

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 acknowledged, Conveys and Warrant unto Charter Bank & Trust of Illinois, 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:

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.

COOK COUNTY, ILLINOIS
RECORDS DEPARTMENT

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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 were 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 conserve said real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision of part thereof; and to redivide 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 any 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 perpetuity or for term, 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 demise the term of ten 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 to grant options to lease and options to renew leases and options to purchase the whole or any part of the real estate or any part thereof in 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, for grant or grants 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, consigned, to be sold, or mortgaged by said Trustee or any successor in trust, 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 to inquire into any of the terms, conditions and limitations contained herein and in said Trust Agreement, lease or other instrument executed by said Trustee, or any successor in trust, in relation to said real estate, or any part thereof, 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 instrument was executed in accordance with the trusts, conditions and limitations contained herein and in said Trust Agreement; in all amendments thereof if any, and is binding upon all beneficiaries thereof; (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 last of their predecessors in trust.

This conveyance is made upon the express understanding and condition that the Trustee, neither individually or as Trustee, nor its successor or successors in trust shall in any personal liability or be subjected to its own 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 thereof, or for injury to person or property, happening or occurring upon 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 in the name of the then beneficiary of said Trust Agreement as law attorney in fact, hereby expressly 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 or its attorney in fact are applicable for the payment and discharge thereof). All profits and corporations whatsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this deed.

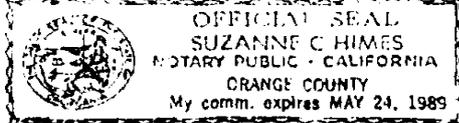
The interest of each and every beneficiary hereunder and under said Trust Agreement and of all persons claiming under them or of them shall be only in the earnings, avails and proceeds arising from the sale of any other disposition of the trust property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or 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, as and to all of the trust property as here described.

If the title to any of the trust property is now or hereafter registered, the Register of Titles is hereby directed not to register or note in the certificate of title to duplicate thereof, or memorialize 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 waives and releases, 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. aforesaid has set its hand and seal this 1st

day of April, 1988



STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On 4-11-88, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald R. Avall and April J. Morris, personally known to me (or stated 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, [Signature]
Notary Public

STANDARD PACIFIC LAND, L.P., a Delaware limited partnership
By: [Signature] Corp., a Delaware corporation, Managing Partner
By: [Signature] President
By: [Signature] April J. Morris, Vice President

MAIL TO:

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

DOCUMENT PREPARED BY
Robertta W. Diamond
Greenberger, Krauss & Jacobs, Chtd.
SEND SUBSEQUENT TAX BILLS TO:
(Name)
(Address)

OR RECORDER'S OFFICE BOX NO 15

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

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AFFIX "RIDERS" OR REVENUE STAMPS HERE

E
Dany Wolsow

E
4/22/88

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DOCUMENT NUMBER

7 TIC # A 239901

UNOFFICIAL COPY



Property of Cook County Clerk's Office

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1400 Irving Park Rd.
Hanover Park, IL 60103
312.837.2700

RETURN TO: **Charter Bank**
AND TRUST OF ILLINOIS

TRUST NO. _____

DEED IN TRUST
(WARRANTY DEED)

TO
Charter Bank
AND TRUST OF ILLINOIS

TRUSTEE

_____ BANK PRINT, INC

UNOFFICIAL COPY

EXHIBIT A

LOT 316 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: 02-30-111-008

Property of Cook County Clerk's Office

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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 24288427 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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Cook County Clerk's Office