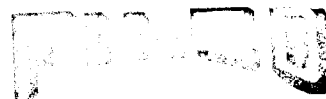


**IN THE CIRCUIT COURT  
FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS**

JOHN AND JAYNE SIMMONS, AS )  
 TRUSTEES OF THE RIVER HOUSE )  
 TRUST DATED AUGUST 21, 2003, and of )  
 THE QUALIFIED ANNUITY SHARE OF )  
 GRANTOR INCOME TRUST UNDER )  
 IRREVOCABLE RIVER HOUSE TRUST )  
 OF JOHN DOYLE SIMMONS, )



FEB 25 2010

CLERK OF CIRCUIT COURT #60  
 THIRD JUDICIAL CIRCUIT  
 MADISON COUNTY, ILLINOIS

Plaintiffs, ) No.

v. )

SHAMROCK BANK OF FLORIDA, FH )  
 PARTNERS, LLC, a Texas Limited )  
 Liability Company, and "Unknown Parties," )

Defendants. )

**VERIFIED COMPLAINT TO QUIET TITLE**

John and Jayne Simmons, as Trustees of the River House Trust dated August 21, 2003 also known as Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003 ("River House Trust") and of the Qualified Annuity Share of Grantor Income Trust Under Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003 ("Annuity Trust"), through their attorneys, Jenner & Block LLP, bring this complaint to quiet title against Defendants Shamrock Bank of Florida, FH Partners, LLC and Unknown Parties as hereafter defined, and in support state as follows:

**NATURE OF THE ACTION**

This action seeks a declaration to quiet title to Property at 12 Danforth Rd. Alton, Illinois. By a trustee's deed dated January 24, 2007 and recorded on February 12, 2007, John and Jayne Simmons, then owners of the Property, conveyed title to Great River Enterprises, subject to an express and duly recorded possibility of reverter. In December 2007, without the knowledge or

consent of Simmons, the buyer, although having only a determinable interest in the Property, executed a Mortgage on the Property to secure a \$1.3 million revolving line of credit at Meridian Bank. In 2009, the FDIC, as receiver Meridian Bank and without Simmons' knowledge or consent, assigned the Mortgage to FH Partners which in turn reassigned the Mortgage to Shamrock Bank. The Mortgage and its subsequent assignments have been recorded in the Madison County Recorder's Office. On October 28, 2009, in a suit filed by Simmons against the FDIC as receiver of Meridian Bank, the court entered a default declaratory judgment, ordering that should the property revert to the Simmons, the Simmons interests are superior to the interests of Meridian Bank (the original mortgagee) and any of its successors or assigns. Title to the Property has now reverted to the Sellers, pursuant to the possibility of reverter. The Defendants, FH Partners' and Shamrock Bank's recorded assignments of security interests in the Property create an unjustified cloud on the title by virtue of the reversion that has occurred. Simmons seek that their title be declared free and clear from and not subject to claims of interest by any assignees of the Mortgage or other persons claiming an interest in the Property by virtue of alleged dealings with the mortgagor.

#### **PARTIES**

1. This case involves title to the property located at 12 Danforth Rd., Alton, Illinois, which is legally described as set forth in Exhibit 1 ("Property").
2. Plaintiffs John and Jayne Simmons are residents of Madison County, Illinois, the Trustees of the River House Trust and Trustees of the Annuity Trust. (As used herein "Simmons" or "Plaintiffs" shall refer to John and Jayne Simmons in their capacity as Trustees.)
3. Defendant Shamrock Bank of Florida ("Shamrock Bank") is authorized to and conducts business in the State of Florida. On information and belief, Shamrock Bank claims to have a present security interest in the Property.

4. Defendant FH Partners, LLC (“FH Partners”) is on information and belief a Texas limited liability company. On information and belief, FH Partners may claim a present or potential security interest in the Property.

5. Defendant “Unknown Parties” are other individuals or entities, if any, who are unknown to Plaintiffs but who may claim an unrecorded ownership, security or other interest in the Property by virtue of dealings or transactions, occurring on or after January 22, 2007, with Great River Enterprises Limited Partnership No. 1 (“Great River Enterprises”), Mr. and Mrs. Lloyd Tomer, Meridian Bank (“Meridian Bank”), FH Partners, Shamrock Bank, and/or the FDIC, as receiver of Meridian Bank.

#### **VENUE**

6. Venue is proper pursuant to 735 ILCS 5/2-103(b) in that the real property at issue in this action is situated in Madison County, Illinois.

#### **FACTUAL ALLEGATIONS**

##### January 2007 Sale of Property Subject to Possibility of Reverter

7. As of January 22, 2007, Simmons owned the Property and that day entered into a Real Estate Sale Agreement (“Sale Agreement”) with Great River Enterprises for the conveyance of title to the Property. (A true and correct copy of the Sale Agreement is attached as Exhibit 2.)

8. Pursuant to the Sale Agreement, in exchange for the sale and conveyance of title to the Property, Great River Enterprises agreed to deliver 1,000,000 shares of the common stock of YTB International, Inc. (“YTB”) to Simmons.

9. The Sale Agreement reserved to Simmons an express Possibility of Reverter. According to Section 3.1 of the Sale Agreement, title to the Property would revert to Simmons or any successor, assign or designee (each, a “Reversion Holder”) on December 31, 2011 (the “Reversion Date”) unless, at any time prior to the Reversion Date, the common stock of YTB

had attained a certain "Trading Price" for a specified period of time. To date, the common stock of YTB has not attained the "Trading Price."

10. Section 3.1 of the Sale Agreement further provides for the automatic acceleration of the Reversion Date upon the occurrence of certain events. Specifically, Paragraph 3.1 reads in relevant part:

The Reversion Date will be accelerated automatically upon the occurrence of an Event of Bankruptcy (as defined in Section 3.5), Purchaser's conveyance or attempted conveyance of title to the Property, or Purchaser's waste of the Property, including without limitation, abuse, destructive use, neglect or any act or omission causing material or unreasonable injury, damage, or loss to the Property.

11. Title to the Property was sold and conveyed by a Trustee's Deed, dated January 24, 2007, which was recorded in the Madison County Recorder's Office on February 12, 2007 ("Trustee's Deed"). (A true and correct copy of the Trustee's Deed is attached as Exhibit 3.) The Trustee's Deed states in Paragraph 1 that "[t]he Property is subject to a possibility of reverter, the specific terms and conditions of which are set forth in Section 3.1 of that certain Real Estate Sale Agreement dated January 22, 2007 between Grantor and Grantee . . . ." The Trustee's Deed further provides that "[r]eference is hereby made to the Sale Agreement for the terms and conditions of the Possibility of Reverter, which such terms and conditions are hereby incorporated into and made a part of this Deed by this reference."

#### December 2007 Mortgage

12. On December 6, 2007, without the consent or knowledge of Simmons, Great River Enterprises executed a mortgage on the Property in favor of Meridian Bank to secure a \$1.3 million revolving line of credit ("Mortgage"). The Mortgage was recorded in the Madison County Recorder's Office on December 11, 2007. (A true and correct copy of the Mortgage is attached as Exhibit 4.)

13. On information and belief, Shamrock Bank and Meridian Bank entered into a Participation Certificate and Agreement dated December 6, 2007, which related to the loan secured by the Mortgage. The Participation Certificate and Agreement were not recorded and Plaintiffs have no knowledge of their terms and conditions.

Mechanic's Lien

14. On August 14, 2008, Terry Braswell ("Braswell") recorded with the Madison County Recorder a \$1 million Original Contractor's Claim for Mechanics Lien ("Mechanic's Lien Claim") for work allegedly performed on the Property at the request of Great River Enterprises. Braswell then brought suit against Great River Enterprises and others seeking, in part, to foreclose the alleged mechanic's lien, in the matter captioned *Braswell et al. v. J. Lloyd Tomer et al.*, Case No. 08 L 582, Circuit Court for the Third Judicial Circuit, Madison County, Illinois ("Braswell Case"). (A true and correct copy of the Mechanic's Lien Claim is attached as Exhibit 5.)

15. On or about August 31, 2008, Simmons learned for the first time that without Simmons' knowledge or consent, Great River Enterprises had permitted the Property to become encumbered with the Mortgage and the Mechanic's Lien Claim.

16. On September 17 and 25, 2008, Simmons counsel wrote to Great River Enterprises' attorney and Meridian Bank: reminding them that the title to the Property was subject to the prior duly-recorded Trustee's Deed, which expressly noted the possibility of a reverter; and explaining that Simmons' position was "senior" to the Mortgage and Mechanic's Lien claim encumbrances. (True and correct copies of the referenced letters are attached as Exhibits 7 and 8.)

17. Braswell executed a Release of the Mechanic's Lien Claim ("Release") and recorded that Release on June 25, 2009. (A true and correct copy of the recorded Release is attached as Exhibit 6.)

2009 Assignments of the Mortgage

18. On or about October 10, 2008, Meridian Bank was closed by the Illinois Department of Financial-Professional Regulation-Division of Banking, and the FDIC was named Receiver.

19. On information and belief, on or about February 13, 2009, without the knowledge or consent of Plaintiffs, pursuant to an Assignment of Loans and Liens ("FDIC Assignment"), the FDIC assigned the Mortgage and the loan it secured to FH Partners. The FDIC assignment stated in part that it was made "without recourse, representation or warranty, express or implied." The FDIC Assignment was recorded on March 26, 2009 in the Office of the Madison County Recorder. (A true and correct copy of the FDIC Assignment is attached as Exhibit 9.)

20. In order to protect their Reversion Holder's interest in the Property, on April 22, 2009, Simmons filed a Petition for and were granted leave to intervene and to file counter-claims and a third-party claim in the Braswell Case, joining the FDIC as receiver for Meridian Bank as a third-party defendant. (A true and correct copy of the Intervention Petition is attached as Exhibit 10, and the Court's Order granting the Petition is attached as Exhibit 11.)

21. In their counterclaims/third-party claim in the Braswell Case, Plaintiffs in part sought a declaratory judgment against Great River Enterprises that it had committed "waste" within the meaning of the Agreement by permitting the Property to become encumbered with a mechanics lien and a mortgage. In their third-party claim, Plaintiffs sought in part a declaration that the Mortgage was subject to the determinable quality of the estate granted to Great River

Enterprises. The counter-claims/third party claims were served on the FDIC, but the FDIC failed to answer or otherwise plead to the Third Party Claim.

22. On October 28, 2009, the Court entered an Order granting Simmons' Motion for Default Judgment Against the FDIC ("Declaratory Order"). The Declaratory Order declared that "the interests of Simmons in the Real Property located at 12 Danforth in Alton, Illinois, are superior to the interests of Meridian Bank and any of its successors or assigns, and that should the Property revert to Simmons pursuant to the terms of the Real Estate Sale Agreement dated January 22, 2007, between Simmons, as Trustees of the River House Trust, and Great River Enterprises Limited Partnership No. 1, Simmons shall take the Property free and clear of the \$1.3 million mortgage on the Property secured by Great River Enterprises through Meridian Bank." Simmons recorded the Declaratory Order in the Madison County Recorder's Office on November 6, 2009. (A true and correct copy of the Declaratory Order is attached as Exhibit 12.)

23. On information and belief, in or about early November 2009, FH Partners entered into a Loan Sale Agreement, and an Absolute Assignment and Assumption of Mortgage and Loan Documents with and in favor of Shamrock Bank ("Absolute Assignment"), assigning to Shamrock Bank all of FH Partners' right, title, and interest in and to the Mortgage and related loan documents. The Absolute Agreement was recorded with the Madison County Recorder on November 30, 2009. The Absolute Assignment states in part that it is "without recourse, representation or warranty whatsoever, express or implied, except as expressly provided in that certain loan sale agreement dated as of November 4, 2009 between assignor and assignee." (A true and correct copy of the Absolute Assignment is attached as Exhibit 13.)

#### Reversion of Title to Seller

24. By December 2009, Plaintiffs had become aware of additional waste of the Property committed by Great River Enterprises, including Great River Enterprises' failures to:

(a) pay 2008 real estate taxes resulting in a lien against the Property; (b) pay required 2008 dues to the Fairmount Committee, resulting in a lien against the Property; and (c) maintain the boilers on the Property, causing physical damage to the Property and placing the Property at serious risk for further material cold weather damage. Plaintiffs and Great River Enterprises agreed that Great River Enterprises' waste of the Property triggered the automatic acceleration of the Reversion Date.

25. In order to effect an orderly transfer of title to the Property to the Trust, Plaintiffs and Great River Enterprises entered into an Agreement Regarding Reversion as of January 15, 2010 ("Agreement Regarding Reversion"), in which Great River Enterprises agreed in part that acts of waste had occurred and that as a result, pursuant to the Agreement, the Reversion Date had been automatically accelerated, title to the Property had reverted and was to be transferred pursuant to the direction of the Reversion Holder. (A true and correct copy of the Agreement Regarding Reversion is attached as Exhibit 14.)

26. Simmons, as Reversion Holder, directed that title to the Property be conveyed to the Annuity Trust. As a result, a duly executed Deed evidencing the reversion and conveying the title to the Property to the Annuity Trust was recorded in the Madison County Recorder's Office on January 22, 2010 ("Reversion Deed"). The Annuity Trust is now the owner of the Property. (A true and correct copy of the Reversion Deed is attached as Exhibit 15.)

#### Mortgage Assignee Claims Cloud Title

27. While attempting to secure title insurance in connection with the reversion transaction, Simmons learned for the first time that the Mortgage had been assigned to FH Partners in February 2009 and then reassigned by FH Partners to Shamrock Bank in November 2009. The title company refused to provide the requested title insurance for the Property in connection with the reversion transaction. On information and belief, the title company's refusal



related to uncertainty over the assignments of the Mortgage to FH Partners and then to Shamrock Bank and over whether any other party might claim an as yet unrecorded interest in the Mortgage or Property.

28. Because of the respective assignments, Defendants may improperly claim some right, title, interest, or lien in, on or to the Property adverse to the Annuity Trust. However, by virtue of the reversion, Defendants have no present legal or equitable right, claim, or interest in the Property, which impairs the title of the Annuity Trust.

29. At the time Defendants contracted for assignment of the Mortgage, they were on notice that any interest they could obtain, without Simmons' consent, would be subject to Simmons' possibility of reverter, which is explicitly referred to in the recorded Trustee's Deed predating the granting of the Mortgage and the subsequent assignments. The February 12, 2007 recording of the Trustee's Deed had placed Meridian Bank and all of its successors and assigns, including the Defendants, on notice of Simmons' possibility of reverter.

30. The Mortgage and perforce the subsequent assignments of the Mortgage were subject to the determinable quality of the mortgagor's determinable interest in the Property. The Defendants have no greater interest in the Property than that of Meridian Bank.

31. Because of the acceleration of the Reversion Date and transfer of title to the Property to the Annuity Trust, Great River Enterprises' determinable fee was terminated. As a consequence and pursuant to the Declaratory Order, Meridian Bank's interest in the Property terminated and, as a result, so did the interest of Meridian Bank's successors or assigns, including FH Partners and Shamrock Bank.

32. Defendants' claims are a cloud on the Annuity Trust's title having no legitimate force and effect.

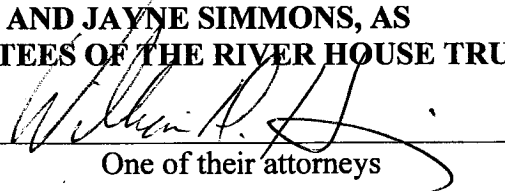
33. As Trustees of the Annuity Trust , the legal owner of the Property, Simmons seek a declaration that title to the Property is vested in the Annuity Trust alone and that Defendants have no estate, right, title, or interest in the Property, and pray that said Defendants be forever enjoined from asserting any estate, right, title, or interest in the Property adverse to Simmons.

