

# LINCOLN'S SPRINGFIELD COTTAGE

## Proposal for Creating a Replica



The Abraham Lincoln Association

July 2020

**Front Cover:** A drawing of Lincoln's Springfield Cottage by Kent Massie of Massie Massie & Associates, Springfield, Illinois.

**Back Cover:** The Lincoln Home from a one-and-a-half-story cottage to two stories.<sup>1</sup>

## Lincoln's Springfield Cottage Committee

Michael Burlingame, Chairperson  
Richard E. Hart  
Tony Libri  
Floyd Mansberger  
Sue S. Massie  
Kay Smith



*Lincoln's Springfield Cottage: Proposal for Creating a Replica*  
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<sup>1</sup> Public Domain image courtesy of Lincoln Home National Historic Site, [The Lincoln Home](#), National Park Service Photo (cropped, accessed 2/27/17)

# LINCOLN'S SPRINGFIELD COTTAGE

## Proposal for Creating a Replica



A replica of Lincoln's Springfield Cottage as exhibited in the Dean House, Lincoln Home National Park, Springfield, Illinois.

The Abraham Lincoln Association

Michael Burlingame  
President



The Abraham Lincoln Association observes each anniversary of Abraham Lincoln's birth; preserves landmarks associated with his life; and aids and promotes Abraham Lincoln's life and legacy. Founded in 1908 to spearhead national celebrations of Lincoln's 100th birthday, the ALA remains the nation's oldest and largest Lincoln organization. The ALA continues commemorating Lincoln's birthday, hosting distinguished speakers, and presenting an annual symposium featuring leading Lincoln scholars.

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## **Proposal for Creating a Replica of Lincoln's Springfield Cottage**

By Michael Burlingame  
President  
The Abraham Lincoln Association

### **National Significance of Lincoln's Springfield Cottage**

The National Park Service website for the Lincoln Home National Historic Site rightly notes that Abraham Lincoln believed that all Americans “should have the opportunity to improve their economic and social condition. Lincoln's life was the embodiment of that idea.”

The Lincoln's Springfield Cottage Project will illustrate vividly how Lincoln “improved his economic and social condition.” (The current two-story Lincoln house will be referred to herein as the Home; the story-and-a-half domicile that was expanded in 1856 to form the Home will be referred to as the Cottage.) The Cottage on the northeast corner of Eighth and Jackson Streets that he bought in 1844 was much smaller than the Home that is open to visitors today. In 1856, the Cottage was expanded by the addition of a second story, transforming a six-room abode into a commodious twelve-room house that was, as contemporaries noted, “superior in appearance to those in the immediate vicinity,” for it now rose “considerably above the level of the street” and dwarfed “by its great height and size, the adjoining dwellings.”<sup>2</sup>

That expansion symbolized the rise of the forty-seven-year-old man who had arrived in Sangamon County a quarter-century earlier as a self-described “strange, friendless, uneducated, penniless boy,” who worked as a jack-of-all-trades (boat hand, laborer, clerk, merchant, postmaster, surveyor, farmhand), studied law on his own, passed the bar, worked at first for other attorneys, then established his own firm, and ultimately prospered. The year before he was elected president, he told an audience in Wisconsin: “The prudent, penniless beginner in the world, labors for wages awhile, saves a surplus with which to buy tools or land for himself; then labors on his own account another while, and at length hires another new beginner to help him. This is free labor---the just and generous and prosperous system, which opens the way for all---gives hope to all, and energy, and progress, and improvement of condition to all.” He knew whereof he spoke.

At the heart of Lincoln's political philosophy was his emphasis on what has been called “the right to rise.” In 1861, while in Cincinnati en route to Washington for his inauguration, he told a group of German workingmen: “I hold that while man exists, it is his duty to improve not only his own condition, but to assist in ameliorating mankind.” Months later, he defined the Civil War's international significance: “it is a struggle for maintaining in the world, that form, and substance of government, whose leading object is, to elevate the condition of men---to lift artificial weights from all shoulders---to clear the paths of laudable pursuit for all---to afford all, an unfettered start, and a fair chance, in the race of life.”

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<sup>2</sup> Springfield correspondence, 3 November, *New York World*, n.d., copied in the *Philadelphia Evening Bulletin*, 8 November 1860; dispatch by [Henry J.] R[aymond], Auburn, New York, 22 May, *New York Times*, 24 May 1860.

As an active member of the Whig Party in his twenties and thirties, Lincoln championed policies designed to end rural isolation and poverty, thus allowing people like those with whom he had grown up to ascend the social and economic ladder as far as their talent, industry, ability, and virtue would take them. As a Republican in his forties and fifties, he expanded the scope of his sympathies to include African Americans trapped in a system that did not allow them to rise.

The National Park Service website further states: “We know Lincoln as the sixteenth president but he was also a spouse, parent, and neighbor who experienced the same hopes, dreams, and challenges of life that are still experienced by many people today.” Indeed, visitors to the Home are curious about Lincoln's personal life, which comes alive within the four walls of that house. But to some extent, visitors are misled by what they see. To be sure, they can observe the domestic environment of Lincoln's family during its final five years at Eighth and Jackson, but they cannot as easily appreciate what life was like for that family during the preceding twelve years, when their quarters were far more cramped. It is well known that Lincoln's marriage was troubled, and that he often sought refuge from scenes of marital discord in his nearby office or out of town. It is difficult for visitors in Springfield to imagine how little space each member of the family had within the narrow confines of the Cottage. The pressure-cooker atmosphere created by its tight quarters doubtless exacerbated family tensions.

The Harriet Dean House in the park contains a model of the Cottage and a detailed description of how it grew into the Home. That exhibit certainly helps illustrate the Lincolns' progress from the former to the latter, but park visitors entering the proposed replica of the Cottage will gain a fuller, deeper appreciation of what the Lincolns' life was like for three-fourths of the time that they lived in the corner of Eighth and Jackson Streets (1844-1856). Those visitors will wonder how so many people could comfortably live together in the Cottage.

Visitors to the Cottage can also better appreciate how difficult it was for Mrs. Lincoln to adjust to life in such a small domicile, so different from the large, comfortable Kentucky home she had grown up in, or the elegant house of her older sister Elizabeth Todd Edwards on Springfield's “Aristocracy Hill,” where Mary stayed from the day she came to Illinois in 1839 to the day she married Lincoln in 1842.

### **History of Lincoln's Springfield Cottage**

The small, Greek-revival-style Cottage was built in 1839 by John and Page Eaton for the Reverend Mr. Charles Dresser, an Episcopalian minister who three years later would officiate at the Lincolns' wedding ceremony in the Edwards home. (A reduced-scale replica of that house is located within the Lincoln Home National Historic Site, separated from the Home by vacant lots.) On January 16, 1844, Lincoln signed a contract to buy the Cottage, and on May 3 received the deed.

