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92003196

ANN LAMM
RECORDER
SANGAMON CO. IL.

CERTIFICATION BY THE COUNTY CLERK

'92 JAN 28 AM 9 45

STATE OF ILLINOIS)

) ss

COUNTY OF SANGAMON)

I, MARALEE I. LINDLEY, County Clerk of Sangamon County, Illinois, hereby certify that I find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land in the attached plat of Jessup Subdivision, further described as follows:

Part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 5 West of the Third Principal Meridian, in Sangamon County, Illinois.

DATED AT Springfield, Illinois this 14th
day of December, 1991.

Maralee I. Lindley
Maralee I. Lindley

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STATE OF ILLINOIS)
COUNTY OF SANGAMON)

ANN LAMM
CORDER
NOTARIAL CO. IL.

CERTIFICATE OF OWNERSHIP

'92 JAN 28 AM 9 '45

This is to certify that the undersigned, Jessup/Beynon Partnership, is the legal owner of the land described in the plat of Jessup Subdivision, and that it has caused said Plat to be made and that said Plat is a true and correct plat of Jessup Subdivision, and that it has caused said Subdivision to be subdivided as indicated on said Plat for the uses and purposes therein set forth.

Dated this 10th day of December, 1991

C. Fred Jessup
Jessup/Beynon Partnership

Margaret Ann Jessup
Jessup/Beynon Partnership

Thomas R. Beynon
Jessup/Beynon Partnership

STATE OF ILLINOIS)
COUNTY OF SANGAMON)

Mary K Quinn, a Notary Public in and for the State and County of Sangamon hereby certifies that C. Fred Jessup, Margaret Ann Jessup, and Thomas R. Beynon, personally known to the undersigned to be the same persons whose names did appear before the undersigned this date and execute the foregoing instrument in said capacity and as their free and voluntary act, for the uses and purposes set forth.

SPECIAL AGENT
MARY K. QUINN
NOTARY PUBLIC STATE OF ILLINOIS
BY 03-942500 EXP. MAR. 3, 1992

Mary K. Quinn
Notary Public

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DRAINAGE CERTIFICATE

ANN LAMM
RECORDER
WISCONSIN CO. ILL.

'92 JAN 28 AM 9 45

Whereas the surface water drainage will be changed by the construction of Jessup Subdivision, adequate provisions have been made for collection and diversion of such surface waters into public area, or drains which the subdivider has a right to use, and such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of this subdivision.



Russell W. Martin
Illinois Professional Engineer No. 25263

Frederick B. ...

000053

Doc. # 92003196

DATE 1 - 28 - 92

PAGE 0005

DESCRIPTION WESSUP SUBDIVISION -

PT. OF SW 1/4 OF SE 1/4

SEC 16, T13N, R5W

CABINET # G - 8A

ORDINANCE NO. 1-22-92 - JESSUP

AN ORDINANCE ANNEXING CERTAIN TERRITORY TO THE VILLAGE OF
DIVERNON, DIVERNON, ILLINOIS.

WHEREAS Jessup/Beynon Partnership, Sangamon County, Illinois, being the Owner of Record of all the land within the territory hereinafter described as filed with the Village Clerk of the Village of Divernon, Divernon, Illinois, an Illinois Municipal Corporation in Sangamon County, Illinois, a written Petition signed by all of the Partners and Principals in Jessup/Beynon Partnership, requesting the annexation of said parcel to the Village of Divernon of certain territory which is not within the corporate limits of any municipality, but which is contiguous to the Village of Divernon. The said territory to be annexed is described as follows:

That part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois, lying South of the south line of H-I Acres Subdivision - Second Plat and East of the east line of H-I Acres Subdivision - First Plat, except the south 180 feet thereof.

Also, that part of the Southeast Quarter of the Southeast Quarter of said Section 16 that lies within the right of way of the I-55 Service Road and immediately east of and adjoining the above described property.

WHEREAS, no electors reside within said territory; and

WHEREAS, the President and Board of Trustees of the Village of Divernon have considered the question of the annexation of said territory to the Village of Divernon and are now fully informed in the premises.

