

197 Makris/Tzotzos

104441

26-121

TISCO TITLE INSURANCE
Highland, Indiana

CONTRACT FOR CONDITIONAL SALE OF BUSINESS AND REAL ESTATE

This Contract is entered into this 11 day of May, 1990 between EDWARD L. BROWN and VIENNA R. BROWN (hereinafter referred to as "Seller") and PETER MAKRIS and DANNY TZOTZOS (hereinafter referred to as "Buyer"). The Seller owns and operates a business commonly known as ED & VIENNA'S PLACE (f/k/a Tommy's) including the real estate upon which the business is located at 602 East Main Street, Griffith, IN. The Buyer wishes to purchase the business and real estate and the Seller wishes to sell the same to the Buyer. Now, in consideration of the mutual promises contained herein the parties agree to the sale and purchase upon the following covenants, terms and conditions:

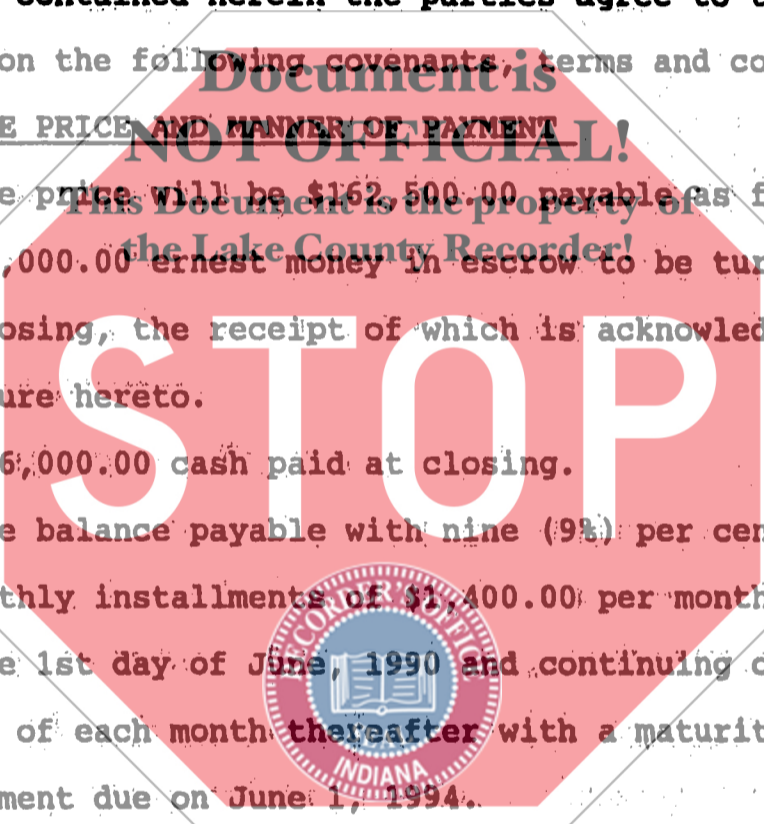
1. PURCHASE PRICE AND MANNER OF PAYMENT

The purchase price will be \$162,500.00 payable as follows:

- a) \$2,000.00 earnest money in escrow to be turned over to Seller at Closing, the receipt of which is acknowledged by Seller's signature hereto.
- b) \$76,000.00 cash paid at closing.
- c) The balance payable with nine (9%) per cent interest in monthly installments of \$1,400.00 per month beginning on the 1st day of June, 1990 and continuing on the first (1st) day of each month thereafter with a maturity date and balloon payment due on June 1, 1994.

Installment payments shall be applied first to any accrued late charges, then to interest accrued to the due date of the installment, and then to the reduction of the balance. Interest shall be computed monthly. Buyer shall have an eight (8) day grace period from the date any installment is due. Thereafter a late charge of \$99.00 shall become immediately due and payable.

The unpaid balance shall be increased by payments and expenses of Seller properly made and incurred under this Contract.



STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD
JUN 7 8 54 AM '90
ROBERT ROBERT BELAND
RECORDER

FILED

MAY 31 1990

Edward L. Brown
-LAKE COUNTY

000982

16.00

Buyer will reimburse Seller for pro-rated use of premises for the period of _____ in the amount of \$ _____

Buyer will reimburse Seller for pro-rated portion of use of Liquor License in the amount of \$ _____ for the period of _____

Payments under this contract shall be sent to Seller at the following address: 11116 Cline Avenue, Crown Point, IN 46307 or at such other address as Seller may designate in writing.

All sums paid under this Contract are payable without relief from valuation and appraisal laws.

2. PRE-PAYMENT

Buyer may prepay all or any part of the balance of the purchase price at any time and without penalty. No partial prepayment shall relieve Buyer from continuing to make scheduled monthly payments. All prepayments shall be applied first to interest due and payable and the balance to principal.