34. Simmons have no adequate remedy at law.

**WHEREFORE**, Simmons respectfully requests that this Court enter an order (1) finding that Defendants have no security or other interest in the Property; (2) finding and confirming title to the Property in the Annuity Trust (Qualified Annuity Share of Grantor Income Trust Under Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003) alone in fee simple, free and clear of Defendants' purported claims of interest; (3) enjoining FH Partners LLC, and Shamrock Bank of Florida, and Unknown Parties, as hereinbefore defined, from asserting any estate, right, title or interest in the Property adverse to the Annuity Trust; and (4) for such other relief as the Court deems equitable and just.

Respectfully submitted,

**JOHN AND JAYNE SIMMONS, AS  
TRUSTEES OF THE RIVER HOUSE TRUST**

By:   
One of their attorneys

William D. Heinz (#01176900)  
Russell J. Hoover (#1257544)  
Monica R. Pinciak-Madden (#6270436)  
JENNER & BLOCK LLP  
353 North Clark Street  
Chicago, Illinois 60654

Dated: February 22, 2010

**VERIFICATION**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in the Complaint are true and correct, except as to matters there stated to be on information and belief and as to such statements the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: February 22, 2010

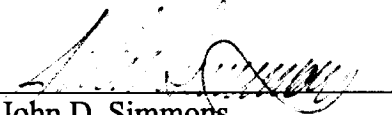
  
\_\_\_\_\_  
John D. Simmons



EXHIBIT A

**Legal Description of the Land**

Parcel 1:

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

EXCEPTING THEREFROM a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds east a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139;

RETAINING thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

ALSO EXCEPTING THEREFROM; Part of Lot 12 in Fairmount; described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346 138.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-301-003

Parcel 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12 in Fairmount located in Section 3 and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

ALSO,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where the Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-020 (Adjacent Tract)  
24-2-07-03-03-301-033 (Lot 1)  
24-2-07-04-00-000-018 (Part of Lot 2)

END OF DOCUMENT



## REAL ESTATE SALE AGREEMENT

THIS REAL ESTATE SALE AGREEMENT (this "*Agreement*") is made and entered into as of the 22nd day of January, 2007, by and between JOHN AND JAYNE SIMMONS, AS TRUSTEES OF THE RIVER HOUSE TRUST DATED AUGUST 21, 2003 ("*Seller*"), and GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP NO. 1, an Illinois limited partnership ("*Purchaser*"). Thad Leach, Trustee of The JDS Exempt Trust dated December 23, 2003 (the "*Simmons Trust*") joins in this Agreement solely for purposes of acknowledging and agreeing to the provisions of Sections 2, 2A(e) and 2B hereof.

In consideration of the premises and of the mutual representations and covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **Property To Be Conveyed.** Subject to the terms and conditions contained herein, Seller shall sell to Purchaser and Purchaser shall purchase from Seller those certain parcels of real property situated in the County of Madison, State of Illinois, as more particularly described on Exhibit A attached hereto and incorporated by reference (the "*Land*"), together with all houses, structures and other improvements of every kind and nature located on the Land, and all rights, privileges, easements, appurtenances and interests belonging or appertaining thereto (together with the Land, the "*Property*").

2. **Consideration.** The consideration for Seller's conveyance of the Property to Seller shall be One Million (1,000,000) shares (the "*Shares*") of the common stock of YTB International, Inc., a Delaware corporation (the "*Issuer*"), which Purchaser shall deliver or cause to be delivered to Seller at Closing (as defined in Section 5). After the Closing, Seller may transfer a portion of the Shares to the Simmons Trust from time to time for estate planning purposes, and if and to the extent Seller does so, Seller and Simmons Trust acknowledge and agree that the Simmons Trust's holding title to any of the Shares shall not affect any obligations of Seller under this Agreement, including without limitation, any obligations of Seller that survive the Closing. To that end, Simmons Trust shall comply with any instructions or directives of Seller relating to the holding or transfer of any Shares that Seller deems necessary or appropriate, in Seller's sole and absolute discretion, in connection with Seller's compliance with this Agreement. The Shares will not be subject to any restrictions other than those required or imposed under or by virtue of applicable federal and state securities laws.

### 2A. **Representations and Acknowledgements of Purchaser Concerning the Shares.**

(a) Purchaser acknowledges that the Shares were acquired directly from the Issuer in private placement transactions made pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "*Act*") and the rules and regulations thereunder, and acknowledges that the Shares have not been registered under the Act.

(b) Purchaser acknowledges that the Shares were acquired for investment purposes only and not with a view to the distribution, resale, subdivision or fractionalization thereof. Purchaser represents that the transfer of the Shares contemplated hereby is being made based upon the Seller's representations in Section 2B hereof.

(c) Purchaser represents and warrants that (i) the Shares to be conveyed by Purchaser pursuant to this Agreement are owned by Purchaser free and clear of any and all liens, charges, security interests, options, encumbrances and claims of any kind or nature (other than securities law restrictions and restrictions referenced in Section 2A(d)) and (ii) the conveyance of the Shares to Seller will transfer title to the Shares, free and clear of all such claims, charges and encumbrances.

(d) Purchaser represents and warrants that the transaction contemplated by this Agreement will not violate the terms of, and is not in contravention of, any agreement that the Purchaser is a party to



(whether with the Issuer, any other stockholder of the Issuer, or otherwise) governing the sale, transfer, gift or other disposition of the Shares; and that any rights of first refusal, redemption, co-sale or similar rights regarding the Shares held by any of such persons have been duly waived, satisfied or applicable consents obtained.

(e) Each of Purchaser and the Seller Parties (as defined hereinafter in Section 2B(a)) agree that they (and their "affiliates," as defined in Rule 144 adopted under the Act ("*Rule 144*") shall report the transfer of the Shares on Form 4 pursuant to Section 16 of the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") as a private sale, with a reported price equal to the Trading Price (as defined in Section 3.1 below) on the Closing Date (as defined in Section 7 below) for each Share for purposes of such Form 4 filing.

**2B. Representations and Acknowledgements of Seller and Simmons Trust Concerning the Shares.**

(a) Each of Seller and the Simmons Trust (collectively, the "*Seller Parties*") represents that Seller is acquiring the Shares for investment purposes only and not with the view to the distribution, resale, subdivision or fractionalization thereof (except, as described in Section 2 above, for the possible transfer of a portion of the Shares to the Simmons Trust from time to time for estate planning purposes, and except for the possible return of the Shares to Purchaser, at Seller's sole discretion, pursuant to Section 3.1 below), and that the transaction contemplated hereby is exempt from the registration provisions of the Act. The Seller Parties represent that Seller (and, to the extent applicable, the Simmons Trust) is acquiring the Shares for its own account and not for the account, benefit or interest, directly or indirectly, of any other person.

(b) The Seller Parties represent that each Seller Party is an "accredited investor" as such term is defined in Rule 501(a) under the Act and is not an associated person of an NASD member firm. The Seller Parties represent that no portion of the Property being conveyed in exchange for the Shares has been provided by the Purchaser for this transaction and that no repurchase rights, options, calls, puts or similar rights (with the exception of the potential return of the Shares to Purchaser, at Seller's sole discretion, in the event of a reversion of the Property to Seller, pursuant to Section 3.1 below) have been granted to the Purchaser regarding the Shares.

(c) The Seller Parties acknowledge that the Shares are "restricted securities" as defined in Rule 144; that the Seller Parties' right to resell the Shares is subject to Rule 144; that, if and when available, if at all, Rule 144 imposes significant volume limitations upon resales made pursuant thereto; and, that the Seller Parties shall not have the allowance for unlimited volume resales afforded by Rule 144(k) even after holding the Shares for a period of two years due to the Seller Parties' status as "affiliates" of the Issuer, as defined in Rule 144. The Seller Parties further acknowledge that Purchaser is an "affiliate" of the Issuer, and, as a result thereof, Seller's holding period for the Shares under Rule 144(d) will only commence upon transfer of the Shares to Seller at the Closing.

(d) The Seller Parties represent and acknowledge (i) the lack of liquidity involved in the ownership of restricted securities; (ii) that the Seller Parties have such knowledge and experience in business matters and are capable of evaluating the merits and risks of investing in the Shares; and (iii) the Seller Parties are able to bear the financial risks of investing in the Shares for an indefinite period of time. In entering into this Agreement the Seller Parties are not relying on any representations of Purchaser concerning the Shares other than those specifically set forth in Section 2A hereof.

(e) The Seller Parties agree to be bound by the transfer restrictions imposed upon the Shares and agree that Seller shall not sell, give, pledge, hypothecate, assign or otherwise transfer (collectively "*transfer*") any of the Shares (except, as described in Section 2 above, for the possible transfer of a portion of the Shares to the Simmons Trust from time to time for estate planning purposes, and except for

the possible return of the Shares to Purchaser, at Seller's sole discretion, pursuant to Section 3.1 below unless and until (i) a registration statement under the Act shall have become effective with respect thereto (and, even in such case, only in accordance with the volume limitations of Rule 144), or (ii) the Issuer shall have received an opinion of counsel satisfactory to the Issuer to the effect that registration under the Act is not required in connection with such proposed transfer (whether as a result of the application of Rule 144 under the Act or otherwise) nor is such proposed transfer in violation of any applicable state securities laws.

(g) The Seller Parties consent to the placement of a legend on the certificate(s) representing the Shares reflecting the fact that they have been acquired for investment purposes only and are restricted securities under Rule 144 and consent to the placing of stop transfer orders in the appropriate records of the Issuer or those of its transfer agent with respect to the Shares.

3. **Title and Deed.** At Closing, Seller shall sell and convey to Purchaser good and marketable fee simple title to the Property by trustee's deed to be prepared by Seller's counsel and reasonably acceptable to Purchaser (the "*Deed*"). The Deed shall contain, among other things, provisions consistent with the following:

3.1. **Possibility of Reverter.** Subject to the remaining provisions of this Section 3.1, the Property shall revert to Seller, its permitted successors, assigns or designees, on December 31, 2011 (the "*Reversion Date*") unless at any time prior to the Reversion Date, the common stock of the Issuer has attained a Trading Price (as hereinafter defined) equal to or greater than Six and 00/100 Dollars (\$6.00) per share (the "*Benchmark Price*") for a period of ninety (90) consecutive trading days, as long as such ninety (90) consecutive trading day period during which the Benchmark Price is attained ends no earlier than the one (1) year anniversary of the Closing Date (as defined in Section 7) (the "*Possibility of Reverter*"). For purposes hereof, the term "*Trading Price*" shall mean: (i) if the Issuer's common stock is listed on a national securities exchange or the Nasdaq Global Market or Nasdaq Capital Market, the last sale price on such day or, if there shall have been no sale on such day, the average of the closing bid and asked prices on such exchange or market on such day; and (ii) if the Common Stock shall be quoted on the OTC Bulletin Board or be quoted by three brokers regularly making a market in such shares in the over-the-counter market, the average of the closing bid and asked prices on such day, furnished by any member of the NASD selected by the Issuer for such purpose. If prior to the Reversion Date the common stock of the Issuer has attained a Trading Price equal to or greater than the Benchmark Price for a period of ninety (90) consecutive trading days (as long as such ninety (90) consecutive trading day period during which the Benchmark Price is attained ends no earlier than the one (1) year anniversary of the Closing Date (as defined in Section 7)), then the Possibility of Reverter shall automatically and irrevocably terminate and be of no further force or effect, and title to the Property shall be held by Purchaser, free and clear of the Possibility of Reverter. If the Property reverts to Seller, its successors, assigns or designees pursuant to the first sentence of this Section 3.1, then Seller, its successors or assigns shall convey and deliver back to Purchaser one million (1,000,000) shares of the common stock of the Issuer, which shares may but are not required to include all or some of the Shares. Notwithstanding the foregoing, in the event that prior to the Reversion Date the common stock of the Issuer has not attained a Trading Price equal to or greater than the Benchmark Price for a period of ninety (90) consecutive trading days (as long as such ninety (90) consecutive trading day period during which the Benchmark Price is attained ends no earlier than the one (1) year anniversary of the Closing Date (as defined in Section 7)), Seller shall have the option, exercisable in Seller's sole and absolute discretion, to waive in writing its right to have the Property revert to Seller pursuant to this Section 3.1, in which case title to the Property shall be held by Purchaser, free and clear of the Possibility of Reverter, and Seller shall be entitled to retain the Shares (or if and to the extent applicable, the proceeds from the sale of any Shares by Seller prior to the Reversion Date). The Benchmark Price and the number of shares of the Issuer to be conveyed and delivered back to Purchaser will be adjusted proportionately if: (i) the Issuer's outstanding shares of common stock are subdivided into a greater number of shares or consolidated into a smaller number of shares, either by reclassification, recapitalization, forward or reverse stock split or otherwise; (ii) there is any reorganization or

reclassification of the Issuer's common stock; or (iii) the Issuer is consolidated or merged with or into or acquired by another entity and the Issuer is not the surviving or resulting entity in such transaction. The Reversion Date will be accelerated automatically upon the occurrence of an Event of Bankruptcy (as defined in Section 3.5), Purchaser's conveyance or attempted conveyance of title to the Property, or Purchaser's waste of the Property, including without limitation, abuse, destructive use, neglect or any act or omission causing material or unreasonable injury, damage or loss to the Property.

3.2. **"As Is" Conveyance.** The Deed shall include provisions consistent with the provisions of Section 5 of this Agreement.

3.3. **Recreational Hunting Easement.** Seller shall reserve for itself, its successors and assigns, invitees and permittees, the non-exclusive right, privilege and permission to enter upon and use the Property from time to time on reasonable dates and at reasonable times for the sole purpose of recreational hunting on the Property. Seller shall provide reasonable prior notice to Purchaser of any proposed entry onto and use of the Property for such purpose, and Seller and Purchaser will work with each other in good faith to coordinate such entry and use by Purchaser.

3.4. **Right of First Refusal.** In the event that the Possibility of Reverter terminates and the Property becomes unencumbered by the Possibility of Reverter, if Purchaser receives a bona fide offer to purchase the Property which offer Purchaser intends to accept, Seller shall have a right of first refusal to purchase the Property from Purchaser on the same terms and conditions as set forth in the bona fide third party offer.

3.5. **Event of Bankruptcy.** For purposes of this Agreement, the term "*Event of Bankruptcy*" means: the Issuer (a) fails to pay, or admits in writing its inability to pay, its debts as they become due, or otherwise becomes insolvent (however evidenced); (b) makes an assignment for the benefit of creditors; (c) files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or any trustee of the Issuer or any substantial part of its property; (d) commences any proceeding relating to the Issuer under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; (e) has commenced against it any such proceeding, or by any act indicates its consent to, approval of, or acquiescence in any such proceeding or the appointment of any receiver of or any trustee for it or of any substantial part of its property; or (f) takes any corporate action to authorize any of the foregoing.