In 1846, a bedroom and pantry were added to the back of the Cottage. In 1849-1850 stoves were installed in the parlor room; a brick retaining wall was erected in front of the Cottage;

and the wooden sidewalk was replaced with a brick front walk. In 1853, a barn was erected in the back yard, and three years later the roofs on both the original Cottage and the back addition were raised to create a second story, transforming it into the structure we see today.

During their years in the Cottage before its dramatic 1856 expansion, the Lincoln family grew. Their first child, Robert, had been born in 1843 at the Globe Tavern, where the newlyweds spent the first year of their marriage. Their second child, Edward (Eddy), was born in 1846 and died in 1850. Later that year, their third child, William (Willie), arrived. In 1853, Mrs. Lincoln delivered their fourth and final child, Thomas (Tad). So from 1846 to 1853, the Cottage was occupied by four Lincolns, and from 1853 to 1856, it housed five.

While Lincoln lived in the Cottage, his legal practice grew dramatically as he also climbed the political ladder, winning a seat in Congress in 1846 and nine years later narrowly losing a bid to become a U.S. Senator. From 1854 on, he labored heroically to establish the Republican party in Illinois. In 1856, delegates to that party's national convention almost chose him as their vice presidential candidate.

Lincoln spent a good deal of time away from home during those years, politicking throughout the Prairie State and practicing law on the Eighth Judicial Circuit each spring and autumn for weeks on end. As his political and economic status increased, his wife came to believe that the family should have a home more impressive than the Cottage. John E. Roll, who had helped remodel it in 1849, reported that: "Mrs. Lincoln decided their means justified a more pretentious house."<sup>3</sup> Lincoln, who opposed any such expansion, allegedly conspired with local carpenters to have an inflated estimate of the cost prepared so that he could reasonably claim that it was too expensive.<sup>4</sup> Despite his reluctance to add a second story, Mrs. Lincoln took matters into her own hands, hired carpenters, and evidently paid for the expansion with funds she had received from her prosperous father. The result was what her nephew termed "one of the more pretentious residences of Springfield."<sup>5</sup>

### **Suitability of the Lincoln's Springfield Cottage Project**

A replica of the Cottage is to be erected on a lot in the block immediately south of the Lincoln Home National Historic Site. That 0.2-acre lot is on South Eighth Street, a few hundred feet from the southern boundary of the park. Park visitors can easily reach the Cottage by crossing Edwards Street (located within the park) and proceeding south a minute or two. Thus can they easily compare the Home to the Cottage, gaining a clearer understanding of the difference between the cramped domestic environment that the Lincoln family experienced from 1844 to 1856 and the environment of the nearby spacious two-story Home which they occupied from 1856 to 1861.

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<sup>3</sup> Reminiscences of John E. Roll, Chicago *Tribune*, 12 February 1900.

<sup>4</sup> A. L. Bowen, "Lincoln's Character Revealed in the Purchase of His House," *Christian Science Monitor*, 12 February 1926; [Caroline Dall], "The West – II," Springfield correspondence, 31 October 1866, *Christian Recorder* (Boston), 10 November 1866. Dall said "Lincoln resisted all attempts at its enlargement." Her informant was probably William H. Herndon. Lincoln reportedly colluded with the carpenter John Armstrong and another named Connelly.

<sup>5</sup> Albert Stevenson Edwards, "The Lincoln Home," *Blue Book of the State of Illinois*, ed. James A. Rose (Springfield: Phillips Bros., 1908), 510



They can also better appreciate how Lincoln's growth from the owner of the humble Cottage to the spacious Home exemplified the advantages of an economic system that "opens the way for All --- gives hope to all, and energy, and progress, and improvement of condition to all."

The Cottage could be located elsewhere in Springfield, for example on the campus of the University of Illinois Springfield, but that site is rather isolated and well off the beaten path, six miles south of town. No other site, save within the park itself, seems appropriate and suitable. Placing the Cottage adjacent to the existing park would make it much more likely to be visited than it would be at a more remote site. It would also be close to a Lincol-era building (the John Zeller house, built in 1857, currently a restaurant).

### **Feasibility of the Lincoln's Springfield Cottage Project**

The owner of the lot on which the replica is to be located has sold an option-to-buy to The Abraham Lincoln Association, which intends to purchase the property soon. Approximately the same size as the lot occupied by the Home, it fronts on Eighth Street and could easily accommodate the Cottage. Since the Cottage is a replica and not an original building, it might be used for public events (receptions, lectures, classes, and the like). Accessibility could be provided by a ramp or an elevator to the rear of the Cottage, thus preserving its period façade.

### **Necessity of Direct National Park Service Management**

The Cottage could be like the Dean House and the Arnold House in the park, both open to the public, which can inspect exhibits (including the exhibit in the Dean House illustrating the evolution of the Cottage into the Home). It would not require daily staffing but would need to be maintained and managed, most logically by the National Park Service, which has long considered it desirable to expand the park into the block south of its current location.

Alternatively, the Cottage could be maintained by the state of Illinois, but its finances are notoriously parlous, and hence it would probably feel unable to fund ongoing maintenance of the Cottage. The same holds true for the city of Springfield. Other federal agencies seem unlikely to assume responsibility for doing so. Those levels of government might help purchase the land and build the replica, but not cover the annual expense of administering and maintaining the Cottage. The Abraham Lincoln Association has a modest endowment and budget, and is taking the initiative to raise the necessary money to create Lincoln's Springfield Cottage as a special project, as it did during the 1950s, when it underwrote the publication of Lincoln's eight volumes of collected works, and in the following decade, when it extensively furnished the restored Old State Capitol. But the Association has neither the resources nor expertise to administer and maintain the Cottage year in and year out.

Philanthropists like Lewis E. Lehrman have contributed heavily to various Lincoln-related projects, but Mr. Lehrman recently closed down The Lincoln Institute, which generously supported Lincoln scholarship. The University of Illinois Springfield has a special interest in Lincoln, but it is trying to raise funds to underwrite its newly established Center for Lincoln

Studies. The historic Strawbridge-Shepard House is located on its campus and is thus relatively easy for the university's maintenance staff to tend. The Illinois State Historical Society, which has offices in that house, has an unlimited interest in seeing such projects such as Lincoln's Springfield Cottage flourish, but unlike its interest, its resources are far from unlimited.

The Cottage could conceivably be run as a private entity, charging admission in order to cover the cost of maintenance and supervision, but zoning restrictions might make that difficult. Moreover, visitors who had been touring the park for free might well balk at paying to enter the Cottage. Finally, historic homes relying on admission charges to meet the cost of supervision and maintenance have not fared well.

