

# UNOFFICIAL COPY



Joc# 1930506166 Fee \$88.00

INSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 11/01/2019 04:03 PM PG: 1 OF 18

PREPARED BY, RECORDING REQUESTED  
BY AND WHEN RECORDED RETURN TO:

Polsinelli  
150 N. Riverside Plaza, Suite 3000  
Chicago, Illinois 60606  
Attention: Douglas Noren, Esq.

1901870747E

(Space Above For Recorder's Use)

## EIGHTH MODIFICATION AND SPREADER AGREEMENT

THIS EIGHTH MODIFICATION AND SPREADER AGREEMENT (this "Agreement") is made effective as of the 25th day of October, 2019, by and between **VPH OWNER WHEELING, LLC**, a Delaware limited liability company, as mortgagor (the "Mortgagor"), having an address at 401 West Superior Street, Chicago, Illinois 60654 and **MIDCAP FUNDING VII TRUST**, a Delaware statutory trust, having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, its successors and assigns, as mortgagee, in its capacity as agent (and in such capacity, "Agent") for Lenders (as defined below), having an address at c/o MidCap Financial Services, LLC, as servicer, 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814

### WITNESSETH:

WHEREAS, Mortgagor and Agent, as assignee to MidCap Financial Trust, a Delaware statutory trust, as agent, are parties to that certain Credit Agreement dated as of October 25, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), together with other financial institutions who are or hereafter become parties thereto (collectively or individually, as the context may require, referred to herein as "Lenders"), which Credit Agreement sets forth the terms and conditions of a certain term loan (the "Loan") in the principal sum of TWENTY-SIX MILLION EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$26,810,000.00).

SY  
P/18  
S/1  
M  
S  
10/1

# UNOFFICIAL COPY

WHEREAS, the Loan is evidenced by that certain Term Loan Note in the principal sum of TWENTY-SIX MILLION EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$26,810,000.00) dated of even date with the Credit Agreement made by Mortgagor in favor of Agent, as agent for Lenders (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Note**"), and secured by, *inter alia*, that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated of even date with the Credit Agreement made by Mortgagor in favor of Agent, as agent for Lenders, recorded in the Official Records (as such term is defined in Exhibit B hereto) as of October 30, 2018 as Document Number 1830345064, as amended by that certain Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of November 13, 2018 as Document Number 1831734069, as further amended by that certain Second Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of February 11, 2019 as Document Number 1904234097, as further amended by that certain Third Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of June 26, 2019 as Document Number 1917734039, as further amended by that certain Fourth Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of July 24, 2019 as Document Number 1920541192, as further amended by that certain Fifth Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of October 10, 2019, as Document Number 1928341129, as further amended by that certain Sixth Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of October 15, 2019, as Document Number 1928841229, and as further amended by that certain Seventh Modification and Spreader Agreement made by Mortgagor in favor of Agent, as agent for Lender, recorded in the Official Records as of October 30, 2019, as Document Number 1930341045 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "**Mortgage**").

WHEREAS, Mortgagor has requested, and Agent has agreed, to spread the lien of the Mortgage to those certain condominium units more particularly described in Exhibit A-1 hereto, which form a part of that certain property subject to a condominium regime located at 450-550 Manda Lane, Wheeling, Cook County, Illinois 60090, known as Pine Hill Condominiums (the "**Condominium**"), which Condominium was established pursuant to the condominium declarations and by-laws more particularly described in Exhibit B attached hereto (collectively, the "**Condominium Documents**"), together with (i) an undivided interest in the "Limited Common Elements" of the Condominium corresponding to the Units, as more particularly described in the Condominium Documents and (ii) an undivided interest in the "Common Elements" of the Condominium corresponding to the Units, as more particularly described in the Condominium Documents (collectively, the "**Additional Property**" and together with the lien of the Mortgage, the condominium units more particularly described in Exhibit A-2 hereto); and

WHEREAS, as a condition to the spreading of the lien of the Mortgage to encumber the Additional Property, Agent and Mortgagor have agreed to enter into this Agreement.

# UNOFFICIAL COPY

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Agent agree that the foregoing recitals are true and correct and further agree as follows:

## 1. DEFINITIONS

As used in this Agreement, the following capitalized term shall have the meaning set forth below.

Any capitalized terms used in this Agreement but not defined in this Agreement shall have the respective meanings given them in the Mortgage.

- 1.1 **Additional Mortgaged Property** - as defined in Section 2.1.

