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\*SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF\*

AGREEMENT, made this 1st day of March, between BURNSIDE CONSTRUCTION COMPANY and LAKEWOOD-GOLF ENTERPRISES, INC., both Illinois corporations, collectively referred to as "Seller," and

HELEN BISOULIS and GEORGE GEORGACOPOULOS, collectively referred to as "Purchaser";

WITNESSETH, that if Purchaser shall first make the payments and perform Purchaser's covenants hereunder, Seller hereby covenants and agrees to convey to Purchaser in fee simple by Seller's stamped recordable

warranty deed, with waiver of homestead, subject to the matters hereinafter specified, the premises situated in the County of Cook and State of Illinois described as follows:

The real estate and business commonly known as "Toby's Spirited Dining", located at 13248 South 76th Avenue, Palos Heights, Illinois, and legally described in Exhibit "A" attached hereto.

\*\*0005\*\* RECODIN # 51.00 93538907 # POSTAGES # 0.50 SUBTOTAL 51.50

Permanent Real Estate Index Number(s): Address(es) of premises: 13248 South 76th Avenue, Palos Heights, IL 60463

and Seller further agrees to furnish to Purchaser on or before March 26, 1993, at Seller's expense, the following evidence of title to the premises: (a) Owners title insurance policy in the amount of the price, issued by Chicago Title Insurance Company, (b) showing merchantable title in Seller on the date hereof, subject only to the encumbrances specified below in paragraph 1. And Purchaser hereby covenants and agrees to pay to Seller, at such place as Seller may from time to time designate in writing, and in such designation at the office of BURNSIDE CONSTRUCTION COMPANY,

2400 Wisconsin Avenue, Downers Grove, IL 60515-4019

the price of Seven Hundred Seventy Five Thousand and no/100 (\$775,000.00) Dollars in the manner following, to-wit: See Paragraph R-22 of Rider attached hereto.

as shown in Paragraph R-22 of Rider

with interest at the rate of % per cent per annum payable: as provided in Paragraph R-22 of Rider

the whole sum remaining from time to time unpaid. Possession of the premises shall be delivered to Purchaser on March 26, 1993

provided that Purchaser is not then in default under 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 1993 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, the prorating shall be done on the basis of the amount of the most recent ascertainable taxes. Real estate taxes to be prorated when the bills are actually received.

1. The Conveyance to be made by Seller shall be expressly subject to the following: (a) general taxes for the year 1993 and subsequent years and all taxes, special assessments and special taxes levied after the date hereof; (b) the rights of all persons claiming by, through or under Purchaser; (c) easements of record and party-walls and party-wall agreements, if any; (d) building, building line and use or occupancy restrictions, conditions and covenants of record, and building and zoning laws and ordinances; (e) roads, highways, streets and alleys, if any;

2. Purchaser shall pay before accrual of any penalty and all taxes and installments of special assessments pertaining to the premises that become payable on or after the date of 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 suffer 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 eliminate such waste and the cost thereof shall become an addition to the purchase price immediately due and payable to Seller, with interest at % per cent per annum until paid. the prime rate at Continental Bank N.A. plus five (5) percent

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, oral 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 delivery 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 or claimed by Purchaser, and no notice of any extension, change, modification or amendment, made or claimed by Purchaser, 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.

\*Strike out all but one of the clauses (a), (b) and (c)

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RIDER  
ATTACHED TO AND MADE A PART OF A CERTAIN  
INSTALLMENT AGREEMENT FOR WARRANTY DEED  
DATED MARCH 1, 1993, BY AND BETWEEN  
BURNSIDE CONSTRUCTION COMPANY AND  
LAKEWOOD-GOLF ENTERPRISES, INC., BOTH  
ILLINOIS CORPORATIONS, COLLECTIVELY,  
(HEREINAFTER REFERRED TO AS "SELLER") AND  
HELEN BISIOLIS AND GEORGE GEORGACOPOULOS,  
(HEREINAFTER REFERRED TO AS "PURCHASER").