In sum, the only realistic way to provide maintenance and supervision for the Cottage would be to have the National Park Service incorporate it within the Lincoln Home National Historic Site by modestly expanding the current park's boundary.

**Proposed Site  
for Creating Replica of Lincoln's Springfield Cottage**

617 South Eighth Street, Springfield, Illinois 62703

LEGAL DESCRIPTION OF PROPERTY

Lots 12 and 13 in Block 5 of E. Iles' Addition to the City of Springfield.

Except 20 feet on the west side of said lots.

Except all coal and other minerals underlying said lands, together with the right to mine and remove same.

Subject to an easement of five feet along the south side of said lots reserved by Seller.

Situated in Sangamon County, Illinois.

Together with all easements and appurtenances in favor of said real property.

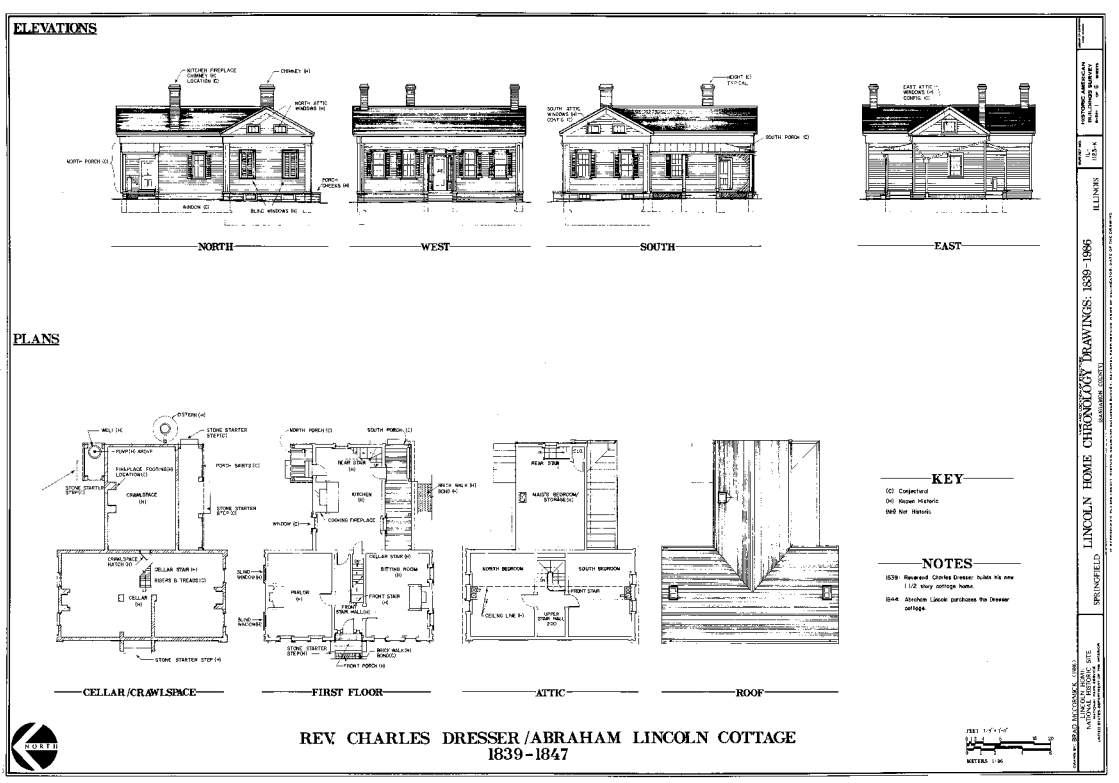
Subject to all real estate taxes and special assessments; all covenants, easements, reservations, restrictions and roadways of record or in place, if any; all prior reservations, exceptions or conveyances of the coal, oil, gas or other minerals, if any; and building, use and occupancy restrictions imposed by state and local governments, zoning laws and ordinances, if any.

Parcel ID Number: 14-34-186-026

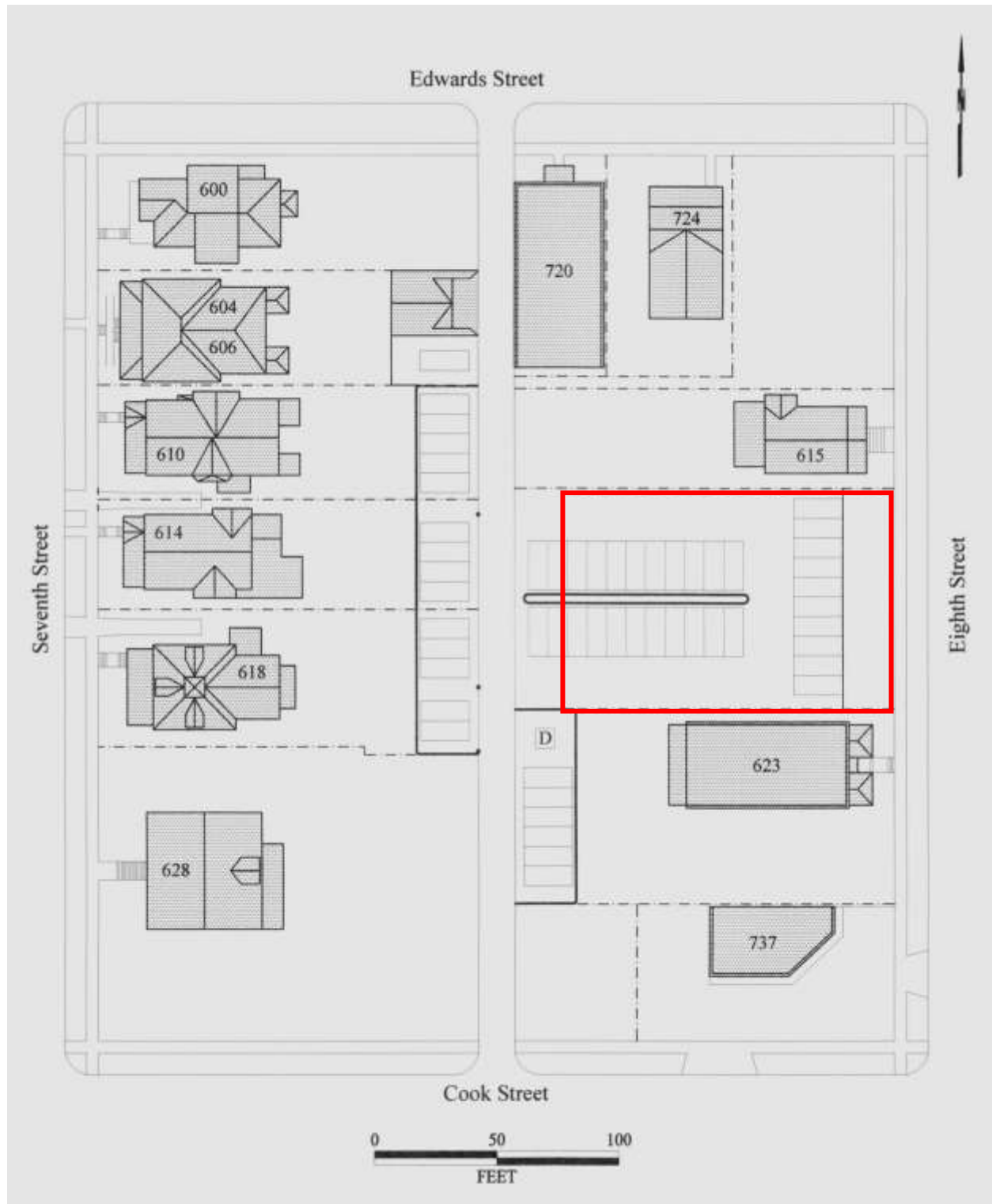
Common Address: 617 South Eighth Street, Springfield, Illinois 62703



