

# UNOFFICIAL COPY



Doc#: 0527232000 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/29/2005 08:24 AM Pg: 1 of 16

This instrument was prepared by  
and after recording return to:

Michael L. Ralph, Jr.  
Richards, Ralph & Schwab, Chtd.  
175 East Hawthorn Parkway  
Suite 345  
Vernon Hills, IL 60061

## SECOND MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT MODIFICATION AGREEMENT

THIS SECOND MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT MODIFICATION AGREEMENT (this "Second Modification") is made as of the 15th day of September, 2005, by and between HP Associates of Illinois, LLC, an Illinois limited liability company ("HP") and FMV Investment L.L.C., a Delaware limited liability company ("FMV"), each with offices at 105 West Adams, Suite 3700, Chicago, Illinois (collectively, the "Mortgagor") and Libertyville Bank & Trust Company, an Illinois banking corporation, (the "Mortgagee"), whose mailing address is 507 North Milwaukee Avenue, Libertyville, Illinois.

### WITNESSETH:

WHEREAS, Mortgagee is the owner and holder of a certain Installment Note dated September 25, 2003, as amended from time to time (the "Note") initially executed by HP and FMV in favor of Mortgagee, in the original principal sum of FIVE MILLION SIX HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$5,670,000.00); and,

WHEREAS, the Note is secured by a Mortgage, Security Agreement and UCC Financing Statement, as modified from time to time (the "Mortgage") executed by Mortgagor in favor of Mortgagee dated September 25, 2003 and recorded on October 7, 2003, in the office of the Recorder of Deeds of the County of Cook, State of Illinois as Document No. 0328034146, against that certain real estate described therein (the "Premises") which is legally described on Exhibit "A" attached hereto and made a part hereof consisting of thirteen (13) buildings each of which is a single condominium unit (individually referred to as a "HP Unit"), along with an Assignment of Rents, executed by Mortgagor in favor of Mortgagee dated September 25, 2003 and recorded on October 7, 2003, in the office of the Recorder of Deeds of the County of Cook, State of Illinois as Document No. 0328034147 (the "Assignment of Rents"), a Security Agreement executed by Mortgagor in favor of Mortgagee dated September 25, 2003 and recorded on October 7, 2003, in the office of the

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Recorder of Deeds of the County of Cook, State of Illinois as Document No. 0328034148 ("Security Agreement") and certain other related Loan Documents (collectively, the "Loan Documents"); and,

WHEREAS, on March 1, 2005 the Note and Mortgage were modified as evidenced by that certain Amendment to Promissory Note - September 25, 2003 ("Amendment to Note") and that certain Mortgage, Assignment of Rents, and Security Agreement Modification Agreement recorded with the Cook County Recorder of Deeds on March 25, 2005 as Document No. 508419054 ("Mortgage Modification"), respectively, by and between Mortgagor and Mortgagee whereby the Mortgagee, among other things, granted Mortgagor the right to convey a specific HP Unit to Holly Lane Converters LLC, subdivide said HP Unit into individual sub-condominium units subject to certain conditions precedent, and receive partial releases of the Mortgage lien against the aforementioned HP Unit upon the payment by Mortgagor to Mortgagee of an amount not less than Two Hundred Two Thousand Five Hundred and 00/100 Dollars (\$202,500.00) towards the outstanding principal balance of the Note from the sale proceeds arising from the sale of three (3) individual sub-condominium units;

WHEREAS, Mortgagee also granted Mortgagor the right to convey two (2) additional HP Units to Holly Lane Converters LLC, and subdivide said additional HP Units into individual sub-condominium units provided Mortgagor complied with the terms of the Mortgage Modification;

WHEREAS, Mortgagor has satisfied the conditions precedent set forth in the Mortgage Modification and intends to convey the two (2) HP Units commonly known as 10020 Holly Lane, Des Plaines, Illinois ("Unit 10020") and 10012 Holly Lane, Des Plaines, Illinois ("Unit 10012") and legally described in the attached Exhibit "A" as Parcels 11 and 8, respectively, to Holly Lane Converters LLC to be subdivided into individual sub-condominium units upon submission to the Holly Lane Condominiums;