4. **Seller's Contingencies** This Agreement and the obligations of Seller hereunder are subject to Seller's review of the partnership agreement in effect governing Purchaser, and Seller's receipt of such partnership resolutions, certifications and documents reasonably satisfactory to Seller that: (i) Purchaser, acting through Tomer & Associates, Inc. in its capacity as General Partner of Purchaser, has all requisite power and authority to enter into the transactions contemplated by this Agreement; and (ii) this Agreement has been duly authorized, executed and delivered by and is the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

5. **"As Is" Conveyance.** Purchaser agrees that it has examined and investigated the Property to Purchaser's satisfaction and that Purchaser will rely solely upon such examinations and investigations. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER IS ACQUIRING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT SELLER IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SELLER MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Purchaser acknowledges and agrees that Seller's conveyance of the Property in the manner

described in this Section 5 is a material inducement for Seller to enter into the transactions contemplated by this Agreement and that Seller would not have entered into this Agreement but for Purchaser's willingness to agree to the provisions set forth in this Section 5.

**6. Adjustments to Purchase Price; Closing Costs.**

**6.1. Real Estate Taxes.** The Purchase Price to be paid at Closing shall be adjusted at the time of Closing to account for proration of real estate taxes for 2006 and the calendar year in which the Closing occurs. If at the time of the Closing, the final current tax bills for the Property have not been received, then the parties shall prorate on the basis of the most recent available tax bills. In such event, the taxes shall be re-prorated when such final bills are received (said re-proration to be made on the basis of the such final bills). Each party agrees to pay the other any credit due on such re-proration no later than thirty (30) days after such credit becomes ascertainable. All assessments against the Property, if any, due and payable at the time of Closing shall be paid by Seller.

**6.2. Costs.** At the Closing, Purchaser shall pay the cost of obtaining any owner's or mortgagee's policies of title insurance for the Property, any survey of the Property, the recording and filing fees for the Deed, transfer taxes and documentary stamps applicable to the transfer of the Land, and any costs relating to financing obtained by Purchaser. At the Closing, Seller shall pay the cost of recording and filing fees for the release of any mortgages or other security documents relating to any existing loans against the Property being released. The cost of any escrow or closing fees charged by the Title Company shall be shared equally between Purchaser and Seller. Each party hereto shall be responsible for the payment of the respective attorneys' fees incurred by such party in connection with the transaction contemplated by this Agreement.

**7. Closing.** The closing of the transactions contemplated by this Agreement (the "*Closing*") shall occur at the offices of a title company designated by Purchaser on January 24, 2007, or on such other date as may be mutually agree to by Seller and Purchaser in writing (the "*Closing Date*"). At the Closing, Seller shall deliver to Purchaser the original executed and acknowledged Deed, Purchaser shall deliver or cause to be delivered to Seller a certificate or certificates representing the Shares, and the parties shall execute and deliver such other documents as shall be reasonably required to consummate the transactions contemplated by this Agreement, including without limitation, resolutions of the Board of Directors of Tomer & Associates, Inc., the sole General Partner of Purchaser, authorizing and approving Purchaser's consummation of the transactions contemplated by this Agreement.

**8. Post-Closing Covenants.** Purchaser acknowledges and agrees that the caretaker of the Property who is employed by Seller and resides in the carriage house located on the Land is hereby permitted to continue to reside in such carriage house free of charge by Purchaser until March 31, 2007; *provided, however*, that Seller will bear responsibility for any and all costs of such caretaker's post-Closing residence, including without limitation, the cost of utilities and insurance attributable thereto.

**9. Real Estate Brokers.** Seller represents and warrants to Purchaser that Seller has not engaged any broker, finder or agent in connection with the transactions contemplated by this Agreement other than Quinn Kane ("*Seller's Broker*"). Seller shall have sole responsibility and liability for the payment of any and all commissions or fees of Seller's Broker. Purchaser represents and warrants to Seller that Purchaser has not engaged any broker, finder or agent in connection with the transactions contemplated by this Agreement other than Peggy Stillwell ("*Purchaser's Broker*"). Purchaser shall have sole responsibility and liability for the payment of any and all commissions or fees of Purchaser's Broker. If any person or entity other than Seller's Broker or Purchaser's Broker shall assert a claim for a fee, commission or other compensation on account of alleged engagement as a broker, finder or agent for either Purchaser or Seller in connection with this Agreement, then the party alleged to have retained such person or entity shall: (i) indemnify and hold harmless the other party from and against any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceedings

brought thereon (including, without limitation, attorneys' fees and court costs in defending such claim); and (ii) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. The provisions of this Section shall survive the Closing or any termination of this Agreement without Closing.

10. **Survival of Covenants and Agreements.** All covenants, agreements, indemnifications, representations and warranties contained herein shall survive the Closing Date and delivery of the Deed and the Shares.

11. **Amendments; Modifications.** This Agreement may not be changed, modified or amended, in whole or in part, except in writing signed by the parties.

12. **Assignment.** The rights and obligations under this Agreement may not be assigned or transferred without the prior written consent of the other party.

13. **Counterparts.** This Agreement may be executed on any number of separate counterparts, and all such counterparts shall constitute one agreement binding on the parties.

14. **Counterpart Facsimile Execution.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or e-mail will be treated as an original document. The signature of any party thereon, for purposes hereof, will be considered as an original signature, and the document transmitted will be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or e-mail document is to be re-executed in original form by the parties who executed the facsimile or e-mail document. No party may raise the use of a facsimile machine or e-mail or the fact that any signature was transmitted through the use of a facsimile machine or e-mail as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this Section.

15. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations and discussions of the parties, whether oral or written.

16. **Further Assurances.** The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

17. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.

18. **Notices.** All notices, consents, requests, demands and other communications hereunder are to be in writing, and are deemed to have been duly given or made: (i) when delivered in person; (ii) three days after deposited in the United States mail, first class postage prepaid; or (iii) in the case of overnight courier services, one business day after delivery to a widely recognized overnight courier service (e.g., Federal Express, DHL, etc.) with payment provided for; in each case, addressed as follows:

If to Seller:	The River House Trust dated August 21, 2003 c/o John D. Simmons 707 Berkshire Boulevard East Alton, Illinois 62024
---------------	---

If to Purchaser: Great River Enterprises Limited Partnership No. 1  
c/o Stillwell Law Office, P.C.  
112 West Homer Adams Parkway  
Alton, Illinois 62002

or to such other address as any party may designate by notice to the other party in accordance with the terms of this Section.

19. **Severability.** Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

20. **Signatory Authority.** Each person signing this Agreement on behalf of Seller and Purchaser, as applicable, acknowledges that he or she has the requisite authority and capacity to enter into this Agreement and to bind the party on whose behalf he or she signs this Agreement to the covenants and agreements set forth herein.

21. **Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

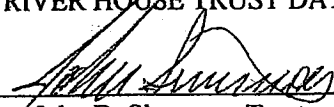
22. **Third-Party Beneficiary.** This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person or entity has any right, benefit, priority or interest under or because of the existence of this Agreement.

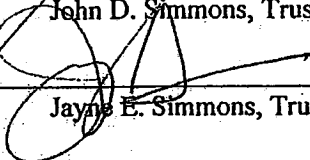
*[next page is signature page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Seller:**

THE RIVER HOUSE TRUST DATED AUGUST 21, 2003

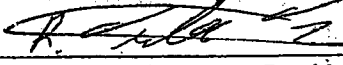
By:   
John D. Simmons, Trustee

By:   
Jayne E. Simmons, Trustee

**Purchaser:**

GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP  
NO. 1

By: Tomer & Associates, Inc., General Partner

By:   
R. Franklin Tomer, President

The provisions of Sections 2, 2A(e) and 2B are hereby acknowledged and agreed to:

~~THE JDS EXEMPT TRUST DATED DECEMBER 23, 2003~~

By:   
Thad Leach, Trustee

EXHIBIT A

**Legal Description of the Land**

Parcel 1:

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

EXCEPTING THEREFROM a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds east a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139;

RETAINING thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

ALSO EXCEPTING THEREFROM; Part of Lot 12 in Fairmount; described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346 138.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-003

Parcel 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12 in Fairmount located in Section 3



and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

ALSO,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where the Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road; or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-020 (Adjacent Tract)  
24-2-07-03-03-301-033 (Lot 1)  
24-2-07-04-00-000-018 (Part of Lot 2)



18.

2007R07384

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDER'S OFFICE

02/12/2007 02:48PM

DANIEL E. DOBOSKO  
RECORDER

REG. FEE: 28.00  
CO. STAMP FEE: 645.25  
ST. STAMP FEE: 1850.50  
FEE PER PAGE: 10.00  
PAGE: 7

STATE OF ILLINOIS  
FEB. 12. 07  
MADISON COUNTY

STATE & COUNTY  
# 00887204

REAL ESTATE  
TRANSFER TAX  
0283575  
FPS2866 ✓

38.00

**First American Title Insurance Company – Midwest**  
# 3 Club Centre Court Suite A  
Edwardsville, IL 62025

This page is being added to provide adequate recording space.

Trustee's Deed

FATIC # 1547137

Prepared by: Stillwell Law Office P.C.  
112 W. Homer Adams Parkway  
Alton, IL 62002

✓ Taxes to Great River Enterprises Limited Partnership # 1  
12 Danforth  
Godfrey, IL 62035

8  
FRIC # 1547137

TRUSTEE'S DEED

THIS INDENTURE WITNESSETH, that JOHN AND JAYNE SIMMONS, AS TRUSTEES OF THE RIVER HOUSE TRUST DATED AUGUST 21, 2003 ("Grantor") for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL, AND CONVEY to GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP NO. 1, an Illinois limited partnership ("Grantee"), whose address is c/o Stillwell Law Office, P.C., 112 West Homer Adams Parkway, Alton, Illinois 62002, that certain real property situated in Madison County, Illinois and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Land"), and all buildings, structures, improvements of every kind located on the Land (together with the Land, the "Property").

Permanent Real Estate Index Numbers: 24-2-07-03-03-301-003  
24-2-07-03-03-301-034  
24-1-07-04-00-000-030  
24-2-07-03-03-301-035  
24-2-07-04-00-000-018

Address of the Property: 12 Danforth, Alton, Illinois 62002

SUBJECT, HOWEVER, to all restrictions, reservations, conditions, easements and exceptions of record, the general taxes for the calendar year 2006 and thereafter, and special taxes becoming a lien after the date of this Deed.

Grantee, by its execution of this Deed, acknowledges and agrees that Grantor's conveyance of the Property to Grantee by this Deed, and Grantee's title to the Property as evidenced by this Deed, is subject to the following:

1. The Property is subject to a possibility of reverter, the specific terms and conditions of which are set forth in Section 3.1 of that certain Real Estate Sale Agreement dated January 22, 2007 between Grantor and Grantee (the "Sale Agreement"; such possibility of reverter to be hereinafter referred to in this Deed as the "Possibility of Reverter"). Reference is hereby made to the Sale Agreement for the terms and conditions of the Possibility of Reverter, which such terms and conditions are hereby incorporated into and made a part of this Deed by this reference.

2. Grantee agrees that it has examined and investigated the Property to Grantee's satisfaction and that Grantee will rely solely upon such examinations and investigations. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT GRANTEE IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT GRANTOR MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grantee acknowledges and agrees that Grantor's conveyance of the Property in the manner described in this Section 2 is a material inducement for Grantor to enter into the transactions contemplated by this Agreement and that Grantor would not have entered into this Agreement but for Grantee's willingness to agree to the provisions set forth in this Section 2.

3. Grantor hereby reserves for itself, its successors and assigns, license and permission, the non-exclusive right, privilege and permission to enter upon and use the Property from time to time on reasonable dates and at reasonable times for the sole purpose of recreational hunting on the Property. Grantor shall provide reasonable prior notice to Grantee of any proposed entry onto and use of the Property for such purpose, and Grantor and Grantee will work with each other in good faith to coordinate such entry and use by Grantor.

4. In the event that the Possibility of Reverter terminates and the Property becomes unencumbered by the Possibility of Reverter, if Grantee receives a bona fide offer to purchase the Property which offer Grantee intends to accept, Grantor shall have a right of first refusal to purchase the Property from Grantee on the same terms and conditions as set forth in the bona fide third party offer.

The covenants set forth in numbered Sections 1, 3 and 4 above agreements shall run with the Property and shall be binding on Grantee and its successors in title to the Property and all tenants, licensees or other occupants thereof. Grantor, and its successors and assigns have the right to specifically enforce the foregoing covenants, the parties agreeing that monetary damages resulting from a breach of any of such covenants would be difficult if not impossible to ascertain.

TO HAVE AND TO HOLD the same, together with all improvements thereon and all rights and appurtenances to the same belonging, unto Grantee and to its successors and assigns forever. This Deed is executed pursuant to and in the exercise of the power and authority granted to and vested in the trustees by the terms of the trust indenture applicable to Grantor and referenced in the first paragraph of this Deed.

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents as of the 24th day of January, 2007.

Grantors

RIVER HOUSE TRUST DATED AUGUST 21, 2003

By:  \_\_\_\_\_  
Julia Simmons, Trustee

By:  \_\_\_\_\_  
Jayne Simmons, Trustee

Grantee

GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP NO. 1

By: Tomer & Associates, Inc., General Partner

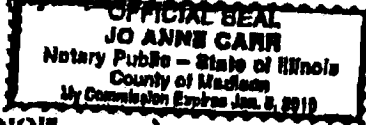
By:  \_\_\_\_\_  
R. Franklin Tomer, President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

On this 24th day of January, 2007, before me appeared John Simmons, to me personally known, who, being by me duly sworn did say that he is a Trustee of The River House Trust dated August 21, 2003, and said John Simmons acknowledged that, in his capacity as Trustee, he executed the foregoing instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

My Commission Expires \_\_\_\_\_



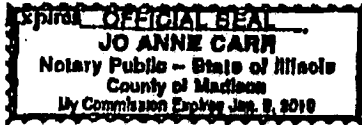
*[Signature]*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

On this 24th day of January, 2007, before me appeared Jayne Simmons, to me personally known, who, being by me duly sworn did say that she is a Trustee of The River House Trust dated August 21, 2003, and said Jayne Simmons acknowledged that, in her capacity as Trustee, she executed the foregoing instrument as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

My Commission Expires \_\_\_\_\_



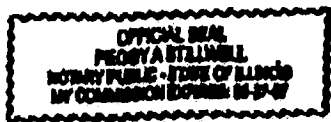
*[Signature]*  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

On this 24th day of January, 2007, before me appeared R. Franklin Tomer, to me personally known, who, being by me duly sworn did say that he is the President of Tomer & Associates, Inc., an Illinois corporation and the General Partner of Great River Enterprises Limited Partnership No. 1, an Illinois limited partnership, and said R. Franklin Tomer acknowledged that, in his capacity as President, he executed the foregoing instrument as the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

My Commission Expires 9/27/07



*[Signature]*  
Notary Public



14

2007R63368

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

12/11/2007 11:41AM

FATIC # 1753426

This document was prepared by:  
MERIDIAN BANK.....  
200 West Third Street.....  
Alton, IL 62002.....

DANIEL E. DONOHOO  
RECORDER

REC FEE: 22.00  
RHSPS FEE: 10.00  
PAGES: 8

When recorded, please return to:  
MERIDIAN BANK.....  
200 West Third Street.....  
Alton, IL 62002.....

32.00

State of Illinois

Space Above This Line For Recording Data

**MORTGAGE**

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is .....12-06-2007..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Great River Enterprises Limited Partnership No. 1  
1901 E. Edwardsville Road  
Wood River, IL 62095

LENDER: MERIDIAN BANK  
Organized and existing under the laws of the state of Illinois  
200 West Third Street  
Alton, IL 62002

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender the following described property:

See Attached Exhibit A

The property is located in .....Madison..... at 12 Danforth Road.....  
(County)  
.....Alton..... Illinois .....62002.....  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
Universal Note in the name of Great River Enterprises Limited Partnership No.1 in the amount of \$1,300,000.00.



