

THIS INDENTURE WITNESSETH, that the Grantor, Standard Pacific Land, L.P.,

a Delaware limited partnership.

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 and Warrant unto First State Bank & Trust Company of Hanover Park, an Illinois banking corporation of Hanover Park, Illinois, 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 8th day of September, 1986, and known as Trust Number 1179, the following described real estate in the County of Cook, and State of Illinois, to-wit:

See attached Exhibit A for Legal Description, Street Address and Permanent Index Number.

SUBJECT TO: Exceptions set forth on Exhibit A attached hereto and made a part hereof.

And the Grantor, for itself, and its successors, does covenant, promise and agree, to and with the Grantor and its successors, that it has not done or suffered to be done, anything whereby the said Real Estate hereby granted is, OR MAY BE, IN ANY MANNER ENCUMBERED OR CHARGED, except as herein recited; and that the said Real Estate, against all persons lawfully claiming, or to claim ~~the same~~ ^{HEREIN}, through or under it, it will WARRANT AND FOREVER DEFEND.

PERIODIC RECORDING
T#04444 TRAN 1304 05/04/87 10:32:00
H2181 # D 04-197 21-445886

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

Full power and authority is hereby granted to said Trustee with respect to the real estate or any part or parts of it, and at any time or times to improve, manage, protect and defend said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to cause to sell on behalf of or for the account of the Grantor or its successors or assigns or successors in trust and to grant to any successor or successors in trust all of the title, estate, power 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 part or in reversion, by leases to commence in the present or in the future and upon any terms and for any period or periods of time, as is according in the case of any single demise the term of 198 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 for lease and options to renew leases and options to purchase the whole or any part of the reversion and to control, respecting the amount of fixing the amount or payment of future rentals, to partition or to exchange or to assign or to part with any part or parts of the real estate or any part or parts of the same, to charge or bind, to release, convey or assign any right, title or interest, in or about or of any 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 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, or to be 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 the trust property, or be obliged to see that the terms of the trust have been complied with, or be obliged to inquire into any of the terms of this Trust Agreement, and every deed, trust deed, mortgage, lease or other instrument executed by said Trustee, or any successor in trust, relating to said trust property, shall be conclusive evidence in favor of the existence of such claim, and any such claim, or any other claim, or any other instrument, shall be deemed to be valid at the time of the delivery of the trust created by this Deed and by said Trust Agreement as in full force and effect, (b) that such instrument or other instrument was executed in accordance with the trusts, conditions and terms and covenants herein and in said Trust Agreement or in all amendments thereto, if any, and is 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, trust deed, mortgage, other instrument and (d) if the compensation 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 us, his or their predecessor in trust.

This consequence is made upon the express understanding and condition that the Grantor, neither individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subject 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, for injury to person or property, or for damage to property, or for any other claim or action in law or equity arising out of or in connection with the execution of this Deed or the delivery of the trust, or in connection with the real estate, or as entered into by it in the name of the then beneficiaries under said Trust Agreement or 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 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 whomsoever and whatever 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 of any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary shall have any right to any part of the trust property, in or out of said trust property as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid. The intention hereof being to vest in the Trustee the sole legal and equitable title in fee simple, in and to all of the trust property above described.

If the title to any of the trust property 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 memorandum, 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 waive and release 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 hand and seal this 1st day of April, 1987.

(Seal) By: StanPac Corp., a Delaware corporation, its Managing General Partner

Nancy J. Fasig

Nancy J. Fasig, Authorized Representative

, a Notary Public in and for said County, in the State

STATE OF Illinois
COUNTY OF Cook

I, Lorraine J. Mesch, Nancy J. Fasig personally known to me to be the same person, whose name is, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that I signed, sealed and delivered the said instrument as 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 Notarial Seal this 1st day of April, 1987.

Commission expires Nov. 3, 1987

DOCUMENT PREPARED BY:

Nancy J. Fasig, Standard Pacific Land, L.P.
2200 N. Stonington Ave. #240
BENEFICIARY TAX ID# 40-60195

Patrick A. Taylor
P.O. Box 1489 (Name)
Barrington, IL 60010 (Address)

ADDRESS OF PROPERTY:

Various

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

MAIL TO:

FIRST STATE BANK & TRUST CO.
OF HANOVER PARK
1400 IRVING PARK ROAD
HANOVER PARK, ILLINOIS 60103
(Address)

(City, State and Zip)

1900 E

APPENDIX "RIDERS" OR REVENUE STAMPS HERE

87236586

87236586
DOCUMENT NUMBER

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 7 2 3 0 3 3 0

EXHIBIT "A"

. Lot 301 in Block 2, Lots 321 & 333 in block 7, Lot 340 in Block 8, and Lot 380 in Block 10, in Charlemagne Unit 3, being a Subdivision of part of the Northwest 1/4 of Section 30, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof, recorded November 3, 1978 as Document No. 24701341 in Cook County, Illinois.

Subject to:

- 1) General Real Estate Taxes for 1986 and subsequent years;
- 2) Building Lines and easements for underground public utilities, sewer, water and drainage, as established by the Plat of Subdivision;
- 3) Rights of way for drainage ditches, tiles, feeders and laterals, if any;
- 4) Covenants, conditions and restrictions contained in the Plat of Subdivision;
(Said covenants, conditions and restrictions do not provide for a reversion of title in the event of a breach thereof.)
- 5) Covenants, conditions and restrictions relating to fees for sewage handling and treatment, as contained in the Declaration of Covenants, Conditions and Restrictions for sewage disposal service fees, recorded January 17, 1978 as Document No. 24268424 and rerecorded as Document No. 24631282 on September 18, 1978 in Cook County, Illinois.
(Said covenants, conditions and restrictions do not provide for a reversion of title in the event of a breach thereof.)

Permanent Real Estate Index Nos.:

DCO - Lot 301	02-30-107-004	1500 Brittany Lane, Hoffman Estates, Ill.
CBO - Lot 321	02-30-110-018	1685 W. Charlemagne Drive, Hoffman Estates, Ill.
CBO - Lot 333	02-30-110-006	1585 W. Charlemagne Drive, Hoffman Estates, Ill.
CBO - Lot 340	02-30-112-003	1640 W. Charlemagne Drive, Hoffman Estates, Ill.
CBO - Lot 380	02-30-108-015	1545 Laburnum Road, Hoffman Estates, Ill.

G.M.



87236586

UNOFFICIAL COPY

Property of Cook County Clerk's Office