WHEREAS, notwithstanding the payment requirements set forth in the Mortgage Modification, Mortgagee has agreed to execute partial releases of the Mortgagee's lien against an individual sub-condominium unit contained in Unit 10020 in exchange for payment by Mortgagor to Mortgagee in an amount not less than Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) towards the outstanding principal balance of the Note from the sales proceeds arising from the sale of each of such remaining individual sub-condominium unit;

WHEREAS, upon Mortgagee receiving payments from Mortgagor in an amount not less than Two Hundred Two Thousand Five Hundred and 00/100 Dollars (\$202,500.00) towards the outstanding principal balance of the Note from the sale proceeds arising from the sale of three (3) individual sub-condominium units of Unit 10020, Mortgagee has agreed to execute partial releases of the Mortgagee's lien against each of the individual sub-condominium units contained in Unit 10012 in exchange for the payment from Mortgagor of

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Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) towards the outstanding principal balance of the Note from the sale proceeds arising from the sale of each individual sub-condominium unit contained in Unit 10012;

NOW THEREFORE, for valuable consideration, and the mutual covenants and promises of the parties hereto, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor and the Mortgagee each covenant and agree as follows:

1. Recitals. The recitals contained in this Second Modification are hereby incorporated into, and made an integral part of this Second Modification. All defined terms used herein which are not otherwise defined shall have the same meaning ascribed to them in the foregoing instruments and the Fourth Amendment (as defined below) and are so incorporated by this reference.
2. Releases of Sub-Condinium Units by Mortgagee. Mortgagee will execute a partial release of its Mortgage lien against an individual sub-condominium unit contained in Unit 10020 upon the payment by Mortgagor to Mortgagee of an amount not less than Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) towards the outstanding principal balance of the Note from the sale proceeds of each such individual sub-condominium unit. After Mortgagor has made payment to Mortgagee in an amount not less than Two Hundred Two Thousand Five Hundred and 00/100 Dollars (\$202,500.00) towards the outstanding principal balance of the Note from the sale proceeds arising from the sale of three (3) sub-condominium units in Unit 10020, Mortgagee will execute a partial release of the Mortgage lien against an individual sub-condominium unit in Unit 10012 upon Mortgagor's payment to Mortgagee in an amount not less than Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$67,500.00) towards the outstanding principal balance of the Note from the sale proceeds of each individual sub-condominium unit in Unit 10012.
3. Acknowledgment of Amount. The Mortgagor acknowledges that the principal amount due under the Note as of August 31, 2005 is Five Million Ninety-Four Thousand Seven Hundred Fifty-Nine and 00/100 Dollars (\$5,094,759.00).
4. No Implied Amendments. Except as expressly modified hereby or in the Mortgage Modification, all of the terms and conditions of the Mortgage, Assignment of Rents and Security Agreement shall remain unchanged and in full force and effect, and any other pledge of the Premises to secure any other obligations or debt under the Mortgage, Assignment of Rents and Security Agreement shall remain unaffected hereby.
5. Reaffirmation. Mortgagor hereby incorporates by reference herein and restates as of the date hereof, all of the representations, warranties, statements, undertakings, covenants, agreements, obligations, and indemnities (the "Undertakings"), of the Mortgagor, contained in the Mortgage, Assignment of Rents, Security Agreement, Mortgage Modification or in any other instrument related thereto which has been submitted to the Mortgagee, and affirms that all such Undertakings are currently in full force and effect

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and shall remain continuously applicable to the transactions to which the Mortgage, Assignment of Rents and Security Agreement and Mortgage Modification relate until all of the Mortgagor's obligations and liabilities to the Mortgagee are completely satisfied.

6. Waiver. Mortgagor acknowledges and agrees that as of the date hereof, the Mortgage, Assignment of Rents and Security Agreement and Mortgage Modification are good, valid and enforceable and free of all defenses whatsoever, known or unknown, whether in law or in equity, and constitute(s) the legally binding obligations of the Mortgagor to the Mortgagee. No event or act has occurred which might or could impair the enforceability thereof or result in the discharge of the Mortgagor thereunder or under any pledge, agreement, promise, covenant, or any undertaking whatsoever which the Mortgagor has made or given to the Mortgagee. The Mortgagor waives and releases any causes of action it might have or claim to have against the Mortgagee arising out of or in any way related to the execution and enforcement of the Mortgage, Assignment of Rents, Security Agreement, Mortgage Modification or the transactions to which it/they relate(s).

