

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2638

AN ORDINANCE TO AUTHORIZE A REAL ESTATE SALES CONTRACT FOR THE CITY OF COLUMBIA, ILLINOIS TO PURCHASE FROM WINNIFRED B. D. FIEGE, BY WILMA MEHRTENS, HER ATTORNEY IN FACT AND AGENT, REAL ESTATE HAVING THE ASSIGNED ADDRESS OF 140 SOUTH MAIN STREET, COLUMBIA, ILLINOIS TO BE USED OWNED, MAINTAINED, OPERATED AND PRESERVED AS A HISTORIC PUBLIC BUILDING IN THE CITY BY THE CITY

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 17th day of March, 2008**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 18th day
of March, 2008.**

ORDINANCE NO. 2638

MAR 17 2008

AN ORDINANCE TO AUTHORIZE A REAL ESTATE SALES CONTRACT FOR THE CITY OF COLUMBIA, ILLINOIS TO PURCHASE FROM WINNIFRED B. D. FIEGE, BY WILMA MEHRTENS, HER ATTORNEY IN FACT AND AGENT, REAL ESTATE HAVING THE ASSIGNED ADDRESS OF 140 SOUTH MAIN STREET, COLUMBIA, ILLINOIS TO BE USED OWNED, MAINTAINED, OPERATED, RESTORED AND PRESERVED AS A HISTORIC PUBLIC BUILDING IN THE CITY BY THE CITY


City Clerk

WHEREAS, Winnifred B. D. Fiege is the owner of improved real estate at 140 South Main Street, Columbia, Illinois, which is improved by an old and historically significant brick dwelling house and wooden storage shed or garage (the "Fiege Property") which she, by and through her agent and attorney in fact, Wilma Mehrtens, is willing to sell to the City of Columbia, Illinois, (the "City"), for the purposes of the City owning, maintaining, operating, preserving and restoring the property in perpetuity as and for a City Historic Public Building, for a purchase price of One Hundred Sixty-Five Thousand Dollars (\$165,000.00);

WHEREAS, with the City's purchase of the Fiege Property, Winnifred B. D. Fiege is also willing to sell antique furnishings located in the dwelling house on the Fiege Property to the City, to be preserved and used for historical preservation uses and purposes, which can be displayed with the dwelling house on the premises, for a price of Twenty Three Thousand Seven Hundred Eighty Dollars (\$23,780.00);

WHEREAS, the City Council of the City has found and determined and does hereby declare that it is necessary and appropriate that the City purchase the subject Fiege Property and antiques for the total sum of One Hundred Eighty-Eight Thousand Seven Hundred Eighty Dollars (\$188,780.00), and for other good and valuable consideration set forth in the Real Estate Sales Contract which is approved by this Ordinance; for the City to own, operate, preserve, and restore in perpetuity as an historically significant property in the City; and,

WHEREAS, it is necessary and appropriate that the City make and enter into a Real Estate Sales Contract with Wilma Mehrtens, as the Agent and attorney in fact for Winnifred B. D. Fiege, to purchase the Fiege Property and antiques.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois hereby authorizes the Mayor of said City to make and enter into a Real Estate Sales Contract to purchase the Fiege Property and antiques in the form attached hereto, which is hereby approved as to form; and, said City Council does hereby authorize and direct the Mayor to execute said Real Estate Sales Contract for and on behalf of the City in as many counterparts as the Mayor shall decide; and the said City Council does hereby authorize and direct the City Clerk to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form, as provided by law.

Alderman Unnerstall moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Agne, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Unnerstall, Row, Hejna, Oberkfell, Stumpf and

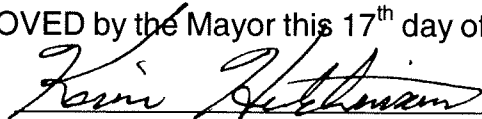
Mayor Hutchinson voted yea.

NAYS: None.

ABSENT: None.

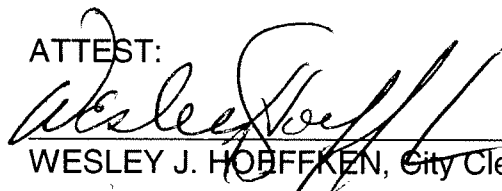
ABSTAIN: None.

PASSED by the City Council and APPROVED by the Mayor this 17th day of March, 2008.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, Wesley J. Hoeffken, certify that I am the duly elected and acting Municipal Clerk of the City of Columbia, Illinois.

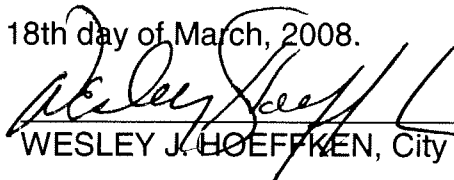
I further certify that on the 17th day of March, 2008, the Corporate Authorities of the City of Columbia, Illinois passed and approved Ordinance No.2638, entitled:

“AN ORDINANCE TO AUTHORIZE A REAL ESTATE SALES CONTRACT FOR THE CITY OF COLUMBIA, ILLINOIS TO PURCHASE FROM WINNIFRED B. D. FIEGE, BY WILMA MEHRTENS, HER ATTORNEY IN FACT AND AGENT, REAL ESTATE HAVING THE ASSIGNED ADDRESS OF 140 SOUTH MAIN STREET, COLUMBIA, ILLINOIS TO BE USED OWNED, MAINTAINED, OPERATED, RESTORED AND PRESERVED AS A HISTORIC PUBLIC BUILDING IN THE CITY BY THE CITY”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2638, including the ordinance and a cover sheet thereof, was prepared and a copy of such ordinance will be posted in the Columbia City Hall, commencing on the 18th day of March, 2008 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also available for public inspection upon request at the office of the City Clerk.

DATED at Columbia, Illinois this 18th day of March, 2008.


WESLEY J. HOEFFKEN, City Clerk

(SEAL)

REAL ESTATE SALES CONTRACT

THIS AGREEMENT is made this ____ day of February, 2008, between WILMA MEHRTENS, now residing at 1346 North Glenwood Street, City of Columbia, Monroe County, Illinois 62236, not individually but as the attorney in fact for WINNIFRED FIEGE, SELLER, (hereinafter referred to as "SELLER" or "Fiege") and the CITY OF COLUMBIA, ILLINOIS, a Municipal corporation and body both corporate and politic created and existing under the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, PURCHASER, (hereinafter referred to as "PURCHASER" or the "City"), WITNESSETH:

(1) **Sale.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, having the assigned address of 140 South Main Street, Columbia, Illinois 62236, more particularly described in Exhibit "A", which is attached hereto and by reference made part hereof (hereinafter referred to as the "Fiege Property") and agrees to purchase the antique personal property items more particularly described on Exhibit "B", which is attached hereto and by reference made part hereof (hereinafter referred to as the "Fiege Antiques").

The Fiege Property shall be subject to the "General Exceptions" in the title insurances commitment and the encumbrances referred to in the Title Insurance Exceptions and Encumbrances described in Schedule "B" of the title insurance commitment issued by Mon-Clair Title Company, which is attached hereto as Exhibit "C" and by reference made part hereof, which do not affect the merchantability of the title to the property and to which the SELLER (or the SELLER'S attorney) has not received written objection to from the PURCHASER (or the PURCHASER'S attorney) within fifteen (15) days of the date of this agreement. In the event there are merchantability of title objections made by the PURCHASER, within the time aforesaid, the same shall be cured prior to closing of the sale by SELLER (or the title insurance company that is serving as the escrow agent for the parties for the closing of the sale may use the sales proceeds deposited with said escrow agent by PURCHASER for the sale closing to eliminate the encumbrances or other exceptions required to be cure for the closing). If the objected to title encumbrances or defects cannot be cure before the scheduled sale closing date the PURCHASER shall have the right to rescind this sales agreement and thereby be under no further obligation to purchase the property. Alternatively, the sale may proceed with such adjustments in the purchase price or other terms of the sale as in mutually agreeable to the parties.