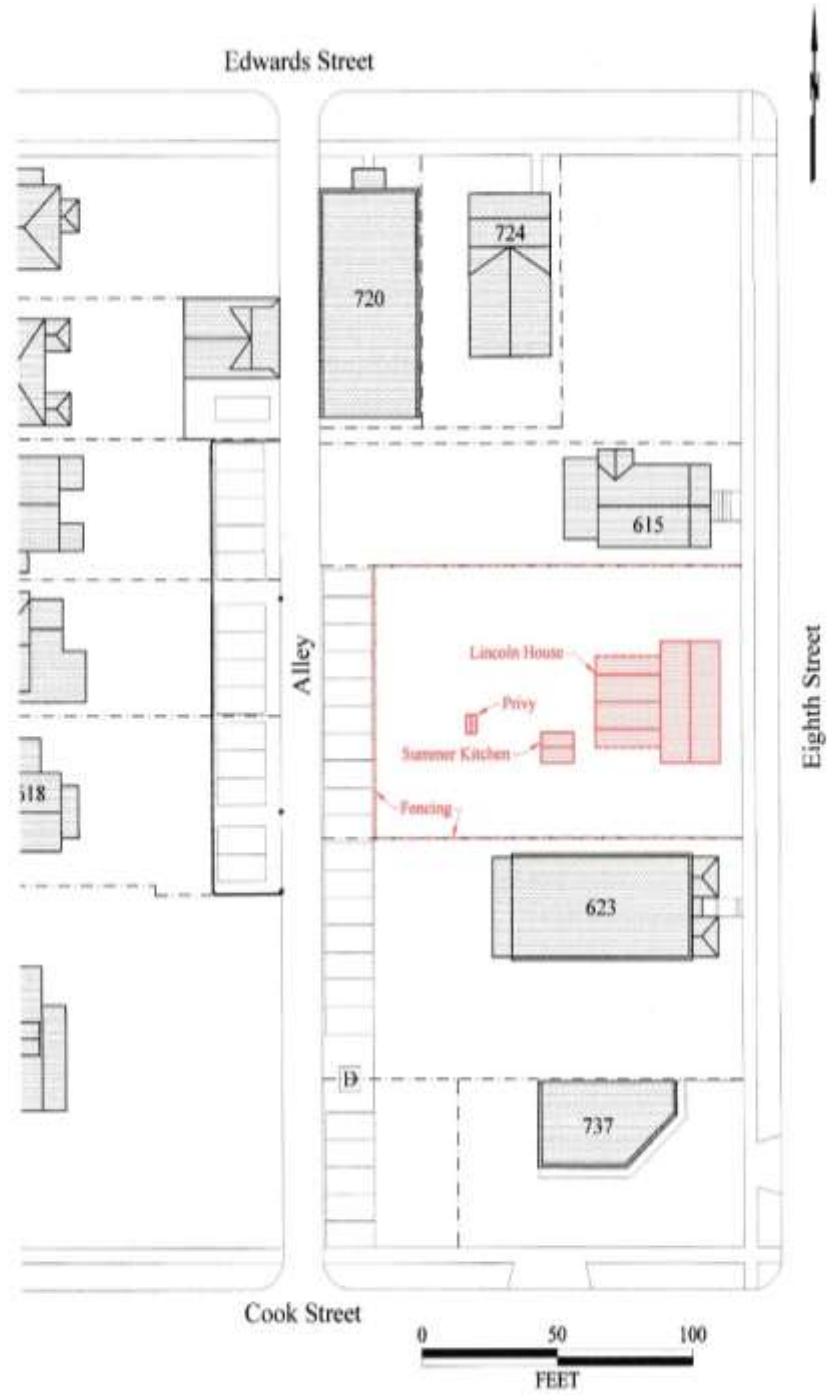
AERIAL PHOTOGRAPH OF THE SITE OUTLINED IN RED, AND THE COTTAGE PLACEMENT ON THE SITE IN BLACK.



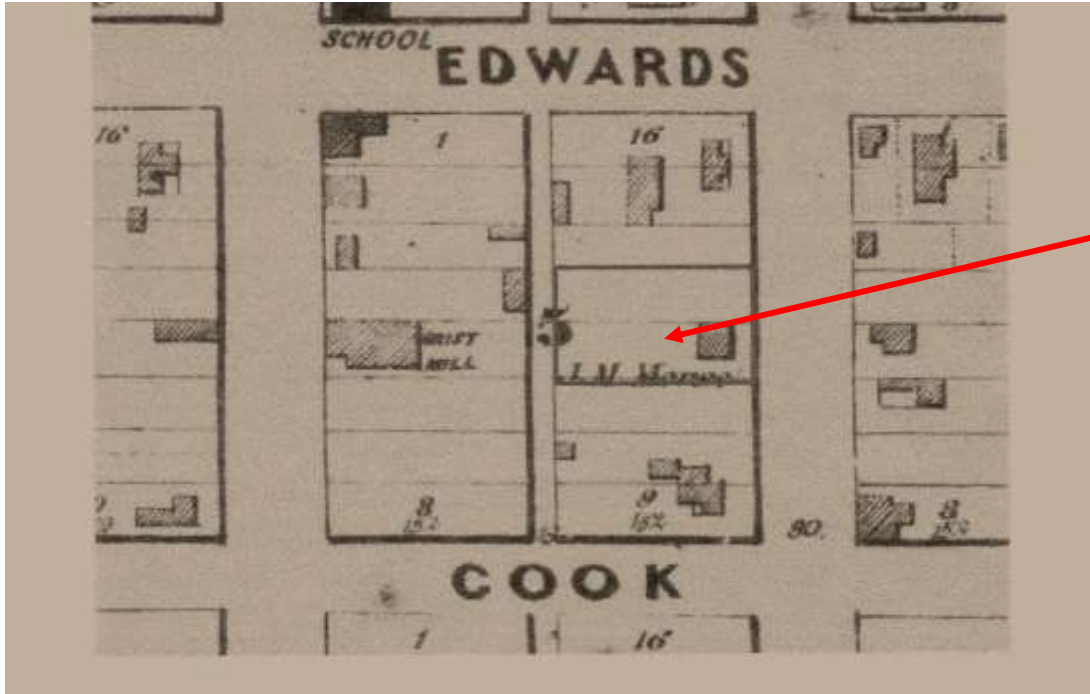
LINCOLN'S SPRINGFIELD COTTAGE ELEVATIONS AND PLANS, 1839-1847.



