\sim	
AGREEMENT, made this 25th day of March	, 19 <u>86</u> , between
ROBERT E. COSENZA and JOYCE A, COSENZA, his wife	, Seller, and
Anna and a supplied that the s	D
RUDOLPH J. HERAKOVICH.	, Purchaser:
WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereu	inder, Seller hereby
covenants and agrees to convey to Purchaser in fee simple by Seller's	recordable
warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situat Cook and State of Illinois described as follows:	
LOTS 1 AND 2 IN LESTER'S SUBDIVISION OF BLOCK 8 OF SOUTH LAWN IN THE SOU	THWEST
1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIP MERIDIAN, IN COOK COUNTY, ILLINOIS. 1071-6/3-6072	AL
TAK LA 29-08-304-013 -014 ADP: 140 E. 1474 TO 1+AT	21/3/5 711
and Seller agrees to provide Purchaser at Seller's expense a Plat of Survey	bv a
surveyor registered in Illinois showing no encroachments and all improvemen	ts to
be within the lot lines;	
and Seller agrees to provide an Affidavit of Title to Purchaser to cover th	e
period of tire between the Commitment date of title insurance and the closi	ne on
this matter:	
April 7. 1086	at Callar's avmanca
and Seller further agrees to furnish to Purchaser on or before April 7, 1986, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the seller further agrees to furnish to Purchaser on or before April 7, 1986, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the seller further agrees to furnish to Purchaser on or before April 7, 1986, the following evidence of title to the premises:	he price issued by
CHICAGO TITLE & TIUS COMPANY , (b) certificate of title issued by the Registrar of Titl	es of Cook County
Ulippis (c) more hantable ab the conflitte*, showing merchantable title in Seller on the date hereot, subject	t only to the matters
anneilliad halow in narraggab 7. A r. 7 Purchaser hereby covenants and agrees to hav to Sellet. At such hisce	e as Seller may from
time to time designate in writing, ard until such designation at the office of HOWARD M. BRANDSTEIN	,
180 North LaSalle Street, Stile 1925, Chicago, Illinois 60601	
	wa san isa is
the price of EIGHTY SEVEN THOUSAND (\$67,000.00)	
Dollars in the manner following, to-wit: The payment of TWENTY TWO THOUSAND $(\$22.000.$	00) DOLLARS on
the closing of this transaction, and the balance of SIXTY FIVE THOUSAND (\$6	5.000.00}
DOLLARS to be paid with interest not to exceed TEN (10%) percent a year for	a period of
five (5) years amortized over a fifteer (15) year period with a balloon pay entire unpaid balance at the end of the fifth (5th) year.	ment or the
encire unpaid balance at the end of the fifth (5th) year.	
with interest at the rate of 102 per cent per annum p syable	
on the whole sum remaining from time to time unpaid.	
Possession of the premises shall be delivered to Purchaser on April 30, 1986	
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, provided that Purchaser is not then in default un	der this agreement.

Rents, water taxes, insurance premiums and other similar items are to be adjusted pro rata as of the date provided herein for delivery of possession of the premises. General taxes for the year 19_8/2 are to be prorated from January 1 to such date for delivery of possession, and if the amount of such taxes is not then ascertainable, it e prorating shall be done on the basis of the amount of the most recent ascertainable taxes.

It is further expressly understood and agreed between the parties hereto that:

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1985 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) all installments of special assessments heretofore levied falling due after date hereof; (c) the rights of all rersons claiming by, through or under Purchaser; (d) easements of record and party-walls and party-wall agreements, if any; (e) cuilding, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (f) roads, highways, treate and allows if any: streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty any and all taxes and installments of special resessments pertaining to the premises that become payable on or after the date for delivery of possession to Purchaser, and Purchaser shall deliver to Seller duplicate receipts showing timely payment thereof.

3. Purchaser shall keep the buildings and improvements on the premises in good repair and shall neither uffer nor commit any waste on or to the premises, and if Purchaser fails to make any such repairs or suffers or commits waste Seller may elect to make such repairs or climinate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at __10%____ per cent per annum until paid.

