ALTA COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

Commitment Number:

192383

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

	Chicago Title Insurance Company		
	Ву:		
	Minz		
	President		
Countersigned By:	Attest:		
A khung	Mayoru Hemogera		
Authorized Officer or Agent	Secretary		

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Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Company, LLC	Escrow Officer: Erin Evans
2345 Grand Avenue, Suite 690	Chicago Title Insurance Company
Kansas City, MO 64108	603 Stanwix St, Two Gateway Center
Main Phone: (816)833-4117	Pittsburgh, PA 15222
	Main Phone: (800)229-1159
	Email: erin.evans@ctt.com
	Escrow No.: PIT192971

Order Number: 192383

Property Address: 9100 Gravois Rd, Affton, MO 63123

SCHEDULE A

Commitment Date: October 1, 2019 at 08:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2006

Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner

identified at Item 4 below

Proposed Policy Amount: \$5,000.00

3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Regions Bank, successor by merger to Capital Bank and Trust, successor by merger to Bank of South County

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

PARCEL 1:

A tract of land being part of Block 4 of GRAVOIS GARDENS, a subdivision in St. Louis County, Missouri according to the plat recorded in Plat Book 34 page 69 of the St. Louis County Records, Township 44 North, Range 6 East, more particularly described as follows:

Beginning at an old iron pipe on the South right-of-way line of Gravois Road (Missouri State Route 30), 80 feet wide, said old iron pipe being the Westernmost corner of Block 4 of GRAVOIS GARDENS; thence along said Southern right-of-way of Gravois Road North 69 degrees 50 minutes East 180.97 feet to an iron pipe on the Western right-of-way line of Weber Road, 80 feet wide, as widened per Deed Book 6641 page 2189 of the St. Louis County Records; thence continuing Southeasterly, along the Western right-of-way of Weber Road, South 88 degrees 58 minutes 26 seconds East 8.62 feet to an iron pipe, thence continuing along the Western right-of-way line of Weber Road South 48 degrees 59 minutes East 145.38 feet to an iron pipe; thence leaving said Western right-of-way of Weber Road, along the Southeastern line of Block 4 of GRAVOIS GARDENS, South 41 degrees 01 minutes West 104.33 feet to an iron pipe; thence Northwesterly, along the Southwestern line of Block 4 of GRAVOIS GARDENS, North 78 degrees 28 minutes West 124.00 feet to an iron pipe from which an old iron pipe bears 0.28 feet South and 0.01 feet West; thence Northwesterly, along the Southwestern line of Block 4 of GRAVOIS GARDENS, North 48 degrees 26 minutes West 131.28 feet to the point of beginning and containing 0.6603 acres more or less.

PARCEL 2:

A parcel of land in Gravois Gardens, a Subdivision in St. Louis County, Missouri; described as: A strip of land 20 feet wide designated on said plat as park and adjoining the rear and sides of Block 4 and the rear of Lots 1, 2, 3, 4, 5, 6, 7 and the said of Lots 16 in Block 6 of said Gravois Gardens, shown on said plat recorded in Plat Book 34 page 69 of the St. Louis County Records.

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SCHEDULE B, PART I REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 5. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Regions Bank

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

- 6. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 7. Certain counties in Missouri require that deeds transferring real estate be accompanied by the Real Property Certificate of Value. Presently those counties include Jackson, St. Louis, City of St. Louis and St. Charles. This form must be executed by the buyer/grantee in these transactions. Certain exemptions do apply. The official form can be obtained from the Recorder of Deeds or from our Company.
- 8. Our Company e-records in all counties where this service is offered. An additional electronic recording service fee of \$4.50 per document will be assessed by the county at the time of recording.
- 9. Request for Special Coverage must be received by the Company for approval at least 15 business days prior to closing.
- 10. Any documents being executed in conjunction with this transaction must be signed in the presence of an

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SCHEDULE B, PART I REQUIREMENTS

(continued)

authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service, or under the supervision of attorneys actively licensed in the state where the document signings take place.

- 11. The transaction contemplated in connection with this Commitment is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
- 12. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
- 13. The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. It is agreed that, as between the Company, the applicant for this commitment, and every person relying on this Commitment, the amount of the requested Policy will be assumed to be \$5000.00, and the total liability of the Company on account of this Commitment shall not exceed that amount, until such time as the actual amount of the Policy to be issued shall have been agreed upon and entered as aforesaid, and the Company's applicable charges for same shall have been paid.
- 14. The application for our title insurance does not give the name of the prospective purchaser. When such name is ascertained, the records must be searched for public record documents affecting the prospective purchaser, including, but not limited to, judgments, state tax liens, federal tax liens and federal non-revenue liens, if any. If the prospective purchaser is an entity, including, but not limited to, a corporation, limited liability company, partnership, limited partnership or trust, certain additional requirements may be necessary.
- 15. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
- 16. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Easements or claims of easements, not shown by the public records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- 5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. The lien of real estate <u>taxes</u> or assessments imposed on the Title by a governmental authority due or payable November 1, 2019, delinquent January 1, 2020.

City, State and County Tax ID No.: 25J311731

2018 Base Amount: \$38,076.31, Paid 2018 Assessed Value: \$317,920.00 2019 Assessed Value: \$455,130.00

a) We require proof of payment of special assessments and sewer usage fees, if any, due and payable to the City of Affton, Missouri. If unpaid, these charges may become a lien against the property.

Our policy, when issued, will contain the following exception, unless proper proof of payment is provided:

Special Assessments, if any, which are DUE AND PAYABLE to the City of Affton.

8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the Restrictions Agreement for Gravois Gardens

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SCHEDULE B, PART II EXCEPTIONS

(continued)

Subdivision

Recording Date: May 4, 1940

Recording No: Book 1699 at Page 84,

- 9. Terms and provisions of the St. Louis County Planning Commission Conditional Use Permit No. 581 recorded April 15, 1988 in Book 8297 page 1373.
- 10. Permanent Sidewalk, Sewer and Utility Easement granted to St. Louis County, Missouri by the instrument recorded November 24, 1992 in Book 9528 at Page 1274.
- 11. Building lines, restrictions, utility, drainage, storm sewer, sanitary sewer, and waterline easements shown on the plat, GRAVOIS GARDENS, recorded in Plat Book 34 at Page 69.
- 12. Sewer assessments, if any.
- 13. State court judgments, state tax liens, and federal tax liens, if any, against the party(ies) to be insured as owner(s).
- 14. Tenancy rights, either as month to month or by virtue of written leases, of persons now in possession of any part of the Land.
- 15. Notwithstanding the reference to acreage or quantity of ground in the description contained herein, this Commitment does not confirm, and the policy when issued, will not insure the accuracy of such acreage or quantity of ground.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I-Requirements;
 - (f) Schedule B, Part II-Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(ii) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION - Intentionally Deleted

END OF CONDITIONS

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WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- USE COMPLEX EMAIL PASSWORDS that employ a combination of mixed case, numbers, and symbols. Make your
 passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same
 password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov Internet Crime Complaint Center: http://www.ic3.gov

Wire Fraud Alert Original Effective Date: 5/11/2017 Current Version Date: 5/11/2017

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE Revised May 1, 2018

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF", "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- · demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- · financial account information (e.g. loan or bank account information); and
- · other personal information necessary to provide products or services to you.