WHEREAS, the parties have entered into an Installment Agreement for Warranty Deed dated March 1, 1993, concerning the real estate and business known as "Toby's Spirited Dining", located at 13248 South 76th Avenue, Palos Heights, Illinois; and

WHEREAS, the parties are desirous of entering into a certain agreement supplementing and modifying the provisions of said Installment Agreement for Warranty Deed; and

NOW, THEREFORE, in consideration of the mutual agreements herein set forth and other good and valuable considerations, the parties hereto agree as follows:

R-22. The purchase price of Seven Hundred Seventy Five Thousand and no/100 (\$775,000.00) Dollars shall be paid as follows:

(a) Forty Thousand and no/100 (\$40,000.00) Dollars in the form of a certified check or bank draft, as earnest money to be held by Seller upon execution of this Agreement, receipt of which is hereby acknowledged by Seller.

(b) One Hundred Sixty Thousand and no/100 (\$160,000.00) Dollars additional in the form of a certified check or bank draft at the time of closing on March 26, 1993.

(c) The balance of Five Hundred Seventy Five Thousand and no/100 (\$575,000.00) Dollars, together with interest thereon calculated monthly at the rate of eight (8%) percent per annum, amortized over a twenty (20) year period for the first twelve (12) installments, beginning May 1, 1993, at Four Thousand Eight Hundred Nine and 53/100 (\$4,309.53) Dollars per month, and thereafter the monthly installments shall be amortized over a fifteen (15) year period, which monthly installments shall be Five Thousand Three Hundred Seventy Eight and 75/100 (\$5,378.75) Dollars per month, which shall include principal and interest, commencing on the 1st day of May, 1994, and on the same day of each ensuing month until April 1, 1996, when the entire balance of principal and interest thereon shall be paid and all other obligations of Purchaser under this Agreement shall be due and payable in full. Each such payment shall be credited first to interest, if any, and the balance to reduce the principal amount upon which interest, if any, is charged.

(d) The Purchaser shall have the right to prepay any portion of the principal balance without penalty at any time.

R-23. There shall be no proration of taxes at the time of closing, it being the intent of the parties that Seller shall be responsible for all taxes to the date of closing, whenever they become due and payable, and Purchaser shall be responsible for all taxes accruing after the date of closing. The parties agree to prorate the 1993 real estate tax bill upon its receipt.

R-24. In addition to the payments described in Paragraph R-22 above, Purchaser shall deposit with Seller, as escrowee, monthly in advance, a sum equal to 1/12th of the estimate real estate taxes and insurance premiums on the subject property. This

figure shall be adjusted by the parties on an annual basis to reflect actual increases or decreases in these expenses. Said funds shall be held in an interest bearing account with said interest being the sole property of Purchaser.

R-25. The purchase price of the real estate and all of the goodwill and fixtures of the said business, which are more specifically listed on Exhibit A which is attached hereto and made a part hereof, for a total sales price of Seven Hundred Seventy Five Thousand and no/100 (\$775,000.00) Dollars shall be allocated as follows:

(a) The Land and Real Estate Improvements pursuant to Installment Agreement for Warranty Deed	\$565,000.00
(b) Furniture and Fixtures	200,000.00
(c) Liquor License	5,000.00
(d) Goodwill	<u>5,000.00</u>
Total Sales Price	\$775,000.00

R-26. As part of the purchase price, Seller agrees to transfer to Purchaser the liquor license issued by the City of Palos Heights. Purchaser agrees that said liquor license which he shall obtain from the City of Palos Heights as a result of the execution of this Agreement, shall remain with the premises commonly known as 13248 South 76th Avenue, Palos Heights, Illinois. Purchaser further agrees that if he shall be in default of the payment of any installment or in the performance of any of the agreements herein, then such default, without notice, shall constitute an assignment and transfer of Purchaser's entire interest in said liquor license to Seller. Purchaser expressly agrees that said liquor license constitutes additional collateral given to Seller as security for this Agreement.

R-27. The Seller warrants to Purchaser a good, valid and effective transfer of the liquor license and other assets enumerated and contained herein, and in the event that prior to closing the Purchaser is unable to obtain a liquor license for the operation of the said property as a tavern, then in that event, at Purchaser's option, this contract shall become null and void, and all payment made hereunder shall be refunded.