Notwithstanding anything herein contained to the contrary, the SELLER shall be under no obligation to sell to the City the Fiege Antiques unless the City purchases the Fiege Property.

(2) **Purchase Price and Method of Payment.** The purchase price of the Fiege Property is One Hundred Sixty Five Thousand Dollars (\$165,000.00) and the purchase price of the Fiege Antiques is Twenty Three Thousand Seven Hundred and Eighty Dollars (\$23,780.00) for a total purchase price for the property and antiques of One Hundred and Eighty Eight Thousand Seven Hundred and Eighty Dollars (\$188,780.00) all of which shall be due and payable at the time of the closing of the sale, less prorations and adjustments for closing costs payable by SELLER at the closing of the sale.

(3) **Title Insurance.** SELLER has furnished to PURCHASER the Exhibit "C" title insurance commitment and shall furnish to PURCHASER an owner policy of title insurance insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in SELLER'S title in the above-described premises, on date of closing of sale, subject to the above-described exceptions or exclusions that do not effect the merchantability of the SELLER'S title. The title insurance shall be issued by Mon-Clair Title Company and the SELLER shall pay for the title insurance commitment and owner policy and PURCHASER shall pay for the later date search.

(4) **Taxes and Assessments.** The SELLER has paid the calendar year 2006 General Real Estate Taxes. The estimated calendar year 2007 and 2008 General Real Estate Taxes shall be prorated to date of closing of the sale and estimated based upon the last tax bill available or the estimate of the Taxing Authority and may be paid by SELLER deducting a sum equal to Fiege's share of said taxes from the balance of purchase money due and payable at closing. General Real Estate Taxes for calendar year 2007 and ensuing years are assumed and shall be paid by PURCHASER as same become due and payable in calendar year 2008 and thereafter.

(5) **Risk of Loss.** Risk of loss or damage to the premises by fire or other casualty between the date of this agreement and the date of closing shall be and is assumed by SELLER. SELLER shall maintain fire and extended casualty insurance on the dwelling and other improvements on the premises, and the antiques that are a subject of sale in this agreement, in a minimum sum equal to the purchase price involved herein, and shall pay the premiums thereon until closing hereunder. Such insurance shall be maintained with one or more qualified and rated insurance companies.

If after this contract is executed, the premises shall be destroyed or damaged by fire, windstorm, or other casualty, the PURCHASER shall have the option of canceling or enforcing the agreement on seven (7) days written notice to SELLER. If enforced, the PURCHASER shall have the obligation of restoration and shall be subrogated to all of the SELLER'S claims under SELLER'S insurance policy but SELLER shall thereby be entirely relieved from any cost or expense of restoration. If canceled, the contract shall be rendered null and void and of no further force and effect and each of the parties shall be relieved of any obligation for payment or performance to the other party.

(6) **Closing.** Closing shall take place at Mon-Clair Title Company, 101 East Mill Street, Waterloo, Illinois within sixty (60) days of the date hereof. At closing SELLER shall provide PURCHASER with a good and sufficient General Warranty Deed to the real estate premises and PURCHASER shall pay the balance of purchase money due and owing to SELLER, less prorations and adjustments for closing costs payable by SELLER.

(7) **Possession.** PURCHASER shall be entitled to the keys to the dwelling house and detached garage on the premises and to the sole and exclusive possession of the Fiege Property and

the Fiege Antiques that are a subject of sale in this agreement on date of closing following the closing of the sale.

(8) **Default by PURCHASER.** Time is of the essence of this contract. In the event PURCHASER fails to make the payment of the purchase money promptly when the same shall become due as herein specified, or promptly to perform any covenant or agreement herein contained, SELLER may elect to specifically enforce this agreement or to terminate this agreement and retain as liquidated damages any payments theretofore made hereunder by PURCHASER; provided that, if such payments are inadequate to compensate SELLER for damages sustained, SELLER may exercise her right to sue for damages for PURCHASER'S default. Service of all demands, notices or other papers with respect to such termination and retention of payments made may be made by registered mail at the address as set forth above, or such other address as PURCHASER may indicate in writing to SELLER. No waiver by SELLER of any default on the part of the PURCHASER shall be construed as a waiver of any subsequent default.

(9) **Default by SELLER.** If SELLER is unable to convey title in accordance with the terms of this contract, the amount paid on account of the purchase price and PURCHASER'S net costs, if any, of examining the title, shall be returned to PURCHASER on demand.

(10) **Assignment.** This agreement shall not be assignable by PURCHASER without the prior written consent of the SELLER.

(11) **Condition of Premises.** PURCHASER stipulates that a full inspection of the premises has been made and that SELLER and/or SELLER'S agents or authorized representatives, if any, shall not be held to any covenant respecting the condition of any improvements on the premises, or to any agreement for alterations, improvements, or repairs. THERE ARE NO WARRANTIES OF SELLER REGARDING THE FITNESS OR CONDITION OF SAID FIEGE PROPERTY OR THE IMPROVEMENTS THEREON OR THE FIEGE ANTIQUES, THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE RENOVATIONS, REPAIRS OR IMPROVEMENTS THERETO; AND, IT IS UNDERSTOOD AND AGREED THAT THE PURCHASER IS BUYING THE PROPERTY THAT IS THE SUBJECT OF THIS SALE, "AS IS", IN THE CONDITION SAID PROPERTY IS IN ON THE DATE HEREOF, NORMAL WEAR AND TEAR BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE OF CLOSING, EXCEPTED.

(12) **Waiver of Homestead.** SELLER expressly waives all rights under the Homestead Exemption Laws of the State of Illinois with respect to the real estate that is the subject of sale under this agreement.

(13) **Attorney's Fees and Costs.** In the event that there is a default under this agreement and it becomes necessary for any party hereto to employ the services of an attorney either to enforce or to terminate this agreement, with or without litigation, the losing party or parties to the controversy shall pay to the successful party or parties a reasonable attorney's fee and, in addition thereto, such reasonable costs and expenses as are incurred in enforcing or terminating this agreement.

(14) **Closing Costs.** SELLER shall be solely responsible and liable for the payment and discharge of the following closing costs in connection herewith, to wit:

(a) The attorney's fees due Jay M. Huetsch, attorney at law, of Adams and Huetsch, Attorneys-at-Law, for services rendered in connection with the preparation of this Sales Agreement and the attorney fees due said attorney for preparation of PURCHASER'S General Warranty Deed and Revenue Tax Declaration;

(b) The cost of the title insurance commitment (estimated \$150.00) and owner policy of title insurance (estimated \$480.00) to be issued by Mon-Clair Title Company;

(c) Courthouse copy costs related to title search;

(d) Estimated General Real Estate Taxes for tax year 2007 and 2008 pro-rated to the date of closing of the sale based upon the last real estate tax bill available or the estimate of the taxing authority; and,

(e) One-half (½) the escrow closing fee due Mon-Clair Title Company for closing of this sale (estimated \$150.00);

PURCHASER shall be solely responsible and liable for payment and discharge of the following closing costs in connection herewith, to wit:

(a) The attorney's fees due Tom D. Adams, Attorney at Law, of Adams and Huetsch, Attorneys-at-Law, for services rendered in connection with the preparation of this Sales Agreement;

(b) The title insurance company later date search fee (estimated \$50.00);

(c) The Mapping and Platting fee to be paid to the Monroe County, Illinois General Fund (estimated \$10.00);

(d) Cost to record PURCHASER'S deed (estimated \$33.00); and,

(e) One-half (½) the escrow closing fee due Mon-Clair Title Company for closing of this sale (estimated \$150.00).

