

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered into as of July 19, 2016, by and between The Gregory G. Brinkman Trust (Trust No. 01776488000), ("Seller"), and Downtown Development Corporation of Peoria, an Illinois not-for-profit corporation, ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser desires to purchase real property, improvements, fixtures and appurtenances thereto belonging described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain real property (approximately 0.686 acres) located at 813-815 S.W. Washington Street, Peoria, Illinois, (PIN: 18-09-330-036 and 18-09-330-037), which real property is legally described on Exhibit A attached hereto and incorporated herein, together with all buildings, improvements, and fixtures located thereon and all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Real Property"). Seller shall convey merchantable title to the Real Property to Purchaser by trustee's deed, free and clear of all liens and encumbrances, and not subject to any easements, covenants, restrictions, dedications or rights of way, or other matters affecting title to the Real Property or use of the Real Property, except for (i) title objections and exceptions approved or waived by Purchaser in accordance with the provisions of Section 3.1 hereof and (ii) other matters approved in writing by Purchaser (the "Permitted Objections").

2. Purchase Price. The purchase price of the Real Property ("Purchase Price") shall be Two Hundred Sixty Thousand Dollars (\$260,000) to be paid by Purchaser to Seller at Closing, plus or minus credits and proration provided for herein, in cash or by certified, cashier's or escrowee check or bank wire transfer of collected federal funds.

2.1 Earnest Money and Escrow. Within five (5) business days after full execution of this Agreement, Purchaser shall deposit Five Thousand Dollars (\$5,000) in cash as earnest money in an interest bearing account with the Title Insurer, or other escrowee acceptable to Seller and Purchaser ("Escrowee"). The Escrowee shall hold and disburse such earnest money, together with interest thereon, in accordance with the terms and conditions of this Agreement. Such earnest money, together with interest thereon, is hereinafter referred to as the "Earnest Money".

Provided the transaction hereunder closes, the Earnest Money (including all interest thereon) shall be paid to, and credited against the Purchase Price due to, Seller at Closing.

3. Conditions Precedent. Purchaser's obligations under this Agreement shall be subject to the following conditions precedent being satisfied to the satisfaction of the Purchaser (or waived by Purchaser in writing):

3.1 Title Commitment and Policy. Seller, at Seller's sole cost and expense, shall have twenty (20) days from the date hereof to provide Purchaser with a title commitment ("Title Commitment") for an ALTA Form B Owner's Title Insurance Policy ("Title Policy"), including extended coverage, issued by Chicago Title Insurance Company ("Title Insurer"), covering the Real Property in the amount of the Purchase Price showing merchantable record title to the Real Property to be in Seller. At Closing, Seller shall cause the Title Insurer to issue the Title Policy to Purchaser (in accordance with the Title Commitment provided for in this Section 3.1), with all General Exceptions deleted or endorsed over (including without limitation possession, encroachments, overlaps, boundary line disputes, matters of survey, easements, mechanic liens and taxes or special assessments not shown as existing by the public records exceptions), subject only to the Permitted Objections.

3.1.1 Objections to Title of Record. Within thirty (30) days after Purchaser's receipt of the aforesaid Title Commitment and survey set forth in Section 3.2 below, Purchaser shall furnish to Seller written notification of any objections to or defects in title of record set forth in the Title Commitment. If Purchaser fails to give said notice within said thirty (30) day period, Purchaser shall be deemed to have accepted all matters then affecting title to the Real Property set forth in the Title Commitment. If Purchaser does give said notice, Purchaser shall be deemed to have accepted all matters set forth in the Title Commitment not set forth in the notice (provided Purchaser shall not be deemed to have waived any General Exceptions other than as specifically provided in this Section 3.1 hereof). After receipt of said notice, Seller shall have the right, at its election, to endeavor to cure such objections to or defects in title set forth therein and shall notify Purchaser of such election within five (5) days. If Seller does elect to endeavor to cure such objections to or defects in title, it shall promptly commence and diligently pursue efforts to cure such objections.