3. ASSETS INCLUDED IN SALE

This sale includes all Seller's interest in ED & VIENNA'S PLACE including all fixtures and furniture currently on the premises and all glassware and appliances as reflected on the attached "Equipment Inventory"; the rights to the business telephone numbers and 3-way Indiana Alcoholic Beverage Commission Permit. The sale also includes the Real Estate upon which the business is located, known as 602 E. Main Street in Griffith, Indiana and more particularly described as follows:

Lots 27, 28 and 29, Block 15, the Original Town of Griffith, as shown in Plat Book 2, Page 45 in Lake County, Indiana

4. ASSETS EXCLUDED FROM SALE

A. This sale does not include Seller's financial books, records, journals and ledgers and fixtures and property not on Equipment Inventory list.

B. Buyer shall pay an additional sum to Seller for the value of all Liquor, Beer, Wine, Cigarettes and other miscellaneous items on the premises.

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5. POSSESSION

Possession of the real estate and business is given concurrent with the closing of this contract.

6. TITLE INSURANCE

Since this is an owner financed contract sale, if Buyer wishes to purchase Title Insurance, it will be at Buyer's expense.

Upon Buyer's payment of the full purchase price Seller agrees to give Buyer a Warranty Deed for the premises.

Upon payment in full of the purchase price, Seller shall deliver to Buyer a Bill of Sale for the fixtures and property as described in addendum "A" to this Contract.

7. CONDITION OF PREMISES

Buyer represents that he has examined the premises in which the business is now being conducted by Seller and has inspected the physical condition of the fixtures, equipment and structures and accepts them in "as is" condition. It is agreed that Buyer shall have right to inspection prior to closing.

8. SELLER WARRANTIES

Seller makes the following warranties to Buyer:

A. No litigation, proceeding or governmental investigation is pending or threatened against Seller or the Business.

B. All social security, withholding, sales and unemployment insurance taxes and all personal property taxes due and payable to date have been paid.

9. TAXES

Real Estate and Personal Property taxes on the property will be pro-rated to date of closing. All subsequent taxes and assessments becoming due shall be paid by Buyer before they become delinquent. Should Buyer fail to pay such taxes and assessments when due, Seller shall have the option of either declaring this Contract in Default or Seller may pay the taxes and assessments and add the amount paid to the principal balance of the purchase price. Any tax bills inconsistent with the proration will be adjusted between the parties.

10. INSURANCE

Buyer shall keep and maintain hazard insurance for the premises during the term of this contract in an amount not less than the contract balance with Buyer and Seller as insureds as their interest appear. Buyer shall also keep and maintain public liability insurance in an amount no less than \$500,000.00 with both Buyer and Seller appearing as insureds. Both coverages shall be through an insurance company acceptable to both Seller and Buyer. Buyer shall provide Seller with proof of such insurance upon request by Seller.

Any proceeds received as payment for any loss or damage to the Real Estate shall be applied to the restoration and repair of the premises unless that should prove economically infeasible, in which case the funds shall be applied first to pay the contract balance in favor of Seller.

Should Buyer fail to keep the premises insured as agreed, Seller may at his option, either declare the contract in default, or pay such amounts for the insurance and add such amounts to the unpaid purchase price balance due Seller.

11. ALTERATIONS AND IMPROVEMENTS

Buyer may materially alter, add or remove improvements now or hereafter on the Real Estate only with the prior written consent of the Seller, which consent shall not be unreasonably withheld by Seller.

Buyer shall have the right to make minor repairs without written authorization.

12. USE OF PREMISES

Buyer shall not use the premises in any way which is in violation of the statutes and regulations of the State of Indiana and the Alcoholic Beverage Commission. Nor will Buyer allow the conduct by others of such activities as are in violation of such statutes and regulations.

Buyer shall not vacate or abandon these tavern business premises during the life of this Contract and shall apply for a new 3-Way Liquor License every year during the life of this Contract.

Buyer agrees to hold Seller harmless from any damage or injury to any person or to the property of any person arising from the use of said premises and from any lawsuits, or claims against the Seller arising out of Buyer's use of the premises.

13. MAINTENANCE

Buyer shall at his own expense, maintain the real estate and any improvements in as good order and repair as they are in on the date of this Contract, ordinary wear and tear or acts of God excepted.

Seller shall have the right to enter and inspect the Real Estate at any reasonable time.

14. NO LIENS

Buyer shall not create or allow any mechanics, laborers or materialmen to obtain a lien or attachment of Seller's interest herein.

