UNOFFICIALÇOPY

OPTION AGREEMENT

86276934

	THIS AGREEME	NT made	May	 1986	5, between	3
	JOHN P.	SCOTT,		(the	"Owner")	and
MARK	REDDRICK (the	"Ontio	nee#).			

RECITALS

The Owner owns and operates a heating oil business known as "Scott Oil", located at 1434 West 76th Street in Chicago, Illinois (the "Premises"),

The Owner owns all of the assets, including real estate, which are located on the Premises and which are used in connection with the operation of Scott Oil,

The Optionee desires co acquire an option to purchase from the Owner certain assets which are used in the operation of Scott Oil,

NOW THEREFORE, in consideration of \$500 paid by the Optionee to the Owner, the Owner grants the Optionee an option to purchase certain properties on the terms and for the consideration hereinafter set forth.

Optionee, for a period of sixty (60) days from the execution of this Agreement, the right and option to purchase from the Owner all of the following property as is owned by the Owner in connection with the operation of Scott Oil: (a) all real estate; (b) all machinery and equipment; (c) all trucks, vehicles and accessory equipment; (d) all furniture and fixtures; (e) all

66276934

OPTION AGRIUMENT

1916, between	VEN	obje THAMSERIA 8110
the "Sweet") and		7.7602 .R 1976

MARK REPORTER Athor "Optioner").

SHATIGER

The Owner own and operator a beating oil business in Sionga.
"Scots Oil", located at 1434 West 76th Struck in Sionga.

[Hilool: Taba "Promiser":

which are located on the Steeless and which are used in converted are not because in converted are seen accounted to converted as seen accounted to the converted of seets of the converted of seets of the converted of the conver

the Contraction of source of printer of persists continue of the date of the d

es derived to the Dunor in Continuor of 8300 paid by the Optiones to the Dunor Stants the Optiones an action to susquase cortain successful successful successful as for the consideration by the forch.

1. Opply by purchase. The Owner Green the assemblue of this errors with a secubius of the continuous of the continuous of the security very security and option to purchase them the the objective as is could by the Owner and option of the continuous and the continuous and the continuous of the continuous of the continuous of the continuous; (a) all the continuous; (b) all the continuous; (c) all the continuous; (c) all

4555004

86276934

customers' accounts receivable; (f) any rights of the Owner in the lease on the Premises at 1434 West 76th Street, Chicago, Illinois; (g) all other chattels of the Owner used in the operation of the business; (h) all the goodwill of the business all inventory at time of closing. What is in excess of the cash in the business which is in excess of the cash in the business on the date of this Agreement.

- 2. Purchase agreement and instruments of transfer: If this option to purchase is exercised in accordance with the terms of this Agreement, the Owner will enter into a purchase agreement with the Optionee and will execute, acknowledge, and deliver to the Optionee, all proper and necessary instruments of transfer in order to vest title in the Optionee to all the assets enumerated in paragraph 1, free of any encumbrances, subject however to the conditions in this Agreement. The Optionee shall have the right to use the name "Scott Oil" in any corporation formed for the purposes of taking over and operating the assets he may acquire through this Agreement.
- exercised in accordance with the terms of this Agreement, the purchase price of all the assets enumerated in Paragraph 1 shall plus inventory at Owner's cost. Said purchase price of \$150,000 shall be \$150,000. The Owner shall submit to the Optionee, at the time of the closing, a list in writing, verified under oath to be a complete list of the names and places of residences or business of, and indebtedness to, each of the creditors of the Owner immediately preceding the sale. If any such indebtedness has not apportioned as follows: Land, buildings & improvements \$115,000.00; Goodwill \$25,000.00; and fixtures, equipment, trucks and supplies \$10,000.00.

PRESCRIPTS' SCHOOLDES FRESIDENTS; (F) may rights of the Gunar in too lease, on the Proposes at 1817 year 76th Strace, Chaques, Chaques, Tillesias (a) all other chartels of the Council and in the oderstand of the business and income in the chartent of the business and its asy exists (i) all instanton in the chartent of the last the council as it asy exists; (i) all instanton in the charteness which is any exists; (i) all orange whether a charteness which is any exists.