3.1.2 Failure to Cure Objections. In the event Seller fails to cure Purchaser's objections to or defects in title within twenty (20) days of receiving notice of such objections to or defects in title, or if Seller shall determine that its efforts to cure will not be successful, Purchaser may either (i) waive such title objections to or defects in title and proceed with closing hereunder or (ii) terminate this Agreement and obtain an immediate return of the Earnest Money. In the event of termination, the parties shall have no further rights or liabilities under this Agreement.

3.2 Survey. Purchaser, at Purchaser's sole cost and expense, may secure a current ALTA survey of the Real Property, certified by a professional surveyor licensed by the State of Illinois and certified to the Purchaser and the Title Insurer (and other parties designated by Purchaser) prepared in accordance with the standard for Land Title Surveys and the American Congress of Surveying and Mapping Class A survey, setting forth the legal description and street address of the Real Property and showing thereon all buildings and other improvements (including fences), the number of stories in such buildings, easements (visible or recorded), building lines, curb cuts, party walls (if any), parking, sewage, water, electricity, gas and other utility facilities (together with recording information concerning the documents creating any such easements and building lines), roads and other rights-of-way and means of physical and record ingress and egress to and from the Real Property by public roads (including the dimension of abutting streets) and the net (after deduction of land dedicated or used or subject to easements for roads, highways, fire lanes, utilities, storm drains or any other public purpose) and gross area of the land included in the Real Property, and spotting

improvements on adjoining property which are within five (5) feet of the property lines of the Real Property.

3.3 Inspection. During the sixty (60) day period commencing on the date hereof ("Inspection Period"), with prior notice to Seller, Purchaser, its employees, agents, representatives and independent contractors shall have the right to enter upon the Real Property at any reasonable time during normal business hours and make core drillings and all other tests or inspections of the Real Property (whether within or without the building or improvements) that they desire to make at Purchaser's sole cost and expense. If Purchaser determines that such Real Property (including ingress and egress) are not acceptable to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of the Earnest Money upon written notice to Seller at any time during the Inspection Period. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser does not so timely notify Seller, this condition shall be deemed waived.

3.4 Environmental Audit. During the Inspection Period, Purchaser shall be permitted to conduct an environmental audit of the Real Property. Purchaser or its engineer or other agents shall be permitted to enter the Real Property in accordance with the provisions of Section 3.3 hereof to conduct such samplings and tests of the surface, subsurface and improvements as Purchaser, in its discretion, determines to be necessary. If the result of such audit is not satisfactory to Purchaser in Purchaser's sole discretion, Purchaser shall have the right to terminate this Agreement and obtain immediate return of the Earnest Money upon written notice to Seller. In the event of such termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser does not so timely notify Seller, this condition shall be deemed waived.

3.5 Representations. The representations, covenants and warranties made by Seller under Section 5 hereof shall be true and correct as of the Closing Date.

If all of the conditions set forth in this Section 3 are not satisfied (or waived by Purchaser) on or before the Closing Date (or such other date as set forth in this Section 3), then Purchaser may terminate this Agreement and obtain an immediate return of the Earnest Money. In the event of such termination, the parties shall have no further rights or liability under this Agreement.

4. Closing. The purchase of the Real Property shall be consummated as follows:

4.1 Closing Date. The closing (the "Closing") shall be on the thirtieth (30th) day after the end of the Inspection Period, or such earlier date as may be agreed upon by Purchaser and Seller in advance (the "Closing Date"). The Closing shall be held at the offices of the title insurer.

4.2 Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

4.2.1 Deed. An executed trustee's deed to the Real Property (in the form required by Section 1 hereof) prepared by Purchaser and in a form reasonably acceptable to Seller.

