

QUITCLAIM DEED

The grantor, STATE OF ILLINOIS, DEPARTMENT OF MILITARY AFFAIRS, for and in consideration of the following covenant and in consideration of Fifty-one Thousand Five Hundred Dollars (\$51,500.00), the receipt of which is hereby acknowledged, and pursuant to authority given by the Illinois General Assembly and the Governor of Illinois, hereby conveys and quitclaims to the grantee, Philip Flaughner, all interest in the following described real estate (hereinafter referred to as the Decatur Armory) situated in Macon County in the State of Illinois, to wit:

Lots 15, 16 and the West 55 feet of Lot 17 in the resurvey of Block 6 of Reed and Company's Addition as per plat recorded in Book 22, Page 409 of the Recorder's Office of Macon County, Illinois.

The grantee, on behalf of himself and his heirs, successors, and assigns, hereby covenant to the Illinois State Historic Preservation Agency (SHPA) that they will at all times maintain and preserve the property as follows:

1. The grantees shall preserve and maintain the Decatur Armory in accordance with the recommended approaches in the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (National Park Service, 1990) in order to preserve and enhance those qualities that make the Woodstock Armory eligible for inclusion in the National Register of Historic Places.

2. No construction, alteration, remodeling or any other thing shall be undertaken or permitted to be undertaken on the Decatur Armory which would affect the structural integrity or the

appearance or setting of the Decatur Armory without the express prior written permission of the SHPA signed by a fully authorized representative thereof.

3. The SHPA shall be permitted at all reasonable times to inspect the Decatur Armory in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPA may, following reasonable notice to the grantees, institute suit to enjoin said violation or to require the restoration of the Decatur Armory. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

5. The covenant herein contained shall be a binding servitude upon the Decatur Armory and shall be deemed to run with the land. This covenant is binding on the grantees and their respective heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the grantees verbatim or by express reference in any deed or other legal instrument by which the grantee divests himself of either the fee simple title or any other lesser estate in the Decatur Armory.

6. The failure of the SHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy of the use of such right or remedy at any other time.

Dated this 28 day of DECEMBER, 1993.

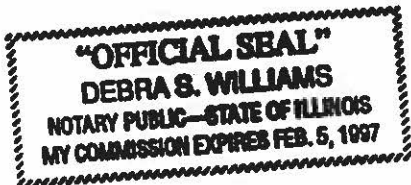
DEPARTMENT OF MILITARY AFFAIRS

By *Donald W. Lynn*
Donald W. Lynn
Major General
The Adjutant General

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Donald W. Lynn, to me personally known as the Adjutant General, Department of Military Affairs, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as the voluntary act of the Department of Military Affairs, for the uses and purposes therein set forth and that he is duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal thereto this 28 day of DECEMBER, 1993.



Debra S. Williams
Notary Public

This transfer is exempt under the provisions of Paragraph (b), Section 4, of the Real Estate Transfer Tax Act.

Wayne S. Carlson
Wayne S. Carlson, Lt Col, ILANG
Staff Judge Advocate