4. Purchaser shall not suffer or permit any mechanic's lien or other lien to attach to or be against the premises, which shall or

may be superior to the rights of Seller.

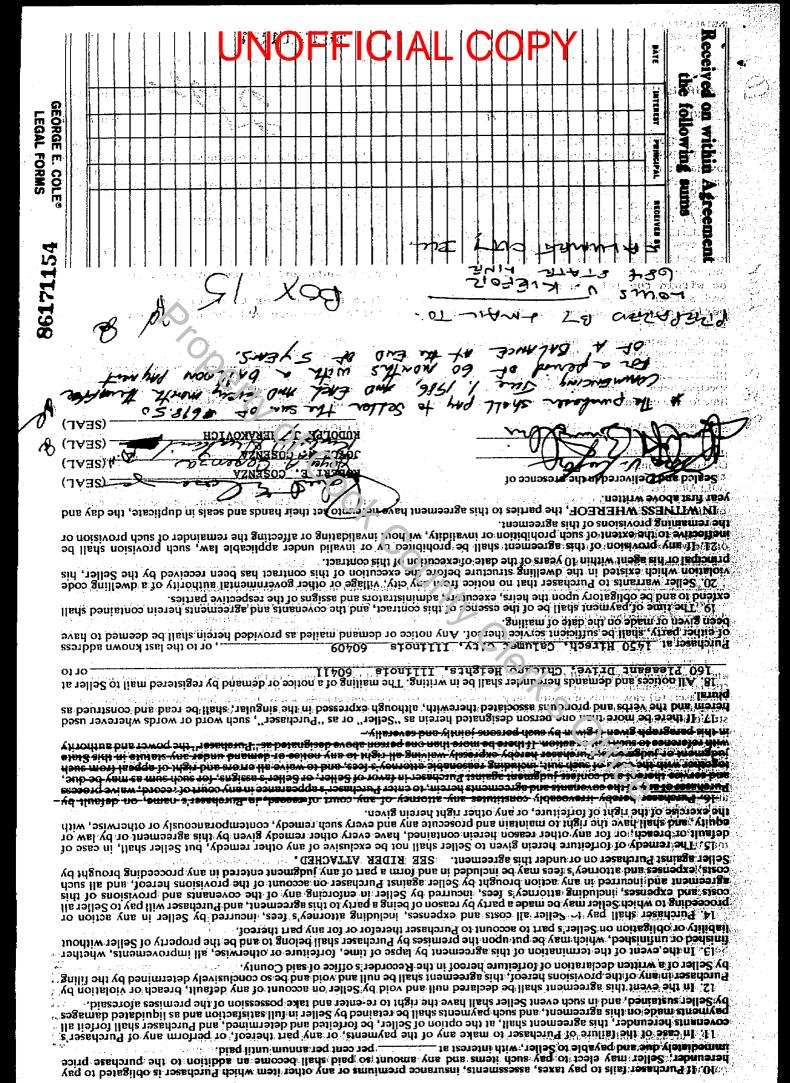
5. Every contract for repairs and improvements on the premises, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the premises and no contract or agreement, or all or written, shall be made by Purchaser for repairs or improvements upon the premises, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such repairs and improvements shall be promptly delivered to and may be retained by Seller.

6. Purchaser shall not transfer or assign this agreement or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this contract null and void, at the election of Seller; and Purchaser will not lease the premises, or any part thereof, for any purpose, without Seller's written consent.

7. No right, title or interest, legal or equitable, in the premises, or any part thereof, shall vest in Purchaser until the delivered of the deed aforesaid by Seller, or until the full payment of the purchase price at the times and in the manner herein provided.

8. No extension; change, modification or amendment to or of this agreement of any kind whatsoever shall be made of claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchasen shall have any force or effect whatsoever unless it shall be endorsed in writing on this agreement and be signed by the parties. hereto.

9. Purchaser shall keep all buildings at any time on the premises insured in Seller's name at Purchaser's expense against loss by fire, lightning, windstorm and extended coverage risks in companies to be approved by Seller in an amount at least equal to the sum remaining unpaid hereunder, which insurance, together with all additional or substituted insurance, shall require all payments for loss to be applied on the purchase price, and Purchaser shall deliver the policies therefor to Seller.