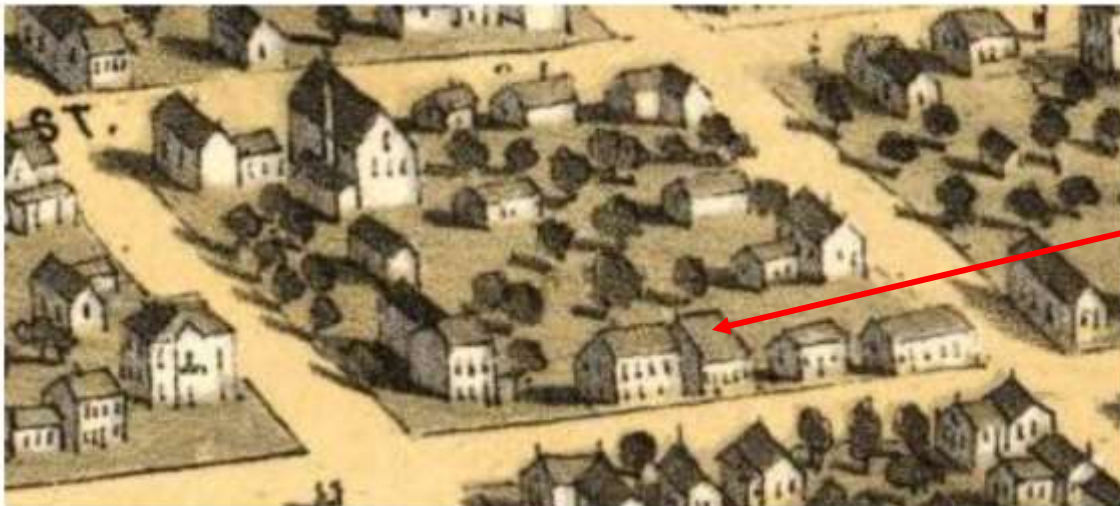
A DRAWING OF THE STRUCTURES AND LOT LINES FOR THE SQUARE BLOCK, 7TH TO 8TH AND EDWARDS TO COOK STREETS, SHOWING THE SITE OUTLINED IN RED.



DRAWING OF THE SITE (LOTS 10 AND 11) ILLUSTRATING POTENTIAL IMPROVEMENTS, TWO CIRCA 1840 HOUSES WITH ASSOCIATED OUT BUILDINGS AND LANDSCAPE FEATURES OUTLINED IN RED.



BLOCK 5 AS DEPICTED ON THE 1858 CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS MAP (SIDES, 1858)  
THE 1854 CITY OF SPRINGFIELD, SANGAMON COUNTY, ILLINOIS (MAPOTHER, 1854) IS, IN ESSENCE, THE SAME CONFIGURATION AS  
ILLUSTRATED HERE ON THE 1858 MAP.



VIEW OF BLOCK 5, AS DEPICTED ON RUGER'S 1867 BIRD'S EYE VIEW  
OF SPRINGFIELD, ILLINOIS LOOKING WEST FROM EIGHTH STREET.

## Thoughts About Function and Use

Sue Massie

Lincoln's Springfield Cottage  
Thoughts about Function and Use  
Sue Massie, 6-24-2020

The Lincoln's Springfield Cottage reproduction will provide a true sense of the family's home during their first twelve years in Springfield. It was small, about 1200 square feet downstairs counting the front hallway with one room on each side and the kitchen in back. In the half-story attic were three sleeping rooms.

In thinking about how the home might be appointed and used, several possibilities have occurred to me.

Furnishings, either period or reproductions, particularly if the original cottage furnishings can be identified, would add to the realism of the home. If possible, pieces could be used; chairs sat in, dressers opened, and tables used for dining. Such use would enhance the sense of the Lincolns' life in the home.

Within the home, either integrated within the furnished rooms or possibly in a dedicated area, interpretative panels and artifacts could be exhibited. Among the subjects for interpretation might be these.

- History of the Cottage. When built and by whom. Workers who built the home and those who worked within. Diversity of families who lived there, including African American life in early Springfield.
- Construction of the Cottage. Materials used, their sources, and preparation. Methods of construction. Craftsmen of the time.
- Furniture and Furnishings. Common furnishings of 1840 cottage homes, their appearance and uses.
- Expansion of the Home. The several-phase improvements of the cottage and eventual addition of a second floor in 1856. What was done, why, and how especially the second-floor addition was constructed.
- Raising children.
- Outbuildings, horses, and livestock.

The home could be utilized in ways such as these.

- Receptions for special guests and gatherings to commemorate important occasions
- Presentations by reenactors, authors, or musicians to small groups, or to larger groups outside on the lawn when weather is pleasant
- A venue for plays or movies that can be filmed
- A place for students to absorb the history, led by their classroom teachers or docents
- A site, both inside the home and outside, for demonstrations of 1840s household activities



## Minutes of the Executive Committee of The Abraham Lincoln Association June 1, 2020

### Redacted to show only material relevant to Lincoln's Springfield Cottage Proposal

Abraham Lincoln Association  
Executive Committee Meeting via Zoom  
June 1, 2020

Present: Michael Burlingame, Dick Hart, James Cornelius, Guy Fraker, Kathryn Harris,  
David Joens, Bob Willard, Bill Bartelt, Kay Smith

1. Welcome – Michael Burlingame  
• Reminder: ALA's first Zoom Conversation June 2, 2020 with Michael

4. Reconstruction of 1844-1856 Lincoln Home – Michael Burlingame/Dick Hart
- An Ad Hoc committee has met to consider the potential of erecting a replica of the home of Abraham Lincoln at 8<sup>th</sup> and Jackson Streets in Springfield, Illinois as it existed from 1844-1856. Such a replica would serve to inform and educate visitors about the lifestyle of the Lincolns while they lived in a much smaller house. Members of this Committee: Michael Burlingame, Richard Hart, Kay Smith, Sue Massie (Massie+Associates and ALA Board member), Floyd Mansberger (Fever River Research and property owner)
  - Phase One of the Committee – designate property sites. The desired site is at 617 South Eighth Street in Springfield is adjacent to but not contingent to the Lincoln Home National Park Service site. An Option to Purchase has been entered into between the property owner and the Elijah Iles House (acting as placeholder on this agreement). The sum of \$100.00 was paid by the Iles House to the Owner and will be held in escrow by the Owner. It is the desire of the Committee to have the Iles House assign its option to purchase to the Abraham Lincoln Association. A motion was made by David Joens for this transfer of the option to the Abraham Lincoln Association and to keep the discussions and research on an on-going basis; seconded by Bob Willard. All voted in favor. This option to purchase shall expire February 13, 2021.