## 2. LOAN STATUS

2.1 Mortgagor acknowledges and agrees with Agent that, as of the date hereof, Mortgagor is indebted to Lenders under the Note in the principal amount of TWENTY-SIX MILLION EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$26,810,000.00), together with all accrued and unpaid interest thereon. Mortgagor agrees with, and for the benefit of Agent and each Lender that Mortgagor has no claims, offsets or defenses against Agent or any Lender or against the payment of the Note, nor any claims for reimbursement of any sums heretofore paid to Agent or any Lender or for any other matter whatsoever in any way arising from or growing out of the Loan, and Mortgagor waives and relinquishes any such claims, offsets or defenses whatsoever which Mortgagor may have against Agent or any Lender.

## 3. MORTGAGE SPREADER

3.1 As security for the Loan, and the other obligations secured by the Mortgage including, without limitation, all of Mortgagor's obligations under or in connection with any and all existing or future swap agreements (as defined in 11 U.S.C. §101), as in effect from time to time with Agent (including in its capacity as a Lender) or any of its affiliates, and subject to the terms and conditions set forth in the Mortgage, as modified and spread by this Agreement, Mortgagor hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, delivers, sets over, warrants and confirms to Agent, and grants Agent a security interest in, the Additional Property TOGETHER WITH:

(a) All the buildings, structures, improvements and fixtures of every kind or nature now or hereafter situated on the Additional Property and all of the Mortgagor's interests (now owned or hereafter acquired) in machinery, appliances, equipment, furniture and all other personal property of every kind or nature which constitute fixtures with respect to the Additional Property, together with all extensions, additions, improvements, substitutions and replacements of the foregoing ("**Improvements**");

(b) All easements, tenements, rights-of-way, vaults, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers and appurtenances in any way belonging, relating or appertaining to any of the Additional

# UNOFFICIAL COPY

Property or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired ("**Appurtenances**");

(c) Subject to the terms and provisions of the Credit Agreement: (i) all judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Additional Property, Improvements or Appurtenances or any part thereof or to any rights appurtenant thereto; (ii) all compensation, awards, damages, claims, rights of action and proceeds of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Additional Property, Improvements or Appurtenances or any part thereof, (b) damage to all or any portion of the Additional Property, Improvements or Appurtenances by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Additional Property, Improvements, Appurtenances or of other property, or (c) the alteration of the grade of any street or highway on or about the Additional Property, Improvements, Appurtenances or any part thereof; and, except as otherwise provided in the Mortgage or in the Credit Agreement, Agent is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided in the Mortgage or in the Credit Agreement, to apply the same toward the payment of the Secured Obligations; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Additional Property, Improvements or Appurtenances;

(d) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Additional Property, Improvements or Appurtenances (the "**Rents**"); it being intended that this Section 3.1(d) shall constitute an absolute and present assignment of the Rents, subject, however, to the license given to Mortgagee to collect and use the Rents as provided in the Mortgage;

(e) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Additional Property, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Mortgagee which contain evidence of payments made under the leases and all security given therefor (collectively, the "**Leases**"), subject, however, to the license given in the Mortgage to Mortgagee to collect the Rents arising under the Leases as provided in the Mortgage;

(f) All of Mortgagee's right, title and interest, if any, in all goods, materials, supplies, work in process, chattels, furniture, fixtures, equipment, appliances, machinery and other personal property of any kind, now or later to be attached to, incorporated into, placed in, on or about, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Additional Property and the Improvements, whether stored on the Additional Property or elsewhere, including all elevator or kitchen fixtures, cleaning apparatus, carpeting, telephones, computers, pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property, fixtures or personal

# UNOFFICIAL COPY

property (as defined and governed by the Code (as hereinafter defined)) for purposes of the Mortgage and this Agreement;

(g) Any rights of Mortgagor arising from or held in connection with the ownership or operation of residential condominiums located on the Additional Property, including, to the extent not prohibited or restricted under applicable law, any rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered;

(h) All of Mortgagor's interest in and to all operating accounts relating to the Additional Property, all funds on deposit in the Capital Replacement Reserve, the Cash Collateral Reserve, the Renovation Reserve, the Acquisition Reserve, the Interest Reserve and any other accounts held by Mortgagor or monies on deposit with or for the benefit of Agent or any Lender, including (i) deposits for the payment of real estate taxes and insurance relating to the Additional Property, (ii) tenant improvement and leasing commissions relating to the Additional Property and (iii) any cash collateral account or bank accounts of Mortgagor relating to the Additional Property;

(i) To the extent assignable and related to the Additional Property, all management contracts, permits, licenses (including business licenses, state health department licenses, food service licenses, certificates of need and all such other permits, licenses and rights, obtained from any governmental, quasi governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy of the Mortgaged Property), applications, approvals, plans, specifications and drawings, contracts, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Additional Property or the Improvements, development rights and authorizations, however characterized with respect to any of the foregoing, issued or in any way furnished for the acquisition, construction, development, operation and use of the Additional Property, Improvements and/or Leases, including building permits, environmental certificates, certificates of operation, warranties and guaranties;