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PURCHASE AGREEMENT

AGREEMENT made this 25th day of March, 1986 by RUDOLPH J. HERAKOVICH, INC., an Illinois Corporation, hereinafter referred to as "Buyer" and ROBERT E. COSENZA, INC., an Illinois Corporation, hereinafter referred to as "Seller".

WITNESS:

WHEREAS, Seller owns and operates a Dairy Queen fast food restaurant business located at 140 East 147th Street, Harvey, Illinois; and

WHEREAS, Buyer desires co buy the operating assets and goodwill of the business and Seller desires to sell same.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- 1. Buyer agrees to buy the Dairy Queen franchise, fixtures, operating assets and goodwill of the restaurant business at 140 East 147th Street, Harvey, Illinois, which Seller operates at that location, at a price of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS and Seller agrees to sell at that price; and
- 2. The purchase price includes the telephone number of the business, the goodwill, the Seller's covenant not to compete and all of the equipment, furniture and fixtures in the business as listed in Exhibit "A", a copy of which is attached hereto, all of which shall be free and clear of any and all liens. The purchase price also includes the DAIRY QUEEN FRANCHISE held by seller.

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- deposit of FIVE THOUSAND (\$5,000.00) DOLLARS to be held in escrow by Howard M. Brandstein, Seller's attorney; EIGHT THOUSAND (\$8,000.00) DOLLARS including the FIVE THOUSAND (\$5,000.00) DOLLARS including the FIVE THOUSAND (\$5,000.00) DOLLAR escrow deposit, to be paid at closing and the balance of TWENTY SEVEN THOUSAND (\$27,000.00) DOLLARS by Promissory Note payable monthly over a period of five (5) years with a fifteen (15) year amortization, including interest at ten (10%) percent per annum with the first payment to be due thirty (30) days after closing. The Note shall be secured by a Security Agreement, giving the Seller a security interest in the Dairy Queen franchise and all of the assets being sold to Buyers.
- 4. Buyer shall have the right to prepay this obligation at any time without penalty.
- 5. At closing of this transaction Buyer will purchase from Seller the inventory and supplies of said business operation at Seller's cost basis.
- 6. All of the Buyer's obligations hereunder are sobject to the following conditions precedent:
- A. That Seller, Buyer and American Dairy Queen
 Corporation or International Dairy Queen, enter into and agree
 to the Assignment of the Dairy Queen Franchise to Buyer, whereby
 Buyer shall assume all responsibilities under a Franchise

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Agreement dated January 1, 1981, by and between ROBERT E. COSENZA, INC., and American Dairy Queen Corporation, a copy of said Franchise Agreement is attached hereto and made a part hereof.

- B. In the event AMERICAN DAIRY QUEEN or INTERNATIONAL DAIRY QUEEN, imposes financial conditions upon the transfer of the Franchise from Seller to Buyer which are unacceptable to Seller or Buyer this transaction shall be null and void.
- c. Seller agrees to pay all of the transfer fee set forth in the Franchise Agreement, to International Dairy Oueen.
- D. That Buyer and Seller execute an Installment Agreement for the sale of the premises situated at 140 East 147th Street, Harvey, Illinois, a copy of said Agreement is attached hereto, and made a part hereof.
- E. In the event the above conditions precedent are not satisfied all moneys paid by Buyer as Escrew deposits or otherwise shall be refunded to Buyer promptly.
- 7. If Buyer shall materially default in the payments due hereunder or under its Assignment of the Franchise Agreement between the Barent Dairy Queen Corporation and the Buyer, or on the Installment Agreement for Warranty Deed by and between Robert E. Cosenza and Joyce N. Cosenza, as Seller, and Rudolph J. Herakovich as Purchaser, dated March 25, 1986, or on the Security

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Agreement by and between Seller and Buyer concerning the equipment, fixtures, and furniture of the business and said default is not cured within fifteen (15) days after written notice, Seller may elect to terminate this Agreement and retake possession of the premises. The remedy specified above shall in no way limit the other remedies which may be pursued by Seller for all damages sustained by it.