(15) **Wood Infestation Report.** If required by the PURCHASER, prior to closing of the sale, at PURCHASER'S expense, the PURCHASER may obtain a written report from a pest control firm or inspector certifying to PURCHASER that the premises have been inspected for termite and other wood destroying insect infestation. If active infestation is found, either party shall have the right to rescind this agreement or, alternatively, the parties shall proceed with the sale with such modifications of the agreement as are mutually agreeable to the parties with regard to payment of expenses of treatment and/or repair of structural damage to the improvements on the premises caused by the infestation. If an inspection and report is required by the PURCHASER the SELLER will provide free access to the property for the pest control firm or inspector to perform the required inspection, on twenty-four (24) hours advanced notice to SELLER'S Guardian, and SELLER'S guardian shall cooperate in every reasonable way to accomplish the inspection.

(16) **Binding Effect.** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, assigns, devisees, legatees and successors of the respective parties.

(17) **Residential Real Property Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Residential Real Property Disclosure Report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(18) **Lead Based Paint and/or Lead Based Hazards Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Lead Based Paint and/or Lead Based Hazards Disclosure Report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(19) **Radon Hazard Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Disclosure of Information on Radon Hazards report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(20) **Compliance with Columbia Residential Property Maintenance Code.** The SELLER shall not be required to comply with Chapter 15.09 (RESIDENTIAL PROPERTY MAINTENANCE CODE) of the City of Columbia, Illinois Municipal Code or to pay any fees for property inspections or to make any repairs, replacements or improvements required by the City of Columbia, Illinois in order for the City to issue its Certificate of Dwelling, Maintenance and Occupancy Permit for the subject property. The PURCHASER agrees to purchase the Fiege Property without such permit or the entitlement to receive the same and assumes the risk of future compliance resulting in necessary repairs or replacements and renovations being required by the City Building Inspector.

(21) **Use Restriction.** After the title to the Fiege Property is conveyed to the City the City shall own, maintain, operate, preserve and restore the Fiege Property in perpetuity as and for a City Historic Public Building and its contribution to the heritage of the City of Columbia, Illinois. The Warranty Deed from the SELLER to the City, if required by SELLER, may contain a restrictive covenant dedicating the future ownership and use of the Property to that use and purpose in perpetuity.

In the event the City in the future shall fail or refuse to comply with the use restriction aforesaid, then and in that event an action may be instituted in the Monroe County, Illinois Circuit Court, by any citizen or civic or charitable organization of the City of Columbia, Illinois at the time of reference, to enforce the use restriction. The prevailing party in that action shall be entitled to recover their reasonable attorney fees and all costs incurred in filing and maintaining the action and the same may be made part of any judgment entered by the Court in the action. In the event the court would find in the action that the City willfully violated the use restriction the court shall be authorized and empowered, (but shall not be required to), transfer the ownership of the Fiege Property to Monroe County, Illinois or to another public agency or nonprofit tax-exempt organization that will be required in perpetuity to own, maintain, preserve and restore the Property for its intended use and purpose as required by the use restriction.

Notwithstanding anything herein to the contrary, the City shall have the right to transfer the ownership of the Fiege Property to another public agency or nonprofit tax-exempt organization that will be required to own, maintain, preserve and restore the Property for the use and purpose aforesaid should

the City find hereafter that the historical preservation of the Fiege Property can be better accomplished by that public agency or non-profit organization. In such event the agency or organization to which the Fiege Property ownership is transferred shall be subject to, bound by and obligated to comply with and perform the obligations created by the use restriction contained herein to the same extent and with the same force and effect as the City was required to do.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth above.

SELLER, Winnifred Fiege

By: _____
WILMA MEHRTENS, her Attorney in Fact

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that WILMA MEHRTENS, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, not individually but as Attorney in Fact for Winnifred Fiege, the SELLER, appeared before me, in person, this date, and acknowledged that she executed and delivered the above and foregoing document as her free and voluntary act and deed and as the free and voluntary act and deed of the Estate of Winnifred Fiege, the adult disabled person, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this _____ day of February, 2008.

Notary Public

PURCHASER, The City of Columbia, Illinois, a Municipal corporation and body both corporate and politic of the State of Illinois:

BY: _____
KEVIN B. HUTCHINSON, Mayor

ATTEST:

WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Illinois and known to me to be the same persons whose names are subscribed to the above and foregoing document for and on behalf of the PURCHASER, appeared before me, in person, this date, and acknowledged that they executed the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth, pursuant to authority granted by the enactment of an enabling ordinance by the city council of said city.

Given under my hand and Notary Seal this _____ day of February, 2008.

Notary Public

ADDRESS OF PROPERTY:
140 South Main Street
Columbia, Illinois 62236

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P.O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185

EXHIBIT "A"

Legal Description

Lot 18 of the Original Town, now City of Columbia, Monroe County, Illinois as shown on page 28 of Surveyor's Official Plat Record "A" (Town Lots) of Monroe County, Illinois records.

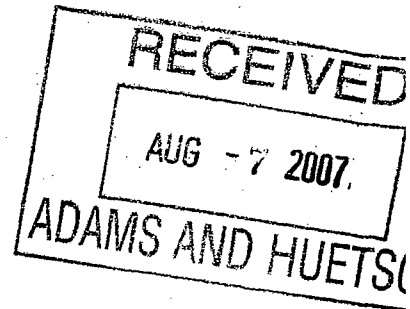
Subject to easements and restrictions of record.

P.P. #: 04-15-368-026

EXHIBIT "B"

"FIEGE ANTIQUES"

Asselmeier & May Auctions
P.O. Box 1198
Columbia, IL 62236
(618) 210-7574 or (618) 281-3988
amantiqueauctions.com



July 11, 2007

Wilma Mehrtens
1346 N. Glenwood Drive
Columbia, IL 62236

Re: Appraisal of Antiques of Winnifred Fiege residence on Main St. In Columbia

To whom it may concern:

Acting at the request of Adams and Huetsch, Attorneys at Law, we have inspected the antique furniture at the above referenced property for the purpose of estimating its true market value, taking into consideration the quality, condition, functionality, rarity, and, but not limited to the current marketability of each item.

Paul Asselmeier is an experienced antique dealer, collector and researcher for approximately 50 years. He was an auctioneer of fine antiques for 25 years until his recent retirement. Currently he is involved in the surge of antique sales in the world wide internet market.

Sally A. May is a licensed auctioneer in the state of Illinois, specializing in the sale of fine antiques, collectables & complete estates. Sally has been an auctioneer for 24 years. Asselmeier & May Auctions has sold hundreds of thousands of antiques over the years and have set record prices realized on a variety items.

The values expressed are estimates based on the appraiser's best judgment and opinion and are not a representation or warranty that the items will realize if offered for sale.

We, the Undersigned, Paul W. Asselmeier & Sally A. May of Asselmeier & May Auctions, have inspected the items listed and hereby give the following appraisal to be true and accurate to the best of our ability based on today's market.