B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

8. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

(page 2 of 6)

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys, mortgages and warrants to Lender as additional security all the right, title and interest in the following (all referred to as Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (all referred to as Leases); and rents, issues and profits (all referred to as Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default.

Upon default, Mortgagor will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

13. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to foreclose against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not sold on foreclosure.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

(page 3 of 6)

**14. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

**15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**16. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**17. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the loan. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

(page 4 of 6)

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**18. ESCROW FOR TAXES AND INSURANCE.** If otherwise provided in a separate agreement, Mortgagor may be required to pay to Lender funds for taxes and insurance in escrow.

**19. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**20. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**21. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**22. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**23. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

24. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 1,300,000.00. This limitation of amount does not include interest, attorneys fees, and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - Condominium Rider     Planned Unit Development Rider     Other .....
- Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

- If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

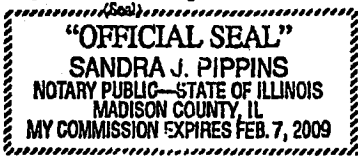
Great River Enterprises Limited Partnership No. 1

.....  
 (Signature) Tomer & Associates, Inc., General Partner (Date) (Signature) (Date)

**ACKNOWLEDGMENT:**

(Individual) STATE OF Illinois COUNTY OF Madison } ss.  
 This instrument was acknowledged before me this 6th day of December, 2007  
 by James L. Tomer

My commission expires:



(Notary Public)

EXHIBIT A

Parcel 1:

Lots Numbered 11 and 12 in Fairmount, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

Excepting therefrom a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds East a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346-139;

Retaining thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346-139.

Also excepting therefrom; Part of Lot 12 in Fairmount, described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 seconds East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346-138.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 24-2-07-03-03-301-003

PARCEL 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12

EXHIBIT A CONT.

In Fairmount located in Section 3 and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

Also,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where to Section line running North and South; between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as arc parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 24-2-07-03-03-301-034 (Part of Lot 2)  
Permanent Parcel No. 24-1-07-04-00-000-020 (adjacent tract)  
Permanent Parcel No. 24-2-07-03-03-301-033 (Lot 1)  
Permanent Parcel No. 24-2-07-04-00-000-018 (Part of Lot 2)

Note: For informational purposes only, the land is known as:

12 Danforth Road  
Alton, IL 62002

**END OF DOCUMENT**





**ORIGINAL CONTRACTOR'S  
CLAIM FOR MECHANICS LIENS**

STATE OF ILLINOIS

COUNTY OF MADISON

The claimant, Terry Braswell, an individual (Claimant), with an address at 300 Stephenson, South Roxana, Illinois, hereby files his original contractor's claim for mechanics liens on the Real Estate (as hereinafter described) and against the interest of the following entity in the Real Estate: Great River Enterprises Limited Partnership No. 1, Tomar & Associates, Inc., J. Lloyd Tomar and Christine Tomar and any other person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner.

2008030560

STATE OF ILLINOIS  
JANES COUNTY  
TOLSON RECORDS OFFICE  
03/14/2008 10:15AM

DAVID E. DORRHOOD  
Recorder

FILED PER 72-08  
PAGE: 1

32.00ck2952

Claimant states as follows:

1. On or about January, 2007, and subsequently, Owner owned fee simple title to the real estate (including all land and improvements thereon) (Real Estate) in Madison County, Illinois, commonly known as 12 Danforth Place, Godfrey, Illinois, and legally described as follows:

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

The permanent real estate tax numbers are:

24-2-07-03-03-301-003  
 24-2-07-03-03-301-004  
 24-1-07-04-03-000-028  
 24-2-07-03-03-301-003  
 24-2-07-04-03-000-018

2. Claimant made a contract (Contract) with J. Lloyd Tomar, under which Claimant agreed to provide all necessary labor, material, and work to landscape the grounds and upgrade, repair and renovate the Real Estate for the original Contract amount of \$1,000,000 with a minimum of \$10,000 per month until full amount satisfied.
3. The Contract was entered into by J. Lloyd Tomar individually or as Owner's agent, and the work was performed with the knowledge and consent of Owner. Owner knowingly permitted Terry Braswell to enter into the Contract for the improvement of the Real Estate.
4. Claimant performed work valued in the amount of \$1,000,000 at the request of J. Lloyd Tomar, as Owner's agent or as an entity authorized by Owner or knowingly permitted by Owner as aforesaid.
5. Claimant completed the work for which Claimant claims a lien on or about January 18, 2008 when J. Lloyd Tomar directed he not return to the property.

6. As of the date hereof, there is due, unpaid, and owing to Claimant the principal sum of \$1,000,000 subject to offset, which principal amount bears interest at the statutory rate of 10 percent per annum. Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$1,000,000 plus interest.

Dated August 12, 2008

Terry Braswell  
By: Terry Braswell

This document has been prepared by Jack Cranley, Attorney at Law

Terry Braswell  
a/o Jack P. Cranley  
2 Butternut Lane  
Glen Carbon, Illinois 62034

PIN: 24-2-07-03-03-301-003  
24-2-07-03-03-301-034  
24-1-07-04-00-000-020  
24-2-07-03-03-301-033  
24-2-07-04-00-000-018

VERIFICATION

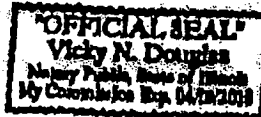
STATE OF ILLINOIS            )  
  ) ss:  
COUNTY OF Madison         )

Terry Braswell, being first duly sworn on oath, states that he is Claimant, an individual, that he is authorized to sign this verification to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.

Terry Braswell

Subscribed and sworn to before me this  
12<sup>th</sup> day of August, 2008.

Vicky N. Douglas  
Notary Public



**EXHIBIT A**

**Legal Description of the Land**

**Parcel 1:**

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 18, Northeast Quarter of Section 18, and the Fractional Southwest Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plan thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14, Pages 2, 3, and 4.

**EXCEPTING THEREFROM** a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 15 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point thence Northwesterly along the West line of said Lot 11 a distance of 582.25 feet to the point of beginning; thence North 38 degrees 16 minutes 43 seconds east a distance of 399.13 feet to a point; thence Northwesterly to a point in the East line of Lot 12; which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 13); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 582.25 feet North of the Southwest corner of said Lot 11; point of beginning, and as conveyed by Correction Quit Claim Deed to Helen Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

**RETAINING** therein a Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described, subject to the restrictions on said "Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

**ALSO EXCEPTING THEREFROM:** Part of Lot 12 in Fairmount, described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence southeasterly South 34 degrees 23 minutes 08 feet East along said lot division line a distance of 348.36 feet; thence South 55 degrees 36 minutes 53 seconds West a distance of 340.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 399.13 feet North 38 degrees 16 minutes 43 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 423.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Helen Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0525 as Document No. 2346 139.

Situated in the County of Madison and State of Illinois.

FPN: 24-3-07-03-03-301-003

**EXHIBIT**

Lots 1 and 2 in the First Plat of Helen Peter Subdivision, as per plat thereof recorded in Plat Book 89 Page 138, being a subdivision of Lot 13 and Part of Lots 11 and 12 in Palmettos located in Section 3 and 4, Township 3 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

**ALSO,**

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 3 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows: Beginning at a point on the Southern line of the Hop-Hollow Road, so-called, said point being 373 feet South 48 degrees 45 minutes West. From where the Section line running North and South, between Sections 3 and 4, would intersect the Southern line of said Hop-Hollow Road thence from said beginning point South 23 degrees 13 minutes West 318 feet to a point thence South 43 degrees 20 minutes West 111 feet to a point thence South 25 degrees 13 minutes West 149 feet to a point thence South 26 degrees 21 minutes West 300 feet to a point thence South 8 degrees 9 minutes East 188 feet to the Northern line of the right of way of the Chicago, Peoria and St. Louis Railway, thence Northerly along the Northern line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge thence Northerly 949 feet more or less to point of beginning. Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Allen-Hop-Hollow Road, or any other road, or land lying therein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Rowman.

Situated in the County of Madison and State of Illinois.

PPH: 24-3-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-039 (Adjacent Tract)  
24-3-07-03-03-301-033 (Lot 1)  
24-3-07-04-00-000-018 (Part of Lot 2)

**END OF DOCUMENT**

DOC 80727094 Pg 8 of 7

DOC 80727094 Pg 4 of 4

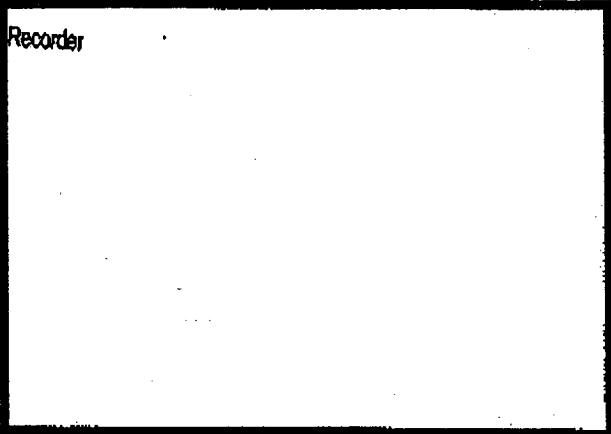


Received

JUN 25 2009

RELEASE OF ORIGINAL CONTRACTOR'S CLAIM FOR MECHANICS LIENS

Madison County Recorder



STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF MADISON )

This is to certify the Property subject to that certain lien owned and held by the undersigned bearing the date of August 12, 2008 recorded in the Madison County Recorders Office Document # 2008R38560 as against the interest of the following entities in the Real Estate: Great River Enterprises Limited Partnership No. 1, Tomer & Associates, Inc., J. Lloyd Tomer and Christine Tomer and any other person claiming an interest in the Real Estate (as hereinafter described) by, through, or under Owner from the Original Mechanics Lien is hereby released according to the statutes.

Claimant states as follows:

- 1. The property subject to the lien by the Original Contractor's Claim For Mechanics Lien filed in Madison County Recorders Office as Document # 2008R38560 on August 12, 2008 is hereby released. The lien was imposed upon the following properties and the property is hereby relieved of the lien referenced herein:

The permanent real estate tax numbers are: 24-2-07-03-03-301-003  
24-2-07-03-03-301-034  
24-1-07-04-00-000-020  
24-2-07-03-03-301-033  
24-2-07-04-00-000-018

Dated: June 24, 2009

*Terry Braswell*  
By: Terry Braswell

This document has been prepared by Jack Cranley, Attorney at Law

Terry Braswell  
c/o Jack P. Cranley  
2 Butternut Lane  
Glen Carbon, Illinois 62034

**VERIFICATION**

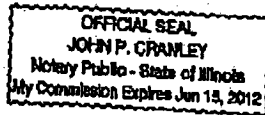
STATE OF ILLINOIS        )  
                                  ) ss.  
COUNTY OF Madison     )

Terry Braswell, being first duly sworn on oath, states that he is Claimant, an individual, that he is authorized to sign this release of lien to the foregoing original contractor's claim for mechanics lien, that he has read the original contractor's claim for mechanics lien, and that the statements contained therein are true.

Terry Braswell

Subscribed and sworn to before me this  
24 day of June, 2009.

John P. Cranley  
Notary Public







**JENNER & BLOCK**

September 17, 2008

Jenner & Block LLP  
330 N. Wabash Avenue  
Chicago, IL 60611-7603  
Tel 312 222-9350  
www.jenner.com

Chicago  
New York  
Washington, DC

**VIA UPS OVERNIGHT DELIVERY**

Mr. Tomer  
c/o Attorney Ray Stillwell  
Stillwell Law Offices, P.C.  
P.O. Box 8063  
112 W. Homer Adams Pkwy.  
Alton, IL 62002-8063

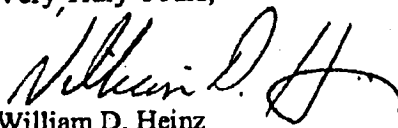
William D. Heinz  
Tel 312 923-2763  
Fax 312 840-7763  
wheinz@jenner.com

Dear Mr. Stillwell:

This firm has been engaged by Mr. and Mrs. John Simmons and the River House Trust in connection with the real estate located at 12 Danforth, Alton, Illinois. By virtue of a newspaper article dated Aug. 31, 2008 our client has learned for the first time that without our client's consent your client Mr. Tomer has allowed the real estate at 12 Danforth to become encumbered by a \$1.3 million mortgage and a \$1,000,000 mechanics lien.

As you know, the interest in this real estate acquired by the Tomer affiliated entity is subject to a duly recorded Trustee's Deed expressly noting the possibility of a reverter as set forth in the Sales Agreement between Grantor and Grantee dated January 22, 2007, and incorporated by reference in the recorded deed. As a consequence, our clients' position is senior to these subsequent encumbrances. To the extent, however, that reversion occurs and there is any contention to the contrary, and/or our clients incur costs or expenses, including attorneys fees, to resolve any such encumbrances, we have been instructed to pursue all appropriate legal and equitable remedies against your client.

Very Truly Yours,

  
William D. Heinz

WDH:dlr

cc: Meridian Bank  
Terry Braswell c/o Jack P. Cranley Attorney at Law



September 25, 2008

Ms. Sandra Stammer, CEO  
Mr. Kent Rhoads  
Meridian Bank  
200 W. 3rd St.  
Alton, IL 62002

William D. Heinz  
Tel 312 923-2763  
Fax 312 840-7763  
wheinz@jenner.com

Dear Ms. Stammer and Mr. Rhoads:

Enclosed please find a letter I sent to Meridian Bank on September 17, 2008. At the time I sent the letter, I was not aware of your position at Meridian Bank and I wanted to make sure you received a copy.

Very truly yours,

William D. Heinz

WDH:dlr

**EXHIBIT 8**



2009R15103

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

03/26/2009 03:21PM

*aw*

Prepared By and Return To:  
Deann Anderson  
FH Partners LLC  
Post Office Box 8216  
Waco, Texas 76714-8216  
(254) 761-2800

DANIEL R. DONOHOO  
RECORDER

REC FEE: 19.00  
RHSPS FEE: 10.00  
PAGES: 5

Sort No.: 53.01  
Asset Name: Great River Enterprises Limited Partnership No. 1  
FCSC Asset No.: 3386053100  
Property Location: Alton, Madison IL 62002

**ASSIGNMENT OF LOAN AND LIENS**

*29,000.00*  
*2/11/09*

Federal Deposit Insurance Corporation, as Receiver for Meridian Bank (the "Assignor"), having an address, for purposes of this Assignment, of 1601 Bryan Street, Dallas, Texas 75201, hereby sells, transfers, assigns, and conveys to FH Partners LLC (the "Assignee"), a Texas limited liability company, having an address of P.O. Box 8216, 6400 Imperial Drive (delivery only), Waco, Texas 76714-8216, without recourse or warranty, express or implied, except only as specifically provided in that certain Loan Sale Agreement dated February 13, 2009, by and among Assignor and Assignee (the "Agreement"), all right, title, and interest in the Loans (as such term is defined in the Agreement) (whether one or more, herein so called) identified in Attachment I, attached hereto and made a part hereof, together with, and all documents and instruments evidencing, securing, governing and guaranteeing the indebtedness evidenced by the Assets and all renewals, modifications, amendments, supplements and restatements thereof (collectively, the "Collateral Documents"), including, without limitation, those more specifically described in Attachment I.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY THE FDIC IN ITS CORPORATE CAPACITY OR AS RECEIVER

IN WITNESS WHEREOF, this Assignment of Loan and Liens is executed effective as of February 13, 2009.