- 8. Seller agrees that for a period of five (5) years from closing and within a radius of three (3) miles of the premises situated at 140 East 147th Street, Harvey, Illinois, they will neither directly or indirectly engage in the business of operating a fast food restaurant business, either as proprietor, shareholder, manager or employee. This restriction shall not apply in the event the Buyer defaults and Seller retakes the business.
- 9. Seller will provide to Buyer 14 days prior to closing a Transferor Sworn List of Creditors.
- 10. Seller agrees to assign its insurance policies to
 Buyer subject to the approval of the insurance companies or
 carrier. The parties agree to pro-rate prepaid insurance premiums.
- as to those items listed in Exhibit "A", being the furnishings and fixtures of Harvey Dairy Queen. Seller will also provide a Bill of Sale as to the Inventory and Supplies to Buyer.

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12. Seller covenants:

- A. There are no judgments, liens, actions or proceedings pending against it in any court.
- B. They have paid or will pay at closing all social security taxes, withholding taxes, sales taxes, personal property caxes, unemployment insurance and all federal, state and local taxes owed by the business to the date of closing.
- C. No violations of any kind exist as to the business or the operation of same.
- D. No judgments, liens, actions or proceedings will be outstanding at the time of closing against Seller or against its business or any assets thereof.
- E. There are no writ(en or oral employment agreements which cannot be terminated at will.
- herein shall survive the closing for the benefit of the other party; this Agreement embodies all of the terms and conditions and no oral representations made by either party to the other shall be binding. All the terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives and assigns of the parties.

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- 14. Seller hereby certifies that it is the lawful owner and has full power and right to enter into this Agreement to sell assets of ROBERT E. COSENZA, INC., and to assign the Dairy Queen Franchise involved in this transaction.
- 15. This Agreement shall inure to the benefit of and shall be binding upon Buyer and Seller, and their successors, permitted assigns, heirs and personal representatives.
- 16. This Contract cannot be assigned as along as there is an outstanding ralance on this Agreement or the Installment Agreement for Warranty beed without the express written consent of the Seller.
- 17. The parties hereto represent and warrant that no fees or commissions are due to any broker as a result of this sale.
- 18. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- and receives a judgment against Seller, all costs and expenses, including attorney's fees, incurred by Buyer in enforcing any of the covenants and provisions of this Agreement and incurred in any action brought by Buyer against Seller on account of the provisions in this Agreement and in the Installment Agreement for Warranty Deed executed between ROBERT E. COSENZA and JOYCE N. COSENZA, and RUDOLPH J. HERAKOVICH.

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- 20. Seller and its shareholders agree to and shall indemnify and save the Purchasers harmless from any and all loss, costs, damages or expenses, including reasonable legal expenses, which Purchasers may suffer as a result of any of Seller's liability or responsibility relating to or effecting this transaction.
 - 21. Time is of the essence of this Agreement.
- 22. All notices shall be in writing and delivered in person or sent by Certified or Registered mail to the respective parties as follows: ROBERT E. COSENZA, INC., c/o Howard M. Brandstein, 180 North ZaSalle Street, Suite 1925, Chicago, Illinois, 60601; RUDOLPH J. HERAKOVICH, INC., c/o Louis V. Kiefor, 684 State Line Road, Calumet City, Illinois, 60409.
- 23. The time of closing shall be on April 30, 1986, unless subsequently mutually agreed otherwise, at the office of Howard M. Brandstein. Each of the parties shall execute and deliver at the closing, all instruments reasonably required effectuate the terms and conditions of this Agreement and the intent thereof, including, but not limited to a resolution of the shareholders of Seller, in proper form, authorizing this transaction.

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

SELLER:

ROBERT E. COSENZA, INC.

By Colo Elou ra

BUYER:

RUDOLPH J. HERAKOVICH; INC.