<u>Browsing Information</u>. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order: or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "Choices With Your Information" to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer

Recording Regulations for Kansas, Missouri, and Nebraska

Courtesy of Chicago Title Company, LLC 2345 Grand Avenue, Suite 690 Kansas City, MO 64108 (816)421-5040

Jackson County, Missouri

- \$21 first page, \$3 each additional page + \$4.50 per document E-recording fee
- Margins: 3" top margin on first page, 1" margin everywhere else*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.**
- No printed material in the margins*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown**
- Real Property Certificate of Value required on all conveyance/corrective deeds (also in St. Louis County, St. Louis City, and St. Charles County)

Clay/Platte/Other Counties, Missouri

- \$24 first page, \$3 each additional page + \$4.50 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else*
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.**
- No printed material in the margins*
- Notary: Printed name must be under signature; notary seal must be within the margins; commission
 expiration must be shown**
- St. Louis **City**, Missouri: 1) Grantor's address must also be shown on the first page; 2) fees are \$23 first page, \$5 each additional page; and 3) **GRANTEE MUST ALSO SIGN ANY CONVEYANCE DEEDS**

Kansas

- \$21 first page, \$17 each additional page + \$4.50 per document E-recording fee, where available
- Margins: 3" top margin on first page, 1" margin everywhere else**
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.**
- No printed material in the margins**
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown**
- KS Real Estate Validation Questionnaire required on all conveyance/corrective deeds**

Nebraska

- \$10 first page, \$6 each additional page + \$4.50 per document E-recording fee, where available
- \$2.25/\$1,000 transfer tax
- Margins: 3" top margin on 1st page, 1" margin everywhere else**
- First page must show Grantor, Grantee, and Grantee's address; legal description must either be shown or referenced.**
- No printed material in the margins
- Notary: Printed name must be under signature; notary seal must be within the margins; commission expiration must be shown**
- Nebraska Form 521 required on all conveyance/corrective deeds and leases**
- * Failure to comply will result in a \$25 non-standard fee.
- ** Failure to comply will result in the instrument's being rejected by the Recorder's Office.

All documents must be printed on standard 81/2" x 11" white paper ONLY

PRINTED AND FOR SALE BY THE ST LEWIS PRINTING AND LEGAL FORMS CO., ST LOUIS NO 4 DIV. TO THE TOTAL STATE OF THE STATE OF T

QUIT CLAIM DEED (Individual)

State User Fee \$

THIS DEED, Made and entered into this 2nd day of November , 19 8°, by and between Davin T. Stoecker, a married person with the express assent of his spouse by instrument recorded in Book 8131 Page 1982, L. K. Wood, a married person with the express assent of his spouse by instrument recorded in Book 8133 Page 1983 and Fred G. Heimburger, a married person with the express assent of his spouse by instrument of the recorded in of Book 8133 Page State of Massouri party or parties of the first part, and

BANK OF SOUTH COUNTY 9100 Gravois Road

St. Louis, Missouri 63123

of the County of St. Louis State of Missouri

party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby seknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM unto the said party or porties of the second part, the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

PARCEL NO. 1: A tract of land being part of Block 4 of "GRAVOIS GARDENS" a subdivision recorded in Plat Book 34 Page 69 of the St. Louis County Pecords, Township 44 North, Range 5 Rast, St. Louis County, Missouri and being more particularly described as follows: Beginning at an old iron pipe on the South Right-of-way line of Gravois, Road, (Missouri State Highway 30), 80 feet wide, said old iron pipe being the Westernwood correr of the above mentioned Block 4 of GRAVOIS GARDERS, thence along said Southern right-of-way of Gravois Road North 69 degrees 50 minutes East 180.97 feet to an iron pipe on the Western right of way line of Weber Road, 80 feet wide, as widened per Deed Book 6641 page 2189 of the St. Louis County Records, theree continuing Southeasterly along said Western right-of-way of Weber Road South 38 degrees 58 minutes 25 seconds East 8.62 feet to an iron pipe; thence continuing along said Western right-of-way line of Weber Road South 48 degrees 59 minutes East 145.38 feet to an iron pipe; thence leaving said Western right of many of Weber Kood along the Southeastern line of the aforementioned Block 4 of CRAVOIS GARDENS South 41 degrees 01 minute West 104.33 feet to an iron pipe; thence NOrthwesterly along the Southwestern line of block 4 of GRAWOIS GARDENS North 78 degrees 28 minutes West 124.00 feet to a point from which an old iron red teers 0.28 feet South and 0.01 feet West; thence Northwesterly along the Southwestern line of said block 4 of GRANDIS GARLENS North 48 degrees 26 minutes West 131.28 feet to the point of beginning and containing 0.6503 acres more or less.

PARCEL NO. 2: A parcel of land in Graveis Gardens, a Schrivision in St. Louis County. Misso ri: described as: a strip of land 20 feet wide designated on said plan as a park and adjuncting the rear and sides of Block 4 and the rear of Lots 1, 2, 3, 4, 5, 6, 7 and the side of Lot 16 in Block 3 of said Graveis Gardens, as shown on said plat recorded in Plat Book 34 Page 69 of the St. Louis County Records.

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TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, onto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever. So that neither the said party or parties of the first part, nor their beirs, nor any other persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever harred.

IN WITNESS WHEREOF, the said party or parties of the first part has or have becomes set their hand or hands the day and year first above written. 57 NOV -3 PM 2: 23

Savid T. Stoor Bur

Frad G. Heinburger

STATE OF MISSOURI.

On this down day of NAVENDEA, 19 37, before me personally appeared to the known to be the person of personally appeared to the known to be the person of person with the copress assent of his spouse by instrument recorded in Book 8133 page 1967. I. K. Wood, a married person with the copress assent of his spouse by instrument recorded in Book 8137 page 1983 and fred to Believing a married person with the copress assent of his spouse by instrument recorded in Book 8137 page 1983 and fred to Believing a married person with the copress assent of his spouse by instrument and extensive the latest the copress assent of his spouse by instrument and extensive the copress assent of his spouse by instrument and extensive the latest person with the copress assent of his spouse by instrument and extensive the copress assent of his spouse by instrument and section of the copress assent of his spouse by instrument and the copress as a spouse by instrument and the copress as a spouse by instrument and the co

hat they executed the same as their free act and deed.