Paul W. Asselmeier 7/21/07 Sally A. May 7/21/07
Paul W. Asselmeier Date Sally A. May Date

Asselmeier & May Auctions
P.O. Box 1198
Columbia, IL 62236
(618) 210-7574 or (618) 281-3988
amantiqueauctions.com

FOYER

| | |
|------------------------------------|---------|
| Oak Knock Down Wardrobe with Crown | \$1,200 |
| Small Painted Washstand | \$ 80 |
| Set of 4 Bow Back Chairs | \$ 100 |
| Arrow Back Chair | \$ 40 |

LIVING ROOM

| | |
|--|--------|
| Three Drawer Walnut Eastlake Washstand | \$ 150 |
| Birch Spindle Back Arm Rocker | \$ 125 |
| Oak Washstand with Door & 3 Drawers | \$ 125 |
| Small Washstand with Gallery | \$ 100 |

CENTER HALLWAY

| | |
|--|--------|
| Victorian Wall Mirror | \$ 100 |
| Victorian Walnut 2 Drawer Sewing Table | \$ 200 |

PARLOR

| | |
|---|---------|
| Walnut Eastlake Marble Top Pier Mirror | \$1,200 |
| Walnut Eastlake Marble Top Parlor Table | \$ 350 |
| Walnut Eastlake Shaped Top Parlor Table | \$ 200 |
| Walnut Oval Victorian Parlor Table | \$ 250 |
| Walnut Eastlake Davenport Desk | \$ 750 |
| Walnut Spool Corner What Not Shelf | \$ 100 |
| Mahogany Piano, 1854 Gabler N.Y. with Bench | \$ 175 |
| Mahogany Organ Stool | \$ 75 |
| Walnut Victorian Sofa (Needs Upholstery) | \$ 175 |
| Seth Thomas Walnut Eastlake Mantle Clock | \$ 150 |
| Gilbert Mantle Clock | \$ 125 |

BEDROOM

| | |
|---|---------|
| Eastlake High Back Bed, Matching Marble Top Dresser, & Washstand (No Backsplash) | \$1,250 |
| Walnut Gateleg Drop Leaf Table | \$ 325 |
| Oak Veneered Arm Rocker with Leather Back | \$ 125 |
| Walnut Solid Side Wardrobe with Cornice | \$ 800 |
| Small Oak Splay Leg Plant Stand | \$ 75 |

DINING ROOM

| | |
|--|---------|
| Oak Mirrored Back Sideboard (No Crown Above Mirror) | \$ 300 |
| Oak 5 Legged Extension Table with 2 Leaves | \$ 400 |
| Walnut Step Back Cupboard with Glass Doors (No Cornice) | \$1,200 |
| Mahogany Upright Standing Victor Victrola Record Player With Old 78 Records | \$ 300 |
| Chauncy Jerome Steeple Clock with Alarm | \$ 175 |

KITCHEN

| | |
|--|---------|
| Round Walnut Kitchen Table | \$ 225 |
| Cherry One Piece Cupboard with Glass Doors, Painted White | \$1,500 |
| Set of 5 Oak Chairs (Some in Other Rooms) | \$ 225 |

CENTER BACK ROOM

| | |
|---|---------|
| Oak 2 Piece Dry Sink with Meal Bin & Cupboard Top | \$1,375 |
| White Painted One Drawer Work Table | \$ 75 |
| Primitive 4 Legged Stool | \$ 25 |
| Singer Treadle Sewing Machine | \$ 50 |

BACK BEDROOM

| | |
|--|--------|
| Walnut Solid Side Wardrobe with Cornice | \$ 700 |
| Walnut Victorian Deck Top Wishbone Dresser | \$ 300 |
| Poplar Kitchen Pie Cupboard | \$ 300 |
| Oak Arm Rocker with Leather Back | \$ 125 |
| Primitive Bucket Bench | \$ 50 |

UPSTAIRS SOUTH BEDROOM

| | |
|--|--------|
| East Lake Bed (No Crown) | \$ 125 |
| Oak Serpentine Front Dresser | \$ 150 |
| Poplar Jelly Cupboard with Pressed Design | \$ 400 |
| Walnut Bookcase (Really is Cupboard Top Turned Upside Down) | \$ 125 |
| Walnut One Drawer Sheraton Side Table | \$ 150 |
| Walnut Writing Table with Drawer | \$ 170 |
| Oak Sewing Rocker | \$ 75 |
| Oak Sectional Stacked Bookcase (4 Section) | \$ 450 |
| Primitive Bucket Bench | \$ 50 |
| Mahogany Ball & Claw Foot Parlor Table | \$ 125 |
| Embossed Tin Humpback Trunk | \$ 75 |
| Ladder Back Rush Seat Side Chair | \$ 30 |
| Art Glass (Carmel Slag) Parlor Lamp | \$ 200 |
| Set of 6 East Lake Hip Rest Chairs (In Front Closet) | \$ 225 |

UPSTAIRS BACK CLOSET (CONNECTS TO HALLWAY)

| | |
|---|--------|
| Superior No. 214 Parlor Stove | \$ 200 |
| Victorian Day Bed | \$ 200 |
| Set of 6 Oak Dining Chairs | \$ 350 |
| Jenny Lind Baby Cradle | \$ 150 |
| East Lake Bed with Butter Print Carving | \$ 150 |

UPSTAIRS CENTER HALLWAY

| | |
|---|--------|
| Walnut Victorian Wardrobe | \$ 375 |
| Victorian Parlor Set Includes Love Seat, Arm Rocker, 4 Side Chairs, (Love Seat in Downstairs Back Bedroom) | \$ 600 |

UPSTAIRS NORTH BEDROOM

| | |
|---|--------|
| Walnut Jelly Hutch with Gallery | \$ 600 |
| Walnut Victorian Bed | \$ 200 |
| Walnut Victorian Wishbone Dresser with Mirror | \$ 400 |
| Round Walnut Tea Table | \$ 250 |
| Oak "S" Roll Top Double Bank Desk | \$ 325 |
| Oak Ball & Claw Foot Barley Twist Leg Table | \$ 150 |
| Child's Oak Chair | \$ 50 |
| Mahogany Seth Thomas OG Double Weight Clock | \$ 200 |

UPSTAIRS NORTH HALLWAY

| | |
|---|--------|
| Walnut Knockdown Wardrobe | \$ 750 |
| Walnut Eastlake Fainting Couch | \$ 300 |
| Platform Carpet Rocker | \$ 85 |
| Child's Bent Arm Rocker | \$ 100 |
| Walnut One Drawer Tapered Leg Table | \$ 50 |
| East Lake Wall Mirror | \$ 50 |
| Set of 7 Pine Cottage Chairs (Throughout House) | \$ 225 |

TOTAL
23,780

There are many small antiques and collectables throughout the home along with boxes packed with items that we were unable to inspect. Wilma Mehrtens was under the impression that the appraisal was to primarily include the antique furniture. Although we believe there is a substantial amount of additional items of value, we did not include these in this appraisal.

If we can be of further assistance to you, feel free to contact us.



ATTORNEYS'
TITLE
GUARANTY
FUND,
INC.

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

Attorneys' Title Guaranty Fund, Inc., an Illinois corporation ("ATG®"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the Amount of the policy or policies committed for have been inserted in Schedule A by ATG.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of ATG.

ATG will provide a sample of the policy form upon request.

This Commitment shall become effective and binding when Schedule A and Schedule B and any endorsements are signed by a title insurance agent or other authorized signatory of ATG.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to ATG in writing, ATG shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent ATG is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to ATG, or if ATG otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, ATG at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve ATG from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of ATG under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against ATG arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either ATG or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.*

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE A

Commitment No.: 080127600418

State Issued: IL

File Name: 08-004

1. Effective Date: February 15, 2008 at 11:30 am

2. Policy or policies to be issued:



Owner's Policy: ALTA Owner Policy

Amount: \$165,000.00

Proposed Insured: City of Columbia, Illinois, a Municipal Corporation



Loan Policy: 2006 ALTA Loan Policy

Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

Winnifred B.D. Fiege

4. The land referred to in the Commitment is described as follows:

Lot 18 of the Original Town, now City of Columbia, Monroe County, Illinois as shown on page 28 of Surveyor's Official Plat Record "A" (Town Lots) of Monroe County, Illinois records.

Subject to easements and restrictions of record.

ISSUED BY

Mon-Clair Title Company
101 East Mill Street
Waterloo, IL 62298
(618) 939-6126

1276

Member No.

Signature of Member or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 080127600418

Effective Date: February 15, 2008 at 11:30 am

State Issued: IL

File Name: 08-004

SECTION I REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. If ATG is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check.

SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Standard Exceptions

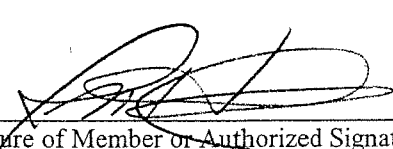
1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Easements, or claims of easements, not shown by the Public Records.