R-28. It is expressly agreed and understood by the parties hereto, that all assets being sold pursuant to this agreement shall be delivered in "as is" condition at the time of closing, and that all required repairs and replacements after closing, if any, shall be the sole responsibility of Purchaser.

R-29.

(a) Purchaser agrees to procure and maintain at its own expense, during the term of this Agreement, fire and extended coverage on the premises in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars, on the physical plant and an additional Three Hundred Thousand and no/100 (\$300,000.00) Dollars on the contents, and shall furnish Seller with a certificate to show such insurance is in force. In addition, Purchaser shall procure and maintain continuously during the term of this Agreement, plate glass insurance with an insurance company satisfactory to the Seller, and Purchaser shall supply to Seller a memorandum of said insurance policy. In addition, Purchaser shall maintain Dram Shop Insurance Coverage in the minimum amount of One Million and no/100 (\$1,000,000.00) Dollars which shall name as insured both Seller and Purchaser, and Purchaser shall supply to Seller a memorandum of said insurance policy. Purchaser further agrees to indemnify and hold Lessor harmless for any and all claims relative to the sale of alcoholic beverages on the said premises.

(b) Further, Purchaser shall procure and maintain continuously during the term of this Agreement, public liability insurance indemnifying and protecting both Seller and Purchaser against any and all damage due to any accident or neglect of any party of any occupant on the said premises. Said insurance policy or policies shall be in the minimum sum of Six Hundred Thousand and no/100 (\$600,000.00) Dollars for any one person and One Million and no/100 (\$1,000,000.00) Dollars in the aggregate of any single accident and Fifty Thousand and no/100 (\$50,000.00) Dollars for any property damage. The Purchaser shall supply to Seller a memorandum of said insurance policy which shall be satisfactory to Seller.

(c) It is expressly understood that a material consideration to induce the Seller to enter into this Agreement is the condition that at all times during the existence of this Agreement, that Seller shall procure and keep in full force and effect, a business continuation insurance policy to guarantee that Seller shall continue to receive all of the monthly payments due under this Agreement, even in the event that the business should be interrupted for whatever reason, since in the event of a fire or other casualty, no payments due hereunder shall cease or be abated.

(d) All of the insurance policies required pursuant to this paragraph shall contain a clause requiring the insurance company to give at least thirty (30) days prior written notice to Seller in the event of a cancellation of any of said policies. In the event that the Purchaser shall fail to procure and maintain in force at any time during the term of this Agreement any insurance policy which Purchaser is obligated to procure and maintain, Seller may at Seller's option, procure the same and collect the cost thereof from Purchaser at the next ensuing rent paying day or thereafter, and the same shall become a part of the rent due and payable.

R-30. Purchaser will allow Seller to have exclusive possession of the "Pro Shop" located on the premises being sold hereunder. Possession by Seller shall be pursuant to a written Lease to be executed at the time of closing, a copy of which is attached hereto as Exhibit "D".

R-31. The Warranty Deed of Conveyance shall reserve in Seller and its successors and assigns, a perpetual easement for the ingress and egress as well as the joint use by Purchaser and Seller, and any subsequent owner of Oak Hills Golf Course, of the parking area. The easement shall be in a form acceptable to both parties, and shall be submitted to the Purchaser prior to the date of closing. The Seller shall be solely responsible for 37-1/3% of all costs of repair to the parking area, however, it is expressly agreed that Purchaser shall at his sole expense be solely responsible for maintaining all landscaping, including but not limited to grass, plants, shrubbery, fencing and all snow removal.

R-32. The Purchaser shall have the absolute right to make certain leasehold capital improvements, which have been agreed to by the parties. A list of the anticipated capital improvements which are hereby approved by Seller, are attached hereto as Exhibit "E". After the said improvements have been fully completed, the Purchaser shall make no further leasehold capital improvements unless the Purchaser receives the prior written consent of the Seller, which said consent shall not be unreasonably withheld. Any costs of said capital improvements shall be the sole responsibility of the Purchaser.

R-33. Notwithstanding anything herein to the contrary, Seller shall be liable for the payment of all real estate taxes and insurance premiums on the subject property up to and including the date of closing, and Purchaser shall be liable for the payment of all real estate taxes and insurance premiums from then on.