IN TESTIMONY WHERBOF, I have hereunto set my hand and effixed my official seal in

the County and State aforesaid, the day and year first above written

express assent of his spouse by instrument recorded in Book 8133 Page 1984

Diane D. Roesch Notary Publ

May 16, 1991

BOOK 8225 PAGE 1974

END OF DOCUMENT



Real Estate Information Ownership, Legal and Assessments

9100 GRAVOIS RD, SAINT LOUIS, MO 63123

Ownership and Legal Information: 25J311731 - 2019

Locator No.	Tax Year	Tax District	City Code	Site Code	Destination Code		
25J311731	2019	101JJ	000	0095			
Owner's Name:	CAF	PITAL BANK &TRUS	ST REGIONS BA	NK			
Taxing Address:		9100 GRAVOIS RD SAINT LOUIS, MO 63123					
Care-Of Name:							
Mailing Address:	6TH	RIVERCHASE PKV I FLR MINGHAM, AL 3524					
Subdivision Book - Pa	ge:						
Assessor's Book - Pag	je: 01 -	01 - 0056					
City Name:	Unii	Unincorporated					
Subdivision Name:	GRA	AVOIS GARDENS					
Legal Description:		PT 4 & 20 FT WID ortant: This is a brief leg		N S SIDE 6 21 88 not meant for use in record	ded legal documents.		
Lot Number:				Block Number:			
Lot Dimensions:	020	3 / 0116 - IRR / 017	0	Total Acres:	0.84		
Tax Code - Description	n: A -	TAXABLE		Land Use Code:	611		
Deed Document Numb	er: 199	4083100013		Deed Type:	AFFDT		
Deed Book and Page:	Вос	ok: 10299 Page: 1	115	Trash District:	5		
Deed Index List:	Viev	View Deed Index Information Recorded With Locator Number 25J311731					
School District:	AFF	TON		County Council Dis	strict: 6		

Assessment Information: 25J311731 - All Available Years

Appraised 2019 values posted are preliminary and subject to change by the Assessor until July 1st.

			Appraised Values		es		Ass	Assessed Values	
	Year	Property Class	Land	Improv.	Total	%	Land	Improv.	Total
		Residential:				19%			
pro j	2019	Agriculture:				12%			
旦	2019	Commercial:	292,700	1,129,600	1,422,300	32%	93,660	361,470	455,130
		Total:	292,700	1,129,600	1,422,300		93,660	361,470	455,130
		Residential:				19%			
port	2040	Agriculture:				12%			
	2018	Commercial	292,700	700,800	993,500	32%	93,660	224,260	317,920
		Total:	292,700	700,800	993,500		93,660	224,260	317,920
Ŧ	2017	Total	292,700	700,800	993,500		93,660	224,260	317,920
+	2016	Total	303,900	596,100	900,000		97,250	190,750	288,000
田	2015	Total	303,900	596,100	900,000		97,250	190,750	288,000
Ŧ	2014	Total:	219,500	457,500	677,000		70,240	146,400	216,640
Œ	2013	Total:	219,500	457,500	677,000		70,240	146,400	216,640
Ŧ	2012	Total:	219,500	467,900	687,400		70,240	149,730	219,970
Ŧ	2011	Total:	219,500	467,900	687,400		70,240	149,730	219,970
Ŧ	2010	Total:	365,900	465,900	831,800		117,090	149,090	266,180
+1	2009	Total:	365,900	465,900	831,800		117,090	149,090	266,180
Ŧ	2008	Total:	252,000	573,000	825,000		80,640	183,360	264,000

Please Note: Information maintained by the Assessor's Office is for assessment purposes only and should not be used to verify or transfer ownership. All maps maintained, provided and/or purchased are based on assessment information and do not represent a legal survey of the parcels shown, and should not be used for conveyance or the establishment of property boundaries. The Assessor's Office shall not be liable for errors contained herein or for any damages in connection with the use of this information.

ST. LOUIS COUNTY, MISSOURI



Real Estate Tax Amounts Due

No Taxes Are Due

Effective 10/17/2019.

Locator Number:

25J311731

Owner Name:

Capital Bank &Trust

Property Location: 9100 Gravois Rd

Subdivision:

Gravois Gardens

Block Number:

Lot Number:

School Sub Code: 101JJ

Legal Description: Blk Pt 4 & 20 Ft Wide Strip Adj On S

Side 6 21 88

Assessed Value:

\$455,130.00

Real Estate Taxes Paid:

Locator Number - 25J311731								
Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid	
2018	\$32,671.67	\$0.00	\$0.00	\$5,404.64	\$38,076.31	\$38,076.31	12/12/2018	

Note that commercial surcharges apply to this property.

The Other Charges amount may include charges and fees for:

- Bad Check/Returned Payment Fees (\$25.00 each)
- · Commercial surcharges.
- Sewer lateral fee, which is an amount determined by your jurisdiction but is often \$18, \$28 or \$50.
- · Special assessment charges, interest and penalties.
- · Surcharge interest and penalties.

Hide Tax Rates Information

Composite Tax Rates: 101 - JJ - 2018

Taxing Authority	Res.	Com.	Agr.	Per.	Man.
State of Missouri	0.0300	0.0300	0.0300	0.0300	0.0300
County General	0.1950	0.1980	0.1570	0.2090	0.2090

County Health Fund	0.1310	0.1330	0.1050	0.1400	0.1400
County Park Maintenance	0.0460	0.0470	0.0380	0.0500	0.0500
County Bond Retire	0.0190	0.0190	0.0190	0.0190	0.0190
Roads and Bridges	0.0980	0.0990	0.0790	0.1050	0.1050
St. Louis Community College	0.2129	0.2129	0.2129	0.2129	0.2129
Special School District	1.1980	1.1980	1.1980	1.1980	1.1980
Metropolitan Zoo Museum District	0.2724	0.2724	0.2724	0.2724	0.2724
County Library	0.2340	0.2590	0.2170	0.2250	0.2250
School - Affton	5.8880	6.0810	0.0000	6.1569	6.1569
Metropolitan Sewer District	0.1170	0.1170	0.1170	0.1170	0.1170
Fire - Affton	1.4876	1.5214	0.0000	1.6029	1.6029
Dev. Disability - Productive Living Board	0.0840	0.0890	0.0700	0.0900	0.0900
Total Tax Rates >>	10.0129	10.2767	2.5153	10.4281	10.4281
Additi	onal Char	ges *	Hallings:		
Commercial Surcharge		\$1.70¹			
Sewer Lateral Fee	\$28.00				

Agr. = Agricultural

Com. = Commercial

Man. = Manufacturing

Per. = Personal Property

Res. = Residential

Back

^{*} Additional charges are not calculated in the total tax rate.