4.2.2 Title Policy. The Title Policy provided for in Section 3.1 hereof.

4.2.3 Alta Statement. An executed Alta Statement in the form required by the Title Insurer.

4.2.4 Non-Foreign Affidavit. An executed Non-Foreign Affidavit as required by Section 1445 of the Internal Revenue Code.

- B. 4.2.5 Affidavit of Title. An Affidavit of Title in the form attached hereto as Exhibit
- 4.2.6 Seller's Certificate. Seller's certificate, dated the Closing Date, confirming that the representations, warranties and covenants of Seller set forth herein are true and correct and/or have been complied with as of the Closing Date.
- 4.2.7 Other Documents. Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser and the Title Insurer to fully effect and consummate the transactions contemplated hereby.
- 4.3 Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:
- 4.3.1 Purchase Price. The Purchase Price as set forth in Section 2 hereof, plus or minus credits and prorations provided for herein.
- 4.3.2 Alta Statement. An Alta Statement in the form required by the Title Insurer.
- 4.3.3 Other Documents. Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller and the Title Insurer to fully effect and consummate the transactions contemplated hereby.
- 4.4 Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:
- 4.4.1 Closing Statement. An agreed upon closing statement.
- 4.4.2 Transfer Tax Filings. Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.
- 4.5 Possession. Sole and exclusive possession of the Real Property shall be delivered to Purchaser on the Closing Date.
- 4.6 Property Taxes.
- 4.6.1 Payments by Seller. All installments of real property taxes on the Real Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.
- 4.6.2 Credits to Purchaser. Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Real Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

4.7 Closing Costs. Seller shall pay the following costs: Seller's attorney's fees, brokerage commissions set forth in Section 4.8 hereof, the insurance premium for the title policy issued pursuant to the commitment for title insurance required by Section 3.1 hereof, any transfer taxes or sales taxes and the cost of documentary stamps. Purchaser shall pay the following costs: Purchaser's attorney's fees, survey costs, and recording fees for recording the deed.

4.8 Brokerage Commissions. Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction except Jennifer Hamm of Keller Williams Premiere Realty, whose commission shall be paid by Seller at Closing. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction, except Tom Camper of D. Joseph Sons & Associates Real Estate Company, whose commission shall be paid by Seller's above broker at Closing. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any real estate broker claiming to have been engaged by the Indemnifying Party with regard to this transaction.

4.9 Special Assessments. Seller will pay any unpaid special assessments confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Real Property.

4.10 Utility Expenses. All utility expenses will be adjusted as of the Closing Date and Seller will pay any such expenses incurred or accrued with respect to the Real Property prior to the Closing Date.

4.11 Prorations. Rents under all leases of the Real Property (exclusive of delinquent rents, but including prepaid rents); security deposits; common area maintenance and other payments payable by tenants, for or in connection with such use of occupancy thereof; operating expenses; personal property taxes, if any; and all other items customarily prorated or adjusted on the conveyance of similar properties shall be prorated as of the Closing Date (on a per diem basis) (except to the extent such of the above mentioned items are paid by tenants).

5. Seller's Representations, Warranties and Covenants. In addition to all other representations, covenants and warranties by Seller herein, Seller hereby represents, covenants and warrants, as of the date hereof and as of the Closing Date, as follows:

5.1 Ownership. Seller is the sole owner of and has good and merchantable fee simple title to the Real Property and, as of the Closing Date, the Real Property will be free and clear of all liens, encumbrances, security interests, liabilities, easements, covenants, restrictions, dedications, rights-of-way, leases or judgments of any kind whatsoever, or other matters affecting title to the Real Property or use of the Real Property, except for the Permitted Objections.

5.2 Liens and Liabilities. Seller shall be responsible for all debts, liens, claims, contracts and liabilities in any way connected with the conduct of its operations on the Real Property, and Purchaser shall have no liability for Seller's operations conducted on the Real Property or otherwise or for any liabilities, known, unknown, contingent or otherwise, of Seller.