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92003978
JENNIFER LAMM
RECORDER
SANGAMON CO. IL.

'92 FEB 3 PM 4 05

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NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF DIVERNON IN SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: The prayer of the said Petition above-described be and is hereby the same as granted in the said territory above-described in this Ordinance be and is hereby the same is annexed to the Village of Divernon;

SECTION 2: A copy of this Ordinance duly certified by the Village Clerk, together with an accurate map of the annexed territory, being the same territory above annexed in this Ordinance, shall forthwith be recorded with the Recorder of Deeds in Sangamon County, Illinois and filed with the County Clerk of said County, that being the County in which the said annexed territory is located.

SECTION 3: That this ordinance shall be in full force and effect from and after its passage approval and publication as provided by law.

Owner's Declaration of Restrictive Covenants in Jessup Subdivision,
an Addition to the Village of Divernon, Illinois

Dated: December 10, 1991

KNOW ALL MEN BY THESE PRESENTS that the undersigned Jessup/Beynon Partnership of the Township of Divernon in Sangamon County, Illinois being the owners of Jessup Subdivision, as platted by the Plat recorded in the Recorder's Office of Sangamon County, Illinois, in Book _____ of Plats at page _____ and being a subdivision of the land described as follows: Doc. # 92003196

Part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 5 West of the Third Principal Meridian, in Sangamon County, Illinois, said part being further described as follows:

Commencing at a "PK" nail at the Southeast corner of said Southwest Quarter of the Southeast Quarter of said Section 16, being also the center line of County Highway 54; thence North 0 degrees 03 minutes 37 seconds West along the East line of said Southwest Quarter of the Southeast Quarter 644.77 feet to an iron pin; thence South 89 degrees 35 minutes West parallel to the South line of said Section 45.80 feet to the West right of way line of a proposed service road for Federal Aid Interstate Route 55, being also the point of beginning; thence South 0 degrees 03 minutes 37 seconds East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 344.77 feet; thence South 5 degrees 08 minutes 03 seconds West along said West right of way line 55.23 feet; thence South 0 degrees 03 minutes 37 seconds East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 133.00 feet to the North right of way line of County Highway 54; thence South 76 degrees 59 minutes 50 seconds West 57.89 feet along said North right of way line; thence South 86 degrees 56 minutes 18 seconds West along said North right of way line 318.18 feet; thence South 81 degrees 03 minutes West along said North right of way line 47.49 feet to the East line of Towle Road, being the East line of H-I Acres Subdivision - First Plat; thence North 0 degrees 25 minutes West along said East line 127.05 feet to an iron pin; thence South 89 degrees 35 minutes West 10.00 feet; thence North 0 degrees 25 minutes West along said East line of Towle Road 253.52 feet to an iron pin, being the beginning of a curve having a radius of 150.00 feet and its center located South 89 degrees 35 minutes West from the last described iron pin; thence Northwesterly along said curve 63.05 feet to an iron pin; thence North 24 degrees 30 minutes West along the Easterly line of Towle Road 136.95 feet to an iron pin; thence North 89 degrees 35 minutes East parallel to the South line of said Section 508.36 feet to the point of beginning, containing 5.62 acres, more or less.

Except the coal and other minerals underlying the surface of said land and all rights and easements in favor of the estate of said coal and minerals.

Situated in SANGAMON COUNTY, ILLINOIS

In consideration of the purchase or other acquisition from them of any part or portion of said real estate hereinafter described and as an inducement thereto, hereby do covenant and agree with each and every purchaser or grantee of any part of said real estate and with his and their heirs and assigns, as covenants running with the land, as follows:

PART B - AREA OF APPLICATION

B-1 The residential area covenants in Part C below in their entirety shall apply to all lots in said Jessup Subdivision.

PART C - RESIDENTIAL AREA COVENANTS

C-1. No lot shall be used for other than single family residence purposes. There shall not exist on any lot at any time more than one single family residence.