Further Future Actions Designated by the Ad Hoc Committee [See attachment #2. Option to Purchase and detailed drawings (6 pages)]:

- A site plan showing the boundaries and the proposed location of the House will be prepared.
- A rough estimate of construction costs will be developed.
- Pinpoint sources of funding
- Prepare full budget
- Consult with architect and builder

5. ALA Board Meeting to be held via Zoom – Friday, June 19 at 3:00 p.m. CST [ notification and agenda will be sent with Zoom invitation]

Respectfully submitted,

Kay Smith  
Executive Manager

**Option to Purchase**

# 2

OPTION TO PURCHASE

OPTION TO PURCHASE, granted June 1, 2020 by FLOYD MANSBERGER, of P.O. Box 5204 (61705) Springfield, Illinois ("Owner") to THE ELIJAH ILES HOUSE FOUNDATION, an Illinois not for profit corporation ("ILES").

1. *Grant of option.* For and in consideration of the sum of \$100.00 paid by ILES to Owner, the receipt and legal sufficiency of which is hereby acknowledged, and which will be held in escrow by Owner, Owner does hereby grant to ILES the exclusive option (the "Option") to purchase the premises commonly known as 617 South Eighth Street, Springfield, Illinois, more particularly described in Exhibit A attached hereto (the "Property") pursuant to the terms and conditions of the Agreement to Purchase negotiated and agreed to by Owner and ILES, a copy of which is attached hereto as Exhibit B and incorporated herein by reference and initialed by Owner and ILES (the "Agreement").

2. *Expiration date.* This Option shall only be exercisable commencing on June 1, 2020, and shall expire at 5:00 p.m. on February 13, 2021, during which period Owner agrees not to market, sell or encumber any portion of the Property.

3. *Notice of exercise.* ILES may exercise this Option only by giving written notice thereof to Owner at the above respective address, by hand delivery or registered or certified mail, prior to the expiration date. Notice shall be deemed given only if actually received in writing by Owner prior to 5:00 p.m. on February 13, 2021.

4. *Purchase price.* The total purchase price for the Property shall be \$70,000, which ILES shall pay to Owner as provided in the Agreement. The foregoing sum of \$100.00 paid for this Option shall be credited toward the purchase price for the Property to be paid by ILES upon closing, as provided in the Agreement.

5. *Failure to exercise option.* If ILES does not exercise this Option, Owner may elect to treat this Option as null and void and Owner shall return to ILES one-half (1/2) of the sum paid to Owner by ILES for this Option. In that event, neither party shall have any further rights or claims against the other.

6. *Exercise of option.* If ILES exercises this Option, Owner and ILES shall perform their respective obligations set forth in the Agreement, as Seller and Iles respectively.

7. *Inspection and Tests.* Owner will permit ILES, or those acting on its behalf, at any time after the date hereof, upon delivery of reasonable notice to Owner, and either before or after exercise of this Option, to perform its due diligence by making environmental and wetland studies, and engineering studies including, but not limited to, soil tests, borings, utility evaluations, locations of curb cuts, and a survey (including flood plain status), on the Property to determine the suitability of the Property for ILES's proposed use, and any other tests related to ILES's investigation of the Property. If ILES's due diligence indicates conditions unsatisfactory to ILES, ILES may, in its sole discretion, give notice of such fact to Owner, and this Option shall

terminate. In such event, Owner shall return to ILES the sum paid to Owner by ILES for this Option, and all obligations hereunder, or resulting from any prior exercise hereof, shall end with neither party having any further liability to the other.

8. *Confidentiality.* ILES and Owner agree to hold the terms hereof and all information supplied in connection herewith confidential, except as to disclosures required by law or order, or matters which are of public record or previously known prior to disclosure hereunder.

9. *Successors and Assigns.* This Option and all rights hereunder shall bind and inure to the benefit of Owner and ILES, their successors in interest and assigns.

IN WITNESS WHEREOF, Owner and ILES have hereunto set their hands as of the day and year first above written.

FLOYD MANSBERGER

Floyd Mansberger

THE ELIJAH ILES HOUSE FOUNDATION

By: George M. Connerly  
President

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

See page 7.

## EXHIBIT B

AGREEMENT TO PURCHASE

This Agreement to Purchase by and between FLOYD MANSBERGER ("Seller") and THE ELIJAH ILES HOUSE FOUNDATION, an Illinois not for profit corporation ("Buyer").

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, the premises commonly known as 617 South Eighth, Springfield, Illinois and legally described in Schedule A attached hereto, along with all improvements and attached fixtures thereto (the "Property").

I. Price and Terms:

The purchase price of \$70,000, subject to adjustment as provided herein, shall be paid at closing.

II. Method of Payment:

Buyer shall pay the purchase price as follows: (i) Buyer shall receive a credit in the amount of \$100 which represents the sum paid to Seller by Buyer for the Option to Purchase on the Property dated June \_\_\_, 2020 (the "Option") and (ii) the balance of the purchase price shall be payable by certified check.

III. Closing:

This Agreement shall be closed on or before May 1, 2021, which date shall be not more than ninety (90) days from the date of this Agreement. Possession by Buyer shall be at the time of closing unless otherwise agreed in writing. Prior to closing, Seller agrees that Buyer and Buyer's agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

IV. Taxes and Assessments:

Seller shall be responsible for all taxes and assessments against the Property to the date of closing, which taxes and assessments shall be prorated based upon the most recent available tax bill. Such taxes shall be the subject of an adjustment in favor of Buyer against the balance of the purchase price and Buyer agrees to pay taxes which become due and payable subsequent to the date of closing based on such adjustment. Seller shall pay the amount of any stamp tax imposed by state and/or county law on the transfer of title and shall furnish a completed real estate transfer declaration signed by Seller in the form required by the Real Estate Transfer Act of the State of Illinois. Any local transfer tax obligation shall be paid by the party responsible therefore pursuant to the terms of the local ordinance, provided, however, if such local ordinance does not specify a responsible party, the local transfer tax shall be paid by Seller.