15. CONDEMNATION

Buyer shall assume all risk of loss or damage by reason of condemnation and no such taking shall constitute a failure of consideration or cause for rescission of this contract by Buyer. Should all, or any part of the real estate be condemned, the amount received will be applied first to the unpaid balance of this contract, and then any excess to Buyer.

16. DEFAULT

Time is of the essence in this Contract. Failure of the Buyer to make any payment due under this Contract for more than 8 days after the appropriate due date, or failure by the Buyer for more than 30 days after written notice is given to Buyer, to perform or observe any other covenant or term of this Contract shall be deemed a Default by Buyer.

Upon the occurrence of a Default, Seller may elect either of the following remedies:

A. Seller may declare the Contract terminated, and sue to recover from Buyer any one or more of the following, subject to the Seller being limited to the common law damages of

foreclosure in the State of Indiana, the parties hereby stipulating the Buyers have "substantial equity" in the property.

1) Seller may declare all the sums due and secured by this Contract and institute legal action to recover same. If such election is chosen and if Seller recovers in full, Seller shall convey the real estate to Buyer as if Buyer had performed his obligations under this agreement. Seller shall also be entitled to recover reasonable attorney fees and costs in enforcing his rights under this Contract.

2) Seller may institute legal action to foreclose Buyer's equity in this Contract claiming as damages any one or more of those mentioned as follows: payments due at the time of termination and up to the time of sale or return to Seller; due and unpaid real estate taxes and assessments; any insurance premiums paid by Seller which Buyer is obligated to pay under the terms of this contract; reasonable cost of repairs of any damage to the Real Estate or collaterally secured property other than those due to ordinary wear and tear and Acts of God; monetary damages for Seller's inability to regain the 3-Way Liquor License due to Buyer's breach in this Contract or of the Statutes and Regulation of the State of Indiana and the Alcoholic Beverage Commission; reasonable attorney's fees and costs incurred in the enforcement of this Contract.

In the event Seller fails to convey the real estate as required by this Contract, upon Buyer's performance of his covenants herein, Buyer may institute legal action against Seller for specific performance and recover the costs and reasonable attorney's fees in bringing the action.

17. PARTIES BOUND

This Agreement shall inure to the benefit of, and be binding upon Seller, Buyer and their respective estates, successors and assigns.

18. ASSIGNMENT

This Contract and/or the Buyer's interest therein, shall not be leased, sold, assigned, conveyed or otherwise transferred, either directly or indirectly, without Sellers' written consent, which consent shall not be unreasonably withheld.

19. NOTICES

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed by registered or certified mail, return receipt requested, and first class postage prepaid and prepared as follows: If to Seller: then to Edward and Vienna Brown, 11116 Cline Ave., Crown Point, IN 46307; if to Buyer, then to Peter Makris and Danny Tzotzos at 6826 Kennedy Ave., Hammond, IN 46320.

One envelope addressed to the Seller jointly shall be sufficient. One envelope to both Buyers shall be sufficient.

The parties may change the names and addresses above mentioned by giving written notice given in accordance with this section on Notices.

20. MISCELLANEOUS PROVISIONS

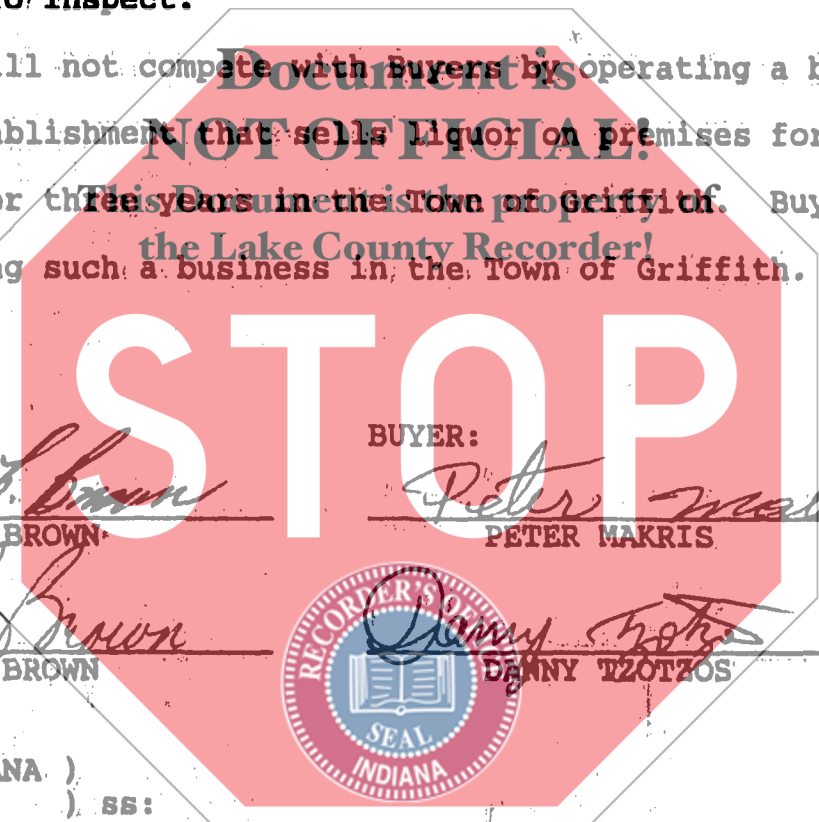
- A. Since Buyer consists of more than one person, each shall be jointly and severally bound to this Agreement.
- B. The failure of any party to enforce his rights upon any breach of the covenants and terms of this Contract, shall not be deemed a waiver of that party's right to enforce this contract upon subsequent defaults.
- C. Buyer will pay Liquor License transfer fee.
- D. Use of the masculine gender in the Contract shall comprehend as appropriate, the feminine gender as well.
- E. This Agreement is subject to the approval of the Liquor License and same being lien free.
- F. This Agreement is subject to Buyers obtaining license in their own name by Nov. 1st, 1990. If the Buyers are denied a license this agreement is void subject to the following: In the event Buyers do not obtain original transfer