R-34. A default by Purchaser under this Agreement shall be the failure to make any payment required on or before twenty (20) days from the stated due date for that payment. In the event of such a default, Seller may, at its option, give Purchaser written notice by certified mail of its intention to declare a default in this Agreement and to request delivery of the Quit Claim Deed of reconveyance held in escrow as provided herein. Purchaser shall have thirty (30) days from the receipt of notice to correct any default other than a default in the payment of any sums due hereunder. Upon Purchaser's failure to make such correction, Seller may, at its option, declare the Purchaser to be in default and demand delivery of the Quit Claim Deed being held in escrow. Waiver by Seller of its rights hereunder to declare a default because of Purchaser's failure to make any particular payment shall not constitute a waiver of any subsequent default.

R-35. All amounts owed by Purchaser to Seller hereunder shall be paid within ten (10) days from the date Seller renders a statement of account therefor, and shall bear interest at the prime rate at Continental Bank, N.A. plus five (5%) percent per annum, thereafter, until paid.

R-36. That the date of closing of this transaction shall be held on March 26, 1993, at 10 o'clock A.M., or on a date two weeks after possession is delivered to Seller by the present defaulted contract purchaser, whichever date is later, however, if said date is later than June 29, 1993, at Purchaser's sole option, upon written notice to Seller, this Contract may be cancelled and all earnest money shall be refunded to Purchaser.

R-37. The Seller warrants that it has clear title to all of the aforesaid furniture and fixtures as listed on Exhibit B attached hereto, and that there are no outstanding liens or security interest in favor of any other person with regard to said items.

R-38. All prorations for proratable items, consisting of but not limited to gas, electric, water, etc., shall be prorated as of the date of closing.

R-39. Prior to closing, Seller shall furnish Purchaser with a plat of survey indicating all building locations and no encroachments. Seller shall further pay the cost of title insurance at the closing. All later title expenses shall be paid by Purchaser.

R-40. At the time of closing, Purchaser shall deliver to Seller a Security Agreement and a UCC-1 Statement for all of the inventory and personal property listed in Exhibit B attached hereto. The parties further agree to record a Memorandum of this Installment Agreement for Warranty Deed.

R-41. The Purchaser shall have the option to purchase the Oak Hills Country Club and the Golf Course, which is owned by Lakewood-Golf Enterprises, Inc., an Illinois corporation, and is located adjacent to the property being sold pursuant to this Installment Agreement. The legal description of the said Oak Hills Country Club and Golf Course is attached hereto on Exhibit "C".

Provided that Purchaser shall have made all payments due pursuant to this Agreement and shall not be in default in any of the terms, provisions or conditions of this Installment Agreement for Warranty Deed, the Purchaser shall have the option to purchase the Oak Hills Country Club and Golf Course at any time during the term of this Agreement. The option purchase price shall be in the sum of Eight Hundred Fifty Thousand (\$850,000.00) Dollars, cash. Purchaser shall show his intent in writing, not less than ninety (90) days prior to the expiration of said term. The said notice shall be sent by certified mail, return receipt requested, to the Purchaser at 2400 Wisconsin Avenue, Downers Grove, Illinois

60515-4019, or such other agent or address as the Seller shall from time to time designate. The purchase price shall be for cash and the Purchaser, at the time of the exercise of such option, shall deposit with the Seller an earnest money deposit equal to five (5%) percent of the purchase price. Purchaser shall within forty five (45) days after the Seller shall have delivered to the Purchaser a title commitment issued by Chicago Title Insurance Company in the amount of such purchase price, showing merchantable title in Seller, subject to the usual restrictions and conditions of record, unpaid real estate taxes and Purchaser's interest, pay the balance of said purchase price, provided that a general Warranty Deed is then ready for delivery. In the event that the title commitment to be furnished by the Seller discloses any defects in the title, Seller shall have sixty (60) days from the date thereof to cure such defects. In the event that the Purchaser shall have deposited the earnest money as provided herein, and shall fail to pay the balance of the purchase price when due, then Seller shall have the sole option of electing to retain such earnest money deposit as liquidated damages.