5.3 Rights in Real Property. There are no options, purchase contracts, or other agreements of any kind or nature, written or oral, whereunder or whereby any party could claim or assert any right, title or interest in the Real Property.

5.4 Mechanics Liens. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the improvement of the Real Property, and no such bills, claims or obligations are outstanding or unpaid.

5.5 Leases. No persons are in possession of the Real Property under any oral or written lease.

5.6 Encroachments. No improvements upon the Real Property encroach upon adjoining real estate, nor do any improvements upon adjoining real estate encroach upon the Real Property.

5.7 Notice of Litigation or Violation. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Real Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Real Property. Seller shall promptly notify Purchaser of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Real Property, and Seller has received no notice of any such violation issued by any governmental authority.

5.8 Hazardous Substances. To Seller's knowledge: (a) Seller has not: (i) conducted or authorized the storage, treatment, or disposal on the Real Property of any hazardous substances, (ii) handled, treated, stored, transported, released or disposed of any hazardous or toxic materials, substances, pollutants, contaminants or wastes on the Real Property, (iii) allowed the migration of any hazardous substance from the Real Property onto any neighboring property, (iv) became aware of any pending or threatened litigation or proceedings before any court or any administrative agency in which any person or entity alleges the release or threat of release, on or in the Real Property of any hazardous substance, (v) received actual or constructive knowledge that any governmental or quasi-governmental authority or agency (federal, state or local) or any employee or agent thereof has determined, or threatens to determine, that there is a release or threat of release on or in the Real Property of any hazardous substance. There have been no communications or agreement with any governmental or quasi-governmental authority or agency (federal, state or local) or any person or entity, including, but not limited to, any prior owners of the Real Property relating in any way to the release or threat of release, on or in any part of the Real Property of any hazardous substance. For purposes of this Agreement, "hazardous substance" shall mean any matter giving rise to liability under the Resource, Conservation, Recovery Act, 42 U.S.C. Section 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*, any state or local law regulating hazardous or toxic waste, asbestos, environmental protection, spill compensation, clean air and water, or under any common law theory based on nuisance or strict liability;

(b) There are no underground storage tanks located on the Real Property; and

(c) No polychlorinated biphenyls, asbestos or hazardous substances were stored, treated or disposed of on the Real Property, and that there currently are no polychlorinated biphenyls, asbestos or hazardous substances located on the Real Property.

5.19 Casualty Insurance. Until Closing, Seller shall, at its expense, keep the Real Property and the improvements thereon constantly insured with an insurance company acceptable to Purchaser against loss by fire and other casualties with extended coverage in the same amounts as currently carried by Seller as of the date hereof.

5.10 "AS IS" Purchase. The Real Property is being purchased "AS IS" hereunder.

5.11 Special Assessments. There are no special assessments against the Real Property and there are no proceedings for special assessments against the Real Property.

5.12 Due Organization and Authority. (a) Seller is duly organized and validly existing under the laws of the State of Illinois and is in good standing and qualified to do business in Illinois.

(b) Seller has all requisite power and authority and is fully authorized (pursuant to all necessary action) to enter into this Agreement and perform the obligations under this Agreement and to carry out the transactions contemplated hereby. Neither the execution or delivery of this Agreement nor the consummation of the transactions provided for herein or the fulfillment of the terms and conditions hereof shall result in a breach of any terms, conditions or provisions or constitute a default under, with or without giving notice or lapse of time or both, or conflict with any provision of law or of Seller's trust documents or of any other agreement, indenture or instrument to which Seller is a party or by which it is bound.

6. Default. If Seller wrongfully refuses to close the sale of the Real Property to Purchaser or is unable to close the sale of the Real Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement and return of the Earnest Money; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder. If Purchaser wrongfully refuses to close the purchase of the Real Property and pay the Purchase Price to Seller, the same shall constitute a breach of this Agreement and Seller shall be entitled to retain the Earnest Money as liquidated damages and as its sole and exclusive remedy hereunder in lieu of any and all other remedies at law or in equity.