¹ Per one hundred dollars of assessed value.

ST. LOUIS COUNTY, MISSOURI



Real Estate Tax History

Effective 10/17/2019.

Locator Number:

25J311731

Owner Name:

Capital Bank &Trust

Property Location: 9100 Gravois Rd

Subdivision:

Gravois Gardens

Block Number:

Lot Number:

School Sub Code: 101JJ

Legal Description: Blk Pt 4 & 20 Ft Wide Strip Adj On S

Side 6 21 88

Assessed Value:

\$455,130.00

Real Estate Tax History:

Tax Year	Owner's Name	Tax Code	Sewer Lateral Fee	Total Assessed Value	Amount Due	Amount Paid	Date Paid
2018	Capital Bank &Trust	101JJ	\$0.00	\$317,920.00	\$38,076.31	\$38,076.31	12/12/2018
2017	Capital Bank &Trust	101JJ	\$0.00	\$317,920.00	\$38,020.05	\$38,020.05	12/4/2017
2016	Capital Bank &Trust	101JJ	\$0.00	\$288,000.00	\$32,721.98	\$32,721.98	12/12/2016
2015	Capital Bank &Trust	101JJ	\$0.00	\$288,000.00	\$32,789.09	\$32,789.09	12/31/2015
2014	Capital Bank &Trust	101JJ	\$0.00	\$216,640.00	\$24,938.09	\$24,938.09	12/22/2014
2013	Capital Bank &Trust	101JJ	\$0.00	\$216,640.00	\$24,932.64	\$24,932.64	12/24/2013
2012	Capital Bank &Trust	101JJ	\$0.00	\$219,970.00	\$24,528.84	\$24,528.84	12/31/2012
2011	Capital Bank &Trust	101JJ	\$0.00	\$219,970.00	\$23,838.81	\$23,838.81	12/12/2011
2010	Capital Bank &Trust	101JJ	\$0.00	\$266,180.00	\$28,156.50	\$28,156.50	12/23/2010
2009	Capital Bank &Trust	101JJ	\$0.00	\$266,180.00	\$26,672.02	\$26,672.02	12/22/2009
2008	Capital Bank &Trust	101JJ	\$0.00	\$264,000.00	\$26,237.38	\$26,237.38	1/22/2009
2007	Capital Bank &Trust	101JJ	\$0.00		\$29,066.54	\$29,066.54	5/1/2008
2006	Capital Bank &Trust	101JJ	\$0.00		\$33,262.68	\$33,262.68	11/1/2007
2005	Capital Bank &Trust	101JJ	\$0.00		\$27,689.17	\$27,689.17 *	12/27/2005
2005					Date of	Distribution ** -	2/23/2006
2004	Capital Bank &Trust	101JJ	\$0.00		\$20,810.04	\$20,810.04	3/7/2005
2003	Capital Bank &Trust	101JJ	\$0.00		\$18,821.72	\$18,821.72	11/19/2004
2002	Capital Bank &Trust	101JJ	\$0.00		\$20,258.40	\$20,258.40	12/2/2002
2001	Capital Bank &Trust	101JJ	\$0.00		\$16,036.70	\$16,036.70	12/31/2001
2000	Capital Bank & Trust	101JJ	\$0.00		\$15,891.44	\$15,891.44	12/31/2000
1999	Capital Bank & Trust	101JJ	\$0.00		\$14,378.18	\$14,378.18	10/26/1999

Note that commercial surcharges are not included in the tax Amount Due column for tax years prior to 2002.

- * The tax amount was paid under protest.
- ** The date the tax amount was available for distribution amongst the appropriate taxing entities.

Print Tax History Statement



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Exested fring lieble however, only for wil following gives to me comme the means this instrument. that years han direct thing, alcount Brigari thing it ty young it and the december to the to reporte and is a liste theper son or persons, surgelow or printal, undered a satisfier or securities in the summer. of this des of another cover will and agreements berein best contained since and and wind to the weefil of respectively the heart, helyers, successors and legal representatives of said Frist Porty, sound are a legally of from led were essen grown heart thonly, and the overtees, assigns and legal new our Better of sand the oblacky. In hiter a whereof, the hard growing githe first part has been like Here a sent as of the ray and you first about untilen

mis Ir. Reppell Sakog hussonis (55, an this with day of may 1940, tofine me pensonally ground Louis & Cappell City of Hairs I single, to we curren to be the person described in another processed the fire going instrument, and action ledged that he executed the same as his freget and except and the said foris & Reppell for thorse almost hunself to the sigle and in mind . In Testing of where of, I have herewith set my hand and approdung office soul in the life and state of ses aid, the day and your first choice another Www. J. Byrne Notany Public My tomegnes my commission equies may 25, 14th City of Mais, mo: hilled for round may 10,19 to at 935 iche & a.m., bered flowerth, according Dieds .

Restrictions agreement Risch Building and Real Estate Company, a husban Corporation to Restrictions agreement Declaration Re Conchitous, Restrictions and limitations of the Subdivision known as Gravois Gardens in the County of Stonis State ophissemi whereas, Rich Building and Real Estate Com Sany, a hissouri Con praction; thing the light sound of the sound of the sound of the Subdivision of C. C. Weber's Trom in Section 14 and n. S. Survey 1853 Tromship 44 houth Rouge 6 East, in It fair County, mustari; according to the plat thoughter order to 9 Page 71 of the thous at (former County) Occords a cepting therefrom that part thereof tying mithin travois Poad (Sta tellighway Route ho. 30), also excepting from said but it these parts thereof conveyed to John C. Douber kandurfe, by desols seconded in Book 1336 lage 629 and Book 15 93 Page 136 of the Sofois County Records and whereas, Prich Building and Real Estate Company has laid out the said has t as a subshirision wicker the manne Eravois Bardens a plat of which has been recorded at the Recorder's Office in thous County, hussouri, and as hereas there have been described and recited in said plat contain streets identified as Vasel Drive, Flores Drive, Freia Drive, Gral Drive, the rounded intersections, the parcels designated as park, and the strip to feet in wroll fromder ung Weber Road are hereby de dicated to public use forever, Easements as shown on plat are hereby dedicated to Infair County for Public hthity se and may be used for sever casements, all claims for damages which may arise by reason of necessary and ininor. changes in grades or street lajouts are hareby waired whereas it is the surfice of the owner of said subdivision that it shall remain a first class and division enclared as it is thewish and desire of the owner of said property that for the surprise of laughting said subdivition and for the benefits that will make to said owner and successive and essigns and all the other persons who may purchase, hold or own from time to take any of the several lots covered by this instrument now therefore in consideration gardine fremises and fenefits to mense the underlyined, his & ucessors and ording in and all the other persons who may purchase holder burn from true to time any of the reveral last covered by this is the went does hereby declare and hereby migrore the following and house nextrictions and limitations on the property herein above described to wit all outrice garages shall be attached or semi attached to house. all of the lots in the treet shall be