ISSUED BY

Mon-Clair Title Company
101 East Mill Street
Waterloo, IL 62298
(618) 939-6126

1276

Member No.


Signature of Member or Authorized Signatory

4. 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. 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;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
5. Taxes for the year 2006 and thereafter:

First installment 2006 taxes in the amount of \$1,477.48 is paid.
Second installment 2006 taxes in the amount of \$1,477.48 is paid.
Taxes for the year 2007 are not yet due and payable.

Permanent Index No. 04-15-368-026

6. Rights of the public, the municipality and State of Illinois in and to that portion of the land taken or used for roadway purposes, if any.
7. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
8. Rights of way for drainage ditches, feeders, tiles and laterals, if any.
9. Subject to building lines, easements and restrictions, if any, of record.
10. No search has been made of the coal, oil, gas or other mineral title, and our policy, if and when issued, will except the coal, oil, gas and other mineral title, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
11. NOTE FOR INFORMATION: The recording of any deed hereunder is contingent upon approval by Department of Mapping and Platting of Monroe County, Illinois as to compliance with the Plat Act.

End of Schedule B

REAL ESTATE SALES CONTRACT

THIS AGREEMENT is made this 17th day of March, 2008, between WILMA MEHRTENS, now residing at 1346 North Glenwood Street, City of Columbia, Monroe County, Illinois 62236, not individually but as the attorney in fact for WINNIFRED FIEGE, SELLER, (hereinafter referred to as "SELLER" or "Fiege") and the CITY OF COLUMBIA, ILLINOIS, a Municipal corporation and body both corporate and politic created and existing under the laws of the State of Illinois, with City Hall located at 208 South Rapp Avenue, Columbia, Illinois 62236, PURCHASER, (hereinafter referred to as "PURCHASER" or the "City"), WITNESSETH:

(1) **Sale.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate, with its appurtenances, having the assigned address of 140 South Main Street, Columbia, Illinois 62236, more particularly described in Exhibit "A", which is attached hereto and by reference made part hereof (hereinafter referred to as the "Fiege Property") and agrees to purchase the antique personal property items more particularly described on Exhibit "B", which is attached hereto and by reference made part hereof (hereinafter referred to as the "Fiege Antiques").

The Fiege Property shall be subject to the "General Exceptions" in the title insurances commitment and the encumbrances referred to in the Title Insurance Exceptions and Encumbrances described in Schedule "B" of the title insurance commitment issued by Mon-Clair Title Company, which is attached hereto as Exhibit "C" and by reference made part hereof, which do not affect the merchantability of the title to the property and to which the SELLER (or the SELLER'S attorney) has not received written objection to from the PURCHASER (or the PURCHASER'S attorney) within fifteen (15) days of the date of this agreement. In the event there are merchantability of title objections made by the PURCHASER, within the time aforesaid, the same shall be cured prior to closing of the sale by SELLER (or the title insurance company that is serving as the escrow agent for the parties for the closing of the sale may use the sales proceeds deposited with said escrow agent by PURCHASER for the sale closing to eliminate the encumbrances or other exceptions required to be cure for the closing). If the objected to title encumbrances or defects cannot be cure before the scheduled sale closing date the PURCHASER shall have the right to rescind this sales agreement and thereby be under no further obligation to purchase the property. Alternatively, the sale may proceed with such adjustments in the purchase price or other terms of the sale as in mutually agreeable to the parties.

Notwithstanding anything herein contained to the contrary, the SELLER shall be under no obligation to sell to the City the Fiege Antiques unless the City purchases the Fiege Property.

(2) **Purchase Price and Method of Payment.** The purchase price of the Fiege Property is One Hundred Sixty Five Thousand Dollars (\$165,000.00) and the purchase price of the Fiege Antiques is Twenty Three Thousand Seven Hundred and Eighty Dollars (\$23,780.00) for a total purchase price for the property and antiques of One Hundred and Eighty Eight Thousand Seven Hundred and Eighty Dollars (\$188,780.00) all of which shall be due and payable at the time of the closing of the sale, less prorations and adjustments for closing costs payable by SELLER at the closing of the sale.

(3) **Title Insurance.** SELLER has furnished to PURCHASER the Exhibit "C" title insurance commitment and shall furnish to PURCHASER an owner policy of title insurance insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in SELLER'S title in the above-described premises, on date of closing of sale, subject to the above-described exceptions or exclusions that do not effect the merchantability of the SELLER'S title. The title insurance shall be issued by Mon-Clair Title Company and the SELLER shall pay for the title insurance commitment and owner policy and PURCHASER shall pay for the later date search.

(4) **Taxes and Assessments.** The SELLER has paid the calendar year 2006 General Real Estate Taxes. The estimated calendar year 2007 and 2008 General Real Estate Taxes shall be prorated to date of closing of the sale and estimated based upon the last tax bill available or the estimate of the Taxing Authority and may be paid by SELLER deducting a sum equal to Fiege's share of said taxes from the balance of purchase money due and payable at closing. General Real Estate Taxes for calendar year 2007 and ensuing years are assumed and shall be paid by PURCHASER as same become due and payable in calendar year 2008 and thereafter.

(5) **Risk of Loss.** Risk of loss or damage to the premises by fire or other casualty between the date of this agreement and the date of closing shall be and is assumed by SELLER. SELLER shall maintain fire and extended casualty insurance on the dwelling and other improvements on the premises, and the antiques that are a subject of sale in this agreement, in a minimum sum equal to the purchase price involved herein, and shall pay the premiums thereon until closing hereunder. Such insurance shall be maintained with one or more qualified and rated insurance companies.

If after this contract is executed, the premises shall be destroyed or damaged by fire, windstorm, or other casualty, the PURCHASER shall have the option of canceling or enforcing the agreement on seven (7) days written notice to SELLER. If enforced, the PURCHASER shall have the obligation of restoration and shall be subrogated to all of the SELLER'S claims under SELLER'S insurance policy but SELLER shall thereby be entirely relieved from any cost or expense of restoration. If canceled, the contract shall be rendered null and void and of no further force and effect and each of the parties shall be relieved of any obligation for payment or performance to the other party.

(6) **Closing.** Closing shall take place at Mon-Clair Title Company, 101 East Mill Street, Waterloo, Illinois within sixty (60) days of the date hereof. At closing SELLER shall provide PURCHASER with a good and sufficient General Warranty Deed to the real estate premises and PURCHASER shall pay the balance of purchase money due and owing to SELLER, less prorations and adjustments for closing costs payable by SELLER.

(7) **Possession.** PURCHASER shall be entitled to the keys to the dwelling house and detached garage on the premises and to the sole and exclusive possession of the Fiege Property and

the Fiege Antiques that are a subject of sale in this agreement on date of closing following the closing of the sale.

(8) **Default by PURCHASER.** Time is of the essence of this contract. In the event PURCHASER fails to make the payment of the purchase money promptly when the same shall become due as herein specified, or promptly to perform any covenant or agreement herein contained, SELLER may elect to specifically enforce this agreement or to terminate this agreement and retain as liquidated damages any payments theretofore made hereunder by PURCHASER; provided that, if such payments are inadequate to compensate SELLER for damages sustained, SELLER may exercise her right to sue for damages for PURCHASER'S default. Service of all demands, notices or other papers with respect to such termination and retention of payments made may be made by registered mail at the address as set forth above, or such other address as PURCHASER may indicate in writing to SELLER. No waiver by SELLER of any default on the part of the PURCHASER shall be construed as a waiver of any subsequent default.

(9) **Default by SELLER.** If SELLER is unable to convey title in accordance with the terms of this contract, the amount paid on account of the purchase price and PURCHASER'S net costs, if any, of examining the title, shall be returned to PURCHASER on demand.

