### **UNOFFICIAL COPY**

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Craig M. Gertz
Daspin & Aument, LLP
227 West Monroe Street, Suite 3500
Chicago, Illinois 60606



Doc#: 1224144045 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/28/2012 02:40 PM Pg: 1 of 3

(Above space for Recorder's use only)

# NOTICE OF AND CLAIM FOR LEN FOR UNPAID REAL ESTATE TAX PRORATIONS

Reference is made to that certain Residential Condominium Purchase Agreement dated as of June 18, 20% (as amended from time to time, the "Purchase Agreement") by and between Opus Real Estate IL VI Burr Ridge, L.L.C., a Delaware limited liability company, as predecessor in interest to Burr Dee I, L.L.C., a Delaware limited liability company (together with its successors and assigns, "Seller"), with an address of 10350 Bren Road West, Minnetonka, Minnesota 55343, and THOMAS HOLLINGSWORTH and CHRISTINE HOLLINGSWORTH ("Buver") with respect to the purchase and sale of 450 Village Center Drive, Unit 209, Burr Ridge, Illinois 60527, and legally described on Exhibit A attached hereto and made a part hereof (the "Property").

#### NOTICE IS HEREBY GIVEN THAT:

- 1. The real estate taxes (the "2008 Taxes") for the Property for calendar year 2008 payable in calendar year 2009 had not been determined as of the closing (the "Closing") of the sale of the Property to Buyer. Accordingly, pursuant to Section 12.B of the Purchase Agreement:
- (a) Seller received an estimated partial credit (the "2008 Tax Estir late d Credit") at Closing for 2008 Taxes;
- (b) Seller paid the 2008 Taxes for the Property following the issuance of the final tax bill for the 2008 Taxes on **January 7, 2010** (the "Payment Date");
- (c) Buyer's pro rata share of 2008 Taxes equaled a fraction, the numerator of which was the number of days between (and including) the date of Closing and December 31, 2008, and the denominator of which was 366 days; and
- (d) Buyer was required to reimburse Seller for the difference (the "2008 Tax Deficiency") between Buyer's pro rata share of the 2008 Taxes and the 2008 Tax Estimated Credit.
- 2. As required under <u>Section 12.B</u> of the Purchase Agreement, Seller delivered written notice to Buyer of an itemization of the 2008 Tax Deficiency, which was in an amount equal to Three Thousand Nine Hundred Sixteen AND 29/100 DOLLARS (\$3,916.20)

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Buyer failed to reimburse Seller for the 2008 Tax Deficiency within ten (10) days after delivery of such notice as required under <u>Section 12.B</u> of the Purchase Agreement.

- 3. As of the date hereof, Buyer has not yet reimbursed Seller for any portion of the 2008 Tax Deficiency, and pursuant to Section 12.B of the Purchase Agreement, the 2008 Tax Deficiency shall bear interest at the rate of ten percent (10%) per annum from the Payment Date until the date Buyer reimburses Seller such amount.
- 4. In accordance with <u>Section 12.B</u> of the Purchase Agreement, upon recording of this notice, a lien has been created against the Property for the benefit of Seller for all sums payable by Fuyer hereunder, including without limitation the 2008 Tax Deficiency Amount and all interest accraing thereon.
- 5. The notice does not (a) operate as a waiver of any other default which may exist under the Purchase Agreement by Buyer or the Property, or (b) operate as a waiver of any right, remedy, power of privilege of Seller under the Purchase Agreement against Buyer or the Property, (c) prejudice or prectude any other further exercise by Seller of any right or remedy provided by law or in equity with respect to Buyer or the Property, (d) entitle Buyer or any other party to any other or further notice or demand whatsoever; or (e) in any way modify, change, impair, effect, or diminish or release any liability of Buyer or the Property under or pursuant to the Purchase Agreement or any other liability that Buyer or the Property may have to Seller

the Purchase Agreement or any other	r liabuit, t	hat Buyer or the Property under or pursuant to hat Buyer or the Property may have to Seller.
STATE OF MINNESOTA )	By: Name: Title:	Wade C. Lau Vice Presiden
COUNTY OF HENNEPIN )	SS.	6/4/6
to the foregoing instrument, appeared signed and delivered said instrument and on behalf of said limited liability and voluntary act and deed of said co	own to med before med t as	of Burr Deed, L.L.C., a Delaware limited to be the same person whose name is subscribed this day in person and acknowledged that he/she of said limited liability company, as his/her free and voluntary act, and as the free the uses and purposes therein set forth.
GIVEN under my hand and no elizabeth R. BLOMBERG NOTARY PLULC - MINNESOTA MY COMMISSION EXPIRES 1/31/16	<u>2</u> Pri	this 22nd day of August, 2012  Land Blocker  Manuel Elizabeth Blomberg  tary Public

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#### EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

UNIT 209 PARKING SPACE P-39 STORAGE SPACE S-14 IN 450 VILLAGE CENTER DRIVE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1-2 IN THE FINAL PLAT OF SUBDIVISION FOR BURR RIDGE VILLAGE CENTER RESUBDIVISION, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED FEBRUARY 14, 2008 AS DOCUMENT 0804533191 ,TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED OCTORER 4, 2006 AS DOCUMENT 0627734129 AND AMENDED AND RESTATED DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED NOVEMBER 30, 2007 AS DOCUMENT 0733403124 FOR ACCESS, PARKING, STORM WATER DRAINAGE, SANITARY SEWER, WATER, GAS, ELECTRIC, TELFPHONE, CABLE TELEVISION AND COMMUNICATION, VERTICAL UTILITIES, MAINTENANCE, ADJACENT BUILDING CONSTRUCTION, ENCROACHMENT, AND STRUCTUPAL SUPPORT OVER, UPON AND UNDER THE COMMON AREAS OF LOTS 1 THROUGH & AND OUTLOTS A AND B IN BURR RIDGE VILLAGE CENTER SUBDIVISION. 750/1/C

PIN:

18-30-300-056-1009

Street Address:

450 Village Center Drive, Unit 209

Burr Ridge, Illinois 60527