By: Kudoph O. Ayakail Tre Pudoph O. Duskail and sove the immunicate shareholders marks to and shall indomative and sove the indomative and sover the indomative consideration of the consideration of th

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EXHIBIT "A"

FURNISHINGS AND FIXTURES OF HARVEY DAIRY QUEEN

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1 - Hot Dog Steamer - Ser. 2059204 - Round-up FW115.
 1 - Mr. Coffee Pot.
 1 - Coffee Warmer - #08850412 - Model 8720.
 1 - G.E. Toaster - #1PH50-60H7 - Model CT24A.
1 - Stainless Steel Table - 30" x 5'.
1 - Grease Filter - #2284 - Model A-50.
 1 - French Fry Stand - #682-018 - Model SFFDS.
1 - Two Drawer Toastmaster Bun Warmer - #1-1303-77 - Model 3A80A.
1 - Two Bath Deep Tryer "Frialator" - L-Ser. 859Y55068SN - Model 14-S
        R-Ser. 859Y550E9SN
1 - Wilson Flat Griil - S-14449 - Model
1 - Range Hood Exhaust System and Fan - 3' x 7'.
1 - Ansul System 101 Dry Chemical System.
1 - Star Metal Freezer (S) N 180019 - (M) FS-6.
1 - Condiment Tray - (S) - 191007 - (M) - LTCLT.
1 - Twin Food Server - (S) - 757 - (M) - FS4.
1 - Three Compartment - Stainless Steel Sink.
1 - Pepsi Counter Top Dispenser (5) 16194 - (M) - LF.
1 - Three Well Cone Dipping (S) - (M) none.
1 - Candy Crunch Machine - (S) - (M) none.
1 - Freezer Counter Topping Cabinet - ((S) - (M) none.
1 - Blizzer Maching - (S) EQ2498-BM-1 - (M) none.
4 - Hot Fudge Pumps - Server Products.
1 - Duke Soft Serve Machine - (S) 01756 -
2 - Cone Racks.
                                                                                                   C/0/4's
1 - 6' x 6' Walk in Cooler with compesor.
1 - Mix Pump - (S) 3147 - (M) MP1-D.
1 - Mix Pump - (S) 3145 - (M) MP1-D.
1 - Shake Pump - (S) 5402 - (M) 219-02.
2 - Chest Freezer - Self-contact...

1 - LaMachine Food Processor.

1 - Edlund Can Opener.

1 - Shake Machine "Stoelting" - (S) B-2607-02G - (M) 22R5-12

1 - Shake Machine "Stoelting" - (S) 377-7960 - (M) 816.

2 - Chest Freezer - Self-contact...

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1 - Shake Machine "Stoelting" - (S) B-2607-02G - (M) 22R5-12

2 - Chest Freezer - Self-contact...

3 - Chest Freezer - Self-contact...

3 - Chest Freezer - Self-contact...

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4 - Chest Freezer - Self-contact...

5 - Chest Freezer - Self-contact...

6 - Chest Freezer - Self-contact...

6 - Chest Freezer - Self-contact...

7 - Chest Freezer - Sel
1 - Freezer and Topping Cabinet - (S)8205939 - (M) F-55DQ.
1 - 4-panel Dairy Queen Menu Board.
8 - Blizzer Candy Containers.
1 - Camera - Security Light.
1 - Nachos Food Server w/Light - (S) - (M) none.
2 - 2 cu. ft. Refrigerators.
1 - 3m Intracom Model D-30.
1 - Dairy Queen Drive Thru Menu Board.
3 - 2-seat booths "Plymold".
3 - Garbage Containers - outside.
1 - Omron Cash Register - "Model RS10".
1 - Coke Machine Dispenser w/carbonator - "third party".
1 - Lighted Mobile Sign 6' x 10' w/letters.
4 - Wood Picnic Tables - 4' x 8' w/benches.
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EXHIBIT "A" cont'd

- 1 "Drive-Thru" directional sign (hi-impact).
- 1 5' x 8' Slant Side Double Face "Brazier" Render Board (hi-impact).
- 1 6" Letters with Change Arm and Storage Box.
- 1 5' x 8' Single Face Dairy Queen Logo sign.
- 1 Full Brazier System Drive-Thru Menu Board.
- 1 Multi-Mixers for Shakes.
- are nd D.,

 Dropperty of Cook County Clerk's Office 1 - Plyond and D.Q. Kiss Sign Double Face (hi-impact).

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