That upon receiving written notice from Purchaser, the Seller shall submit within thirty (30) days of receipt of said notice, any and all financial information regarding the operation of Oak Hills Country Club, which is requested by the Purchaser.

R-42. Upon proper written notice to Seller, Purchaser shall have the option prior to closing of this Agreement to assign their interest in this Agreement to a duly established corporate entity, who shall be designated as the Purchaser herein. In such event, the Purchaser shall execute the Personal Guaranty that is attached to this Agreement.

R-43. Purchaser shall have no right to assign these Articles of Agreement to a third party. Any attempt to assign all or any part of the interest in this Agreement, either by sublease, sale, or any other form of assignment, without Seller's express written consent, which consent will not unreasonably be withheld, shall cause the entire balance due and owing hereunder to immediately become due and payable to Seller.

R-44. Purchaser agrees to execute an Escrow Agreement with Seller's attorneys, McGrane, Perozzi, Steinar, Gorardi, Brauer & Ross, to deposit the Warranty Deed of conveyance, Affidavit of Title, Real Estate Transfer Declarations for the State of Illinois and Cook County, and ALTA Loan and Extended Coverage Statements, and also a Bill of Sale for all of the items listed in Exhibit B attached hereto, to be held in escrow pending the full payment due and owing pursuant to the terms of this Agreement.

R-45. The parties hereto do jointly agree that there are no real estate commissions or finder's fees due and owing under separate agreement or verbally, relative to the sale of the property being sold hereunder. Each party hereto represents and warrants to the other party that it has not employed any broker or finder in connection with the transaction contemplated by this Agreement, and the parties shall indemnify and hold each other harmless against and from any claims or fees, commissions, or other compensation by any broker or finder allegedly employed by either of the parties.

R-46. This Agreement, and the documents and the papers executed in accordance with the provisions herein, embrace and include the entire transaction between the parties hereto, and there have been no representations, warranties, covenants or conditions except for those specified in this Agreement, and in the documents and papers executed in accordance with the provisions therein.

R-47. All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally,

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and receipt acknowledged in writing by the recipient, or if sent by certified mail to Seller at the last address where the payments were made, or to the Purchaser, addressed to the premises or to any address which the Purchaser in writing designates for such purpose. Date of service of notice served by mail shall be the date on which notice is deposited, postage prepaid, at a post office of the United States Post Office Department.

R-48. The provisions of this Agreement are hereby modified and supplemented to conform herewith, but in all other respects, are to be and continue in full force and effect. In the event of a conflict between the terms and provisions of this Rider and the terms and provisions of the Installment Agreement for Warranty Deed, then in such event, the terms, provisions and conditions of this Rider shall prevail.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

BURNSIDE CONSTRUCTION COMPANY

By: [Signature]  
President

[Signature]  
HELEN BISIOLIS

Attest: [Signature]  
Secretary

[Signature]  
GEORGE GEORGACHOPOULOS

LAKWOOD-GOLF ENTERPRISES, INC.