(10) **Assignment.** This agreement shall not be assignable by PURCHASER without the prior written consent of the SELLER.

(11) **Condition of Premises.** PURCHASER stipulates that a full inspection of the premises has been made and that SELLER and/or SELLER'S agents or authorized representatives, if any, shall not be held to any covenant respecting the condition of any improvements on the premises, or to any agreement for alterations, improvements, or repairs. THERE ARE NO WARRANTIES OF SELLER REGARDING THE FITNESS OR CONDITION OF SAID FIEGE PROPERTY OR THE IMPROVEMENTS THEREON OR THE FIEGE ANTIQUES, THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE RENOVATIONS, REPAIRS OR IMPROVEMENTS THERETO; AND, IT IS UNDERSTOOD AND AGREED THAT THE PURCHASER IS BUYING THE PROPERTY THAT IS THE SUBJECT OF THIS SALE, "AS IS", IN THE CONDITION SAID PROPERTY IS IN ON THE DATE HEREOF, NORMAL WEAR AND TEAR BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE OF CLOSING, EXCEPTED.

(12) **Waiver of Homestead.** SELLER expressly waives all rights under the Homestead Exemption Laws of the State of Illinois with respect to the real estate that is the subject of sale under this agreement.

(13) **Attorney's Fees and Costs.** In the event that there is a default under this agreement and it becomes necessary for any party hereto to employ the services of an attorney either to enforce or to terminate this agreement, with or without litigation, the losing party or parties to the controversy shall pay to the successful party or parties a reasonable attorney's fee and, in addition thereto, such reasonable costs and expenses as are incurred in enforcing or terminating this agreement.

(14) **Closing Costs.** SELLER shall be solely responsible and liable for the payment and discharge of the following closing costs in connection herewith, to wit:

(a) The attorney's fees due Jay M. Huetsch, attorney at law, of Adams and Huetsch, Attorneys-at-Law, for services rendered in connection with the preparation of this Sales Agreement and the attorney fees due said attorney for preparation of PURCHASER'S General Warranty Deed and Revenue Tax Declaration;

(b) The cost of the title insurance commitment (estimated \$150.00) and owner policy of title insurance (estimated \$480.00) to be issued by Mon-Clair Title Company;

(c) Courthouse copy costs related to title search;

(d) Estimated General Real Estate Taxes for tax year 2007 and 2008 pro-rated to the date of closing of the sale based upon the last real estate tax bill available or the estimate of the taxing authority; and,

(e) One-half (1/2) the escrow closing fee due Mon-Clair Title Company for closing of this sale (estimated \$150.00);

PURCHASER shall be solely responsible and liable for payment and discharge of the following closing costs in connection herewith, to wit:

(a) The attorney's fees due Tom D. Adams, Attorney at Law, of Adams and Huetsch, Attorneys-at-Law, for services rendered in connection with the preparation of this Sales Agreement;

(b) The title insurance company later date search fee (estimated \$50.00);

(c) The Mapping and Platting fee to be paid to the Monroe County, Illinois General Fund (estimated \$10.00);

(d) Cost to record PURCHASER'S deed (estimated \$33.00); and,

(e) One-half (1/2) the escrow closing fee due Mon-Clair Title Company for closing of this sale (estimated \$150.00).

(15) **Wood Infestation Report.** If required by the PURCHASER, prior to closing of the sale, at PURCHASER'S expense, the PURCHASER may obtain a written report from a pest control firm or inspector certifying to PURCHASER that the premises have been inspected for termite and other wood destroying insect infestation. If active infestation is found, either party shall have the right to rescind this agreement or, alternatively, the parties shall proceed with the sale with such modifications of the agreement as are mutually agreeable to the parties with regard to payment of expenses of treatment and/or repair of structural damage to the improvements on the premises caused by the infestation. If an inspection and report is required by the PURCHASER the SELLER will provide free access to the property for the pest control firm or inspector to perform the required inspection, on twenty-four (24) hours advanced notice to SELLER'S Guardian, and SELLER'S guardian shall cooperate in every reasonable way to accomplish the inspection.

(16) **Binding Effect.** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the heirs, executors, administrators, assigns, devisees, legatees and successors of the respective parties.

(17) **Residential Real Property Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Residential Real Property Disclosure Report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(18) **Lead Based Paint and/or Lead Based Hazards Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Lead Based Paint and/or Lead Based Hazards Disclosure Report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(19) **Radon Hazard Disclosure Report.** The PURCHASER acknowledges receipt of SELLER'S Disclosure of Information on Radon Hazards report from SELLER, completed as required by law, prior to PURCHASER making and entering into this Real Estate Sales Contract.

(20) **Compliance with Columbia Residential Property Maintenance Code.** The SELLER shall not be required to comply with Chapter 15.09 (RESIDENTIAL PROPERTY MAINTENANCE CODE) of the City of Columbia, Illinois Municipal Code or to pay any fees for property inspections or to make any repairs, replacements or improvements required by the City of Columbia, Illinois in order for the City to issue its Certificate of Dwelling, Maintenance and Occupancy Permit for the subject property. The PURCHASER agrees to purchase the Fiege Property without such permit or the entitlement to receive the same and assumes the risk of future compliance resulting in necessary repairs or replacements and renovations being required by the City Building Inspector.

(21) **Use Restriction.** After the title to the Fiege Property is conveyed to the City the City shall own, maintain, operate, preserve and restore the Fiege Property in perpetuity as and for a City Historic Public Building and its contribution to the heritage of the City of Columbia, Illinois. The Warranty Deed from the SELLER to the City, if required by SELLER, may contain a restrictive covenant dedicating the future ownership and use of the Property to that use and purpose in perpetuity.

In the event the City in the future shall fail or refuse to comply with the use restriction aforesaid, then and in that event an action may be instituted in the Monroe County, Illinois Circuit Court, by any citizen or civic or charitable organization of the City of Columbia, Illinois at the time of reference, to enforce the use restriction. The prevailing party in that action shall be entitled to recover their reasonable attorney fees and all costs incurred in filing and maintaining the action and the same may be made part of any judgment entered by the Court in the action. In the event the court would find in the action that the City willfully violated the use restriction the court shall be authorized and empowered, (but shall not be required to), transfer the ownership of the Fiege Property to Monroe County, Illinois or to another public agency or nonprofit tax-exempt organization that will be required in perpetuity to own, maintain, preserve and restore the Property for its intended use and purpose as required by the use restriction.

Notwithstanding anything herein to the contrary, the City shall have the right to transfer the ownership of the Fiege Property to another public agency or nonprofit tax-exempt organization that will be required to own, maintain, preserve and restore the Property for the use and purpose aforesaid should

the City find hereafter that the historical preservation of the Fiege Property can be better accomplished by that public agency or non-profit organization. In such event the agency or organization to which the Fiege Property ownership is transferred shall be subject to, bound by and obligated to comply with and perform the obligations created by the use restriction contained herein to the same extent and with the same force and effect as the City was required to do.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date set forth above.

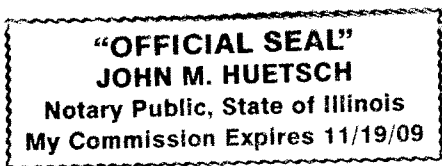
SELLER, Winnifred Fiege

By: Wilma R. Mehtens POA
WILMA MEHRTENS, her Attorney in Fact

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that WILMA MEHRTENS, personally known to me and known to me to be the same person whose name is subscribed to the above and foregoing document, not individually but as Attorney in Fact for Winnifred Fiege, the SELLER, appeared before me, in person, this date, and acknowledged that she executed and delivered the above and foregoing document as her free and voluntary act and deed and as the free and voluntary act and deed of the Estate of Winnifred Fiege, the adult disabled person, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notary Seal this 11th day of ^{March}~~February~~, 2008.