ASSIGNOR:

Federal Deposit Insurance Corporation, as Receiver for  
Meridian Bank

By: *Deborah Butler*  
Name: Deborah Butler  
Title: Attorney-in-Fact

EXHIBIT 9

**THE STATE OF TEXAS  
COUNTY OF MCLENNAN**

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Deborah Butler, who is the Attorney-in-Fact for Federal Deposit Insurance Corporation, as Receiver for Meridian Bank, pursuant to that certain Limited Power of Attorney dated February 12, 2009 and filed March 4, 2009 in McLennan County, Texas as Instrument number 2009006322, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said bank and in the capacity therein stated.

Given under my hand and seal of office this 18th day of March, 2009



*Deann Anderson*  
\_\_\_\_\_  
Notary Public, State of Texas

**Attachment I**

Asset Name: Great River Enterprises Limited Partnership No. 1

Purchaser's Asset No.: 3386053100

Property Location: Alton, Madison IL 62002

---

Universal Note dated December 06, 2007, in the original principal amount of \$1,300,000.00, executed by Great River Enterprises Limited Partnership No. 1 payable to the order of Meridian Bank.

Mortgage (With Future Advance Clause) dated December 06, 2007 executed by Great River Enterprises Limited Partnership No. 1 in favor of Meridian Bank in the amount of \$1,300,000.00 recorded on December 11, 2007 as No. 2007R63368 in the Office of the Recorder, Madison County, State of Illinois.

EXHIBIT A

**Parcel 1:**

Lots Numbered 11 and 12 in Fairmount, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

Excepting therefrom a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds East a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346-139;

Retaining thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346-139.

Also excepting therefrom; Part of Lot 12 in Fairmount, described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 seconds East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346-138.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 24-2-07-03-03-301-003

**PARCEL 2:**

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12



EXHIBIT A CONT.

in Fairmount located in Section 3 and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

Also,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where to Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

Permanent Parcel No. 24-2-07-03-03-301-034 (Part of Lot 2)  
Permanent Parcel No. 24-1-07-04-00-000-020 (adjacent tract)  
Permanent Parcel No. 24-2-07-03-03-301-033 (Lot 1)  
Permanent Parcel No. 24-2-07-04-00-000-018 (Part of Lot 2)

Note: For informational purposes only, the land is known as:

12 Danforth Road  
Alton, IL 62002

**END OF DOCUMENT**



IN THE CIRCUIT COURT  
FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

---

TERRY LYNN BRASWELL and  
TERESA EILEEN BRASWELL,

Plaintiffs,

v.

No. 08-L-582

J. LLOYD TOMER, an individual,  
GREAT RIVER ENTERPRISES LIMITED  
PARTNERSHIP NO. 1, an Illinois limited partnership,  
YOURTRAVELBIZ.COM, INC., an Illinois corporation,  
and TOMER & ASSOCIATES, an Illinois corporation,

Defendants.

CHRISTINE TOMER, an individual,

Respondent in Discovery.

MERIDIAN BANK, an Illinois Bank,

Necessary Party.

**FILED**

APR 22 2009

CLERK OF CIRCUIT COURT #77  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

---

**PETITION OF JOHN AND JAYNE SIMMONS, TRUSTEES FOR THE RIVER HOUSE  
TRUST, FOR LEAVE TO INTERVENE AND FOR LEAVE TO FILE  
COUNTERCLAIMS AND THIRD-PARTY CLAIM**

John and Jayne Simmons, as Trustees of the River House Trust, by their attorneys, move this Court to enter an order granting them (1) leave to intervene in this proceeding pursuant to 735 ILCS 5/2-408(a) and (2) leave to file counterclaims against Terry Braswell and Great River Enterprises Limited Partnership No. 1 and a third-party claim against the Federal Deposit Insurance Company, solely in its capacity as receiver for Meridian Bank. In support of this petition, John and Jayne Simmons state as follows:

EXHIBIT 10

## FACTUAL BACKGROUND

1. In late January 2007, John and Jayne Simmons, as trustees of the River House Trust dated August 21, 2003, entered into an Agreement with Great River Enterprises Limited Partnership No. 1 (“Great River Enterprises”)—a named defendant in this action—for the transfer of certain parcels of real property located at 12 Danforth in Alton, Illinois (the “Property”).

2. In exchange for the transfer of the Property, J. Lloyd Tomer, acting through Great River Enterprises, agreed to provide the Simmons with 1,000,000 shares of the common stock of YTB International, Inc. (“YTB”).

3. The Agreement granted the Simmons an express Possibility of Reverter. According to Section 3.1 of the Agreement, the Property would revert to the Simmons on December 31, 2011 (the “Reversion Date”) unless, at any time prior to the Reversion Date, the common stock of YTB had attained a certain “Trading Price” for a specified period of time.

4. Section 3.1 of the Agreement further provides for the automatic acceleration of the Reversion Date upon the occurrence of certain events, including “an Event of Bankruptcy,” a conveyance or attempted conveyance of title to the Property, or a “waste” of the Property.

5. The transfer of the Property was reflected in a Trustee’s Deed, dated January 24, 2007, which was duly recorded in the Madison County Recorder’s Office on February 12, 2007. The publicly recorded Trustee’s Deed expressly references the Possibility of Reverter granted to the Simmons and further incorporates by reference the terms and conditions of the Agreement, including the terms and conditions of the Possibility of Reverter.

6. Through a public records search in Madison County on or about September 1, 2008, the Simmons discovered that on December 8, 2007, Great River Enterprises secured a

\$1,300,000 mortgage on the Property through Meridian Bank. The Simmons also discovered that on August 14, 2008, Terry Braswell—one of the plaintiffs in this action—filed a \$1,000,000 contractor’s claim for mechanics lien on the Property and against the interest of Great River Enterprises, Tomer & Associates, Inc., J. Lloyd Tomer, and Christine Tomer.

7. After discovering the mortgage and the mechanics lien, the Simmons sent various letters to counsel for Mr. Tomer and Great River Enterprises. In that correspondence, the Simmons expressly noted their Possibility of Reverter and demanded that Great River Enterprises take any and all steps necessary to remove the mortgage and the mechanics lien from the Property. Such communications continued into 2009.

8. On or about April 2, 2009, Mr. Braswell forwarded a copy of his Second Amended Complaint to the Simmons. In Count 10 of that Second Amended Complaint, Mr. Braswell seeks to foreclose on the mechanics lien and asserts that “other parties,” including the “Trust of John and Jayne Simmons,” may have or claim some interest in the Property and that interest is “subordinate and inferior to the rights of the Plaintiffs.” Second Amended Complaint ¶ 34. As part of their request for relief, the Braswells demand that the Property “be sold as the Court may direct to satisfy the amount due to Plaintiffs.”

#### **RELIEF REQUESTED**

9. The Simmons seek to intervene as of right, pursuant to 735 ILCS 5/2-408(a), because their interest in the Property that is the subject of Mr. Braswell’s mechanics lien—a possibility of reverter—stands to be adversely affected by Mr. Braswell’s efforts to foreclose that lien and because the representation of the Simmons’ interests by the existing parties is inadequate and the Simmons may be bound by an order or judgment in this action.

10. In order to protect their interest in the Property, the Simmons further request that this Court grant them leave to file the attached counterclaims against Terry Braswell and Great River Enterprises and a third-party claim against the Federal Deposit Insurance Corporation, solely in its capacity as receiver for Meridian Bank.

11. As set forth in the attached Counterclaims and Third-Party Claim, it is the Simmons' position that Mr. Tomer, through Great River Enterprises, has committed a "waste" of the Property within the meaning of the Agreement by (1) encumbering the Property with and failing to resolve the \$1,000,000 Braswell mechanics lien; and (2) placing a \$1,300,000 mortgage on the Property. Because of this waste, the Reversion Date set forth in the Agreement has accelerated automatically and the Property reverts to the Simmons.

12. It is the further position of the Simmons that their interest in the Property is superior to any interest claimed by either Meridian Bank or Mr. Braswell, and in the attached counterclaims and third-party claim the Simmons seek a declaration from this Court that their interest in the Property is superior to the interest of Mr. Braswell and the interest of Meridian Bank, which was taken over by the FDIC in October 2008.

WHEREFORE, John and Jayne Simmons respectfully request that this Court grant them leave to intervene as of right and to file the attached counterclaims and third-party claim.

Respectfully submitted,

JOHN AND JAYNE SIMMONS,  
AS TRUSTEES OF THE RIVER  
HOUSE TRUST

By: Monica R. Pinciak-Madden  
One of their attorneys

William D. Heinz (#01176900)  
Monica R. Pinciak-Madden (#6270436)  
Jenner & Block LLP  
330 North Wabash  
Chicago, Illinois 60611

Dated: April 22, 2009





**IN THE CIRCUIT COURT  
FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS**

---

TERRY LYNN BRASWELL and  
TERESA EILEEN BRASWELL,

Plaintiffs,

v.

J. LLOYD TOMER, an individual,  
GREAT RIVER ENTERPRISES LIMITED  
PARTNERSHIP NO. 1, an Illinois limited partnership,  
YOURTRAVELBIZ.COM, INC., an Illinois corporation,  
and TOMER & ASSOCIATES, an Illinois corporation,

Defendants.

CHRISTINE TOMER, an individual,

Respondent in Discovery.

MERIDIAN BANK, an Illinois Bank,

Necessary Party.

No. 08-L-582

**FILED**  
APR 22 2009  
CLERK OF CIRCUIT COURT  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

---

**ORDER**

This matter coming to be heard on the Petition of John and Jayne Simmons, Trustees of the River House Trust, for Leave to Intervene and for Leave to File Counterclaims and Third-Party Claim, and the Court having been fully advised in the premises,

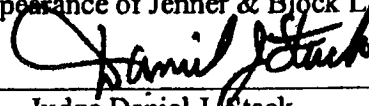
IT IS HEREBY ORDERED:

1. The Petition of John and Jayne Simmons for Leave to Intervene is

ALLOWED ;

2. The Clerk is directed to file the Counterclaims and Third-Party Claim of Interveners John and Jayne Simmons; and

3. The Clerk is directed to file the Appearance of Jenner & Block LLP.



---

Judge Daniel J. Stack

Dated: APR 22 2009, 2009





\* 2009R55007 4 \*

2009R55007

STATE OF ILLINOIS  
MADISON COUNTY

FILED FOR RECORD IN  
THE RECORDERS OFFICE

11/06/2009 01:10PM

DANIEL R. DONOHOO, RECORDER

REC FEE: 22.00

IN THE CIRCUIT COURT  
FOR THE THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

TERRY LYNN BRASWELL and  
TERESA EILEEN BRASWELL,

Plaintiffs,

v.

J. LLOYD TOMER, an individual,  
GREAT RIVER ENTERPRISES LIMITED  
PARTNERSHIP NO. 1, an Illinois limited partnership,  
YOURTRAVELBIZ.COM, INC., an Illinois corporation,  
and TOMER & ASSOCIATES, an Illinois corporation,

Defendants.

CHRISTINE TOMER, an individual,

Respondent in Discovery.

MERIDIAN BANK, an Illinois Bank,

Necessary Party.

JOHN AND JAYNE SIMMONS,  
AS TRUSTEES OF THE RIVER HOUSE TRUST,

Intervenor/Counter-Plaintiffs/  
Third-Party Plaintiffs,

v.

GREAT RIVER ENTERPRISES LIMITED  
PARTNERSHIP NO. 1, an Illinois limited partnership,

Counter-Defendant,

3220CK  
21447

No. 08-L-582

**FILED**

NOV 28 2009

CLERK OF CIRCUIT COURT  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY ILLINOIS

lit Jenner + Black  
353 N. Clark St  
Chicago, IL.  
60654  
3456

TERRY LYNN BRASWELL,

Counter-Defendant, and

FEDERAL DEPOSIT INSURANCE COMPANY,  
SOLELY IN ITS CAPACITY AS  
RECEIVER FOR MERIDIAN BANK,

Third-Party Defendant.

**FILED**

OCT 28 2009

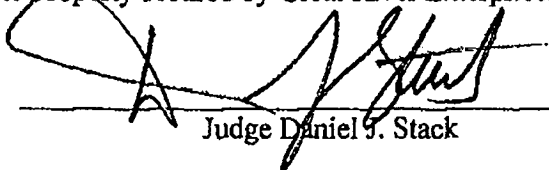
CLERK OF CIRCUIT COURT  
THIRD JUDICIAL CIRCUIT  
MADISON COUNTY, ILLINOIS

**ORDER**

**THIS MATTER COMING TO BE HEARD** on the Motion of John and Jayne Simmons ("the Simmons") for Entry of a Default Judgment Against FDIC, Solely in Its Capacity as Receiver for Meridian Bank, and the Court having been fully advised in the premises,

**IT IS HEREBY ORDERED:**

1. The Motion for a Default Judgment is **GRANTED** / ~~DENIED~~.
2. Third-Party Defendant FDIC, solely in its capacity as receiver for Meridian Bank, is in default for having failed to timely answer or otherwise respond to the Third-Party Claim filed by the Simmons.
3. With respect to Count II of the Verified Counterclaims/Third-Party Claim, it is declared that the interests of the Simmons in the Real Property located at 12 Danforth in Alton, Illinois, are superior to the interests of Meridian Bank and any of its successors or assigns, and that should the Property revert to the Simmons pursuant to the terms of the Real Estate Sale Agreement dated January 22, 2007, between the Simmons, as Trustees of the River House Trust, and Great River Enterprises Limited Partnership No. 1, the Simmons shall take the Property free and clear of the \$1.3 million mortgage on the Property secured by Great River Enterprises through Meridian Bank.



\_\_\_\_\_  
Judge Daniel G. Stack

Dated:                     OCT 28 2009

EXHIBIT A

**Legal Description of the Land**

Parcel 1:

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

EXCEPTING THEREFROM a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds east a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139;

RETAINING thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

ALSO EXCEPTING THEREFROM; Part of Lot 12 in Fairmount; described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346 138.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-003

Parcel 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12 in Fairmount located in Section 3 and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

ALSO,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where the Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-020 (Adjacent Tract)  
24-2-07-03-03-301-033 (Lot 1)  
24-2-07-04-00-000-018 (Part of Lot 2)

END OF DOCUMENT







\* 2 0 0 9 R 5 8 3 2 4 3 \*

2009R58324

STATE OF ILLINOIS  
MADISON COUNTY

FILED FOR RECORD IN  
THE RECORDERS OFFICE

11/30/2009 01:21PM

DANIEL R. DONCHDO, RECORDER

REC FEE: 19.00

RHSPS FEE: 10.00

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Vogel Law Office  
3936 Tamiami Trail North  
Naples FL 34103

FCSC Asset No. 3386053100

09C110

MCTC

29.00

Space Above Line For Recorder's Use Only

**ABSOLUTE ASSIGNMENT AND ASSUMPTION  
OF MORTGAGE AND LOAN DOCUMENTS**

This ABSOLUTE ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND LOAN DOCUMENTS (this "Assignment") is made as of November 4, 2009, by FH Partners LLC, a Texas limited liability company ("Assignor"), in favor of Shamrock Bank of Florida ("Assignee").