7. Affirmance of Mortgage. The Mortgage, as amended herein and by the Mortgage Modification, continues to be a valid and subsisting lien(s) upon the Premises, which Premises is free and clear of all other liens and encumbrances except those in favor of the Mortgagee or those which have been expressly permitted by the Mortgagee, if any. Notwithstanding the terms and provisions set forth in Paragraph 2 above, any assumption and/or assignment made hereunder shall be made without the release of liability or obligations set forth in the Loan Documents as modified and/or amended by the Mortgage Modification and/or this Second Modification.

8. Binding Effect of Agreement. This Second Modification shall be binding on all the successors and assigns of the Mortgagor and all successors and/or assigns of the respective parties hereof, provided, however, each successor and/or assigns of HP (other than the qualified intermediary with respect to a Internal Revenue Code Section 1031 transaction) assumes all undertakings hereof as defined above and assumes all obligations in favor of Mortgagee as defined in the Loan Documents as they may be amended from time to time and in effect as of the date of the assignment.

9. Severability. The enforceability or invalidity of any provision of this Second Modification shall not affect the enforceability or validity of any other provision.

10. Headings. The headings have been inserted solely as a matter of convenience to the parties and shall not affect the construction or meaning thereof.

[The remainder of this page left intentionally blank.]

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

HP ASSOCIATES OF ILLINOIS LLC, an Illinois limited liability company

By:   
Gary Baxter, its Manager

FMV INVESTMENT L.L.C., a Delaware limited liability company

By:   
Gary Baxter, its Manager

LIBERTYVILLE BANK & TRUST COMPANY

By: \_\_\_\_\_  
Randy Webster, its Vice President

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Mortgagor has executed this instrument as of the day and year first above written.

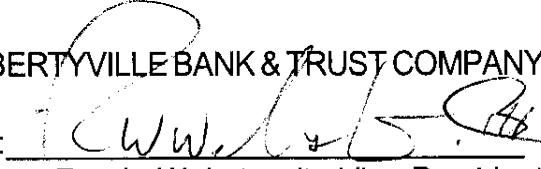
HP ASSOCIATES OF ILLINOIS LLC, an Illinois limited liability company

By: \_\_\_\_\_  
Gary Baxter, its Manager

FMV INVESTMENT L.L.C., a Delaware limited liability company

By: \_\_\_\_\_  
Gary Baxter, its Manager

LIBERTYVILLE BANK & TRUST COMPANY

By:  \_\_\_\_\_  
Randy Webster, its Vice President

Property of Cook County Clerk's Office

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## JOINDER BY DEVELOPER

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Second Mortgage, Assignment of Rents and Security Agreement Modification Agreement (this "Second Modification").

2. As a result of any interests that Holly Lane Converters LLC, an Illinois limited liability company (the "Developer") may now have or may hereinafter acquire in the Premises, it hereby acknowledges and hereby agrees to assume all obligations imposed upon the Mortgagor pursuant to the terms and provisions contained in the Loan Documents, including all liens and obligations pertaining to any HP Unit conveyed to it pursuant to this Second Modification by and between the Mortgagor and the Mortgagee. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ELSEWHERE IN THIS AGREEMENT OR IN ANY OF THE OTHER DOCUMENTS SECURING THE INDEBTEDNESS EVIDENCED BY THE NOTE REFERENCED ABOVE, IF ANY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT NOTHING IN THIS AGREEMENT OR SUCH OTHER LOAN DOCUMENTS, IF ANY, SHALL BE CONSTRUED AS CREATING ANY PERSONAL LIABILITY OF OR AGAINST ANY OR ALL OF HOLLY LANE CONVERTERS, LLC, AN ILLINIOS LIABILITY COMPANY, OR ANY OF ITS RESPECTIVE MANAGERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES AND LEGAL REPRESENTATIVES OR ANY EXECUTORS, ESTATES, SUCCESSORS OR ASSIGNS TO OR OF ANY OF THE FOREGOING PARTIES, TO PAY THE PRINCIPAL BALANCE OF THE NOTE OR ANY INTEREST THAT MAY ACCRUE THEREON, OR ANY INDEBTEDNESS, COSTS, FEES, COSTS OR EXPENSES ACCRUING UNDER OR PURSUANT TO THE NOTE, OR TO PERFORM ANY COVENANT EITHER EXPRESSED OR IMPLIED CONTAINED IN THIS AGREEMENT OR SUCH OTHER LOAN DOCUMENTS, IF ANY, ALL SUCH LIABILITY, IF ANY, BEING EXPRESSLY WAIVED BY THE MORTGAGEE AND BY EVERY PERSON NOW OR HEREAFTER CLAIMING ANY RIGHT OR SECURITY UNDER THE NOTE OR SUCH OTHER LOAN DOCUMENTS, IF ANY. THE LEGAL HOLDER OR HOLDERS OF THE NOTE AND SUCH OTHER LOAN DOCUMENTS, IF ANY, SHALL LOOK SOLELY TO THE PREMISES OR OTHER COLLATERAL (AS DEFINED IN SUCH OTHER LOAN DOCUMENTS) FOR SATISFACTION THEREOF, BY THE ENFORCEMENT OF THE LIEN CREATED BY SUCH OTHER LOAN DOCUMENTS, IF ANY, IN THE MANNER SET FORTH IN THEREIN.

