

DEED IN TRUST

(WARRANTY)

UNOFFICIAL COPY

88507883

(The Above Space For Recorder's Use Only)

THIS INDENTURE WITNESSETH, that the Grantor STANDARD PACIFIC LAND, L.P.,
a Delaware limited partnership
of the County of Orange and State of California, 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, ConveyS and Warrant S unto Charter Bank & Trust of Illinois, an Illinois bank-
ing 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:

Legal description set forth on Exhibit A attached hereto and
made a part hereof.

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

Exempt under provisions of Paragraph
Real Estate Transfer Tax Act.

11-2-88

Date

Buyer, Seller or Representative

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, to

Full power and authority 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 subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to
vacate any subdivision of part hereof, and to redivide said real estate as often as desired, to contract to sell, to grant options to pur-
chase, 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 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 leases 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 demise 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 lease and options to renew leases and options to purchase the whole or any part of
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 charges of any
kind, to release, convey or assign any right, title or interest in or about or 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, leased or mortgaged by said Trustee, or any successor in trust, be obliged to
see to the application of any purchase money, rent or any other 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 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, trust deed, mortgage, lease
or other instrument executed by said Trustee, or any successor in trust, in relation to said trust property shall be conclusive evidence in
favor of every person 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 Deed and by said Trust Agreement was in full force and effect, (b) that such conveyance or other instru-
ment was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement or in all
amendments thereof, if any, and is 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 con-
veyance 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 predecessor in trust.

This conveyance is made upon the express understanding and condition that the Grantee, neither 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 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, or for injury to person or property hereunder or about said real estate, any and all such liabil-
ities being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in con-
nection with said real estate may be entered into by it in the name of the then beneficiary under said Trust Agreement as its 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 dis-
charge thereof). All persons and corporations whomsoever 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 the trust property, and such
interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right of interest, legal or equitable, in or
to 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 entire 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 requested 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 the said Grantor hereby expressly waive S and release S 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 STANDARD PACIFIC LAND, L.P. hereunto set its hand and seal this 1st
day of August, 1988.



COUNTY OF ORANGE

On 7-26-88

before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald R. Poell and April J. Morris, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
who executed the within instrument as President and Vice President on behalf of Standard Pacific Land, L.P., a Delaware corporation, the
corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws
or a resolution of its board of directors, said corporation being known to me to be the managing partner of Standard Pacific
Land, L.P., a Delaware limited partnership, the limited partnership that executed the within instrument, and acknowledged to
me that such corporation executed the same as such partner and that such partnership executed the same.

Witness my hand and official seal.

Notary Public

MAIL TO:

CHARTER BANK & TRUST OF ILLINOIS
1400 IRVING PARK ROAD
HANOVER PARK, ILLINOIS 60103
(Address)

(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. 15

DOCUMENT PREPARED BY:

Roberta W. Diamond
Greenberger, Krauss & Jacobs, Chtd.

SEND SUBSEQUENT TAX BILLS TO:

(Name)

(Address)

ADDRESS OF PROPERTY:

VACANT

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

AFFIX "RIDERS" OR REVENUE STAMPS HERE

1988 NOV -3 PM 12:06

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DOCUMENT NUMBER

UNOFFICIAL COPY

1400 Irving Park Rd.
Hanover Park, IL 60103
312/857-3700

RETURN TO:

Charter Bank
AND TRUST OF ILLINOIS

TRUST NO. _____

DEED IN TRUST

(WARRANTY DEED)

TO

Charter Bank
AND TRUST OF ILLINOIS

TRUSTEE

SLANK PRINT, INC.

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stanpac s460-007R rwd 001r
10/24/88

EXHIBIT A

LOT 320 IN BLOCK 1 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 24,701,841, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 02-30-111-012

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EXHIBIT B

1. The plat of subdivision for Charlemagne Unit No. 3 recorded in the Office of the Cook County Recorder of Deeds on November 3, 1978 as Document No. 24701841, as amended by that certain Easement in favor of Illinois Bell Telephone Company and Commonwealth Edison Company recorded in the Office of the Cook County Recorder of Deeds on March 15, 1979 as Document No. 24881092, that certain Surveyor's Certificate of Correction dated April 24, 1979 and recorded in the Office of the Cook County Recorder of Deeds on May 31, 1979 as Document No. 24983424, that certain Surveyor's Certificate of Correction dated August 2, 1979 and recorded in the Office of the Cook County Recorder of Deeds on August 2, 1979 as Document No. 25081364 and that certain Surveyor's Certificate of Correction recorded in the Office of the Cook County Recorder of Deeds on October 10, 1985 as Document No. 85-230476 (the "Plat").
2. Easement for public utilities and drainage, as disclosed by the Plat.
3. Non-delinquent general real property taxes.
4. Covenants, conditions and restrictions of record.
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 24288424 and re-recorded September 18, 1978 as Document 24631282.
6. Special taxes or assessment for improvements not yet completed.
7. Any unconfirmed special tax or assessment.
8. Installments not due on the date hereof of any special tax or assessment for improvements theretofore completed.

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