of Seller's 3-Way liquor permit through no fault of Seller, then \$15,000.00 of the cash paid at closing and such monthly installments as are subsequently paid by Buyers until they declare contract void due to inability to get license shall be retained by Seller as consideration for loss of use of his business. The remainder of installment paid at closing shall be refunded to Buyer.

This agreement is subject to the previous owner Thomas Mayor approving the sale. Thomas Mayor and Seller shall have rights:

- a) As named insureds;
- b) To approve alterations;
- c) To inspect.

Sellers will not compete with Buyers by operating a bar or tavern or establishment that sells liquor on premises for consumption for three days in the Town of Griffith. Buyers are still operating such a business in the Town of Griffith.



SELLER:

Edward L. Brown

 EDWARD L. BROWN

Vienna R. Brown

 VIENNA R. BROWN

BUYER:

Peter Makris

 PETER MAKRIS

Danny Tzotzos

 DANNY TZOTZOS

STATE OF INDIANA)
) SS:
 COUNTY OF LAKE)

Before me, the undersigned a Notary Public, personally appeared the above named Edward L. Brown and Vienna R. Brown and Peter Makris and Danny Tzotzos, and they being duly sworn on oath acknowledged that they have read and understand the foregoing Contract and that they have signed their names above as their own free and voluntary act.

Linda J. McBride

 Linda J. McBride
 Notary Public

My Commission Expires: 1-26-91
 County of Residence: Lake

This Document Prepared By:

HILBRICH, CUNNINGHAM & SCHWERD
 2637 - 45th Street
 Highland, IN 46322
 Phone: (219) 924-2427

EQUIPMENT INVENTORY

31 Wood chairs and assorted bar stools
8 Red Bar stools
13 Red bar swivel stools with backs
3 Red Booths
28 Blue chairs, assorted chairs and folding chairs
36 Tables
1 Casio Electric Cash Register
2 Neon Tube Lights around windows with transformers
1 Exhaust Fan (north wall)
1 Cigarette Machine
1x4' Bar Cabinet
1x28.5' Bar (front)
1x4 Coldin Cooler (carry out)
2x4 Beverage Air Bottle Coolers
2x8 S.S. Sinks with ice bins
1 Eric 1001 - Electric cash register
1x26' Back Bar
1x4' Beverage Cooler
1 19" Portland Color TV
1 Hamilton Beach Blender
2 Emergency Lights
1x14' Service Bar
1x4' Service Bar
2 Air Conditioners (roof top)
1 Ceiling Fan with lights
1 Wagon Wheel Light Fixture
1 Electric Air Cleaner
1 Miscellaneous cleaning supplies
1x7' Service Bar
1 S.S. Jordan D.D. Refrig. 4'
1 Manitowac Ice Bin
1 Deep fryer
1 Stove
1 3 bin S.S. Sink 6'
1 Exhaust Hood
1 Miscellaneous Kitchen Cabinets
1 Kenmore Microwave Oven
1 Kenmore Freezer
2 Keg Draft Coolers
1 Dumpster (trash) new
9' 10" x 7' 2" Walk-In Cooler
1 Hand Truck (dolly)
1 Exterior Lit sign
All glassware, glasses, shot glasses and miscellaneous bar items

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This Document is the property of the Lake County Recorder!

STOP



Items NOT included:

5' Wood Ladder
Scrubber Buffer
Christmas Decorations
Bar Signs, Mirrors
Bar Crocks
Bar Lamp
Malibu Sign
Personal Items