2. Notwithstanding anything to the contrary contained in this Joinder, the Developer represents and warrants and covenants to Mortgagee as follows:

- a. Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois.
- b. The execution, delivery and performance by Developer of this Joinder, and the borrowing and liabilities incurred hereunder (1) have been

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duly authorized by all necessary action of, (2) do not contravene the terms of the Articles of Organization or Operating Agreement, of Developer, (3) do not (to the best of Developer's knowledge) require the approval or consent of any trustee or the holders of any indebtedness of Developer, (4) do not (to the best of our knowledge) contravene any law, regulation, rule or order binding on Borrower, and (5) do not (to the best of our knowledge) contravene the provisions of or constitute a default under any agreement or instrument to which Developer is a party or by which Developer may be bound or affected or by which Developer becomes a party by assumption except as provided in this Joinder. All actions, approvals and consents necessary to authorize the execution, delivery and performance of this Joinder together with the performance of the Loan Documents, as amended by the Second Modification, by Developer have occurred or been obtained.

c. No government approval or filing or registration with any governmental authority is required for the execution, delivery and performance by Developer of this Joinder, the Loan Documents, or in connection with any of the transactions contemplated thereby.

d. This Joinder has been duly and validly executed and delivered by Developer, in compliance with the laws of the State of Illinois, and constitute legal, valid and binding obligations of Developer, enforceable against Developer, in accordance with their respective terms and provisions, except that enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws, or by equitable principles, relating to or limiting the rights of creditors generally.

e. There is, to the best of Developer's knowledge, without inquiry, no private, judicial or governmental action, lawsuit, claim, proceeding, inquiry or investigation pending or threatened which directly names Developer. In addition, to the best of Developer's knowledge, no unsatisfied judgments have been entered or returned against Developer.

f. Any loans made pursuant to the terms of this Joinder together with the Loan Documents are not usurious under applicable law.

g. Under choice of law principles applicable under Illinois law, the provisions of the Loan Documents stating that the laws of the State of Illinois and the laws of the United States govern the enforcement of the Loan Documents are enforceable, so long as the court finds that (i) Illinois bears a reasonable relationship to the transaction contemplated by the Loan Documents and (ii) the enforcement of the Loan Documents in accordance with Illinois law is not dangerous, inconvenient, immoral or



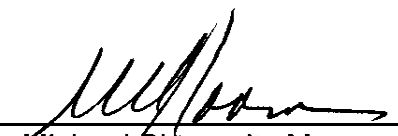
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contrary to public policy.

3. Notwithstanding anything to the contrary contained in this Joinder, in the event of a breach of the aforementioned representations, warranties or covenants contained in Paragraph 2 of this Joinder, the Developer shall be liable and/or obligated to the Mortgagee for the breach thereof.

HOLLY LANE CONVERTERS LLC, an  
Illinois limited liability company

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

  
Michael Bloom, its Manager

Property of Cook County Clerk's Office

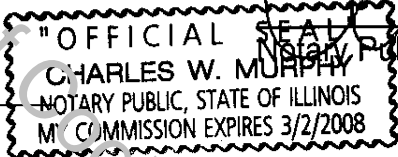
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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Charles W. Murphy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Baxter, personally known to me and known by me to be a Manager of HP ASSOCIATES OF ILLINOIS LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed the foregoing instrument as such Manager of HP ASSOCIATES OF ILLINOIS LLC, as his free and voluntary act, and as the free and voluntary act and deed of HP ASSOCIATES OF ILLINOIS LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of September, 2005.