Known and described as residential lots, except Block of and no structure shashes west

on any residential hilding plat other then one detached single family dwelling wort to exceed 2 Stones in height, and no dwelling shall have more than a 3 carganage, further



such assistance so construed shall be restricted to use as a formate residence only and shall be occupied by not more than me family each. Block 4 shall be known as a his west let and shall be need a d for hisine se purposes, he business shall be conducted thereon until the nature of the ress and the design, grade and foration of the building to be criented theren have been offronced by Risch Brilding and Real Estate Company on its successor. Shower, in the count that said Back Eding and Veal Estate Company with successors is not in exestence or fails to approve or disaffirme said design, grade and location within 30 days, then each approval will not fe required. In any event the turiness to be conclusted shall not be of amillegal notine nor shall notions or offenine trade or profession becamied on or conducted on any lot or building of thing become thereon which may be or become an annoyance or misance to the neighborhord inconstrued by the Courte of the State of historia ananno muisance. no building shall be exected in any residential lot nearer thanthe front -line, namely, 30, as indicated in ecorded platnor farther than 35. from the front fluis all residential boto shall have an aggregate side yard weasurement good less than 10' as no case shall a building beplaced on a residential lot closer than 3 than yaide lot to twither, no building shall be constructed on any residential lot the wile line of which build is morer than 10 1 the dido line of an adjacent building, The side line restrictions shall not to applied to a garage located on the near It of a lot, except that on corner residential lots not the Jany kind shall be formitted nearer than 15 to the side street bine; however said line restine wone shall not opply & Block 4. horesidental totalle resultained anto hilding slot has a with oplass than so each on the building line ho building shall be orested on any ial building plat having an area of less than I, one square feat Further, no building shell to exceled on any residential building plot having a width of less than to beach on the building line to notions or offensive trade or profession shall be carried on or conducted on a or building exected thereon, nor skall any thing bedone thereon which may be or be ance or increased to the neighborhood as construed by the Courts of the State of hissouri asan annoyance or misance. Roagn founds or bill boards other than those displayed by Risch Building and Real Estate Company for the sale of their lots and houses shallbe permited no lot or pertion of a lot or building Thereon shall be rold, leaded rented or occupied by any other than those of the Cancasian Receiverent that this coverant shall not prevent occupancy downestic revocate of a different race or makon a lity suployed by an owner or towart. all residences shall have a main width of not less than 22 and a main depth of not less than 22. The outside frusk of allresidences shall be of new materials. Logaragoshalles as a public repairshop to nabbet hutches, chicken coops orang other wich milances permitted to trailer, basement, tent, shack, garage, fam or other out building ever in the tract shall at any time beused as a residence temporarily or dermanently nor a any residence of a temporary character be possitted. Is building shell levected placed, or altered on any residential building plat in this subdivision until the external desig grade and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the coverants herein set forth; provided however, that if such committee shill pores or chisapprove such design grade and location within I o days after such plan have feen submitted to it or if or with to upon the excitor of such hillowy or the make of such alterations have been commenced prive to the completion thereof, such approvaluich not be required, provided the external design gradeened to cation of each structure shall confor to and be in harmony with structures in the tast. For the purpose descindefrestated, the neighborhood committee consisting of three numbers shall be as follows for the torn specified: Mar Risch, Jo for a lern of syears horman J. aich fratern of Hyears and Kenneth Risch for a term of 3 years, said terms to begin with thedate of filing these restrictions for record succession members of the committee shall beleated in the following manner: whowever the town of office of a member shall expire or should any member refuse to act or become incapacitated to

his duties as a member, he surviving member or sumbers is half call a neeting to be held at some

86

convenient place in the County of Sofairs of the recordanners in fee imple glots is and having terdens who shall proceed by fallot to deal one consormembers to his its vecancies orated each successor term to be for Bycorperiods For the jurpose of this election such betreeorded shell These one works, a majority of alloalid votes shall be required for election honard towers that as long as the said Wesch Building and Real Estate Company or the successor shell own ones sol lots in said harmis Gardous the sid asch Bulding and Ocal Estate Company or it successors shall have the right to name at least one member of the three members comprising the nightor hood Committee Each of the said members and his successor duly elected or appointed accepte the truth upon comolitions only that each of said members shall be responseble only for his air wrongful but and not for one for the other or others, and upon the further condition that no member hereunder shall be held personally hable for injury to person or property by reason of surject or ack of commission or omission. By said reighborhood committee acting individually or collectively any momber of the committee may at any time resign or such mention mentionent of signed and acknowledged by him and filed for record in the office of the Bearing of Seeds for the Courty of et four It is expressly agreed and understood that any delay coursely by lack of approval of plans submitted for consideration to the neighborhood committee whell inst constitute a valid claim ardamage incurred by mehotely, Risch Britishing and dealletate Company or its successoreleves the right to conduct its himselfund operate a temporary warehouse in the building now located on said substition heather case and in any eventors develing costing less thant 3000.00 shall be permitted on any residential let in the hackand no divelling shall be permitted on any residential bottom the hist having a ground floor square foot area of less than 800 square feet prove story halding set for two story buildings. no tight board fences shall be exested on any of theresidential lots in said substivision but all partition fuces shall be constructed of word or woodbooth openings aggregating to the fuces shell not extend in point of the building lines on any lot in this subdirision or to more than it in buight and same must be constructed of new material. These coveriants are or munich the land and shall be binding on all the parties and all persons claiming under them with Jaming 1970 at which time Said coverants shall be automortically extended for surcessive persons of the years weless by a vote of the majority of the then owners of the last at sagrees to change the said cover onto in fullor part. allog the lots and picels of ground in said autorisin hereby subject to all the conditions restrictions and limitations bein set out directing ng the use and occupation of said lots and every part though and said concentions, restrictions and huitations shall operate as coveraits running with the land intersouse ever handrit, or any part of it shall come and shall be enforceable by any person a persons now or kineafter grong any lots or fart or part of late in the afreesidentimen in behalf and for the benefit of either themselves or the said owner or owners, or for any or either of them, and it shall be lawful for any person or persons now or kine ofter or proceedings at lew or in equity by injunction or otherwise against any person operand infringer or attempting to infringer, or omitting to perform, at lays, of serve or above by the provision for the purpose of preventing them from so doing, or collection such infringement or omission or both. These conditions restrictions and limitations are 6th construed midependent and not inter-dependent and in the event that any of themselves be declared void or for any reason menforceable the validity and briding effect of the other conditions pestrictions and limitations shall not be hereby impaired or affected Lacks waiver, estapped or failure to enforce and the breach gang condition, restriction or limitation shall not be a waver of any subsequent breach of the ordinic, restrictions and limitations besein set forth. In withest whereof, we have hereunt detour hands and officed the seal of Reich Building and Poal Estate Company this the betway of hay a S. " Peto Risch Building and Paul Estate Co By many Rusch to Precinent