[Signature]
Notary Public

PURCHASER, The City of Columbia, Illinois, a Municipal corporation and body both corporate and politic of the State of Illinois:

BY:

Kevin B. Hutchinson
KEVIN B. HUTCHINSON, Mayor

ATTEST:

Wesley J. Hoeffken
WESLEY J. HOEFFKEN, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and WESLEY J. HOEFFKEN, personally known to me and known to me to be the Mayor and the City Clerk, respectively, of the City of Columbia, Illinois and known to me to be the same persons whose names are subscribed to the above and foregoing document for and on behalf of the PURCHASER, appeared before me, in person, this date, and acknowledged that they executed the above and foregoing document as their free and voluntary act and deed and as the free and voluntary act and deed of the City of Columbia, Illinois, a municipal corporation of the State of Illinois, for the uses and purposes therein set forth, pursuant to authority granted by the enactment of an enabling ordinance by the city council of said city.

Given under my hand and Notary Seal this 17th day of ^{March}~~February~~, 2008.

Donna K. Mehafeey
Notary Public



ADDRESS OF PROPERTY:
140 South Main Street
Columbia, Illinois 62236

THIS DOCUMENT PREPARED BY:

TOM D. ADAMS #13439
ADAMS AND HUETSCH
Attorneys-at-Law
321 Wedgewood Square
P.O. Box 647
Columbia, Illinois 62236
Telephone (618) 281-5185

EXHIBIT "A"

Legal Description

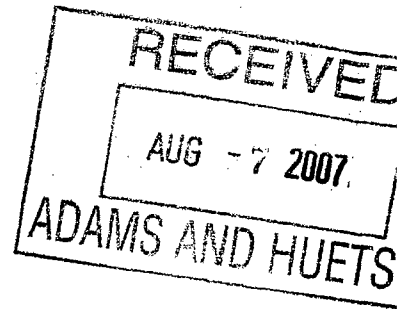
Lot 18 of the Original Town, now City of Columbia, Monroe County, Illinois as shown on page 28 of Surveyor's Official Plat Record "A" (Town Lots) of Monroe County, Illinois records.

Subject to easements and restrictions of record.

P.P. #: 04-15-368-026

"FIEGE ANTIQUES"

Asselmeier & May Auctions
P.O. Box 1198
Columbia, IL 62236
(618) 210-7574 or (618) 281-3988
amantiqueauctions.com



July 11, 2007

Wilma Mehrstens
1346 N. Glenwood Drive
Columbia, IL 62236

Re: Appraisal of Antiques of Winnifred Fiege residence on Main St. In Columbia

To whom it may concern:

Acting at the request of Adams and Huetsch, Attorneys at Law, we have inspected the antique furniture at the above referenced property for the purpose of estimating its true market value, taking into consideration the quality, condition, functionality, rarity, and, but not limited to the current marketability of each item.

Paul Asselmeier is an experienced antique dealer, collector and researcher for approximately 50 years. He was an auctioneer of fine antiques for 25 years until his recent retirement. Currently he is involved in the surge of antique sales in the world wide internet market.

Sally A. May is a licensed auctioneer in the state of Illinois, specializing in the sale of fine antiques, collectables & complete estates. Sally has been an auctioneer for 24 years. Asselmeier & May Auctions has sold hundreds of thousands of antiques over the years and have set record prices realized on a variety items.

The values expressed are estimates based on the appraiser's best judgment and opinion and are not a representation or warranty that the items will realize if offered for sale.

We, the Undersigned, Paul W. Asselmeier & Sally A. May of Asselmeier & May Auctions, have inspected the items listed and hereby give the following appraisal to be true and accurate to the best of our ability based on today's market.

Paul W. Asselmeier 7/21/07 Sally A. May 7/21/07
Paul W. Asselmeier Date Sally A. May Date

Asselmeier & May Auctions
P.O. Box 1198
Columbia, IL 62236
(618) 210-7574 or (618) 281-3988
amantiqueauctions.com

FOYER

| | |
|---|----------------|
| Oak Knock Down Wardrobe with Crown | \$1,200 |
| Small Painted Washstand | \$ 80 |
| Set of 4 Bow Back Chairs | \$ 100 |
| Arrow Back Chair | \$ 40 |

LIVING ROOM

| | |
|--|---------------|
| Three Drawer Walnut Eastlake Washstand | \$ 150 |
| Birch Spindle Back Arm Rocker | \$ 125 |
| Oak Washstand with Door & 3 Drawers | \$ 125 |
| Small Washstand with Gallery | \$ 100 |

CENTER HALLWAY

| | |
|---|---------------|
| Victorian Wall Mirror | \$ 100 |
| Victorian Walnut 2 Drawer Sewing Table | \$ 200 |

PARLOR

| | |
|--|----------------|
| Walnut Eastlake Marble Top Pier Mirror | \$1,200 |
| Walnut Eastlake Marble Top Parlor Table | \$ 350 |
| Walnut Eastlake Shaped Top Parlor Table | \$ 200 |
| Walnut Oval Victorian Parlor Table | \$ 250 |
| Walnut Eastlake Davenport Desk | \$ 750 |
| Walnut Spool Corner What Not Shelf | \$ 100 |
| Mahogany Piano, 1854 Gabler N.Y. with Bench | \$ 175 |
| Mahogany Organ Stool | \$ 75 |
| Walnut Victorian Sofa (Needs Upholstery) | \$ 175 |
| Seth Thomas Walnut Eastlake Mantle Clock | \$ 150 |
| Gilbert Mantle Clock | \$ 125 |

BEDROOM

| | |
|---|----------------|
| Eastlake High Back Bed, Matching Marble Top Dresser, & Washstand (No Backsplash) | \$1,250 |
| Walnut Gateleg Drop Leaf Table | \$ 325 |
| Oak Veneered Arm Rocker with Leather Back | \$ 125 |
| Walnut Solid Side Wardrobe with Cornice | \$ 800 |
| Small Oak Splay Leg Plant Stand | \$ 75 |

DINING ROOM

| | |
|--|---------|
| Oak Mirrored Back Sideboard (No Crown Above Mirror) | \$ 300 |
| Oak 5 Legged Extension Table with 2 Leaves | \$ 400 |
| Walnut Step Back Cupboard with Glass Doors (No Cornice) | \$1,200 |
| Mahogany Upright Standing Victor Victrola Record Player With Old 78 Records | \$ 300 |
| Chauncy Jerome Steeple Clock with Alarm | \$ 175 |

KITCHEN

| | |
|--|---------|
| Round Walnut Kitchen Table | \$ 225 |
| Cherry One Piece Cupboard with Glass Doors, Painted White | \$1,500 |
| Set of 5 Oak Chairs (Some in Other Rooms) | \$ 225 |

CENTER BACK ROOM

| | |
|---|---------|
| Oak 2 Piece Dry Sink with Meal Bin & Cupboard Top | \$1,375 |
| White Painted One Drawer Work Table | \$ 75 |
| Primitive 4 Legged Stool | \$ 25 |
| Singer Treadle Sewing Machine | \$ 50 |

BACK BEDROOM

| | |
|--|--------|
| Walnut Solid Side Wardrobe with Cornice | \$ 700 |
| Walnut Victorian Deck Top Wishbone Dresser | \$ 300 |
| Poplar Kitchen Pie Cupboard | \$ 300 |
| Oak Arm Rocker with Leather Back | \$ 125 |
| Primitive Bucket Bench | \$ 50 |