1. FOR VALUE RECEIVED, Assignor hereby absolutely and irrevocably endorses, negotiates, sells, assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the "Loan" (such term is defined in a Loan Sale Agreement dated as of November 4, 2009, between Assignor and Assignee), including, without limitation, all of Assignor's right, title, and interest in and to the following:

*Universal Note dated December 6, 2007 in the original principal amount of \$1,300,000.00 executed by Great River Enterprises Limited Partnership No. 1 payable to the order of Meridian Bank, as endorsed by Allonge dated February 13, 2009 executed by Federal Deposit Insurance Corporation as Receiver for Meridian Bank in favor of FH Partners LLC.*

*Mortgage dated December 6, 2007 executed by Great River Enterprises Limited Partnership No. 1 in favor of Meridian Bank, recorded on December 11, 2007 as No. 2007R63368 in the Office of the Recorder, Madison County, Illinois.*

*Assignment of Loan and Liens dated February 13, 2009 executed by Federal Deposit Insurance Corporation as Receiver for Meridian Bank in favor of FH Partners LLC, recorded on March 26, 2009 as No. 2009R15103 in the Office of the Recorder, Madison County, Illinois.*

*Line of Credit Agreement dated December 6, 2007 executed by Great River Enterprises Limited Partnership No. 1 in favor of Meridian Bank.*

*Guaranty dated December 6, 2007 executed by Christine J. Tomer in favor of Meridian Bank.*

*Guaranty dated December 6, 2007 executed by James L. Tomer in favor of Meridian Bank.*

*Guaranty dated December 6, 2007 executed by Christine J. Tomer in favor of Meridian Bank.*

*Commercial Security Agreement dated December 6, 2007 executed by Great River Enterprises Limited Partnership No. 1 in favor of Meridian Bank.*

*Participation Certificate and Agreement dated December 6, 2007 by and between Meridian Bank and Shamrock Bank of Florida.*

*Stock Certificate No. B0325 issued on October 24, 2007 to Great River Enterprises, LP #1.*

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN LOAN SALE AGREEMENT, DATED AS OF NOVEMBER 4, 2009, BETWEEN ASSIGNOR AND ASSIGNEE (the "Loan Sale Agreement").

3. Assignee hereby agrees to and accepts the assignment described in Paragraph 1 above. Assignee hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the borrower under the Loan (the "Borrower") any notice required by law to inform such Borrower that Assignor has transferred its interest in the Loan to Assignee as of the date hereof.


4. Assignee hereby acknowledges and agrees that it shall be solely responsible for compliance with any laws, rules, or regulations governing the ownership, servicing, and/or administration of the Loan from and after the Closing Date.

5. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Absolute Assignment and Assumption of Mortgage and Loan Documents as of the date first set forth above.

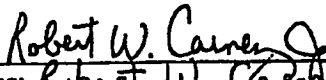
ASSIGNOR:

FH Partners LLC

By:   
Name: DEBORAH D. BUTLER  
Title: Vice President

ASSIGNEE:

Shamrock Bank of Florida

By:   
Name: Robert W. Carney, Jr.  
Title: Senior Vice President

THE STATE OF TEXAS §  
COUNTY OF McLENNAN §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Deborah D. Butler, who is the Vice President for FH Partners LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and partnership and in the capacity therein stated.

Given under my hand and seal of office this 6<sup>th</sup> day of November, 2009.

Angela Goette

Notary Public, State of Texas



THE STATE OF FLORIDA §  
COUNTY OF COLLIER §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Robert W. Carney, Jr., who is the Senior Vice President for Shamrock Bank of Florida, a Florida banking corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said Corporation and in the capacity therein stated.

Given under my hand and seal of office this 12<sup>th</sup> day of November, 2009.

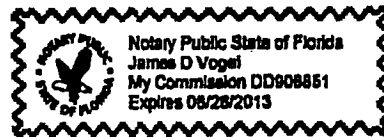
James D. Vogel

Notary Public

My commission expires: 8/28/13

I hereby certify the address of the within named Assignee to be:

Shamrock Bank of Florida  
895 Fifth Avenue South  
Naples, Florida 34102  
Attention: Robert W. Carney, Senior Vice President



By: Robert W. Carney, Jr.  
Name: Robert W. Carney, Jr.  
Title: Senior Vice President

**END OF DOCUMENT**



## AGREEMENT REGARDING REVERSION

THIS AGREEMENT REGARDING REVERSION (this "Agreement") is made as of January 15, 2010 ("Effective Date") between John and Jayne Simmons, as Trustees of The River House Trust Dated August 21, 2003 ("Seller"), and Great River Enterprises Limited Partnership No. 1, an Illinois limited partnership ("Purchaser"). Capitalized terms used but not defined in this Agreement shall have the meaning set forth in the Sale Agreement (as defined below).

### RECITALS

A. Pursuant to that certain Real Estate Sale Agreement dated as of January 22, 2007 (the "Sale Agreement") between Seller and Purchaser, Seller conveyed to Purchaser the real estate located at 12 Danforth, Alton, Illinois, which is legally described on Exhibit A attached hereto and made a part hereof (the "Land"), all improvements located on the Land, and all rights, privileges, easements, appurtenances and interests relating thereto (collectively, the "Property"), on the Closing Date.

B. As consideration for receiving title to the Property, Purchaser transferred to Seller 1,000,000 shares (together with any shares of common stock received by Purchaser pursuant to any reclassification, stock split, stock dividend or similar transaction by reason of Seller's ownership of such 1,000,000 shares, including, without limitation, pursuant to that certain stock split effectuated on July 31, 2007, the "Shares") of the common stock of YTB International, Inc., a Delaware corporation (the "Issuer"), on the Closing Date in accordance with the Sale Agreement.

C. Section 3.1 of the Sale Agreement provides that the Property, in certain events, may or will revert to Seller on the Reversion Date. Section 3.1 of the Sale Agreement further provides that the Reversion Date will be accelerated automatically upon the occurrence of certain events (collectively, the "Acceleration Events"), including the occurrence of waste by Purchaser of the Property.

D. The terms of the reversion of the Property to Seller as set forth in the Sale Agreement were referred to and incorporated by reference in the Trustee's Deed dated January 24, 2007 and recorded in the Office of the Recorder of Deeds of Madison County, Illinois (the "Recorder's Office") on February 12, 2007 as Document No. 2007R07384 from Seller to Purchaser.

E. Purchaser hereby acknowledges that the following Acceleration Events, among other such events, have occurred: (i) Purchaser failed to pay 2008 real estate taxes on the Property, resulting in a lien against the Property exceeding \$56,000 as of the Effective Date, (ii) Purchaser has failed to pay 2008 dues to the Fairmount Committee (the "Association"), entitling the Association to a file lien against the Property in the estimated amount of \$10,000 as of the Effective Date, and (iii) Purchaser has failed to maintain the boilers serving the Property, causing physical damage to the Property.

F. As a result of the Acceleration Events described in Recital E, the Reversion Date has been automatically accelerated pursuant to Section 3.1 of the Sale Agreement.

G. Purchaser and Seller desire to enter into this Agreement to effect an orderly transfer of the Property from Purchaser and Seller on the Reversion Date, as accelerated, in accordance with the Sale Agreement.

### AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and agreements herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are acknowledged by each of Purchaser and Seller hereto to be true and correct and are incorporated into this Agreement by this reference.

2. **Reversion Date.** As a result of the Acceleration Events described in Recital E of this Agreement, Purchaser and Seller hereby acknowledge and agree that the Reversion Date has been automatically accelerated pursuant to Section 3.1 of the Sale Agreement and shall be the date of the Reversion Closing (as defined below). At the Reversion Closing, Purchaser shall convey the Property and the Personal Property (as defined below) to Seller in accordance with the terms of this Agreement.

3. **Closing of the Reversion.**

(a) **Reversion Closing.** The closing of the reversion of the Property from Purchaser to Seller in accordance with the Sale Agreement and on the terms set forth herein (the "**Reversion**") shall occur on or before January 15, 2010 (as the same may be extended by Seller, the "**Reversion Closing**") at the offices of Community Title & Escrow in Alton, Illinois (the "**Title Company**"). If the Reversion Closing has not occurred on or before January 22, 2010 as a result of a default by Purchaser hereunder, Seller may elect, in its sole and absolute discretion, to extend the date of the Reversion Closing to a later date identified in a written notice delivered from Seller to Purchaser on or before January 29, 2010 or exercise any remedy available to Seller under Section 9 of this Agreement.

(b) **Purchaser's Closing Deliveries.** At the Reversion Closing, Purchaser shall deliver or cause to be delivered to the Title Company the following, properly executed and notarized, if applicable:

(i) a warranty deed prepared by Seller and subject only to exceptions approved by Seller (the "**Permitted Exceptions**") pursuant to which Purchaser shall convey the Property to Seller or its designee;

(ii) any transferable warranties or guaranties in Purchaser's possession which are in any way applicable to the Property;

(iii) a certification as to Purchaser's non-foreign status which complies with the provisions of Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended;

(iv) counterpart signature pages to the Lease Agreement dated as of the Reversion Date in the form attached hereto as Exhibit B (the "Lease") between Seller and Lloyd Tomer ("Mr. Tomer") pursuant to which Seller shall allow Mr. Tomer to remain in possession of the Property until February 15, 2010 (the "Surrender Date");

(v) counterpart signature pages to transfer tax declarations prepared by Seller;

(vi) counterpart signature pages to a closing statement, if any, prepared by Seller in connection with the Reversion;

(vii) an owner's affidavit, Gap Undertaking and any other document requested by Seller or the Title Company allowing Seller to obtain an owner's title insurance policy subject only to the Permitted Exceptions, including, without limitation, organizational documents of Seller and any entity controlling Seller (the "Title Clearance Documents"); and

(viii) Blueprints and any other documentation in Purchaser's possession or control relating to the Property or any improvements thereon.

(c) Seller's Closing Deliveries. At the Reversion Closing, Seller shall deliver or cause to be delivered to the Title Company the following, properly executed and notarized, if applicable, provided that the Shares shall be delivered to Purchaser not later than the Surrender Date:

(ix) the Lease;

(x) transfer tax declarations prepared by Seller;

(xi) a closing statement, if any, prepared by Seller in connection with the Reversion;

(xii) a stock power executed by Seller pursuant to which the Shares shall be transferred to Purchaser upon submission to the transfer company by Purchaser; and

(xiii) the Shares.

(d) Closing Costs. Purchaser shall be responsible for the cost of the owner's title insurance policy Seller obtains (including any endorsements thereto) at the Reversion Closing, all transfer taxes relating to the Reversion and one-half of the Title Company's closing escrow fees, provided that Seller shall pay such costs at the Reversion Closing and reduce the Surrender Payment by the amount of such costs. Seller and Purchaser shall each be responsible for the fees and costs of their respective attorneys. No prorations relating to the Property shall be made between Seller and Purchaser in connection with the Reversion.

(e) Certain Payments. Notwithstanding anything to the contrary contained herein, Seller hereby agrees that it will be solely responsible, as of the Reversion Closing, for paying real estate taxes and Association dues for the Property accruing in 2008 and 2009 and invoice 4899 from GRP Mechanical Co. Inc. in the amount of \$63,583.00.

(f) Condition to Closing. The obligations of Seller under this Agreement are contingent and conditional upon the Title Company being prepared to issue an ALTA Owner's Title Insurance Policy (or marked commitment therefor) insuring fee simple title to the Land in Seller (or its designee) in the amount of \$2.5 million subject only to the Permitted Exceptions. If the foregoing condition is not satisfied by January 22, 2010, Seller, at its option, may elect to close the Reversion or terminate this Agreement.

#### 4. Representations and Warranties.

(a) Representations and Warranties of Purchaser. Purchaser represents and warrants that the following are true, complete and correct as of the Effective Date, except with respect to the matters described in the Recitals or Section 3(e) hereof: (i) there is no action, proceeding or investigation pending or threatened against the Property or, if the same could result in a lien or other claim against the Property, against Purchaser, (ii) Purchaser has no knowledge of any governmental authority written notice of any violation of any zoning, building, fire or health code or any other statute, ordinance rule or regulation applicable to the Property, or any part thereof, (iii) no other damage to the Property or Acceleration Event has occurred, (iv) Purchaser is duly organized, validly existing and qualified and empowered to conduct its business, and has full power and authority to enter into and fully perform and comply with the terms of this Agreement, (v) neither the execution and delivery of this Agreement nor its performance by Purchaser will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Purchaser is a party or by which Purchaser is bound, (vi) the individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof, and (vii) Purchaser is the sole owner of the Property and the Personal Property and will convey and deliver them to Seller free and clear of any liens, charges or encumbrances in accordance with this Agreement. The warranties and representations of Purchaser in this Section 4(a) shall be deemed to be remade and restated by Purchaser at the Reversion Closing and on the Surrender Date and shall survive the execution and delivery of this Agreement and the Reversion Closing.

(b) Representations and Warranties of Seller. Seller represents and warrants that the following are true, complete and correct as of the Effective Date: (i) Seller is duly organized, validly existing and qualified and empowered to conduct its business and has full power and authority to enter into and fully perform and comply with the terms of this Agreement, (ii) neither the execution and delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which it is bound, (iii) the individual executing this Agreement and the instruments referenced herein on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions hereof, and (iv) no pending or, to the knowledge of Seller, threatened litigation exists which if determined adversely would restrain the consummation of the transactions contemplated by this Agreement or would declare illegal,



invalid or non-binding any of Seller's obligations or covenants to Purchaser. The warranties and representations of Seller in this Section 4(b) shall be deemed to be remade and restated by Seller at the Reversion Closing and shall survive the execution and delivery of this Agreement and the Reversion Closing.

5. **Covenants of Purchaser.** Until Purchaser has delivered to Seller the Personal Property and possession of the Property in accordance with this Agreement and the Lease, Purchaser covenants and agrees (a) to maintain the Property and the Personal Property in good condition and repair (normal wear and tear excepted), (b) Purchaser shall cooperate in good faith with Seller with respect to any questions regarding the Property or the Personal Property, including, without limitation, the security system and the pool, (c) Purchaser will promptly deliver any notices received by Purchaser or delivered to the Property relating to the Property or the Personal Property, (d) not remove any personal property from the Property prior to the Surrender Date without Seller's prior written consent, (e) not damage or allow damage to the Property or Personal Property or commit or allow to occur another Acceleration Event or other event that would prevent the Seller from remaking and restating the representations and warranties set forth in Section 4(a) hereof as of the Surrender Date, and (f) not to create or consent to the imposition of any lien, lease or tenancy, encumbrance, easement, reservation, limitation, covenant, condition or restriction upon the Property or the Personal Property.

6. **Surrender; Inspection.**

(a) **Surrender of Personal Property and Property.** Purchaser shall deliver to Seller the Personal Property and possession of the Property on the Surrender Date in accordance with this Agreement and the Lease. On the Surrender Date, Seller shall pay Purchaser \$44,000 (less any portion of the Purchaser's closing costs paid by Seller pursuant to Section 3(d) hereof) provided that Purchaser has (i) delivered the Personal Property and the Property to Seller in accordance with this Agreement and the Lease (as the same may be reduced, the "**Surrender Payment**"), (ii) Purchaser has satisfied all of its other obligations hereunder, and (iii) Purchaser has provided Seller Title Clearance Documents dated as of the Surrender Date. On the Surrender Date, Purchaser shall transfer the Personal Property to Seller by a bill of sale prepared by Seller and executed by Purchaser. The term "**Personal Property**" shall mean all personal property now located on the Property except the personal property Seller and Purchaser (or their representatives) have agreed during discussions conducted prior to the Surrender Date in good faith shall be retained by Purchaser.