tered American and Real Conforate Coal & - - horman J. Risch . Secretary City of Stoma 155 a. this let day of may a. D. 1940 before me afformed may Rich for to me farencely Note of hisemi known, who being by me duly swow, and day that he is the President of Risch Quilding and lead Estate Company, a corporation obely organized underthe down of the State of history and that the seclaffixed to the foregoing instrumenties the corporate seal of said conformand that is nistrument was signed and realestin behalf of said corporationly on though of its Board of directors and said may wisch, for seknowledged said instrument to the fles act and deld grand experation. In Testimony whereof, I have hereinto set my hand and affix d'my hotarial deal al my office the day and year East above written Beatrice Risch, Beatrice Risch notary Public notary Public City got our, mo Gerald & Donwork, Recorder of Deeds. Tiled for second may the 1840, at 10 13 vilock a. My Omapal hote Sound heety, Logally identified by Recorder's endorsement on same. FH A Form 20 21896 (For use were Letton 203) (Revised May 18, 1938) # 20076 Dee dog Tweet This Dord of Tweet, made and entered mito think Is the day of may, misten hundred and Forty by and between decrard of France and Kathorine P. Taure, The wife, of the County of It one and State of missouri, farties of the frist part, Levernafter referred to as Bonower, and F. K. Schlosser, party of the second part forein for referred to as time too, and several onerian Life Insurance Company, a nestourie conforction of Afonis mesoure, party of the thingsent withereth, that the Bohower in consideration of the debt and trust herein ofthe described and created, and the su Que Bollar (81), to humin hand paid by the Trustee the receipt of which is hereby acknowledged as by these present grant bargain and sell, conveyand confirm, unto the truster, forer allog the following described realestate, situated, lying and being in the Country of Afour and Sate of mesowing, to wit : Lot 3 of Wood lawn Terrace, according to the plat thereof, recorded in Olat Bout 34, Page 46, of the Attonies County, Duessouri, Recorder's Office also all disappearing beds, ice bordes me refrigeration muits, equipment for heating, lighting and cooking, minors, doord, and window aboves, and week, personal property as is farmished by a land bod in renting or operating annufun ished building similar to the failedings orcited upon said premises and now or have after justalled therein by the Bonower, which shall be deemed by the parties houts and all barties ing by through or under them, an accession to the prohololand a part of the realty sembered by this lain. Together with all rights privileges, carements and affurter ances therein to attacking or belonging and the rents, itsues and profite thereof, and all builde insovements now exected or hereafter to be exected upon said premies 10 HAVE AME AD HOLD the above described premises, together with all mishovements right privileges and appentenances thereto belonging, or in anyway appentancing, unto the way the truster, forever and possession of said premises is now delivered and the Truster, have for the following purposes: Whereas the Consum on the 15th day of may, 1940, borrowed from the porty the third part the sum of seven Thousand, Tive Hundred and " of 00 Edlers 101, 500.00), - for which sum the Borrower-has executed and delivered to the party of the third part his Doing note operendate, bearing interest from June, 1940, at therete of four and one half (4/2%) for annumou the unpaid balance until faid, and payable as follows: In monthly mants of Forty seven and 4 9/100 lotters (B 47, 48/, commercing on the first day of July, 1849, a first day of each month the rafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not someghand shall be one and for In the first day of June, 1860, and Whereas the Borrower covenants with the party of the third part are follows: 1. That the Bonower will pay the indebtedness as hereintefre provided Orivinge a reserved to pay the dest in whole or in an amount equal to one or more monthly payments on If the principal that are next street on the rote, on the first day gany month provided to maturity; provided, however, that willow notice of an intention to exercise well privilege is given

at least. Hirti (30) days shior to prepayment; and provided further, that with event the

ST. LOUIS COUNTY PLANNING COMMISSION

GOVERNMENT CENTER . 41 BOUTH CENTRAL . CLAYTON, MISSOURI 83105 889-2516

2300 In

200

November 23, 1987

CONDITIONAL USE PERMIT NUMBER - 581

The St. Louis County Planning Commission hereby grants a Conditional Use Permit in the "C-2" Shopping District for a .835 acre tract of land located on the scuthwest corner of Gravois Road and Weber Road.

The Conditional Use Permit hereby granted shall be subject to the conditions listed in the attached letter of approval, P.C. 249-87 Bank of South County.

Respectfully,

ST. LOUIS COUNTY PLANNING COMMISSION

Edward Crewyor

Edward J. Crawford, Chairman

ATTEST:

Donald E. Clark

Donald E. Clark Director of Planning

DEC/QMT/dlv (6696g/ll)

cc: John Watson, Zoning Enforcement Department of Public Works County Council

Effective Date: Wovember 21, 1987

Attachments

Attrohment II. pages 1-5 streemed hereto contain constitues year along to this Continued Use Parmit.

APPROVED FOR BEOMEDING

Donald & Clark (ymt

4 , 15 . 28

STATE OF MISSOURI) SS

88 APR 15 AH 11: 37

RECORCÉR UP DEEDS ST. LOUIS COUNTY, MO

BOOK 8297 MICE 1373

P.C. 249-87 Bank of South County Attachment C Page One of Five

ATTACHMENT C

PERMITTED USES

The use authorized by this Conditional Use Permit shall be limited to a financial institution with drive-through facilities.

2. FLOCK AREA, HEIGHT AND BUILDING REQUIREMENTS

The financial institution shall not exceed 8,000 square feet in area and two (2) stories in height.

3. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

Within eighteen (18) months from the effective date of this Conditional Use Permit and prior to issuance of any building or occupancy permit, the petitioner shall submit to the Planning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning Commission. Said Site Development Plan shall include, but not be limited to, the following:

- The location and size of all proposed structures, including freestending business signs.
- b. Existing and proposed contours at two (2) foot intervals.

