and to subdivide 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 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 the present or in the 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 99 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 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 easements or interests 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 to whom said real estate or any part thereof is conveyed, contracted to be sold, leased or mortgaged by said Trustee, or any successor in trust, be bound 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 title to this trust have been complied with, or be obliged to inquire into the authority, necessity or expediency of any act of said Trustee, or any successor in trust, or be 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 or in all amendments thereof, if any, and binding upon all beneficiaries hereunder, (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 the said Trustee, or any successor in trust.

This conveyance is made upon the express understanding and condition that neither Melrose Park National Bank, 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 by it or its agents or attorneys or 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 all such liability being hereby expressly waived and released by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purpose, or at the election of the Trustee, in its own name, as Trustee of an express trust and not in fiduciary (and the Trustee 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 whatsoever 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 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 as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid, the intention hereof being to vest in said Melrose Park National Bank the entire legal and equitable title in fee simple, in and to all of the real estate above described.

If the title in 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 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 said Trustee shall not be required to produce the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the registered lands is in accordance with the true intent and meaning of the trust.

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 the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set its hand and seal this 22nd day of June, 1984.

By: Robert W. Zina Secretary CLARK OIL & REFINING CORPORATION By: M. R. Burmaster Vice President

State of Missouri ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that M. R. Burmaster Vice President and Robert W. Zina Secretary of Clark Oil & Refining Corporation

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 acknowledged that they signed, sealed and delivered the said instrument as their voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead, and as the free act and deed of said corporation.

Given under my hand and notarial seal this 22nd day of June

FAYE MARIE PEATS Notary Public

RETURN TO: MELROSE PARK NATIONAL BANK 17th Avenue & Lake Street Melrose Park, Illinois 60169 For information only insert street address of above described property.

STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX
DEPT OF REVENUE
JUL 2 1984
COOK COUNTY
REAL ESTATE TRANSACTION TAX
REVENUE
JUL 2 1984
F.A. (42)

27162134

FAYE MARIE PEATS
NOTARY PUBLIC, STATE OF ILLINOIS
17th Avenue & Lake Street
Melrose Park, Illinois 60169

COOK 334

Case 58431

PLAT ACT AFFIDAVIT

STATE OF ILLINOIS)
COUNTY OF COOK } ss.

CLARK OIL & Refining CORPORATION by Joel F. GRAZIANI, being duly sworn on oath, states that he resides at ST. LOUIS COUNTY, MO., and that the attached deed is not in violation of Section of Chapter 109 of the Illinois Revised Statutes for one of the following reasons: (CIRCLE NUMBER BELOW WHICH IS APPLICABLE TO ATTACHED DEED OR LEASE)

- ①. Said Act is not applicable as the grantors own no property adjoining the premises described in said deed. (Existing Parcel)

-OR-

the conveyance falls in one of the following exemptions permitted by the Amended Act which became effective July 17, 1959.

2. The division or subdivision of land into parcels or tracts of 5 acres or more in size which does not involve any new streets or easements of access.
3. The division of lots or blocks of less than 1 acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with a public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the Amendatory Act, July 17, 1959, into no more than 2 parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5 acres from a larger tract when a survey is made by a registered surveyor; provided, however, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land.

AFFIANT further states that he makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois to accept the attached deed for recording.

CLARK OIL & Refining CORPORATION

By Joel F. Graziani
JOEL F. GRAZIANI, ATTORNEY

SUBSCRIBED and SWORN to before me

This 5th day of JUNE, 1984.

Kathy B. Cronin
Notary Public

27162134

Revised: October 15, 1979
KATHY B. CRONIN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 6/27/86
ST. LOUIS COUNTY

END OF RECORDED DOCUMENT