By: [Signature]  
President

Attest: [Signature]  
Secretary

SELLER

PURCHASER



PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration of, and as an inducement for the acceptance of the Assignment of the foregoing and attached Installment Agreement for Warranty Deed dated March 1, 1993, for the premises commonly known as 11248 South 76th Avenue, Palos Heights, Illinois (hereinafter called the "Agreement") by BURNSIDE CONSTRUCTION COMPANY and LAKEWOOD-GOLF ENTERPRISES, INC., both Illinois corporations, the Seller therein named (hereinafter called "Seller"), to HELEN BISIOLIS and GEORGE GEORGACOPOULOS, the Purchaser therein named (hereinafter referred to as "Purchaser"), the undersigned, HELEN BISIOLIS and GEORGE GEORGACOPOULOS (hereinafter collectively called the "Guarantor") hereby guarantees to the Seller, its successors and assigns, the full and prompt payment of all installments due and owing, including but not limited to, the monthly payments, and any and all other sums and charges payable to the Seller, its successors and assigns, under said Agreement, and further hereby guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by the Purchaser, its successors and assigns; and the Guarantor hereby covenants and agrees to and with the Seller, its successors and assigns, that if default shall at any time be made by the Purchaser, its successors and assigns, in the payment of any such monthly payment, and any and all other sums and charges payable by the Purchaser, its successors and assigns, under said Agreement, or if Purchaser should default in the performance and observance of any of the covenants, terms, conditions or agreements contained in said Agreement, the Guarantor will forthwith pay such rent and other such sums and charges to the Seller, its successors and assigns, and any arrears thereof, and will forthwith faithfully perform and fulfill all of such terms, covenants, conditions and agreements, and will forthwith pay to the Seller all damages that may arise in consequent of any default by the Purchaser, its successors and assigns, under said Agreement, including without limitations, all reasonable attorneys' fees, disbursements incurred by the Seller or caused by any such default and/or by the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment and of performance. It shall be enforceable against the Guarantor without the necessity of any suit or proceedings on the Seller's part of any kind or nature whatsoever against the Purchaser, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or of any notice of acceptance of this Guaranty or of any other notice or demand to which the Guarantor might otherwise be entitled all of which the Guarantor hereby expressly waives: and the Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by the Seller against the Purchaser or against the Purchaser's successors and assigns, or any of the rights or remedies reserved to the Seller pursuant to the provisions of the said Agreement or by relief of Purchaser from any of Purchaser's obligations under this Agreement or otherwise (including, but not by way of limitation, the rejection of said Agreement in connection with proceedings under the bankruptcy laws now or hereafter in effect).

This Guaranty shall be a continuing guaranty and the liability of the Guarantor hereunder shall in no way be affected, modified or diminished by reason of any assignment, renewal, modification, or extension of the Agreement or by reason of any modification or waiver of or change in any of the terms, covenants, conditions or provisions of said Agreement, or by reason of any extension of time that may be granted by the Seller to the Purchaser, its successors or assigns or a changed or different use of the Property consented to in writing by Seller, or by reason of any dealings or transactions or matters or things occurring between the Seller and the Purchaser, its successor or assigns, whether or

not notice thereof is given to the Guarantor.

The Seller's consent to any assignment or assignments, and successive assignments by the Purchaser and Purchaser's assigns of the Agreement made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

The assignment by Seller of the Agreement and/or the avails and proceeds thereof made either with or without notice to the Guarantor shall in no manner whatsoever release the Guarantor from any liability as Guarantor.

All of the Seller's rights and remedies under the said Agreement or under this Guaranty are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Seller must exercise a choice of remedies, i.e., either forfeiture of money and a return of the interest in the building, or the balance then due to Seller, but not both.

The obligations hereunder shall be joint and several.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of March, 1993.

Helen Bisioulis  
HELEN BISOULIS

George Georgacopoulos  
GEORGE GEORGACPOULOS

"GUARANTOR"

## EXHIBIT "A"

Legal Description of Premises

Lot 1 (except that part of said Lot 1 bounded and described as follows: Beginning at the Northeast corner thereof and running thence South  $0^{\circ}04'20''$  West on the East line of said Lot 1 a distance of 90.00 feet; thence South  $90^{\circ}00'00''$  West 3.00 feet; thence South  $0^{\circ}00'00''$  West 6.00 feet; thence South  $33^{\circ}08'29''$  West 9.01 feet; thence South  $77^{\circ}54'43''$  West 9.00 feet; thence South  $66^{\circ}36'43''$  West 15.02 feet; thence South  $51^{\circ}04'40''$  West 19.99 feet; thence South  $39^{\circ}16'52''$  West 19.72 feet; thence North  $50^{\circ}43'10''$  West 77.72 feet to an angle point on the West line of said Lot 1; thence North  $0^{\circ}00'00''$  East on said West line 90.00 feet; thence North  $90^{\circ}00'00''$  East on the Northline of said Lot 1 a distance of 118.81 feet to the point of beginning) in Burnside's Clubhouse Resubdivision, being a resubdivision of part of Outlot A and part of Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision, Unit 3 (being a subdivision in the Southwest  $1/4$  of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian), together with part of Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 2 (a subdivision of part of the Southwest  $1/4$  of said Section 36);

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ALSO:

That part of Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 2 (a subdivision of part of the Southwest  $1/4$  of Section 36, Township 37 North, Range 14 East of the Third Principal Meridian) bounded and described as follows: Beginning at the most Westerly corner of Lot 1 in Burnside's Clubhouse Resubdivision as aforescribed and running thence North  $30^{\circ}00'00''$  West on the Northwesterly prolongation of a Westerly line of said Lot 1 a distance of 13.81 feet; thence North  $29^{\circ}02'20''$  East 40.53 feet; thence South  $84^{\circ}28'15''$  East 24.68 feet; thence South  $30^{\circ}00'00''$  East 20.52 feet to a Northwesterly line of said Lot 1; thence South  $60^{\circ}00'00''$  West on said Northwesterly line 54.84 feet to the point of beginning, all in Cook County, Illinois.

23-36-303 076

Clerk's Office

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## EXHIBIT "B"

The furniture, fixtures and equipment being sold under the terms of an Installment Agreement for Warranty Deed dated March 1, 1993, between BURNSIDE CONSTRUCTION COMPANY and LAKEWOOD-GOLF ENTERPRISES, INC., both Illinois corporations, as SELLER and HELEN BISIOLIS AND GEORGE GEORGACOPOULOS, as PURCHASER are:

All furniture and trappings located on the premises.

Kitchen and bar equipment.

Utensils.

Dishware

Glassware

Office equipment.

Television and sound equipment.

All other incidental items presently being used by the business being sold hereunder.

### ALSO

The use of the name "TOBY'S SPIRITED DINING" in the conduct of the business together with all of Seller's interests to the telephone number and its listings in telephone books and directories and the goodwill connected with the Seller's business operation.

## EXHIBIT "C"

Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 1, being a subdivision of part of the North 985.00 feet of the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian (except that part of said Golf Outlot conveyed to the Oak Hills Country Club Village Community Association by Document #27 387 078);

Also:

Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 1-A, being a subdivision of that part of the North 525.00 feet of the West 1493.80 feet of the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian (except that part of said Golf Outlot conveyed to the Oak Hills Country Club Village Community Association by Document #27 387 078);

Also:

Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 2, being a subdivision of part of the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian (except that part of said Golf Outlot as heretofore included and resubdivided in Burnside's Oak Hills Country Club Village Subdivision Unit 3 and in Burnside's Clubhouse Resubdivision);

Also:

Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 3, being a subdivision in the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian; (except that part of said Golf Outlot as heretofore included and resubdivided in Burnside's Clubhouse Resubdivision);

Also:

Golf Outlot in Burnside's Oak Hills Country Club Village Subdivision Unit 4, being a subdivision of part of the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian;

Also:

Golf Outlots "A", "B", and "C" in Burnside's Oak Hills Country Club Village Subdivision Unit 8, being a subdivision in the Southwest 1/4 of Section 36, Township 37 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois.

Address: Vacant, Palos Heights, Illinois

PIN: 23-36-303-068  
23-36-303-073  
23-36-303-075  
23-36-303-104



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**RIDER**  
ATTACHED TO AND MADE A PART OF A CERTAIN  
LEASE AGREEMENT  
DATED MARCH 22, 1993, BY AND BETWEEN  
BURNSIDE CONSTRUCTION COMPANY,  
AN ILLINOIS CORPORATION,  
(HEREINAFTER REFERRED TO AS "LESSEE") AND  
HELEN BISOULIS AND GEORGE GEORGACOPOULOS,  
(HEREINAFTER REFERRED TO AS "LESSOR").

WHEREAS, the parties have entered into a Lease Agreement dated March 22, 1993, concerning an area located at 13248 South 76th Avenue, Palos Heights, Illinois; and

WHEREAS, the parties are desirous of entering into a certain agreement supplementing and modifying the provisions of said Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual agreements herein set forth and other good and valuable considerations, the parties hereto agree as follows:

R-1. The original term of the Lease shall be for a period of five (5) years, commencing on April 1, 1993, to and including March 31, 1998. During the basic term of the Lease, the Lessee shall pay to the Lessor the sum of One Thousand Six Hundred Fifty (\$1,650.00) Dollars per month for the period from April 1 through October 31 and shall pay the sum of Eight Hundred Fifty (\$850.00) Dollars per month for the period from October 1 through March 31.