(j) To the extent related to the Additional Property or Mortgagor's ownership and operation thereof, all of the following types of collateral arising from Mortgagor's ownership and operation of the Additional Property, as defined in the Uniform Commercial Code as in effect from time to time in the State of Illinois (the "Code"): accounts, but only in the manner permitted by applicable law as to any government accounts, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter(s) of credit and any rights associated therewith, commercial tort claims, health-care-insurance receivables and all books and records relating to the foregoing, provided that Mortgagor will cooperate with Agent and each Lender in obtaining "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper;

# UNOFFICIAL COPY

(k) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory;

(l) Any and all after-acquired right, title or interest of Mortgagor in and to any of the property described in the preceding subsections within this Section 3.1; and

(m) The proceeds from the sale, transfer, pledge or other disposition of any or all of the property described in the preceding Granting Clauses;

All of the mortgaged property described in this Section 3.1 is hereinafter included in the definition of Mortgaged Property.

TO HAVE AND TO HOLD the above-described and granted property, appurtenances and rights (referred to collectively in this Agreement as the “**Additional Mortgaged Property**”) unto Agent in fee simple forever;

PROVIDED, HOWEVER, that these presents are upon the condition that if Mortgagor (a) shall pay or cause to be paid to Agent the principal and all interest payable in respect of the Loan and any future advance made under the Mortgage as modified and spread hereby and any other sums secured by the Mortgage as modified and spread hereby, at the time and in the manner stipulated in the Note or the Credit Agreement, all without any deduction or credit for taxes or other similar charges paid by Mortgagor, and (b) shall punctually perform, keep and observe all and singular the covenants and promises in the Note and any future advance agreement(s), in any renewals, extensions or modifications thereof, and in the Mortgage as modified and spread hereby or any other Financing Documents (as defined in the Credit Agreement) expressed to be performed, kept and observed by and on the part of Mortgagor then the lien of the Mortgage as modified and spread hereby with respect to the Additional Mortgaged Property and all the interests and rights hereby granted, bargained, sold, conveyed, assigned, transferred, mortgaged, pledged, delivered, set over, warranted and confirmed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

3.2 The lien of the Mortgage is hereby spread and extended to cover, encompass, include and encumber the Additional Mortgaged Property with the same force and effect as if the Mortgage had for valuable consideration been made, executed, delivered and recorded including and encumbering the Additional Mortgaged Property.

3.3 This Agreement and the Mortgage as modified and spread hereby constitute a “security agreement” and create a “security interest” in favor of Agent and each Lender as a “secured party” with respect to all property included in the Additional Mortgaged Property which is covered by the Code. This Agreement also constitutes a Uniform Commercial Code “financing statement” made by Mortgagor as “debtor” in favor of Agent as “secured party” with respect to all such property included in the Additional Mortgaged Property which is or may become fixtures or any other type of collateral as to which a security interest can be perfected by the filing of a financing statement in the public records. This provision shall be self-operative, but Mortgagor will nevertheless execute and deliver to Agent on demand such additional

# UNOFFICIAL COPY

financing statements and other instruments as Agent may reasonably require to impose or perfect the lien and security of the Mortgage as modified and spread hereby upon the Additional Mortgaged Property. Mortgagor hereby authorizes Agent to file financing statements in support of the foregoing.

## 4. MODIFICATION

4.1 The Financing Documents (including the Mortgage) are hereby modified in the following general respects:

4.2 All references in the Mortgage to the "**Mortgaged Property**" shall mean the "Mortgaged Property" as already defined in the Mortgage together with the Additional Mortgaged Property as defined in this Agreement.

4.3 All references in the Mortgage to the "**Premises**" shall mean the "Premises" as already defined in the Mortgage together with the Additional Property as defined in this Agreement.

4.4 All references in any Financing Document to the Mortgage shall mean the Mortgage as modified and spread hereby.

4.5 To the extent that any term of any Financing Document is inconsistent with any provision of this Agreement, such inconsistent term is hereby modified to the extent necessary to make it consistent with the provisions of this Agreement.