7. Assignment. Purchaser may assign its rights under this Agreement with prior written notice to Seller.

8. Casualty. If the buildings and improvements forming a part of the Real Property are damaged or destroyed by fire or other casualty from and after the date hereof and such damage cannot be repaired to the reasonable satisfaction of Purchaser within twenty (20) days thereafter as determined by Purchaser after consultation with Seller, Purchaser shall have the right to either (i) accept the damaged Property without abatement of the Purchase Price or (ii) declare this Agreement null and void. If Purchaser accepts the Property, any insurance or other settlement proceeds collected by Seller (less all reasonable costs and expenses, including without limitation, attorney's fees, expenses and court costs, incurred by Seller to collect such proceeds), shall be credited to Purchaser on account of the Purchase Price. If Purchaser declares this Agreement null and void, the Earnest Money shall be returned to Purchaser and the parties shall have no further rights or liabilities under this Agreement. If it is determined that the damage to the buildings and improvements forming a part of the Real Property can be repaired as aforesaid within said twenty (20) day period, Seller shall promptly commence and diligently proceed with the completion of such repairs (it being recognized that Seller shall be entitled to collect for its own account and use in such work any and all insurance or other settlement proceeds). If such work cannot be completed by the Closing Date anticipated hereunder, then the Closing Date shall be extended by the parties hereto by the number of days required for Seller to complete such work.

9. Condemnation. If any portion or portions of the Real Property shall be taken by condemnation or any other proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void and obtain an immediate return of the Earnest Money upon fifteen (15) days' written notice to Seller. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its

election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys fees, expenses and court costs incurred by Seller to collect such awards).

10. Miscellaneous. It is further understood and agreed as follows:

10.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

10.2 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

10.3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

10.4 Time. Time is of the essence of this Agreement.

10.5 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

10.6 Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

10.7 Integrated Agreement. This Agreement constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Real Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

10.8 Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

10.9 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

If to the Seller:

The Gregory G. Brinkman Trust
c/o Wendy S. Campbell-Scherer, as Trustee
3223 N. Prospect Rd.
Peoria IL 61603

With a copy to:

Keller Williams Premium Realty
c/o Jennifer Hamm
2426 Cornerstone Ct.
Peoria, IL 61614

If to the Purchaser:

Downtown Development Corporation of Peoria
Attn.: Michael J. Freilinger
820 SW Adams Street, Ste. A
Peoria, IL 61602

With a copy to:

John S. Elias, Esq.
Elias, Meginness & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, Illinois 61602
Facsimile: 309-637-8514

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by fax; (c) on the date of confirmed delivery by messenger or courier service; and (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

10.10 Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived.

10.11 Discrepancy in Description. If the description of the Real Property on Exhibit A attached hereto does not correctly describe the Real Property to be purchased hereunder, as legally described in the survey to be secured by Purchaser hereunder, the description of the Real Property on Exhibit A shall be modified to correctly describe the same in accordance with the survey.

10.12 Trustee Exculpation. It is expressly understood by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be representations, covenants, undertakings and agreements of the Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust property, and this contract is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee on account of this document or on account of any representation, covenant, undertaking or agreement of the said Trustee in this contract contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, as of the day and year first above written.

SELLER:

The Gregory G. Brinkman Trust

By: *Wendy S. Campbell-Scherer*

Print Name: Wendy S. Campbell-Scherer

Title: Trustee

PURCHASER:

Downtown Development Corporation of Peoria

By: *Michael J. Freilinger*

Print Name: Michael J. Freilinger

Title: President

[Agreement for Purchase and Sale of Real Property]

EXHIBIT A

Real Property

Legal Description
(0.686 ACRES ± PER SURVEY)