Location and size of all parking areas.

- d. Roadways and driveways on and adjacent to the property in question including required roadway right-of-way dedication and pavement widening.
- The design, location, and size of all proposed lighting, fences, and trash areas.
- f. A landscape plan, including, but not limited to, the location, size and general type of all plant and other material to be used.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

Structure Setbacks

 Structure setbacks shall be as required by the "C-2" Shopping District regulations.

Parking, Loading and Internal Drives

Setbacks .

b. Parking space and internal drive setbacks, except points of ingress and egress, shall be as required in the "C-2" Shopping District regulations.

BOOK 8297 PAGE 1374

Description: St Louis, MO Document - Book. Page 8297.1373 Page: 2 of 7

Order: 7 Comment:

P.C. 249-87 Bank of South County Attachment C Page Two of Five

Minimum Requirements

c. Minimum parking requirements shall be as set forth in Section 1003.165 of the St. Louis County Zoning Ordinance.

Access

- d. Access to the development from Gravois Road shall be limited to one (1) driveway to be located in close proximity to the west property line as directed by the Missouri Highway and Transportation Department and the Department of Mighways and Traffic.
- e. Access to the development from Weber Road shall be limited to one (1) existing driveway located in close proximity to the southeast property line and reconstructed to St. Louis County Standards as directed by the Department of Highways and Traffic.
- f. Provide cross access easement or other appropriate legal instruments or agreement guaranteeing permanent access from this site to adjacent properties as directed by the Departments of Planning and Highways and Traffic.

Roadway Improvements and Sidewalks

- g. Conform to the requirements of the Missouri Highway and Transportation Department regarding Gravois Road (Route 30) in this area.
- h. Provide a sidewalk adjacent to Gravois Road.
- Modify the existing traffic signal facilities at the intersection of Gravois Road and Weber Road in accordance with the requirements of the Missouri Highway and Transportation Department and the Department of Highways and Traffic.
- j. All existing driveway approaches along the Gravois Road and Weber Road frontages not approved by St. Louis County for continued use on the site plan shall be eliminated and the right-of-way regraded and restored to surrounding conditions or improved as required.
- k. Provide and install directional signs for one-way driveways as directed by the Department of Highways and Traffic.

Landscape Requirements

 Either as part of the development plan or on a separate drawing to be reviewed as part of said plan, the developer shall submit a landscape plan to comply with the following:

BOOK B297 PAGE 1375

The Development of

P.C. 249-87 Bank of South County Attachment C: Page Three of Five

- (1) All new deciduous trees shall he a minimum of two and one-half (2 1/2) inches in caliper, except the Department of Planning may approve ornamental trees of a minimum of ore and one-half (1 1/2) inches in caliper. All new evergeen trees shall be a minimum of four (4) feet in height. All new shrubs shall be a minimum of eighteen (18) inches in diameter.
- (2) Building and paved area setbacks shall contain adequate landscaping and sight-proof fencing as approved by the Planning Commission on the Site Development Plan.

Signs

- m. Signs shall be permitted in accord with the regulations of Section 1003.168 of the St. Louis County Zoning Ordinance pertaining to the "G-2" Shopping District.
- n. No advertising signs shall be permitted in this development.

Lighting Requirements

c. The location of all lighting standards shall be as approved by the Planning Commission on the Site Development Plan. No or-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties or public roadways.

Miscellaneous

- p. All exterior trash areas shall be enclosed with a lix (6) foot high sight-proof fence.
- Farking, circulation, and other applicable site design features shall comply with Chapter 1101, Section 512.4 "Physically Handicapped and Aged" of the S.L.C.R.O. 1974, es amended.
- r. All rooftop mechanical ecuipment on buildings shall be adequately screened by roofing or other screening as approved by the Planning Commission.
- s. Drive through lanes shall be located and designed to provide adequate stacking room for vehicles entering from Gravois Road.
- VERIFICATION PRIOR TO SITE DEVELOPMENT PLAN APPROVAL

Prior to the approval of the Site Development Plan the petitioner shall:

Storewater

a. Submit to the Planning Commission a preliminary engineering plan approved by the Department of Highways and Traffic showing that adequate handling of the stormwater drainage of the site is provided.

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P.C. 249-87 Bank of South County Attachment C Page Four of Five

- The developer is required to provide adequate stormwater systems in accordance with St. Louis County Standards.
- (2) Ail stormwater shall be discharged at an adequate natural discharge point.

Road Improvements and Curb Cuts

b. Provide verification of approval by the Missouri Highway and Transportation Department and the St. Louis County Department of Highways and Traffic of the location of proposed curb cuts, areas of new dedication, and roadway improvements.

6. RECORDING

Prior to issuance of a building permit or permit authorizing the use of the property, a copy of the conditions and legal description of this permit shall be recorded with the St. Louis County Recorder of Deeds.

7. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to approval of the Site Development Plan and prior to the issuance of any building permit, the developer shall provide the following:

Landscape Bonds or Escrows

a. If the astimated cost of new landscaping indicated on the Site Development Plan as required by the Planning Commission exceeds an estimated cost of one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.

Notification to the Department of Public Works

- b. Prior to the issuance of foundation or building permits, all approvals from the Department of Planning, the Department of Highways and Traffic, the Metropolitan St. Louis Sewer District and the Missouri Highway and Transportation Department must be received by the Department of Public Works.
- 8. VERIFICATION PRIOR TO OCCUPANCY PERMITS

Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit.

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P.C. 249-87 Bank of South County Attachment C Page Five of Five

9. GENERAL DEVELOPMENT CONDITIONS

- a. Adequate temperary off-street parking for construction employees shall be provided. Parking on non-surfaced areas should be prohibited in order to eliminate the condition whereay mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- b. A grading permit is required prior to any grading on the site. No change in watershed and be permitted.
- Interim stormwater dra mage control in the form of siltation control
 measures are required.
- d. Additional lanes and/or widening, pavement thickness, drainage facilities, granular base, traffic control devices and other improvements may be required to accompdate heavy traffic volumes, unsuitable soil conditions, steep grades, or other conditions not apparent at this time.
- e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses shall be utilized to retard erosion.
- f. The Zoning Enforcement Officer of St. Louis County, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the Planning Commission.

BANK 8297 PAGE 1378

Section Courses New Yorks and the

Petitioner's Name Pe Rank of South County

Cor No. 25J311711
Perition No. ZA9-87

9100 Gravois, St. Louis, Missouri 63123

Sheat / of

Supplement to Item I

DESCRIPTION OF PROPERTY

The Metes and Bounds description is to be typed SINGLE SPACE WITHIN THE GUIDE LINES BELOW. CLOSE LEGAL DESCRIPTION WITH ACREAGE TO THE NEAREST TENTH OF AN ACRE. If more space is needed use additional sheets.