C-2. The total floor area of the main structure, exclusive of basement, one story open porches and garages shall:

a) Have a ground floor area of not less than 1500 square feet for a one story dwelling.

b) Have a ground floor area of at least 900 square feet with a total of at least 1600 square feet for a one and one-half story, two story bi-level or tri-level.

c) All driveways located upon a Lot shall be constructed of concrete or blacktop, and shall be no less than 18 feet in width, except for driveways leading to rear or side entrance garages, which shall have a minimum width of ten (10) feet.

d) Garages shall be attached to residence and be at least two car in size.

C-3. No building, or any part thereof, nor fence or wall shall be located on any lot or site nearer than thirty (30) feet to any street line in said subdivision, all as shown by minimum setback lines on said Plat. No building, or any part thereof, shall be located nearer than ten (10) feet to a side line of any interior lot or site. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on one lot or site to encroach upon another lot or site.

C-4. No lot or lots shall be re-subdivided.

C-5. Easements for drainage and for installation and maintenance of utilities are reserved as shown on said Plat.

C-6. No noxious or offensive activity shall be carried on upon any lot or site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or site at any time as a residence, either temporarily or permanently; a dwelling shall not be occupied until its exterior is completed.

C-8. No sign of any kind shall be displayed to public view on any lot or site except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C-9. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot or site, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot or site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot or site.

C-10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or site, except that dogs, cats or other household pets may be kept on any lot or site provided that they are not kept, bred or maintained for any commercial purpose.

C-11. No lot or site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be located at the rear of the dwelling and shall be kept in a clean and sanitary condition.

C-12. The Gradeline of any lot shall be maintained to correspond with that of surrounding property.

C-13. Each dwelling shall be connected to public sewer.

Part D GENERAL PROVISIONS

D-1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods to ten (10) years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages;

D-3. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF we have hereunto set our hands and affixed our seals this 21 day of December, A.D. 1991.

JESSUP/BEYNON PARTNERSHIP

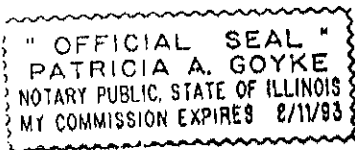
C. Fred Jessup
C. Fred Jessup, Partner

Margaret Ann Jessup
Margaret Ann Jessup, Partner

Thomas R. Beynon
Thomas R. Beynon, Partner

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

Patricia Ann Goyke, A Notary Public in and for the State and County of aforesaid hereby certifies that C. Fred Jessup, Margaret Ann Jessup, and Thomas R. Beynon, personally known to the undersigned to be the same persons whose names did appear before the undersigned this date and execute the foregoing instrument in said capacity and as their free and voluntary act, for the uses and purposes set forth.



Patricia A. Goyke
Notary Public

15/28

92007011

MARY ANN LAMM
RECORDER
SANGAMON CO. IL.

***** 000182

'92 FEB 26 AM 11 11

WARRANTY DEED

GRANTORS, EMIL M. VERBAN and ANNETTA M. VERBAN, husband and wife, and each in his and her own right, P. O. Box 25, Elkhart, Illinois, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, in hand paid, convey and warrant to MARATHON OIL COMPANY, an Ohio corporation, of Findlay, Ohio, authorized to do business in the State of Illinois, with offices at 460 South Northwest Highway, Park Ridge, Illinois 60068, all of Grantors' interest, subject to the exceptions hereinafter made, in the following described real estate, to-wit:

Part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 5 West of the Third Principal Meridian, in Sangamon County, Illinois, said part being further described as follows:

Commencing at a "PK" nail at the Southeast corner of said Southwest Quarter of the Southeast Quarter of said Section 16, being also the center line of County Highway 54; thence North $0^{\circ} 03' 37''$ West along the East line of said Southwest Quarter of the Southeast Quarter 644.77 feet to an iron pin; thence South $89^{\circ} 35'$ West parallel to the South line of said Section 45.80 feet to the West right of way line of a proposed service road for Federal Aid Interstate Route 55, being also the point of beginning; thence South $0^{\circ} 03' 37''$ East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 344.77 feet; thence South $5^{\circ} 08' 03''$ West along said West right of way line 55.23 feet; thence South $0^{\circ} 03' 37''$ East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 133.00 feet to the North right of way line of County Highway 54; thence South $76^{\circ} 59' 50''$ West 57.89 feet along said North right of way line; thence South $86^{\circ} 56' 18''$ West along said North right of way line 318.18 feet; thence South $81^{\circ} 03'$ West along said North right of way line 47.49 feet to the East line of Towle Road, being the East line of H-1 Acres Subdivision - first plat; thence North $0^{\circ} 25'$ West along said East line 127.05 feet to an iron pin; thence South $89^{\circ} 35'$ West 10.00 feet; thence North $0^{\circ} 25'$ West along said East line of Towle Road 253.52 feet to an iron pin, being the beginning of a curve having a radius of 150.00 feet and its center located South $89^{\circ} 35'$ West from the last described iron pin; thence Northwesterly along said curve 63.05 feet to an iron pin; thence North $24^{\circ} 30'$ West along the Easterly line of Towle Road 136.95 feet to an iron pin; thence North $89^{\circ} 35'$ East parallel to the South line of said Section 508.36 feet to the point of beginning, containing 5.62 acres, more or less,

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

Subject to the general taxes for the year 1970, due and payable in 1971, and for all subsequent years.

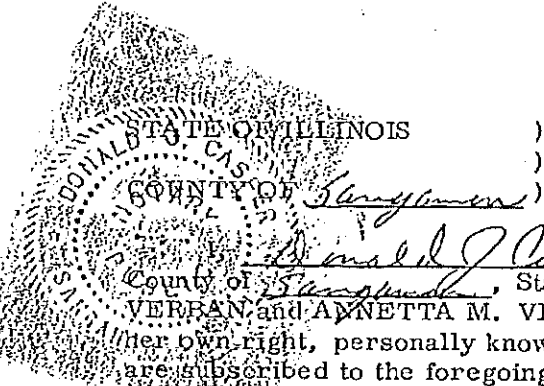
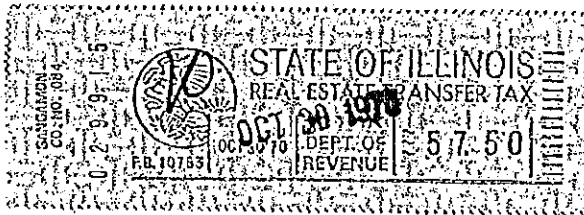
Grantee covenants that no spirituous, vinous or malt liquor shall be sold or kept to sell on the real estate described in this deed.

All coal in and under lands conveyed by this deed is excepted, together with the right to mine and remove the same, but not through the surface, and to make and maintain ways, galleries and entries under the lands conveyed by this deed for use in connection with mining operations under lands conveyed by this deed and other lands.

Dated this 30th day of October, 1970.

Emil M. Verban
Emil M. Verban

Annetta M. Verban
Annetta M. Verban



SS:

Donald J. Cooper, a Notary Public in and for the County of Sangamon, State of Illinois, do hereby certify that EMIL M. VERBAN and ANNETTA M. VERBAN, husband and wife, and each in his and her own right, 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 and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1970.

Donald J. Cooper
Notary Public

336502

My Commission Expires:

1-19-74

I hereby certify that this instrument was filed for record at 12:28 P.M. and recorded on OCT 30 1970 in Book 01 Page 001

Return to:

Richard Tambor
Box 66
522 So. 7th Galena, Ill.
62454

Grantee's Address
460 South Northwest
Highway
Peak Ridge, Ill. 60068

BOOK 634 PAGE 917

WARRANTY DEED

MARATHON OIL COMPANY, an Ohio corporation, whose address is 539 South Main Street, Findlay, Ohio 45840, Grantor, for the consideration of Ten and No/100 Dollars (\$10.00), received to its full satisfaction of CHARLES F. JESSUP, MARGARET A. JESSUP, AND THOMAS R. BEYNON, Grantees, whose TAX MAILING ADDRESS will be P.O. Box 513, Divernon, Illinois 62530, conveys and warrants to said Grantees the following described real estate in its existing "as is" condition inside the city of Divernon, County of Sangamon, and State of Illinois:

Part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 15 North, Range 5 West of the Third Principal Meridian, in Sangamon County, Illinois, said part being further described as follows:

Commencing at a "PK" nail at the Southeast corner of said Southwest Quarter of the Southeast Quarter of said Section 16, being also the center line of County Highway 54;

thence North 0°03'37" West along the East line of said Southwest Quarter of the Southeast Quarter 644.77 feet to an iron pin;

thence South 89°35' West parallel to the South line of said Section 45.80 feet to the West right of way line of a proposed service road for Federal Aid Interstate Route 55, being also the point of beginning;

thence South 0°03'37" East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 344.77 feet;

thence South 5°08'03" West along said West right of way line 55.23 feet;

thence South 0°03'37" East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 133.00 feet to the North right of way line of County Highway 54;

thence South 76°59'50" West 57.89 feet along said North right of way line;

thence South 86°56'18" West along said North right of way line 318.18 feet.

thence South 81°03' West along said North right of way line 47.49 feet to the East line of Towle Road, being the East line of H-I Acres Subdivision - first plat;

thence North 0°25' West along said East line 127.05 feet to an iron pin;

thence South 89°35' West 10.00 feet;

thence North 0°25' West along said East line of Towle Road 253.52 feet to an iron pin, being the beginning of a curve having a radius of 150.00 feet and its center located South 89°35' West from the last described iron pin;

thence Northwesterly along said curve 63.05 feet to an iron pin;

thence North 24°30' West along the Easterly line of Towle Road 136.95 feet to an iron pin;

thence North 89°35' East parallel to the South line of said Section 508.36 feet to the point of beginning, containing 5.62 acres, more or less.

PRIOR DEED REFERENCE: Book 634, Page 916

PROPERTY IDENTIFICATION NUMBER: 35-16-400-044 & 35-16-400-043

Subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to building, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, agreements and restrictions of record; (d) such a state of facts as an accurate survey and a competent environmental audit might show; and (e) all legal roads and highways.
2. Grantees agree that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for a convenience store or for the sale, marketing, storage or advertising of petroleum fuels or motor oils, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises. Such restriction shall not, however, prohibit the storage of petroleum fuels on the property for the purpose of use or consumption by occupants.

IN WITNESS WHEREOF, said corporation sets its hand this 28th day of October, 1991.

Signed and acknowledged in the presence of:

MARATHON OIL COMPANY

Deborah A. Treier

By: R. E. White
Name: R. E. White
Title: Vice President

W. J. Boney

And: W. J. Boney
Name: W. J. Boney
Title: Assistant Secretary



STATE OF OHIC)
) SS.
COUNTY OF HANCOCK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Oil Company, an Ohio corporation, by R. E. White, its Vice President, and by W. J. Boney, its Assistant Secretary, who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 28th day of October, 1991.

Deborah A. Treier
Notary Public

My Commission Expires:
DEBORAH A. TREIER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Dec. 28, 1993

This Instrument
Prepared by:
Quentin H. Wood
Attorney-at-Law
539 South Main Street
Findlay, Ohio 45840

MAIL TO:

GRANTEE *Jessup-Beynon P.P.*
P.O. Box 513
RIVERNON, IL
62530

ADDRESS OF PROPERTY

Brown St. & Service Rds.
Divernon, Illinois

The Above Address Is For
Statistical Purposes Only
And Is Not a Part of This
Deed.