(b) **Inspection.** From and after the Effective Date, Seller may inspect the Property at any reasonable time after providing Purchaser written notice of one (1) day. If any such inspection reveals that Purchaser has breached any covenant, agreement or obligation hereunder, in addition to the remedies available Seller under Section 9 hereof, Seller may elect to cure such breach and reduce the amount of the Surrender Payment by the amount of the costs incurred by Seller in curing such breach.

7. **Indemnities.** The following indemnities shall survive the execution and delivery of this Agreement and the Reversion Closing:

(a) Purchaser Indemnitors. Each of Purchaser and Lloyd Tomer (the "**Purchaser Indemnitors**") hereby agrees to defend, indemnify, and hold harmless Seller, Seller's affiliates and/or such parties' past, present or future beneficiaries, shareholders, partners, employees, directors, officers, parent companies, subsidiaries, affiliates, estates, heirs, executors, administrators, trustees, successors, assigns, beneficiaries, consultants, agents or representatives (collectively, the "**Seller Parties**") from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees), relating to (i) the Property and accruing prior to the Reversion Date, (ii) any liens or financial obligations of any of the Purchaser Parties (as hereinafter defined), including, without limitation, in connection with that certain Mortgage dated December 6, 2007 executed by Purchaser in favor of Meridian Bank, (iii) any breach by Purchaser of the Sale Agreement, this Agreement, the Lease or any other agreement between the parties with respect to the Property, (iv) the transfer of the Shares from Seller to Purchaser, including, without limitation, the failure of Purchaser to satisfy any reporting requirements applicable to Purchaser, or (v) the breach of any representation, warranty or covenant by Purchaser set forth in this Agreement, in each of the foregoing instances whether made by any third party or by any party claiming by, through and under Purchaser. The Purchaser Indemnitors shall have no obligation to indemnify any Seller Party from its own gross negligence or willful misconduct or with respect to the matters described in Section 3(e) hereof.

(b) Seller Indemnitors. Each of Seller, John Simmons and Jayne Simmons (collectively, the "**Seller Indemnitors**") hereby agrees to defend, indemnify, and hold harmless Purchaser, Purchaser's affiliates and/or such parties' past, present or future beneficiaries, shareholders, partners, employees, directors, officers, parent companies, subsidiaries, affiliates, estates, heirs, executors, administrators, trustees, successors, assigns, beneficiaries, consultants, agents or representatives (collectively, the "**Purchaser Parties**") from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees), relating to the Property and accruing after the Reversion Date except with respect to any matter described in Section 7(a) hereof or the gross negligence or willful misconduct of any Purchaser Parties.

8. Releases and Covenants Not to Sue. The following releases and covenants not to sue shall survive the execution and delivery of this Agreement and the Reversion Closing:

(a) Release by Purchaser Indemnitors. In consideration of the covenants and agreements contained herein, each Purchaser Indemnitor forever discharges, releases, and waives all claims, demands, debts, losses, obligations, liabilities, costs, expenses, rights of action and causes of action, of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, legal or equitable, arising under any applicable law, which such party now has in any capacity, has ever had, or may have in the future, relating to the Property against any Seller Party, except with respect to the matters set forth in Section 7(b) hereof or a breach by Seller of this Agreement, the Lease or the Sale Agreement. In addition, each Purchaser Indemnitor hereby acknowledges and agrees that no Purchaser Party will initiate, file or otherwise commence, assert, bring, join, maintain or voluntarily aid any action at law or proceeding in equity, or make any claim, or other prosecution or suit (whether on its own behalf or on behalf of any other party) in any court, agency, arbitration or other tribunal or forum in any jurisdiction, either directly or indirectly, against any Seller Party, except as set forth in this

**Section 8(a).** This paragraph may be pleaded as a full and complete defense to and may be used as the basis for injunction against any action, suit or proceeding that may be instituted, prosecuted, or attempted in breach of this covenant by any Purchaser Party.

(b) **Release by Seller Indemnitors.** In consideration of the covenants and agreements contained herein, each Seller Indemnitor forever discharges, releases, and waives all claims, demands, debts, losses, obligations, liabilities, costs, expenses, rights of action and causes of action, of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, legal or equitable, arising under any applicable law, which such party now has in any capacity, has ever had, or may have in the future, relating to the Property against any Purchaser Party, except with respect to the matters set forth in **Section 7(a)** hereof or a breach by Purchaser of this Agreement, the Lease or the Sale Agreement. In addition, each Seller Indemnitor hereby acknowledges and agrees that no Seller Party will initiate, file or otherwise commence, assert, bring, join, maintain or voluntarily aid any action at law or proceeding in equity or make any claim, or other prosecution or suit (whether on its own behalf or on behalf of any other party) in any court, agency, arbitration or other tribunal or forum in any jurisdiction, either directly or indirectly, against any Seller Party, except as set forth in this **Section 8(b)**. This paragraph may be pleaded as a full and complete defense to and may be used as the basis for injunction against any action, suit or proceeding that may be instituted, prosecuted, or attempted in breach of this covenant by any Seller Party.

9. **Default.** If either party defaults under this Agreement or breaches any representation or warranty made by such party hereunder in any material respect, the non-defaulting party may elect to (a) terminate this Agreement, in which event this Agreement shall become null and void without further action of the Parties or (b) sue the defaulting party for specific performance of this Agreement.

10. **Advice of Counsel.** Each party hereto acknowledges (a) it has been represented by counsel of its own choice in connection with this Agreement and all matters described herein, (b) it has executed the indemnities, releases and covenants not to sue set forth herein on the advice of its legal counsel, and (c) it is executing and delivering the same intending to be legally bound by the terms and provisions hereof of its own free will, without promises or threats of the exertion of duress upon such party.

11. **Entire Agreement.** There are no other agreements between the parties with respect to the matters covered in this Agreement, and any prior agreements with respect to such matters are superseded, except to the extent any provision of this Agreement provides otherwise.

12. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Illinois (without regard to such law regarding choice of law).

13. **Assignment; Binding Effect.** Neither party hereto shall assign or transfer its interest in this Agreement, without the prior written consent of the other party hereto, except Seller may designate another party to take title to the Property and/or the Personal Property. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, administrators, successors, personal representatives and assigns.

14. **Counterparts.** This Agreement may be executed by the parties signing different counterparts of this Agreement, which counterparts together shall constitute the agreement of the parties.

15. **Memorandum.** Seller, in its sole and absolute discretion, may record a memorandum of this Agreement with the Recorder's Office describing the Acceleration Events and the acknowledgement that a reversion has occurred pursuant to the Sale Agreement, but not otherwise disclosing the terms of this Agreement.

16. **Time is of the Essence.** Time is of the essence of this Agreement.

17. **Legal Fees.** In the event of a default by either party of its obligations under this Agreement, the prevailing party in any action or proceeding in any court in connection therewith (including any action for specific performance) shall be entitled to recover from such other party its costs and expenses, including reasonable legal fees and associated court costs.


18. **Notices.** All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed effective when delivered in accordance with Section 18 of the Sale Agreement.


19. **Reporting Requirements.** Each party shall be solely responsible for satisfying reporting requirements, if any, applicable to such party relating to the transfer of the Shares.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as set forth above.

**SELLER:**

  
\_\_\_\_\_  
John Simmons, as Trustee of the River House  
Trust Dated August 31, 2003, and personally  
with respect to only Sections 7(b) and 8(b) hereof

  
\_\_\_\_\_  
Jayne Simmons, as Trustee of the River House  
Trust Dated August 31, 2003, and personally  
with respect to only Sections 7(b) and 8(b) hereof

**PURCHASER:**

GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP  
NO. 1, an Illinois limited partnership

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

With respect to only Sections 7(a) and 8(a) hereof:

\_\_\_\_\_  
Lloyd Tomer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date as set forth above.

**SELLER:**

\_\_\_\_\_  
John Simmons, as Trustee of the River House  
Trust Dated August 31, 2003, and personally  
with respect to only Sections 7(b) and 8(b) hereof

\_\_\_\_\_  
Jayne Simmons, as Trustee of the River House  
Trust Dated August 31, 2003, and personally  
with respect to only Sections 7(b) and 8(b) hereof

**PURCHASER:**

GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP  
NO. 1, an Illinois limited partnership

By: \_\_\_\_\_

Name: J. Lloyd Tomer

Its: VP of Tomer & Associates, Inc. an Illinois Corporation as General Partner of GRELP #1

With respect to only Sections 7(a) and 8(a) hereof:

\_\_\_\_\_  
Lloyd Tomer

## EXHIBIT A

### Legal Description of the Land

Parcel 1:

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

EXCEPTING THEREFROM a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds east a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139;

RETAINING thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

ALSO EXCEPTING THEREFROM; Part of Lot 12 in Fairmount; described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 52 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346 138.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-003

Parcel 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12 in Fairmount located in Section 3

and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

ALSO,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where the Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-020 (Adjacent Tract)  
24-2-07-03-03-301-033 (Lot 1)  
24-2-07-04-00-000-018 (Part of Lot 2)



**EXHIBIT B**

**Form of Lease**

**[Attached Hereto]**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into on January \_\_\_\_, 2009 (the "Commencement Date") between Lloyd Tomer ("Tenant") and John Doyle Simmons and Jayne E. Simmons (the "Trustees"), not individually but solely as trustees of the Qualified Annuity Share of Grantor Income Trust Under Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003 ("Landlord").

### RECITALS

A. Landlord owns the land and improvements commonly known as 12 Danforth, Alton, Illinois and the personal property and located thereon (other than the Retained Property (as hereinafter defined)) (the "Property").

B. Landlord and Tenant are entering into this Lease in accordance with the terms of that certain Agreement Regarding Reversion (the "Reversion Agreement") dated as January \_\_\_\_, 2010 between the Trustees (each in the capacity set forth therein), Tenant and Great River Enterprises Limited Partnership No. 1, an Illinois limited partnership ("Purchaser").

### AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and agreements herein set forth, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals; Incorporation by Reference.** The Recitals set forth above are acknowledged by each of Tenant and Landlord to be true and correct and with the Reversion Agreement are incorporated into this Lease by this reference.

2. **Property.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord the Property. Notwithstanding anything to the contrary contained herein, Landlord and Tenant hereby agree that Tenant owns the Retained Property (as defined in the Reversion Agreement).

3. **Term.** The term of this Lease (the "Term") shall commencement on the Commencement Date and shall terminate at 11:59 p.m. on February 15, 2010 unless earlier terminated as set forth herein (the "Expiration Date").

4. **Rent.** Tenant shall not be obligated to pay rent during the Term.

5. **Use of Property.** The Property shall be used and occupied by Tenant exclusively as a private residence, and neither the Property nor any part thereof shall be used at any time during the Term by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Property during the Term.

6. **Quiet Enjoyment.** Landlord covenants that, provided Tenant is performing all of the covenants set forth herein and in the Reversion Agreement, Landlord shall not interrupt the peaceful and quiet enjoyment of the Property during the Term.

7. **Condition of Property.** Tenant acknowledges that he occupied or used the Property prior to the Commencement Date, and Tenant accepts the Property in its "as is" condition on the Commencement Date.

8. **Assignment and Subletting.** Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Property or any part thereof without the Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or any assignment or subletting by Tenant by operation of law, shall be void and shall, at Landlord's option, terminate this Lease.

9. **Alterations and Improvements.** Tenant shall make no alterations or improvements to the Property without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. All alterations, changes, and improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the Property at the expiration or sooner termination of this Lease.

10. **Casualty and Condemnation.** If the Property or any part thereof is partially damaged by fire or other casualty or is taken or condemned for a public or quasi-public use or purpose by a competent authority, this Lease shall terminate as of the date the casualty or as of the date of delivery of possession to the condemning authority (but not later than the Expiration Date). Any proceeds, awards, compensation or damages in connection with a casualty or condemnation shall be paid to Landlord, and Tenant hereby waives any right to such proceeds, awards, compensation or damages.

11. **Dangerous Materials.** Tenant shall, at all times during the Term, comply with all Environmental Laws (as hereinafter defined) applicable to the Property and shall not, in the use and occupancy of the Property, cause any Environmental Condition (as hereinafter defined) on or about the Property. As used in this Lease, "**Environmental Condition**" shall mean any adverse condition relating to surface water, ground water, drinking water supply, land, surface or subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light and odors, which may result in a claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter relating to such matters (collectively, "**Environmental Laws**").

12. **Utilities.** Tenant, at its sole cost, shall be responsible for arranging for and paying for all utility services required on the Property during the Term.

13. **Maintenance and Repair.** Tenant will, at his sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the Term. In particular, Tenant, at its sole expense, shall keep the fixtures in the house or on or about the Property in good order and repair; keep the furnace clean; keep the walks free from dirt and debris, and shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures. Major maintenance and repair of the Property, not due to Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns. Tenant agrees that no signs shall be placed or painting done on or about the Property by Tenant or at his direction without the prior written consent of Landlord.

14. **Insurance.** Landlord has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of Property defects or Landlord negligence. Landlord's insurance does not cover Tenant's possessions (including the Retained Property) or Tenant's negligence. Tenant shall obtain a Tenant's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

15. **Right of Inspection.** Landlord may inspect the Property at any reasonable time after providing Purchaser written notice of one (1) day.

16. **Holdover by Tenant.** Should Tenant remain in possession of the Property after the Expiration Date, a tenancy at sufferance shall be created between Landlord and Tenant and Landlord shall be entitled to exercise any remedy available at law. Without limiting Landlord's right to exercise any remedy available at law in connection with a holdover, Landlord shall be entitled to reduce the Surrender Payment (as defined in the Reversion Agreement) by \$500 for each day of any holdover by Tenant.

17. **Surrender of Property.** On or before the Expiration Date, Tenant shall surrender possession of and vacate the Property and remove any personal property retained by Tenant from the Property and deliver possession of the Property to Landlord in accordance with the Reversion Agreement. If Tenant fails to remove the personal property retained by Tenant in accordance from the Property on or before the Expiration Date, Landlord may elect to keep such personal property or dispose of such personal property, in which latter event the Surrender Payment shall be reduced by the costs incurred by Landlord in disposing of such personal property.

18. **Default.** If Tenant defaults in the performance of or compliance with any term or condition of this Lease and such default has not been cured within five (5) days after Tenant receives written notice from Landlord, Landlord may exercise any remedy available at law, including, without limitation, at Landlord's option, terminating this Lease and re-entering the Property and removing all persons therefrom, except that no notice need be given with respect to a holdover or a default that would constitute a default under the Reversion Agreement. A default by Tenant under this Lease shall constitute a default by Tenant under the Reversion Agreement.

19. **Abandonment.** If, at any time during the Term, Tenant abandons the Property, this Lease shall automatically terminate and Landlord may, at his option, enter the Property by any means without being liable for any prosecution therefor, and without becoming liable to

Tenant for damages or for any payment of any kind whatever.

20. **Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.

21. **Severability.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. **Notices.** All notices, requests, demands or other communications required or permitted under this Lease shall be in writing and shall be deemed effective when delivered in accordance with Section 18 of the Reversion Agreement.

23. **Legal Fees.** In the event of a default by either party of its obligations under this Lease, the prevailing party in any action or proceeding in any court in connection therewith (including any action for specific performance) shall be entitled to recover from such other party its costs and expenses, including reasonable legal fees and associated court costs.

24. **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the state of Illinois (without regard to such law regarding choice of law).

25. **Counterparts.** This Lease may be executed by the parties signing different counterparts of this Agreement, which counterparts together shall constitute the agreement of the parties.

26. **Time is of the Essence.** Time is of the essence of this Lease.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Lease on the day and year first above written.