PART OF LOTS 7, 8, & 9 IN BLOCK 77 IN BALLANCE'S ADDITION TO THE CITY OF PEORIA, BEING IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 8 NORTH, RANGE 8 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 45°-16'-19" WEST (BEARINGS ASSUMED FOR THE PURPOSE OF DESCRIPTION ONLY) ALONG THE SOUTHWEST LINE OF SAID LOT 7, A DISTANCE OF 166.00 FEET TO A POINT BEING 15.00 FEET SOUTHEASTERLY OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE NORTH 44°-53'-00" EAST, PARALLEL WITH AND 15 FEET NORMAL DISTANT SOUTHEASTERLY OF THE NORTHWEST LINE OF SAID LOTS 7, 8, & 9, A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTHEAST LINE OF SAID LOT 9, SAID POINT BEING 15.00 FEET SOUTHEASTERLY OF THE NORTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 45°-16'-19" EAST ALONG THE NORTHEAST LINE OF SAID LOT 9, A DISTANCE OF 166.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE SOUTH 44°-53'-00" WEST ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET, A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.686 ACRE, MORE OR LESS, SITUATED IN PEORIA COUNTY AND STATE OF ILLINOIS.

[Per Alta/Survey of Consolidated Land Surveying, Inc., dated June 12, 2000]

P.I.N.: 18-09-330-036; and 18-09-330-037

Address: 813-815 S.W. Washington Street, Peoria, Illinois

EXHIBIT B

STATE OF ILLINOIS)
) SS
COUNTY OF PEORIA)

AFFIDAVIT OF SELLER

The undersigned, Gregory Brinkman Trust (hereinafter collectively referred to as the "Seller"), do hereby depose and say as follows:

1. The Seller owns certain real estate (the "Property"), which is legally described on Exhibit A attached hereto and is commonly known as 813 + 815 SIV WASHINGTON Peoria, Illinois.

2. This Affidavit is made by the Seller in connection with the sale of the Property to Downtown Development Corporation of Peoria (hereinafter referred to as "Purchaser"), and is given to induce the Purchaser to make or complete the purchase of the Property.

3. No labor, services or materials have been furnished or delivered to the Property or used for improvements or repairs thereof at any time within the past four (4) months that have not been fully and completely paid for and the Seller has no debts, outstanding contracts or liabilities which could give rise to or result in a lien or claim of lien against the Property under the Illinois Mechanics' Lien Act.

4. All fixtures now located in or upon the Property are fully paid for and are not subject to any conditional sales contracts, chattel mortgages, or other security interests.

5. No persons are in possession of the Property except the Seller and there are no leases, oral or written, or other arrangements concerning the Property under which any person other than the Seller has any possessory rights in the Property.

6. To the knowledge of the Seller, there are no driveway agreements, overlaps, boundary lines in dispute or unrecorded easements in regards to the Property nor are there any improvements upon the Property which encroach upon adjoining properties nor are there any improvements from adjoining properties which encroach upon the Property.

7. To the knowledge of the Seller, the Property is not subject to any taxes or special assessments other than those shown as existing liens by the public records.

8. To the knowledge of the Seller, there are no presently existing violations of any restrictions or easements of record affecting the Property.

9. There is no outstanding contract, unrecorded deed, mortgage, or other conveyance affecting the Property executed by the Seller or to the knowledge of the Seller.

10. Neither the Seller nor Seller's agent has received any notice from any city, village, or other governmental authority of any violation of any applicable dwelling or building code, or any other law or regulation.

11. To the knowledge of the Seller, the current use of the Property is permitted under the existing zoning laws.

12. There are no matters known to Seller as would otherwise affect the current assessed valuation of the Property nor any exemptions (homestead or otherwise) which affect the assessed valuation or the present tax proration made in connection with the sale of the Property.

13. There are no unpaid assessments levied by any homeowners', condominium or similar association with jurisdiction over the Property.

Dated: July 19, 2016

Wendy L Campbell - Scherer
Seller Trustee

Subscribed and sworn to before me this 19 day of July, 2016

Aaron W. Freitag
Notary Public

My Commission Expires: 2/27/2019

