

QUITCLAIM DEED

The grantor, STATE OF ILLINOIS, DEPARTMENT OF MILITARY AFFAIRS, for and in consideration of Five Thousand Six Dollars (\$5,006.00), 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, FIRST OF AMERICA TRUST COMPANY as Trustee under Trust # 5368, all interest in the following described real estate (hereinafter referred to as the Kankakee Armory) situated in Kankakee County in the State of Illinois, to wit:

Lots 7 and 10; the South Half of Lot 6; and the South 8 feet of the North Half of Lot 6, Block 13, all of which is situated in the City of Kankakee, Kankakee County, Illinois.

The grantee hereby covenants on behalf of itself, the trust beneficiaries, and their heirs, successors, and assigns to the Illinois State Historic Preservation Agency (SHPA) at all times to maintain and preserve the property as follows:

1. All repairs, maintenance, redesigns, or improvements to the Kankakee Armory shall be done 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 Kankakee 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 Kankakee Armory which would affect the structural integrity or the appearance of the Kankakee Armory without the express prior written permission of the SHPA signed by a fully authorized representative thereof. The SHPA shall review and comment on all undertakings on the Kankakee Armory within thirty (30) days of receipt of complete project documentation.

3. The SHPA shall be permitted at all reasonable times to inspect the Kankakee 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 grantee, institute suit to enjoin said violation or to require the restoration of the Kankakee 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 Kankakee Armory and shall be deemed to run with the land. This covenant is binding on the grantee, the trust beneficiaries, and their heirs, successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other

lesser estate in the Kankakee Armory or any part thereof.

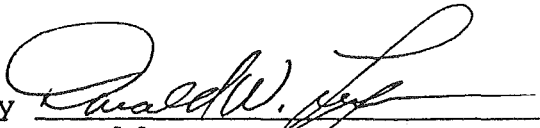
6. The failure of the SHPA to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.

7. The masonry "Eagle" located on top of the Kankakee Armory shall revert to the grantor if the Kankakee Armory is ever razed, or if the Kankakee Armory is altered or remodeled such that the masonry "Eagle" is moved from its present location.

8. The grantee, the trust beneficiaries, and their heirs, successors, and assigns shall be entitled to the full rights and benefits afforded owners of historically designated property, including the eligibility for grants and property tax freezes and other benefits that exist now or are developed in the future, if eligible for and in accordance with the provisions of applicable state or federal laws, rules, and regulations.

Dated this 18th day of February, 1992.

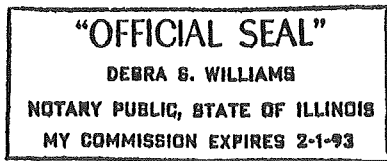
DEPARTMENT OF MILITARY AFFAIRS

By   
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 18th day of February, 1992.



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