UPSTAIRS SOUTH BEDROOM

| | |
|--|--------|
| East Lake Bed (No Crown) | \$ 125 |
| Oak Serpentine Front Dresser | \$ 150 |
| Poplar Jelly Cupboard with Pressed Design | \$ 400 |
| Walnut Bookcase (Really is Cupboard Top Turned Upside Down) | \$ 125 |
| Walnut One Drawer Sheraton Side Table | \$ 150 |
| Walnut Writing Table with Drawer | \$ 170 |
| Oak Sewing Rocker | \$ 75 |
| Oak Sectional Stacked Bookcase (4 Section) | \$ 450 |
| Primitive Bucket Bench | \$ 50 |
| Mahogany Ball & Claw Foot Parlor Table | \$ 125 |
| Embossed Tin Humpback Trunk | \$ 75 |
| Ladder Back Rush Seat Side Chair | \$ 30 |
| Art Glass (Carmel Slag) Parlor Lamp | \$ 200 |
| Set of 6 East Lake Hip Rest Chairs (In Front Closet) | \$ 225 |

UPSTAIRS BACK CLOSET (CONNECTS TO HALLWAY)

| | |
|---|--------|
| Superior No. 214 Parlor Stove | \$ 200 |
| Victorian Day Bed | \$ 200 |
| Set of 6 Oak Dining Chairs | \$ 350 |
| Jenny Lind Baby Cradle | \$ 150 |
| East Lake Bed with Butter Print Carving | \$ 150 |

UPSTAIRS CENTER HALLWAY

| | |
|---|--------|
| Walnut Victorian Wardrobe | \$ 375 |
| Victorian Parlor Set Includes Love Seat, Arm Rocker, 4 Side Chairs, (Love Seat in Downstairs Back Bedroom) | \$ 600 |

UPSTAIRS NORTH BEDROOM

| | |
|---|--------|
| Walnut Jelly Hutch with Gallery | \$ 600 |
| Walnut Victorian Bed | \$ 200 |
| Walnut Victorian Wishbone Dresser with Mirror | \$ 400 |
| Round Walnut Tea Table | \$ 250 |
| Oak "S" Roll Top Double Bank Desk | \$ 325 |
| Oak Ball & Claw Foot Barley Twist Leg Table | \$ 150 |
| Child's Oak Chair | \$ 50 |
| Mahogany Seth Thomas OG Double Weight Clock | \$ 200 |

UPSTAIRS NORTH HALLWAY

| | |
|---|--------|
| Walnut Knockdown Wardrobe | \$ 750 |
| Walnut Eastlake Fainting Couch | \$ 300 |
| Platform Carpet Rocker | \$ 85 |
| Child's Bent Arm Rocker | \$ 100 |
| Walnut One Drawer Tapered Leg Table | \$ 50 |
| East Lake Wall Mirror | \$ 50 |
| Set of 7 Pine Cottage Chairs (Throughout House) | \$ 225 |

TOTAL
23,780

There are many small antiques and collectables throughout the home along with boxes packed with items that we were unable to inspect. Wilma Mehrtens was under the impression that the appraisal was to primarily include the antique furniture. Although we believe there is a substantial amount of additional items of value, we did not include these in this appraisal.

If we can be of further assistance to you, feel free to contact us.



ATTORNEYS'
TITLE
GUARANTY
FUND,
INC.

CHAMPAIGN, ILLINOIS

COMMITMENT FOR TITLE INSURANCE

Attorneys' Title Guaranty Fund, Inc., an Illinois corporation ("ATG[®]"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the Amount of the policy or policies committed for have been inserted in Schedule A by ATG.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of ATG.

ATG will provide a sample of the policy form upon request.

This Commitment shall become effective and binding when Schedule A and Schedule B and any endorsements are signed by a title insurance agent or other authorized signatory of ATG.

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to ATG in writing, ATG shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent ATG is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to ATG, or if ATG otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, ATG at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve ATG from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of ATG under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against ATG arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either ATG or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at www.alta.org.*

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE A

Commitment No.: 080127600418

State Issued: IL

File Name: 08-004

1. Effective Date: February 15, 2008 at 11:30 am

2. Policy or policies to be issued:



Owner's Policy: ALTA Owner Policy

Amount: \$165,000.00

Proposed Insured: City of Columbia, Illinois, a Municipal Corporation



Loan Policy: 2006 ALTA Loan Policy

Amount:

Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is a fee simple (if other, specify same) and title thereto is at the effective date hereof vested in:

Winnifred B.D. Fiege

4. The land referred to in the Commitment is described as follows:

Lot 18 of the Original Town, now City of Columbia, Monroe County, Illinois as shown on page 28 of Surveyor's Official Plat Record "A" (Town Lots) of Monroe County, Illinois records.

Subject to easements and restrictions of record.

ISSUED BY

Mon-Clair Title Company
101 East Mill Street
Waterloo, IL 62298
(618) 939-6126

1276

Member No.

Signature of Member or Authorized Signatory

ATTORNEYS' TITLE GUARANTY FUND, INC.

ATG® COMMITMENT FORM – SCHEDULE B

Commitment No.: 080127600418

Effective Date: February 15, 2008 at 11:30 am

State Issued: IL

File Name: 08-004

SECTION I REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the Land and/or the mortgage to be insured.
2. Pay us the premiums, fees, and charges for the policy.
3. Documents satisfactory to us creating the interest in the Land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the Land or who will make a loan on the Land. We may then make additional requirements or exceptions.
5. If ATG is acting as closing agent on behalf of the proposed Insureds, the following additional requirements must be satisfied at or prior to the closing:
 - a. The borrower and seller must bring a valid government issued photo ID bearing their signature to the closing.
 - b. Each seller must provide a valid forwarding address and social security number to be submitted to the IRS for 1099 purposes.
 - c. Payoff letters must be current and not subject to additional terms. We reserve the right to verify payoff figures prior to disbursement. Any additional funds required to satisfy a lien in full must be deposited by the parties involved immediately.
 - d. All funds brought to closing must be in the form of wire transfer, certified or cashier's check.

SECTION II EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

Standard Exceptions

1. Rights or claims of parties in possession not shown by the Public Records.
2. 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Easements, or claims of easements, not shown by the Public Records.

ISSUED BY

Mon-Clair Title Company
101 East Mill Street
Waterloo, IL 62298
(618) 939-6126

1276

Member No.

Signature of Member or Authorized Signatory

4. 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; and
5. Taxes or special assessments that are not shown as existing liens by the Public Records.

Special Exceptions

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Effective Date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any loan policy issued pursuant to this Commitment will be subject to the following exceptions (a) and (b), in the absence of the production of the data and other matters contained in the ATG ALTA Statement form or an equivalent form:
 - a. 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;
 - b. Consequences of the failure of the lender to pay out properly the whole or any part of the loan secured by the mortgage described in Schedule A, as affecting: (i) the validity of the lien of said mortgage; and (ii) the priority of the lien over any other right, claim, lien, or encumbrance that has or may become superior to the lien of said mortgage before the disbursement of the entire proceeds of the loan.
3. Payment of the full consideration to, or for the account of, the grantors or mortgagors for the estate or interest to be insured.
4. Recordation or registration of duly executed and delivered instruments sufficient to create the estate or interest to be insured.
5. Taxes for the year 2006 and thereafter:

First installment 2006 taxes in the amount of \$1,477.48 is paid.
Second installment 2006 taxes in the amount of \$1,477.48 is paid.
Taxes for the year 2007 are not yet due and payable.

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6. Rights of the public, the municipality and State of Illinois in and to that portion of the land taken or used for roadway purposes, if any.
7. Rights of the public or quasi-public utility companies in and to any portion of the land used for utility purposes.
8. Rights of way for drainage ditches, feeders, tiles and laterals, if any.
9. Subject to building lines, easements and restrictions, if any, of record.
10. No search has been made of the coal, oil, gas or other mineral title, and our policy, if and when issued, will except the coal, oil, gas and other mineral title, and all rights and easements in favor of the estate of said coal, oil, gas and other minerals.
11. NOTE FOR INFORMATION: The recording of any deed hereunder is contingent upon approval by Department of Mapping and Platting of Monroe County, Illinois as to compliance with the Plat Act.

End of Schedule B