**LANDLORD:**

---

John Doyle Simmons, as trustee of the Qualified Annuity Share of Grantor Income Trust Under Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003

---

Jayne E. Simmons, as trustee of the Qualified Annuity Share of Grantor Income Trust Under Irrevocable River House Trust of John Doyle Simmons dated August 21, 2003

**TENANT:**

---

Lloyd Tomer





\* 2 0 1 0 R 0 2 2 9 4 1 1 \*

2010R02294

STATE OF ILLINOIS  
MADISON COUNTY

FILED FOR RECORD IN  
THE RECORDERS OFFICE

01/22/2010 10:55AM

DANIEL R. DONOHOO, RECORDER

REC FEE: 38.00

CO STAMP FEE: 1250.00

ST STAMP FEE: 2500.00

RHSPS FEE: 10.00

STATE OF ILLINOIS )

COUNTY OF MADISON )

48.00 CK 8492

TITLE TO REAL ESTATE

38.00 CASH

KNOW ALL MEN BY THESE PRESENTS, that **GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP NO. 1**, an Illinois limited partnership (the "Grantor"), for and in consideration of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, paid at and before the sealing of these presents by the **QUALIFIED ANNUITY SHARE OF GRANTOR INCOME TRUST UNDER IRREVOCABLE RIVER HOUSE TRUST OF JOHN DOYLE SIMMONS DATED AUGUST 21, 2003** (the "Grantee"), having an address of 707 Berkshire Boulevard, Attn: John and Jayne Simmons, East Alton, Illinois 62024, the receipt and sufficiency of which are hereby acknowledged, at and before the sealing and delivery hereof, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, unto the said Grantee, its successors and assigns forever, a fee simple interest in the following described property to wit:

See attached Exhibit A for legal description.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever.

And, subject to those matters enumerated on Exhibit B attached hereto, the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend, all and singular, said premises unto the said Grantee, its successors and assigns, against itself and its successors and assigns, and any person whomsoever lawfully claiming by, through or under Grantor.

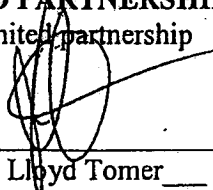
[SIGNATURE PAGE FOLLOWS]

STATE & COUNTY TAX	STATE OF ILLINOIS	95L E2700090 # 06000090	REAL ESTATE TRANSFER TAX
	MADISON COUNTY		
	JAN. 22. 10		0375000
			FP326651



IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed  
this 14 day of January, 2010.

**GREAT RIVER ENTERPRISES  
LIMITED PARTNERSHIP NO. 1, an  
Illinois limited partnership**

By: 

Name: J. Lloyd Tomer

Its: VP of Tomer & Associates, Inc. an  
Illinois Corporation as General  
Partner of GRELP #1

*Prepared By*  
**AFTER RECORDING,  
RETURN TO:**  
Jenner & Block LLP  
Attn: Frank J. Eichenlaub  
353 N. Clark Street  
Chicago, Illinois 60654

*Tax is to:*

*JOHN SIMMONS*

*707 BIRKSHIRE BLVD.*

*E. Alton, IL 62024*

STATE OF Illinois )

) SS.

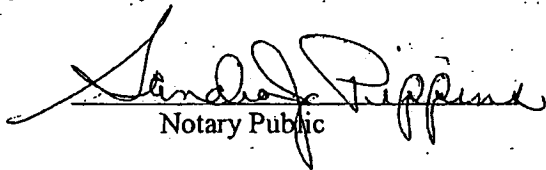
COUNTY OF Madison )

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. Lloyd Tomer, personally known to me to be VP of Tomer & Associates, Inc. an Illinois Corporation as General Partner of GRELP #1 \_\_\_\_\_ of GREAT RIVER ENTERPRISES LIMITED PARTNERSHIP NO. 1, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as VP of Tomer & Associates, Inc. an Illinois Corporation as General Partner of GRELP #1 \_\_\_\_\_ of said partnership, he signed and delivered the said instrument pursuant to proper authority duly given by said partnership, as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14 day of January, 2010.

My Commission expires:

2/07/2013

  
Notary Public



**EXHIBIT A**

**Legal Description**

Parcel 1:

Lots Numbered 11 and 12 in FAIRMOUNT, a subdivision in the Fractional Southwest Quarter of Section 3, Fractional Northwest Quarter of Section 10, Northeast Quarter of Section 10, and the Fractional Southeast Quarter of Section 4, all in Township 5 North, Range 10 West of the Third Principal Meridian, according to the plat thereof recorded in the Recorder's Office of Madison County, Illinois in Plat Book 14 Pages 2, 3, and 4;

EXCEPTING THEREFROM a tract of land in Lots Numbered 11 and 12 in Fairmount, described as follows:

Commencing at the Southwest corner of Lot 11; thence North 55 degrees 24 minutes 6 seconds West, a distance of 69 feet to a point; thence Northwesterly along the West line of said Lot 11 a distance of 580.25 feet to the point of beginning; thence North 58 degrees 16 minutes 42 seconds east a distance of 389.13 feet to a point; thence Northeasterly to a point in the East line of Lot 12, which point is 100 feet South of the Northwest corner of Lot 13 (which point is located in the East line of said Lot 12); thence North along the East line of said Lot 12 to the Northeast corner thereof; thence Southwesterly along the North line of said Lots 12 and 11 to the Northwest corner of said Lot 11; thence Southerly along the West line of said Lot 11 to a point which is 580.25 feet North of the Southwest corner of said Lot 11, point of beginning, and as conveyed by Correction Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139;

RETAINING thereto a Scenic Easement over the Northerly part of Lot 11 excepted above for the direct benefit of the Southerly portion of said Lot 11 herein described; subject to the restrictions on said "Scenic Easement" as described and attached to the Quit Claim Deed recorded January 21, 1998 in Book 4198 Page 0526 as Document No. 2346 139.

ALSO EXCEPTING THEREFROM; Part of Lot 12 in Fairmount; described as follows:

Commencing at the Northwest corner of Lot 13 in said Fairmount Subdivision; thence South 34 degrees 23 minutes 08 seconds East along the line between Lots 12 and 13 in said Fairmount Subdivision a distance of 100 feet to the point of beginning of the tract herein described; thence continuing South 34 degrees 23 minutes 08 East along said lot division line a distance of 248.36 feet; thence South 55 degrees 36 minutes 32 seconds West a distance of 240.0 feet; thence South 72 degrees 39 minutes 01 seconds West a distance of 215.64 feet to a point which is 389.13 feet North 58 degrees 16 minutes 42 seconds East of the Southwesterly line of said Lot 11; thence North 33 degrees 04 minutes 27 seconds East a distance of 483.08 feet to the point of beginning; and as conveyed by Quit Claim Deed to Heinz Peter as Trustee under Trust Agreement dated May 21, 1993, recorded January 21, 1998 in Book 4198 Page 0523 as Document No. 2346 138.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-003

Parcel 2:

Lots 1 and 2 in the Final Plat of Heinz Peter Subdivision, as per plat thereof recorded in Plat Book 60 Page 135, being a resubdivision of Lot 13 and Part of Lots 11 and 12 in Fairmount located in Section 3.

and 4, Township 5 North, Range 10 West of the Third Principal Meridian, Godfrey, Madison County, Illinois.

Situated in Madison County, Illinois.

ALSO,

That tract of land situated and being part of the Southeast Quarter of Section 4, Township 5 North, Range 10 West of the Third Principal Meridian, Madison County, Illinois, described as follows:

Beginning at a point on the Southerly line of the Hop-Hollow Road, so-called, said point being 372 feet South 48 degrees 40 minutes West, from where the Section line running North and South, between Sections 3 and 4, would intersect the Southerly line of said Hop-Hollow Road; thence from said beginning point South 35 degrees 13 minutes West 316 feet to a point; thence South 43 degrees 28 minutes West 131 feet to a point; thence South 25 degrees 13 minutes West 140 feet to a point; thence South 26 degrees 21 minutes West 200 feet to a point; thence South 8 degrees 9 minutes East 188 feet to the Northerly line of the right of way of the Chicago, Peoria and St. Louis Railway; thence Northwesterly along the Northerly line of said right of way 441 feet to a point 50 feet Northerly from center of railroad bridge; thence Northeasterly 949 feet more or less to point of beginning; Excepting such portions or parts of said tract of land as are parts of a certain public road known as the Alton Hop-Hollow Road, or any other road, or land lying herein, formerly dedicated as a public road or highway, not intending to convey any land heretofore conveyed to Virginia Job Bowman.

Situated in the County of Madison and State of Illinois.

PPN: 24-2-07-03-03-301-034 (Part of Lot 2)  
24-1-07-04-00-000-020 (Adjacent Tract)  
24-2-07-03-03-301-033 (Lot 1)  
24-2-07-04-00-000-018 (Part of Lot 2)

Address of Real Estate:

12 Danforth, Alton, Illinois

**EXHIBIT B**

**Permitted Exceptions**

1. Taxes which are not shown as existing liens by the public records.
2. Special assessments, subdivision assessments, and homeowner's association dues which are not shown as existing liens by the public records.
3. Order entered in Cause No. 08-L-582 dated October 28, 2009 and recorded November 6, 2009 as Document No. 2009R55007.
4. Building lines, easements, conditions and restrictions on recorded plat of said subdivision.
5. Local and Township ordinances, rules, and regulations, if any, presently or hereafter effective.
6. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the said premises taken, used, or dedicated for roads or highways.
7. Rights of way for drainage ditches, drain tiles, feeders, laterals and underground pipes, if any.
8. A 40 foot building line on the Southeasterly side of said Lot 2 as shown on the plat of subdivision. (Parcel 2)
9. Reservation of scenic easement by J. Lloyd Tomer and Christine J. Tomer, husband and wife, as joint tenants, as contained in Correction Quit Claim Deed recorded in Book 4198 Page 526. (For further particulars, see record.), (Parcel 2)
10. Terms, powers, and provisions of Plat of Heinz Peter Subdivision recorded in Plat Book 60 Page 135 of the Madison County Records. (For further particulars, see record.), (Parcel 2)
11. The Principal Building to be built on Lot 11 of the said premises in question is to be located as provided for and set forth in deed in Book 514, Page 322 from Louis A. Schlafly and Jean Schlafly, his wife to Mather Pfeifferberger dated July 31, 1923 and recorded August 2, 1923, and reads as follows: "The precise location of the principal building to be constructed upon the above described lot shall be determined in the following manner, 'Beginning at the most Easterly corner of said Lot 11, thence Northwesterly along the Northeasterly lot line 277.0 feet to a point; thence through an angle of 62 degrees 30 minutes off of the said lot line from the Southeast to the South and measuring 87.2 feet to a fixed point and continuing along the line so produced a distance equal to the total North and South dimensions of said principal building. The West or North side of said principal building shall be along the line designated by said point on lot line and said fixed point and its prolongation South and the North side of said principal building shall not be nearer said Northeasterly lot line than a line turned at right angles at said fixed point off of the said river side of principal building. (Parcel 1&2)
12. The principal building to be built on Lot 12 of the said premises in question is to be located as provided for and set forth in Deed in Book 588 Page 445 from Louis A.

Schlafly and Jean Schlafly, his wife, to John M. Olin and Adele L. Olin, dated June 30, 1926, recorded January 14, 1927 in the Recorder's Office of Madison County, Illinois, and reads as follows: The precise location of the principal building to be constructed upon the above described Lot shall be determined in the following manner: Beginning at the Southwesterly corner of Lot 12, thence Northwesterly along the line between Lots 11 and 12, 370 feet to a point, thence North 9 degrees West 325.25 feet to a fixed point. The Westerly line of the principal building to be constructed on said lot shall be along a line extended North 9 degrees West from said fixed point, and the Southerly side of said building shall be along a line turned at right angles Easterly off of said front line, at said fixed point. (Parcel 1 & 2)

13. The principal building to be built on Lot 13 of the said premises in question is to be located as provided for and set forth in Deed in Book 588 Page 446 from Louis A. Schlafly and Jean Schlafly, his wife, to John M. Olin and Adele L. Olin, dated June 30, 1926, recorded January 14, 1927 in the Recorder's Office of Madison County, Illinois, and reads as follows: The precise location of the principal building to be constructed upon the above described Lot shall be determined in the following manner: Beginning at the Northeasterly corner of Lot Number 13, thence South 47 degrees 27 minutes West 175.05 feet to a fixed point. The Easterly line of the principal building to be constructed on said Lot shall be along a line having a bearing of North 22 degrees 51 minutes West from said fixed point and the Southerly line of said building shall be along a line turned at right angles Westerly off of the said Easterly line of said building, at said fixed point. (Parcel 2)
14. Easement dated August 20, 1949 recorded September 3, 1949 in Book 1149 Page 489 by and between Robert H. Levis II, Erling Wessel and Paul Shortal, members of the Committee at Fairmount under powers conferred upon them in plat and articles of association filed July 19, 1923 in Plat Book 14, Pages 2, 3 and 4 of Recorder of Deed Record of Madison County, Illinois as Grantors and UNION ELECTRIC POWER COMPANY, granting the perpetual right and easement to lay, construct, reconstruct, replace, renew, maintain, repair and remove gas pipes and pipe lines etc., through, under streets in Fairmount with the right to make necessary excavations and to install and replace the pipe lines leading into all lots along the route of said gas lines leading into all lots along the route of said gas system. (Parcel 1 & 2)
15. Restrictions as set out in Deed in Book 597, Page 441 from Horatio J. Bowman, et ux to John M. Olin and Adele L. Olin dated December 2, 1927 and recorded December 14, 1927, records of Madison County, Illinois, stating "It is understood and agreed that the property herein conveyed to the Grantees shall never be used for stone or rock quarrying purposes, or for manufacturing or industrial purposes, or for conducting thereon any business whatsoever for commercial gain, and that no use shall ever be made of such property which shall be detrimental or injurious to the lots in Fairmount or to the adjoining land of the Grantors. This covenant, condition and restriction shall endure for a period of 50 years from the date hereof and shall run with the lots in said Fairmount and said adjoining land of the Grantors herein and shall be binding upon any person who shall hereafter acquire the real estate herein conveyed and shall be enforceable by any person then owning any lot in said Fairmount or the adjoining land of the Grantors or any part of



said adjoining land. Note: A breach or violation will not cause a forfeiture or reversion of title. (Parcel 1 & 2)

16. Covenants, conditions and restrictions for as shown on the plat of said subdivision relating to use, location and approval of plans for buildings to be erected on the said premises in question; no business enterprises, providing for changes for annual maintenance fees and all terms thereof. Note: A breach or violation will not cause a forfeiture or reversion of title. (Parcel 1 & 2)
17. Rights of United States of America in and to a flowage easement as acquired under case number 18753 in the District Court of the United States for the Southern District of Illinois Southern Division, United States of America VS John M. Olin et al. Lis Pendens Notice recorded in Book 745, Page 529. Order Vesting title in Book 787 Page 517. (Parcel 1 & 2)
18. Order entered October 27, 1977. Case Number 77-CH-35, Robert F. Quinn, etal vs Board of Trustee, Southern Illinois University, provides as follows: (1) Defendant, Board of Trustees of Southern Illinois University and its agents and employees and each and every one of them be, and they are hereby perpetually restrained and enjoined from using Lots 11, 12 and 13 in Fairmount Subdivision for purposes other than residential as set forth in the restrictions filed of record in the Recorder of Deeds of Madison County, Illinois in Plat Book 14 at Pages 2, 3 and 4 and, (2) The Clerk of this Court shall forthwith issue a Permanent Injunction Writ, without bond, in accordance herewith.