Send Subsequent Tax Bills To:

GRANTEE

C E R T I F I C A T I O N

I, W. J. Boney, Assistant Secretary of Marathon Oil Company, an Ohio corporation, hereby certify that the following is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of Marathon Oil Company, held in the City of Littleton, Colorado, on the 22nd day of June, 1987, at 9:40 o'clock A. M., at which meeting all members of the Board were present:

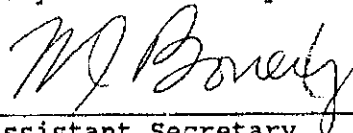
"RESOLVED: That the President or any Vice President is hereby authorized in the ordinary course of business of the Company to enter into transactions pertaining to the business of the Company or to the acquisition, development, care, operation, management, sale, lease or other disposition of property of the Company upon such terms and conditions as he may deem advisable, and to execute and deliver any and all written instruments in connection with any such transaction, including but not limited to oil and gas leases and renewals, cancellations, amendments, releases, ratifications, and assignments thereof, division orders, contracts, deeds and other instruments of conveyance, and any bids, applications, notices, permits, reports or other documents relating thereto; and

"RESOLVED FURTHER: That the President or any Vice President is hereby authorized to delegate the authorities hereby granted to other employees of the Company by power of attorney or otherwise, and to non-employees by written power of attorney, as he may deem advisable; and

"RESOLVED FURTHER: That the resolution of similar nature adopted on January 28, 1985 is hereby superseded."

This is to further certify that the foregoing resolution is still in full force and effect on this 23rd day of October, 1991, and that R. E. White was elected Vice President of this Corporation on January 1, 1991 and W. J. Boney was elected Assistant Secretary on January 24, 1985 and both are serving in such offices on this date.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the Company this 23rd day of October, 1991.



Assistant Secretary
Marathon Oil Company

TO ACCOMPANY A DEED FOR RECORDATION WHEN THE LEGAL DESCRIPTION OF LAND IS LESS THAN 5 ACRES & BOUNDS OF 5 ACRES MORE OR LESS & OTHER REQUIREMENTS SET OUT IN ILLINOIS REVISED STATUTES CH. 105 AND THE SANGAMON COUNTY PLATS OFFICER.

AFFIDAVIT FOR PURPOSE OF PLAT ACT AND TRACT SURVEY REQUIREMENTS
(County Zoning and Subdivision Ordinances May Also Apply)

STATE OF ILLINOIS }
COUNTY OF SANGAMON } SS

October 30, 1991

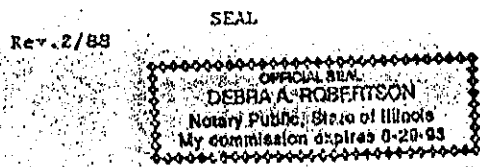
Affiant is a resident of Springfield, and is (agent for) (an officer of) (one or) the grantor(s) in a (deed)(lease) bearing the above date transferring an interest in the real estate described in the accompanying document(s). Affiant further states this transfer is exempt from the Illinois Plat Act because it is:

- (X) a. NOT A DIVISION of land, being either a reconveyance of all contiguous land owned by the grantor or a conveyance of a parcel whose legal description was contained in a document recorded prior to November 1, 1987.
- () b. A division or subdivision of land into parcels of five acres or more in size which does not involve any new streets or easements of access:
 - () 1. Division by metes and bounds description; (**See Below)
 - () 2. Fractional Parts Division;
- () c. A division of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access:
 - () 1. Division is being done to create a new building site; (**See Below)
 - () 2. Division is being done to add land to an existing parcel;
- () d. A sale or exchange of parcels between owners of adjoining and contiguous land provided a new building site is not being created; (**See Below)
- () e. A conveyance of land for use as a right of way for railroads or other public utilities which does not involve any new streets or easements of access;
- () f. A conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access;
- () g. A conveyance of land for highway or other public purposes and grants relating to the dedication or vacation of land for public use;
- () h. A conveyance made to correct descriptions in prior conveyances;
- () i. A conveyance of land resulting from the one-time division of a parcel existing on July 17, 1959 which does not involve any new streets or easements of access.
 - () 1. Division by metes and bounds description; (**See Below)
 - () 2. Fractional Parts Division;
- () j. A conveyance of a parcel of less than five acres resulting from the one-time division of a parcel existing on October 1, 1973, when accompanied by a survey. This exemption does not apply when there has been a division after October 1, 1973 utilizing exemption 1, and creating a parcel of less than five acres. (**See Below)

**PLAT OFFICER APPROVAL is
 Attached; or
 Not required: Parcel wholly within municipal limits of _____
Further affiant sayeth not.