V. Conveyance, Liens, Encumbrances:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed conveying the Property in fee simple absolute, free, clear and unencumbered, in proper form for recording. Seller shall also execute and deliver such other documents as are usual and customary in connection with a sale and purchase of real property in the State of Illinois. The Property shall be free and clear of all liens, mortgages or other encumbrances, including the claims of any third parties claiming any possessory or other interest in the Property.

VI. Title Evidence:

Upon acceptance of this Agreement, Seller shall within ten (10) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which said premises are located for the amount of the purchase price, subject only to the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or

restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the premises, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price, (h) rights of tenants in possession, if any.

Buyer or its attorney shall within a reasonable time after receiving such title evidence deliver to Seller or its agent, together with such evidence, a report in writing specifying any objections made to the title. In case such title evidence is not delivered to Buyer or its attorney within a reasonable time, or material objections made to the title in such report are not cured within thirty (30) days after such report is so delivered, this Agreement shall, at Buyer's option, be void and the sum paid to Seller by Buyer for the Option shall be returned to Buyer. Buyer may, nevertheless, elect to take such title as it then is, and may deduct from the purchase price the amounts of liens and encumbrances and, in such case, the Seller shall convey the premises as agreed.

VII. Conditions Precedent: If (a) Seller is unable to convey title to the Property in accordance with the terms of this Agreement, (b) any governmental laws, regulations, codes, statutes, ordinances or orders governing the use or occupancy of the Property materially adversely affect the use of the Property, (c) any soil and boring tests performed on Buyer's behalf do not meet Buyer's requirements for soil bearing capacity, (d) if, in Buyer's sole judgment, the soil or environmental condition of the Property is unacceptable to Buyer or would make the cost to develop the Property uneconomical, (e) adequate utilities, including, without limitation, water, gas, electricity and storm and sanitary sewer lines are not available without material cost to Buyer (excepting tap or connection fees) at the perimeter of the Property, (f) any street abutting the Property is not open to the public, duly dedicated, fully paved and contiguous to the Property, (g) any easement of public utilities, or exact location of boundary lines, encroachments, street and highway rights-of way, or any other fact which is disclosed by the survey or inspection of the Property, causes the Property to be materially adversely affected, (h) any contingency or condition precedent to Buyer's obligations hereunder has not been satisfied or waived by Buyer in writing, or (i) any warranty or representation of Seller is untrue, inaccurate, incorrect or misleading in any material respect, then, in any such event, Buyer may terminate this Agreement, whereupon Seller shall return to Buyer the sum paid to Seller by Buyer for the Option, and all obligations hereunder, or resulting from any prior exercise hereof, shall end with neither party having any further liability to the other.

VIII. Performance:

Should Seller fail to perform this Agreement promptly on Seller's part at the time and in the manner herein specified, Seller shall return to Buyer the sum paid to Seller by Buyer for the Option and the Buyer shall, at its election, have all rights and remedies for breach of this Agreement or for specific performance hereof as may be permitted in law or equity.

Should Buyer fail to perform this Agreement promptly on Buyer's part at the time and in the manner herein specified, the Seller shall, at its election, have all rights and remedies for breach of this Agreement or for specific performance hereof as may be permitted in law or equity, including but not limited to, the right to retain the sum paid to Seller by Buyer for the Option as liquidated damages and in the event of such retention, this Agreement thereupon shall become and be null and void, and the Seller shall then have the right to reenter and take possession of the premises aforesaid, and a written notice of such forfeiture and reentry served upon Buyer shall be sufficient evidence of such election, forfeiture and reentry, and all rights, if any, of Buyer shall be considered terminated.

IX. Damages by Casualty Before Closing:

The destruction or damage to any portion of the Property by acts of God, third person, subsidence or the condemnation of any portion of the Property, shall, at Buyer's sole and absolute discretion and election, relieve Buyer of any duty, objection or liability arising hereunder. It is expressly agreed and understood that Seller shall be solely responsible for maintaining any and all insurance policies, insurance coverages and insurance agreements which Seller deems appropriate for Seller's own benefit up to and including the time this transaction is closed. Buyer has no responsibility to insure or, in any other manner, protect any of the Seller's interest(s) or potential interest(s) regarding the Property. In the event the Property is damaged or destroyed and Buyer elects to complete the purchase of the Property hereunder, Seller agrees to assign to Buyer any and all insurance proceeds payable to Seller with respect to such damage or destruction.

X. Leases:

Seller represents that there are no leases currently in effect with regard to the Property.

XI. Seller's Representations and Warranties:

Seller hereby represents and warrants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

A. Seller is the sole owner of the Property, has fee simple title to the Property and has full right and authority to transfer such title to Buyer.

B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

C. Seller has not received any notice and is not aware of any violation of any zoning, health, fire, building code or similar statute, ordinance, law, regulation or code with respect to the Property. Should Seller receive any such notice of violation prior to closing, Seller shall cause such violation to be cured at its cost prior to closing, or, if Seller shall refuse to do the same, Buyer shall have the option of either voiding this Agreement or of curing such violation with the right to deduct, from the purchase price, the cost of curing the same.

D. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

E. There are no variances or special use permits affecting the use or operation of the Property. Water, sewer, gas, telephone and electricity are available to the Property. The Property is contiguous to and has direct access to a public street or right-of-way. All roads abutting the Property are contiguous to it and there are not gas wells or other wells (whether capped or uncapped, plugged or unplugged) or underground storage tanks in, on or about the Property. The Property does not contain any "fill", or if the site was filled, that such fill dirt did not contain organic debris or trash and was of good quality and was adequately compacted.

XII. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, they shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

XIII. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

A. Buyer has the legal capacity to enter into this Agreement.

B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

XIV. Brokers:

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby. Seller agrees to indemnify, defend and hold Buyer harmless from and against all claims for brokerage commissions and finder's fees arising from or attributable to the acts or omissions of Seller or any person or entity acting or purportedly acting on behalf of Seller.

XV. General Conditions and Stipulations:

1. Time shall be considered to be of the essence of this Agreement. The warranties and agreements herein contained shall extend to and be obligatory upon the successors in interest and assigns of the parties hereto.

2. All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to the Seller or to the Buyer at their respective addresses shall be considered sufficient service thereof.

3. This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral or written agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

4. This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

5. This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

6. Seller and Buyer agree to hold the terms hereof and all information supplied in connection herewith confidential, except as to disclosures required by law or order, or matters which are of public record or previously known prior to disclosure hereunder.