R-2. In addition to the basic term of the Lease, the Lessee, upon thirty (30) days prior written notice to the Lessor, shall have an option to renew the said Lease under the same terms, provisions and conditions, for an additional five (5) year period, except the monthly rental from April 1 through October 31 shall be in the sum of One Thousand Nine Hundred (\$1,900.00) Dollars, and from November 1 through March 31, the sum of Nine Hundred Fifty (\$950.00) Dollars.

R-3. In the event that Lessor decides that the present Pro Shop space is required for the restaurant operation, then Lessor shall give to Lessee at least six (6) months prior written notice to permit the Lessee to build an alternate space to accommodate its needs for an effective golf course operation. Both parties agree to mutually work with each other to accomplish the said relocation.

The Lessor currently contemplates an expansion of the patio area located at the Northwesterly rear of the restaurant. In order to serve said areas, Lessor wishes to construct an access corridor along the area where the 30 ton air conditioner is now located. However, this area is also the area where the Lessee has previously received approval of a pro shop expansion plan, by the City of Palos Heights. Lessee will attempt to incorporate said corridor in its future pro shop expansion plan, if it is acceptable to the City of Palos Heights.

As presently proposed, the new Pro Shop would be constructed at approximately the Northeast corner of the existing restaurant facility, and would require relocation of a large automatic air-conditioning unit, which would be done at Lessee's sole expense. The Lessee would grant Lessor the perpetual right of ingress and egress to the golf course property to service or maintain the restaurant utility lines, equipment and building. It is expressly agreed that Lessee will be able to control the Tee and also to serve light food and soft drinks and beverages.

Lessor does hereby acknowledge that in order to service the proposed new Pro Shop, which is contemplated to be

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built by the Lessee on what is presently the practice putting green, that it may be necessary for the purpose of constructing and maintain utility lines, including but not limited to sanitary sewer, storm sewer, water, gas, electric, etc., over, under, through and across the property presently owned by the Lessee, including but not limited to the running of said service line through the existing building being sold herein to the Lessor, and Lessor does hereby expressly grant said easement to Lessee. The parties also do hereby expressly agree to the execution of any required party wall agreements, and/or required easements.

R-4. In the event that the Lessee shall elect to move the location of the existing Pro Shop, then in such event, the Lessee shall give to Lessor at least six (6) months prior written notice of his intention to commence said construction. In such event, the terms, provisions and conditions of such relocation by the Lessee shall be the same as provided in Paragraph R-3 above. In addition thereto, the Lessor does hereby agree that he shall convey such land to Lessee to allow the construction of the new Pro Shop, which pursuant to the existing plans and specifications would require the Lessor to convey to Lessee land consisting of approximately 1,200 square feet.

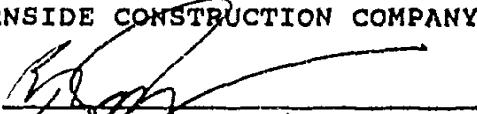
R-5. All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally, and receipt acknowledged in writing by the recipient, or if sent by certified mail to Lessee at the last address where the payments were made, or to the Lessor addressed to the premises or to any address which the Lessor in writing designates for such purpose. Date of service of notice served by mail shall be the date on which notice is deposited, postage prepaid, at a post office of the United States Post Office Department.

R-6. The provisions of this Lease Agreement are hereby modified and supplemented to conform herewith, but in all other respects, are to be and continue in full force and effect. In the event of a conflict between the terms and provisions of this Rider and the terms and provisions of the Lease Agreement, then in such event, the terms, provisions and conditions of this Rider shall prevail.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

BURNSIDE CONSTRUCTION COMPANY

By:

  
President

Attest:

  
Secretary

(LESSEE)

  
HELEN BISIOULIS

  
GEORGE GEORGACOPOULOS

(LESSOR)



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RETURN TO:

LAWRENCE R. Geycauski  
Attorney At Law  
18225 S. MORRIS AVE.  
HOMERWOOD, IL.  
60430

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