

Agreement

THIS AGREEMENT is made on the 7th day of November, 2009, at Decatur, Illinois by Franklin Mall, LLC, an Illinois limited liability company, as Seller and _____, hereinafter referred to as "Buyer".

RECITALS

WHEREAS, Seller placed certain real estate for sale by auction and Buyer was the successful bidder at said auction and desires to buy the real estate and improvements thereon owned by Seller as described on Exhibit _____ attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Buyer was the successful bidder at an auction of the Premises which requires the signing of a contract on the terms set forth herein to memorialize the agreement of the parties.

IN CONSIDERATION of the covenants and agreements contained herein, and for the payment of Ten Dollars (\$10.00) paid by each party to the other, the parties agree as follows:

1. Seller agrees to sell and Buyer agrees to buy the Premises.

2. Buyer shall pay Thirty Thousand Dollars (\$30,000.00) as earnest money to be held by Central Illinois Auctions, LLC and, credited to Buyer at Settlement. If Buyer defaults, Seller may accept earnest money as liquidated damages or may pursue any available legal remedy. If Seller defaults, earnest money shall be refunded to Buyer without prejudice to any legal remedy available.

3. Buyer agrees to pay the total purchase price of _____ (\$_____) for the Premises. Buyer shall elect to close the purchase of all of the real estate at once with the full amount of the purchase price being paid on or before December 7, 2009.

4. Seller has previously furnished Buyer a Commitment for Owner's Title Insurance Policy insuring against defects in merchantability of title to the Premises. Seller shall provide a commitment for the purchase price herein to Buyer showing no additional title defects or encumbrances (other than any caused by Buyer being named as purchaser). Buyer shall pay the search charge as to the Buyer. Title may be subject to coal and mineral rights if now reserved or conveyed of record and to all easements, party-wall agreements, and building and use restrictions now of record which do not restrict its reasonable use. Buyer has accepted the title to the real estate "as is" free of any claimed defects in the title evidence with no warranties.

5. Buyer shall pay Seller the balance of the purchase price as set forth in Paragraph 3 at the offices of Central Illinois Title Company 145 S. Water Street, Decatur, Illinois, if any, as the parties shall agree. The full purchase price shall be paid to Seller and Seller shall convey all real estate and improvements described on Exhibit ____ to Buyer on or before December 7, 2009.

6. Seller shall deliver to Buyer a Special and Limited Warranty Deed, warranting Seller's own acts in such form and together with such documentation as may be required to complete the appropriate transfers or conveyances. Seller shall pay for any transfer taxes as a result of this transaction.

7. At or before settlement Seller shall pay for and give Buyer credit for general real estate taxes for all prior years and for Seller's pro rata share of such taxes for the year of settlement. Seller shall further pay or give Buyer credit for all special assessments now a lien against the premises, rents, if any, and all water or sewer bills or watermain or sewer connection charges incurred and unpaid as of settlement. Credit to Buyer for general real estate taxes not yet payable shall be computed on the basis of the most current tax information available at the time of settlement.

8. Buyer shall be entitled to possession of all the real property upon closing.

9. Seller previously provided a termite inspection report and Buyer accepts the premises "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

10. The parties agree that if any realtor or other person shall be held or determined to be owed a commission or fee by reason of this transaction, the party causing such shall be responsible for said fee and shall indemnify and hold the other harmless against any claim for such fees or commissions.

11. If, before settlement, the improvements shall be materially damaged by casualty, Buyer may declare this contract void and receive a refund of his earnest money, or, may complete settlement and accept the premises as damaged together with the proceeds of any insurance payable as a result of such damage.

12. Seller makes NO WARRANTIES concerning water sewage, plumbing, heating and air conditioning, electrical or other systems. Buyer is purchasing the real estate and improvements "AS-IS".

13. Seller warrants that Seller, its beneficiaries or agents, have received no notices from any governmental authority in regard to violations of zoning, fire, air pollution, or health laws and regulations.

14. If Seller so elects, Buyer agrees to cooperate with Seller in any like-kind exchange of real estate.

15. Any notice given or required in this contract shall be given in writing either personally or by certified mail, postage prepaid with return receipt requested, and addressed to Seller at _____, Decatur, IL 6252____, or to Buyer at _____. All such notices shall be deemed to have been given on the date of personal service or on

the date postmarked. Such notice is sufficient if served upon or addressed to any one Seller or any one Buyer.

16. Seller shall remove all personal property it desires on or before December 6, 2009. All personal property remaining on the premises after December 6, 2009 shall become the property of the Buyer and Seller shall not have any right to it or be responsible for its removal.

17. This contract shall be binding upon the heirs, executors, administrators, successors and assigns of Seller and Buyer. Time is of the essence in the performance of this contract. All agreements and warranties of this contract, unless fully performed survive the execution and delivery of the Special and Limited Warrant Deed.

18. If Seller brings an action against Buyer with respect to this agreement, it shall be entitled to recover its reasonable attorney's fees, costs and expenses.

SELLER:
Franklin Mall L.L.C., an Illinois
limited liability Company,

By: _____, Member

By: _____, Member
Being all of its Members

BUYER:

By _____
Its _____