SPECIAL PROVISIONS

A. The Property is being sold and purchased so that it can be developed as an interpreted historic site, the reconstruction of the Lincoln Home as it was when first occupied by the Lincoln family. Any alternate uses must be approved by Mansberger upon request of Buyer. Should such proposed uses not be agreeable to Mansberger, then Mansberger has right to buy back from Buyer at price equal to amount of original purchase. In the event that Buyer does not begin to develop the Property on or before June 1, 2025 or in the event the Buyer gives written notice to Seller that it wishes to place the Property for sale on the open market, the Seller shall have the right to reacquire the Property by giving written notice of the exercise of this right property to Buyer, and Seller shall pay Buyer an amount equal to the original purchase price paid by Buyer to Seller.

B. Buyer accepts the premise that potentially significant archaeological resources are present on the two lots being sold, and that any proposed undertaking on the property that would entail ground disturbing activity would be preceded by an archaeological assessment of the area to be affected. With this in mind, the area of greatest archaeological potential is the rear (or west) half of the two lots, within an area of suspected low impact. Although the front half of each lot has much less archaeological potential, archaeological testing in this area would be conducted prior to the reconstruction of the early Lincoln Home. Fever River Research agrees to conduct these field investigation, donating staff labor. Such a study shall be conducted within a period of six weeks from the date that Seller gives written notice that he wishes to conduct such a study.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2020.

FLOYD MANSBERGER

THE ELIJAH ILES HOUSE FOUNDATION

\_\_\_\_\_

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

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Floyd Mansberger, 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 he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of June, 2020.

\_\_\_\_\_

Notary Public

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON        )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that James Cornelius, personally known to me to be the President of The Elijah Iles House Foundation, and who is also 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 such President he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public



**Assignment of Option by the Elijah Iles House Foundation to  
The Abraham Lincoln Association**

THIS SPACE PROVIDED FOR RECORDER'S USE

WHEN RECORDED RETURN TO:

Richard E. Hart  
Suite 501  
One North Old State Capitol Plaza  
Springfield, Illinois 62701

**ASSIGNMENT OF OPTION**

This ASSIGNMENT OF OPTION made this June \_\_, 2020, by and between The Elijah Iles Foundation, an Illinois not for profit corporation of \_\_\_\_\_, Springfield, Illinois, hereinafter referred to as 'Assignor', and The Abraham Lincoln Association, an Illinois not for profit corporation of \_\_\_\_\_, Springfield, Illinois hereinafter referred to as 'Assignee', in consideration of the mutual covenants herein contained, the sum of \$100 and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Option to Purchase, included as an attachment to this Agreement, hereinafter referred to as Option to Purchase with Floyd Mansberger, hereinafter 'Obligor';

WHEREAS, the Option to Purchase has an expiration date of February 13, 2021, as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Option to Purchase to Assignee; and

WHEREAS, the Contract requires the prior consent of the Obligor;

WHEREAS, the necessary consent was obtained on June \_\_, 2020 by written consent of the Obligor and a copy of the consent is attached to this Agreement.

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Option to Purchase, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignors obligations responsibilities and duties under the Option to Purchase and all of Assignors right, title and interest in and to the Option to Purchase.
3. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from Assignees performance after the assignment of the Option to Purchase.
4. Obligor in providing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Option to Purchase.
5. This Agreement is governed by the laws of the State of Illinois, without regard to Illinois's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.

The Elijah Iles House Foundation  
By: \_\_\_\_\_  
Its President

The Abraham Lincoln Association  
By: \_\_\_\_\_  
Its President

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that James Cornelius, personally known to me to be the President of The Elijah Iles House Foundation, and who is also 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 such President he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF SANGAMON    )

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Michael Burlingame, personally known to me to be the President of The Abraham Lincoln Association, and who is also 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 such President he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public



**Preliminary Budget**

Land for Site	\$70,000
Site Cleanup and Fill	\$15,000*
Construction of Cottage	\$250,000*
Landscaping and Signage	\$30,000*
Architect	\$18,000
Contingency	<u>\$17,000</u>
<b>Total</b>	<b>\$400,000</b>

\* Estimated. Awaiting detailed quotes.

There may be construction items that will be donated by suppliers and such donations will reduce the budgeted cash amount needed for Lincoln's Springfield Cottage construction.

## Lincoln's Springfield Cottage History

### From the Lincoln Home National Historic Site

When the house was built, it was much smaller than you see it today, as shown in the scale model.

The Lincolns enlarged the house to a full two stories in 1856 to meet the needs of their growing family.

When Abraham Lincoln was 35 years old in 1844, he bought a little cottage on the corner of Eighth and Jackson Streets in Springfield, Illinois. He was a former state legislator practicing law, married for two years, and a new father. He paid \$1500 for some land and what has been described as “a small Greek Revival-style house”—not the house style shown here. Built in 1839 by the Reverend Charles Dresser, Lincoln's first house was fairly new construction when he purchased it five years later. In the tradition of Thomas Jefferson and his Virginia home called Monticello, Mr. Lincoln took to home remodeling like a politician takes to speech-making.

Lincoln was elected President of the United States in 1860, which gave him a few years to fix up the old homestead in Springfield. Back in those days, professional architects didn't even exist—architecture was not a licensed profession until after the AIA was founded in 1857. So what did Lincoln do with his little cottage? Here's the rest of the story.

When Abe and his family, Mary and Robert, moved into the little house on the corner, the structure was only 1 ½ stories high with five to six rooms—not the house we see today. Three rooms occupied the first floor and two to three “sleeping lofts” were upstairs in the half story. An upstairs floor is considered a “half” story when the second floor ceilings are sloped, taking the shape of the roof.

### Lincoln's Renovations and Remodeling:

From when they bought the house in 1844 until they moved to Washington, D.C. in 1861, the Lincoln family oversaw many renovations to their Springfield home:

- **1846:** bedroom and pantry addition to the back of the house
- **1849-1850:** added parlor room stoves and the front brick retaining wall; replaced the wooden sidewalk with a brick front walk
- **1853:** added a barn
- **1855:** raised the roof of the original cottage to two stories
- **1856:** raised the back addition to two full stories; added the iron railing to the second floor porch; constructed a wall between the kitchen and dining room
- **1859:** the backyard washing house was torn down, so one might assume that indoor plumbing was installed in the main house; a woodshed was added to the barn.<sup>6</sup>

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<sup>6</sup> *Lincoln Home National Historic Site* website, [www.nps.gov/liho/ind](http://www.nps.gov/liho/ind) <https://www.jstor.org/stable/40189872?seq=1>

