

THIS INDENTURE WITNESSETH, That the Grantor, Clark Oil and Refining Corporation, a corporation organized and existing under the laws of Wisconsin having its principal place of business at St. Louis, Missouri and duly authorized to conduct business in the State of Illinois Tax and no/100 Dollars (\$10.00) of the sum of

in hand paid, and of other good and valuable considerations, receipt of which is hereby duly acknowledged, Convey 5 and Warrant 5 unto MIDWEST BANK AND TRUST COMPANY, a banking corporation duly organized and existing as a banking corporation under the laws of the State of Illinois, and duly authorized to accept and execute trusts with the State of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the Second day of December 1986, and known as Trust Number 86-12-5124, the following described real estate in the County of Cook and State of Illinois, to-wit:

See Attached Legal Description

Permanent Index Numbers: 15-08-415-020 34  
15-08-415-023 31  
15-08-415-025 22+3  
LOTS  
HDO

SUMMARY

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 make any and all other improvements to 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 mortgage, to lease or otherwise encumber said real estate, or any part thereof, to lease and real estate, or any part thereof, from time to time, to lease or otherwise encumber in whole or in part, and upon any terms and for any period or periods of time, to convey in the case of any single lease the term of 199 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 purchase 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 to purchase the whole or any part of the reversion or future rights to partition or to exchange said real estate, or any part thereof, for any real or personal property, to grant, execute and deliver any deed, mortgage, lease, release, convey or other right, title or interest in or about or dependent upon the 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, or person in and real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or otherwise encumbered by said Trustee, or any successor in trust, be obliged to see that the application of any purchase money, part 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 user, lease, 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, in that at the time of the delivery thereof the trust created by this Indenture and by said Trust Agreement was a full force and effect, in 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 thereunder, in 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 in that the consequence 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 its his or their predecessors in trust.

This conveyance is made upon the express understanding and condition that neither The Midwest Bank and Trust Company, individually or as Trustee, nor its successors or assigns in trust, shall be liable for any claim, judgment or decree for anything if 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 thereof, or for injury to person or property hereunder 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 it in the name of the Trustee, its successors or assigns, or its 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 individually (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 in said real estate as such, but only an interest in the earnings, avails and proceeds thereof, the intention hereof being to vest in said The Midwest Bank and Trust Company the entire legal and equitable title in fee simple in and to all of the real estate herein 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 or duplicate thereof, or memorial, the words "in trust" upon conditions, or words of similar import, in accordance with the order in each case made and provided, and said Trustee shall not be required to register the said Agreement or a copy thereof, or any extracts therefrom, as evidence that any transfer, charge or other dealing involving the above lands is in accordance with the true intent and meaning of the trust.

And the Grantor hereby irrevocably warrants and releases, and all right or benefit under and by virtue of the said all covenants of the State of Illinois, providing for the 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 Vice President, and attested by its Secretary, this 20th day of January, 1987.

CLARK OIL AND REFINING CORPORATION  
(Name of Corporation)  
IMPRESS BY M.R. Burmaster  
CORPORATE SEAL BY M.R. BURMASTER, VICE PRESIDENT  
HERE ATTEST Robert W. Zima  
ROBERT W. ZIMA, SECRETARY

State of Missouri, County of St. Louis, I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that M.R. BURMASTER personally known to me to be the Vice President of Clark Oil and Refining Corporation,

and ROBERT W. ZIMA personally known to me to be the 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 Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, and 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 20th day of January, 1987  
Commission expires 2-13-1988  
NOTARY PUBLIC Faye Marie Peats

This instrument was prepared by Robert D. Kraisman, Esq., 200 West Adams Street, Suite 1901, Chicago, Illinois 60604.

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

Mail to: Dennis W. Hoornstra  
Dan Walker Law Offices  
1211 W. 22nd St. #816  
Oak Brook, IL 60521-2183

# UNOFFICIAL COPY

IN DUPLICATE

2D  
10-9-63

3585476

1967 JUN 26 PM 3:05

RECORDED

DELIVER TO 3585476

RECEIVED THE CLERK  
JERRY B. ...  
CHICAGO, ILLINOIS 60603

BOX 334

Property

DEPT-01 \$12.00  
T00002 TRAN 1257 01/26/87 15:56:00  
#3259 #C #-87-049939  
COOK COUNTY RECORDER

### "LEGAL DESCRIPTION"

Lot Thirty-one (31), Lot Thirty-two (32), Lot Thirty-three (33), and Lot Thirty-four (34) in Adolph Sturm's Subdivision of the East Half (1/2) of the East Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of Butterfield Road, in Cook County, Illinois; excepting from said Lots Thirty-One (31) and Thirty-two (32) east part thereof described below acquired by the Department of Transportation of the State of Illinois in Condemnation proceedings in Case Number 80L10402, Circuit Court of Cook County, Illinois, described as follows:

That part of Lots 31 to 32 in Adolph Sturm's Subdivision of the East 1/4 of the East 1/2 of the Southeast 1/4 of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of center of Butterfield Road, in Cook County, Illinois, bounded and described as follows:

Beginning at the Northeast corner of said Lot 31; thence South along the East line of said Lot 31 a distance of 115.39 feet to the Southeast corner of said Lot 31; thence Southwesterly along the Southerly lines of said Lots 31 and 32 a distance of 30 feet to a point; thence Northeasterly along a straight line (when extended, would intersect the East line of said Lot 31, a distance of 30 feet North of the Southeast corner of said Lot 31, as measured along said East line of Lot 31) to a point of intersection with a line lying 10 feet West of and parallel with said East line of Lot 31; thence North along said parallel line to a point of intersection with the North line of said Lot 31; thence East along said North line to the point of beginning.

87049939

87049939

12.00

# 3586476 Doc TO ATTACHED

STAMPS

"LEGAL DESCRIPTION"

Lot Thirty-one (31), Lot Thirty-two (32), Lot Thirty-three (33), and Lot Thirty-four (34) in Adolph Sturm's Subdivision of the East Half (1/2) of the East Half (1/2) of the East Half (1/2) of the Southeast Quarter (1/4) of Section 8, Township 39 North, Range 12, East of the Third Principal Meridian, lying North of Butterfield Road, in Cook County, Illinois; excepting from said Lots Thirty-One (31) and Thirty-two (32) that part thereof described below acquired by the Department of Transportation of the State of Illinois in Condemnation proceedings in Case Number 80L10402, Circuit Court of Cook County, Illinois, described as follows:

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6756103

PROPOSED