Commence of the population of the second of

Pursuite or the courties of a servoire in accordance with the corms of rais Archaeles to pursions is exercised in accordance with the corms of rais Archaeles and wilk evacuity, acknowledge, and delings to with the charming acknowledge, and delings to the inner in tone of all proper and nearrany instructure of transfer in order to the search of the opening of actions to rais the constant accorded to act upon the contest of actions and the reserve action to the conditions in the conditions and the condition that the condition of any acquire to act any acquire to act and action of any acquire the condition to act and acquire of any acquire the condition over any acquire and any acquire the condition over any acquire the condition of the condition over any acquire the condition of the condition of the condition of the condition over any acquired the condition of the condit

Perchase the probable vite the recent of this Agreement, the obstricted in examples of this Agreement, the obstricted of this Agreement, the obstricted of this Agreement, the obstricted of the example of the state of the obstricted ob

been paid prior to the closing the optionee shall assume the indebtedness, and the portion of the purchase price to be paid at the closing shall be reduced by the face amount thereof.

- 4. <u>Financial statement</u>. A complete financial statement of the owner's business shall be prepared by the Owner as of the date of this Agreement, and a copy thereof shall be delivered by the Owner to the Optionee within five days thereafter. Any liabilities not shown on such statement shall not be deemed to be liabilities current or otherwise, for the purpose of this Agreement.
- Inability to convey assets. Ιf 5. the Owner misrepresents to the Optionee, any material fact with respect to the financial condition of Scott Oil or with respect to any other aspect of the business or, if for any reason the Owner shall be unable to deliver, or cause to be delivered, instruments conveying good title to the propercy described in paragraph 1, the Owner shall be liable to the Optiones for the return of the consideration paid for this option, for the reasonable legal expenses incurred by the Optionee in good faith, and all other obligations of the parties shall be null and void, and neither party shall be liable to the other for any other costs, damages, or other expense.
- 6. <u>Bulk sales law</u>. The Owner shall, at the request of the Optionee, upon the exercise of the Option, comply with the requirements of the bulk transfer provisions of the Uniform Commercial Code then in effect in the State of Illinois.

bear path orthon to the charing, the Comman wall assume the Introduces, and the estatem of the outshow) being to be east at

end ninelay their on reduced by the area smount thereof.

4. <u>cinateral eratement</u>. A complete financial statement of the lawyer's outlands shall be breakers by the tweet as of the days of the same of the days of the same as of the contract of the same as of the contract of the same as the follows within five days thereoffee. Any liabilities not shown a much statement shall not be downed to be liabilities, current or otherwise, for the europe of this Agraement.

Inability to convey assets 'it that to convey assets 'it that to not continue and assets with respect to any continue and instruction of the continue and assets of assets of the continue and assets of assets of the continue and assets of the continue and assets of assets.

for Sulk sain, Ing. The Owner shalt, at the request of the character of the Orthon, comply with the requestrations of the Uniform requestrations of the Uniform Commerce of the Uniform

86276934

- 7. Risk of loss. The risk of loss or damage to the assets to be conveyed hereunder by fire, theft, breakage, or otherwise from the date of this Agreement until the date of the closing is assumed by the Owner and, in case any such loss occurs, the Owner shall repair the damage, if any, or otherwise make good the loss to the Optionee by an appropriate deduction from the selling price.
- 8. <u>Po assignment</u>. This Agreement, and all rights or obligations contained herein may not be assigned by the Owner.
- 9. <u>Benefit</u>. This Agreement shall bind and inure to the benefit of the Owner, the Optionee, and their respective legal representatives and assigns.
- 10. Changes. This Agreement may be changed only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.
- 11. Construction. This contract shall be construed and interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF the parties have signed this agreement.