A tract of land being part of Block 4 and part of a 20 foot wide park in "GRAVOIS CARDENS", a subdivision recorded in Plat Book 34 Page 69 of the St. Louis County Records, Township 44 North, Range 6 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Northernmost corner of Lot 1 in Block 3 of the aforesaid "GRAVOIS GARDENS", which point is also the Westernmost corner of a 20 foot wide strip of land designated as Park on said subdivision plat: thence along the South line of Gravois Road, 80 feet wide, North 69°50' East 203.68 feet to a point in the Southwest line of Weber Road as widened by Deed Book 6641 Page 2189: thince along the Southwest line of Weber Road as widened and its Southeasterly prolongation South 88°58'26" East 8.62 feet and South 48°59' East 165.38 feet to a point in the South line of the aforesaid 20 foot wide strip of land designated as Park: thence along said South line of strip designated as Park and along the North line of Block 3 of "GRAVOIS GARDENS" the following: South 41°01' West 116.00 feet: North 78°28' West 141.07 feet and North 48°26' West 147.40 feet to the point of beginning. This description has been written from available record information and without benefit of field survey of the South line of the strip of land designated as Park. This description encloses 0.835 Acres more or less by calculation.

END OF DOCUMENT

900K 8297 PAGE 1 379

PERFANENT SIDEWALK, SENER AND UTILITY EASEMENT THIS INDENTURE made and entered into this 9TH day of NOVEMBER 19 92 between Bank of South County of the County of St Louis State of Missouri , party of the first part and ST. LOUIS COUNTY, MISSOURI, 7900 Forsyth Boulevard, Clayton, Missouri 63105, party of the second part. WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar and No/100 (\$1.00) and other valuable considerations paid by the said party of the second part, the receipt of which is hereby acknowledged, do es by these presents, grant unto the party of the second part a permanent easement to improve, construct, repair and maintain sidewalks, sewers and utilities in and upon the following described premises situated in the County of St. Louis, and State of Missouri, to wit: all the a part of this Indenture. TO HAVE AND TO HOLD said easement unto ST. LOUIS COUNTY, MISSOURI, and to its assigns and successors forever. However, where sidewalk is located adjacent to and abutting Missouri Highway and Transportation Department road rights-of-way, said party of the first part does hereby covenent to St. Louis County that said party of the first part, its heirs, successors and assigns, will maintain and repair the sidewalk in perpetuity, it being intended that this covenant shall run with the land. The part y of the first part does hereby covenant to ST. LOUIS lawfully seized and possessed of the real COUNTY, MISSOURI, that estate above described that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that shall forever warrant and defend the title thereto against the lawful claims of all persons whomsoever. IN WITNESS WHEREOF, the said party of the first part has executed these presents the day and year first above written. DANK Corporation ttest (SEAL) etare of missouri, David T. Styoecker, Pres.) SS. On this __ _ day of , 19_, hefore me personally appeared to me imown to be the person(s) described in and who executed the foregoing instrument, and admowledged that executed the same as free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the Obenty and State aforesaid, the day and year first above written. My term expires: Notary Public STATE OF MISSOURI COUNTY OF ST. LOUIS) SS. On this 9TH day of MOVEMBER before me appeared David T. Stroecker known, who, being by me duly sworn, did say to me personally that he is President of Bank of South County a Corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and saidbavid T. Stroecker admowledged said instrument to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and efficied my official seal in the County and State aforesaid, the day and wear first above written.

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ECOK9528 PAGE 1274

GWENDOLYN E NO PUBLIC

(Print name)

M. of Busk 4 of GRAUDIS GARDENS.

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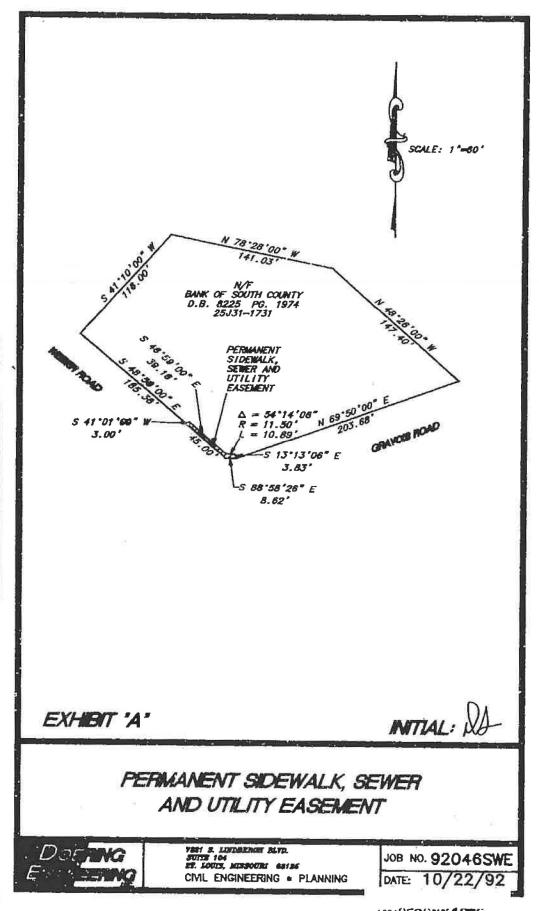
OCTOBER 5, 1995

County of the county of the state.

My Commission Expires Oct. 5, 1995

My term expires:

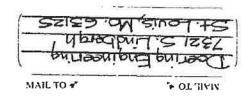
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TO REMOVE FLAP, TEAR ALONG PERFORATED LINE F







DANIEL T. O'LEARY RECORDER OF DEEDS ST. LOUIS COUNTY MISSOURI 41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver Director of Revenue

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

SHOWN ON THE 1st PAGE OF DOCUMENT NO. INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI) SS COUNTY OF ST.LOUIS! SS FILED FOR NECCRO

92 HOV 24 PH 12: 14

RECORDER OF DEEDS ST. LOUIS COUNTY, MO.

STATE OF MISSOURI) SS. COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

> Recorder of Deeds St. Louis County, Missouri Deputy Recorder

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RECORDING **FEES**

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DOCUMENT \$ STATE USER \$ 4.00 FAHF FUND \$ 3.00

Notation

Description: St Louis, MO Document - Book. Page 9528.1274 Page: 3 of 3.

Order: 7 Comment:

N. N. I.

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Destination Code

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TOTAL