Subscribed and sworn to before me this 30th day of Oct, 1991.

Debra A. Robertson
Debra A. Robertson
Notary Public



106

91031303

MARY ANN LAMM
RECORDER
SANGAMON CO. IL.



'91 OCT 31 AM 11 37

***** 002170

QUIT CLAIM DEED

Prepared by: Jon Gray Noll
509 West Capitol, Springfield, IL 62704

Grantee: Jessup-Beynon Partnership
P. O. Box 513, Divernon, IL 62704

Return to: Grantee
Tax Bill to: Grantee

THE GRANTORS, CHARLES F. JESSUP, MARGARET ANN JESSUP and THOMAS R. BEYNON, for and in consideration of One Dollar (\$1.00) and other valuable consideration, in hand paid, CONVEY AND QUIT CLAIM to JESSUP-BEYNON PARTNERSHIP of the City of Divernon, County of Sangamon and State of Illinois, the following described Real Estate:

Part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 13 North, Range 5 West of the Third Principal Meridian, in Sangamon County, Illinois, said part being further described as follows:

Commencing at a "PK" nail at the Southeast corner of said Southwest Quarter of the Southeast Quarter of said Section 16, being also the center line of County Highway 54;

thence North 0 degrees 03 minutes 37 seconds West along the East line of said Southwest Quarter of the Southeast Quarter 644.77 feet to an iron pin;

thence South 89 degrees 35 minutes West parallel to the south line of said Section 45.80 feet to the West right of way line of a proposed service road for Federal Aid Interstate Route 55, being also the point of beginning;

thence South 0 degrees 03 minutes 37 seconds East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 344.77 feet;

thence South 5 degrees 08 minutes 03 seconds West along said West right of way line 55.23 feet;

thence South 0 degrees 03 minutes 37 seconds East along said West right of way line and parallel to the East line of said Southwest Quarter of the Southeast Quarter 133.00 feet to the North right of way line of County Highway 54;

thence South 76 degrees 59 minutes 50 seconds West 57.89 feet along said North right of way line;

thence South 86 degrees 56 minutes 18 seconds West along said North right of way line 318.18 feet;

thence South 81 degrees 03 minutes West along said North right of way line 47.49 feet to the East line of Towle Road, being the East line of H-I Acres Subdivision - first plat;

thence North 0 degrees 25 minutes West along said East line 127.05 feet to an iron pin;

thence South 89 degrees 35 minutes West 10.00 feet;

thence North 0 degrees 25 minutes West along said East line of Towle Road 253.52 feet to an iron pin, being the beginning of a curve having a radius of 150.00 feet and its center located South 89 degrees 35 minutes West from the laste described iron pin;

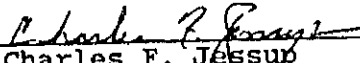
thence Northwesterly along said curve 63.05 feet to an iron pin;

thence North 24 degrees 30 minutes West along the Easterly line of Towle Road 136.95 feet to an iron pin;

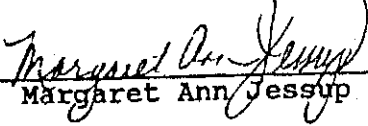
thence North 89 degrees 35 minutes East parallel to the South line of said Section 508.36 feet to the point of beginning, containing 5.62 acres, more or less.

Situated in the County of Sangamon and State of Illinois.

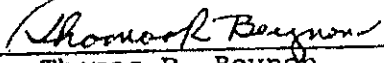
hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.



Charles F. Jessup



Margaret Ann Jessup



Thomas R. Beynon

002172

Exempt under provisions of Paragraph e, Section 4, Real Estate Transfer Tax Act.

C. Landon Jessup

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, do hereby certify that Charles F. Jessup, Margaret Ann Jessup and Thomas R. Beynon, 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 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 official seal this 26th day of October, 1991.

Patricia A. Goyke
Notary Public

" OFFICIAL SEAL "
PATRICIA A. GOYKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/11/93

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ANN LAMM
RECORDER
SANGAMON CO. IL.

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