Dated: Way 10th, 1986

John P. Scott

MARK REDDRICK

Risk of loss, The risk of loss or damage to the active to be conveyed hersunder by fire, thait, breaked or conveyed this Agreement until the date of the classing is assumed by the Owner and, in case any such loss course, the Owner shall repair the damage, if any, or dimensionable code the loss to the Obtioned by an appropriate deduction case the selling price.

H. <u>Mogussionment.</u> This Agraement, and all rights or outsystems cours and harvin may not be usuaned by the Sumer.

Sacadit of the Owner, the Optiones, and their taspective logal

(6. Changer. This squeement has be changed only by an agreement in welling, signed by the party squinct show afforcedent of any spirer, change, sodification, of discherge is sought.

it. Cocceangelon. This contract shall be constitued and technology of the State of Ittlineis.

To wirest westable the purties have signed this agreement.

and the fall of the species

Company of Secret.

WARK RESOURTER

2552633

NOTICE OF EXERCISE

Optionee, MARK REDDRICK, hereby elects to exercise his option under Paragraph 1 of the Option Agreement, dated May 10, 1986, between JOHN P. SCOTT, as Owner, and the undersigned, as Optionee, to purchase from the Owner all of the property which is owned by the Owner in connection with the operation of Scott Oil as follows:

- (1) All real estate
- (2) All machinery and equipment
- (3) All trucks, vehicles and accessory equipment
- (4) All furniture and fixtures
- (5) All customer's accounts receivable
- (6) Any rights of the Owner in the lease on the Premises at 1434 West 75th Street, Chicago, Illinois
- (7) All other chattels of the Owner used in the operation of the business
- (8) All the goodwill of the business as it may exist
- (9) All inventory at time of closing

MARK REDDRICK

and collegers or recede theorem (AC) ACCS: two consequence apress design for research and the social secretaries and beautiful design of the second second of the second seco such to the Ocure in connection with the committee of Section Oct

					1	
			Gardie Ins	on I C	123	
		dnemelope	s wie wielline	m HA	177	
	n energipe voor	nesse Cooles	Alben Jeston	117	· ! }	
	N. C.	e en	arbiture and l	E 111	· { · \$. }·	
	e de	នៅក្នុងស្គី «នៅស្ត	ស្រុក ប្រឹក្សាស្ត្រ មានស ស្រុក ស្រុក ស	ep (13)	134	-
towins. I	odf on semal alonidid .com	(45 ni pema) 4546) ,465508) 1885 1884 1885	t Maa Toote :	3 of 3	
salm est	hope mask0		obber Blandte Chaft do the b		(V)	
38ŽV	อ ที่ผล ประกัดสหับ	ominud eds	r Histop co	s (iA · ·	(8)	·
	美沙	izofo le moi	ថ្ងៃទី២ ក្នុងស្នាស្រប់ខ	i 116	1 (2)	
	ACTACAN	A SHAM	Clay	ŤŚ O,	Z.Co	

UNOFFICIAL COPY 8 6 2 7 6 9 3 4

STATE OF Illinois County of Cook

a Notary Public in and for and residing in said County, in the State of aforesaid, DO HEREBY CERTIFY THAT Mark Reddrick who is personally known to me to be the same person whose name is subscribed to the foregoing Anstrument, 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 Notarial Seal

19 86.

Notarial Seal

My Commission Expires Dec. 5, 1989

Control Office Tachte Collegement Land College

My Commission Expired Dec. 5, 1989

LOT 8 OF BLOCK 17 IN JONES' SUBDIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 38, RANGE 14 (EXCEPT CERTAIN TRACTS CONVEYED) REC. SEPTEMBER 29, 1870 BOOK 172, PAGE 34, DOCUMENT 67718. RE-REC. MARCH 1, 1872 DOOK 1, PAGE 35, DOCUMENT 15959 PERMANENT TAX NUMBER: 20-29-302-008-0000

Clart's Office

ATT AMUNOFEICIAL COPY Carney & Brother, H. Chicago, sul 60602

grand (value) was a state of the control of the con

\$ 25