My Commission Expires: \_\_\_\_\_



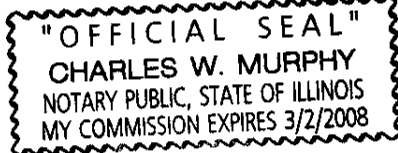
Charles W. Murphy  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Charles W. Murphy, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gary Baxter, personally known to me and known by me to be a Manager of FMV INVESTMENT, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed the foregoing instrument as such Manager of FMV INVESTMENT, L.L.C., as his free and voluntary act, and as the free and voluntary act and deed of FMV INVESTMENT, L.L.C., for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of September, 2005.

My Commission Expires: \_\_\_\_\_



Charles W. Murphy  
Notary Public

# UNOFFICIAL COPY

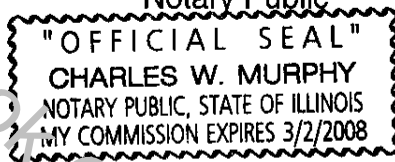
STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF Cook     )

I, Charles W. Murphy a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Michael Bloom personally known to me and known by me to be a Manager of HOLLY LANE CONVERTERS LLC, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed the foregoing instrument as such Manager of HOLLY LANE CONVERTERS LLC, as his free and voluntary act, and as the free and voluntary act and deed of HOLLY LANE CONVERTERS LLC, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27 day of September, 2005.

My Commission Expires:

Charles W. Murphy  
Notary Public



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STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF LaSalle     )

I, SALLIE S. Hamm, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Randy Webster, as Vice President of LIBERTYVILLE BANK & TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that, he signed the foregoing instrument as such Vice President of LIBERTYVILLE BANK & TRUST COMPANY, as his free and voluntary act, and as the free and voluntary act and deed of LIBERTYVILLE BANK & TRUST COMPANY, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of September, 2005.

My Commission Expires:

2-19-08

Sallie S Hamm  
Notary Public



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## EXHIBIT A

### Legal Descriptions

#### Parcel 1

UNIT 9998 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1027

ADDRESS: 9998 Holly Lane, Des Plaines, Illinois

#### Parcel 2:

UNIT 10000 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1028

ADDRESS: 10000 Holly Lane, Des Plaines, Illinois

#### Parcel 3:

UNIT 10002 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1029

ADDRESS: 10002 Holly Lane, Des Plaines, Illinois

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## Parcel 4:

UNIT 10004 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1030

ADDRESS: 10004 Holly Lane, Des Plaines, Illinois

## Parcel 5

UNIT 10006 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1031

ADDRESS: 10006 Holly Lane, Des Plaines, Illinois

## Parcel 6

UNIT 10008 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1032

ADDRESS: 10008 Holly Lane, Des Plaines, Illinois

## Parcel 7:

UNIT 10010 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

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P.I.N.: 09-09-403-068-1033

ADDRESS: 10010 Holly Lane, Des Plaines, Illinois

Parcel 8:

UNIT 10012 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1034

ADDRESS: 10012 Holly Lane, Des Plaines, Illinois

Parcel 9:

UNIT 10014 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1035

ADDRESS: 10014 Holly Lane, Des Plaines, Illinois

Parcel 10:

UNIT 10016 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1036

ADDRESS: 10016 Holly Lane, Des Plaines, Illinois

# UNOFFICIAL COPY

**Parcel 11:**

UNIT 10020 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1038

ADDRESS: 10020 Holly Lane, Des Plaines, Illinois

**Parcel 12:**

UNIT 10022 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1039

ADDRESS: 10022 Holly Lane, Des Plaines, Illinois

**Parcel 13:**

UNIT 10024 IN HERITAGE POINTE CONDOMINIUM, AS DELINEATED AND DEFINED ON THE PLAT OF PARCEL OF REAL ESTATE FALLING IN: PART OF THE EAST HALF OF THE NORTHEAST QUARTER AND PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED MARCH 2, 2001 AS DOCUMENT NUMBER 0010170969, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

P.I.N.: 09-09-403-068-1040

ADDRESS: 10024 Holly Lane, Des Plaines, Illinois