## 5. RELEASE OF AGENT AND LENDERS

5.1 Mortgagor acknowledges and agrees that at all times prior to and during the course of the subject loan transactions, Agent and each Lender has acted in good faith and in a commercially reasonable manner, and Agent and each Lender has not acted unreasonably or made over-reaching, unreasonable or improper demands from Mortgagor. Mortgagor, on behalf of itself and its successors and assigns, and any and all other entities or persons claiming rights by or through Mortgagor, hereby acquits, releases, and forever discharges Agent and each Lender and each of their respective directors, officers, agents, employees, principals, servants, attorneys, shareholders, and their respective successors and assigns, from any and all manner of actions and causes of actions, suits, rights, damages, claims, pecuniary losses, debts, costs, expenses, and attorneys' and other fees whatsoever in law or in equity, which Mortgagor ever had, may now have, or may hereafter have, by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof, whether known or unknown, foreseen or unforeseen, relating to, or arising in any way out of, any event, activity, occurrence or transaction involving, relating to or affecting the transactions described herein or in the Financing Documents.

# UNOFFICIAL COPY

## 6. MISCELLANEOUS

6.1 Mortgagor hereby represents and warrants to Agent and each Lender:

(a) Mortgagor is a limited liability company, duly organized and validly existing and in good standing under the laws of the State of Delaware, qualified to do business in Illinois as a foreign limited liability company;

(b) Mortgagor has full power and authority to enter into the transactions contemplated hereby;

(c) The execution, delivery and performance of this Agreement by Mortgagor has been duly authorized by all necessary corporate and legal actions and shall not result in a breach of or default under any other agreement to which Mortgagor is a party or by which Mortgagor may be bound or affected.

6.2 All of the terms and provisions of this Agreement are and shall be binding on, and shall inure to the benefit of, Agent, each Lender and Mortgagor and their respective successors and assigns.

6.3 Wherever used in this Agreement and unless the context otherwise requires, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders. Captions and paragraph headings contained in this Agreement are for convenience only and shall not affect its interpretation. All references in this Agreement to Exhibits, sections, subsections, paragraphs and subparagraphs refer to the respective subdivisions of this Agreement, unless such reference expressly identifies another document.

6.4 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois.

6.5 WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.



# UNOFFICIAL COPY

[SIGNATURE PAGES FOLLOW]

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**


Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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

**MORTGAGOR:**

VPH OWNER WHEELING, LLC,  
a Delaware limited liability company

By: 

Name: Nicholas Marietti

Title: Authorized Representative

Property of Cook County Clerk's Office


[ACKNOWLEDGMENT PAGE FOLLOWS]

# UNOFFICIAL COPY

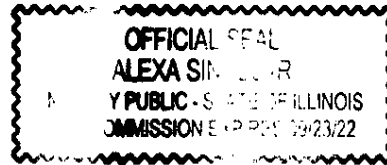
STATE OF IL )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Nicholas Marietti, personally known to me to be the Authorized Representative of VPH Owner Wheeling LLC, a Delaware limited liability company, 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 as such Authorized Representative, he signed and delivered said instrument on behalf of the Company, pursuant to the authority stated within the Operating Agreement of the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 9-23-22



# UNOFFICIAL COPY

AGENT:

MIDCAP FUNDING VII TRUST,  
as Agent

By: Apollo Capital Management, L.P., its  
investment manager

By: Apollo Capital Management, GP, LLC, its  
general partner

By: [Signature]  
Name: Maurice Amsellem  
Title: Authorized Signatory

STATE OF Maryland )  
                  Montgomery ) ss.  
COUNTY OF \_\_\_\_\_ )

I, Hannah O. Romero, a Notary Public in and for and residing in said County and State, do hereby certify that Maurice Amsellem, authorized signatory of Apollo Capital Management, GP, LLC, the general partner of Apollo Capital Management, L.P., the investment manager of MIDCAP FUNDING VII TRUST, 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 she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of October, 2019.

Hannah O. Romero  
Notary Public

My Commission Expires: 3/14/22

HANNAH O. ROMERO  
Notary Public-Maryland  
Montgomery County  
My Commission Expires  
March 14, 2022

# UNOFFICIAL COPY

## EXHIBIT A-1

### Additional Property

**NEW UNITS:**

400-201, 400-205, 400-316, 400-321, 500-106 AND 500-421 IN THE PINE HILL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN PINE HILLS RESUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 6, 2006 AS DOCUMENT NUMBER 0634015073; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

THE NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES ONLY OVER AND ACROSS EXISTING ROADWAYS OF THE PARCEL B EAST AND ADJOINING AD CREATED BY THE CROSS EASEMENT RECORDED NOVEMBER 16, 1994 AS DOCUMENT NUMBER 94973463.

For APN/Parcel ID(s):

**NEW UNITS:**

03-04-201-026-1017, 03-04-201-026-1021, 03-04-201-026-1056, 03-04-201-026-1061, 03-04-201-026-1139, 03-04-201-026-1213

# UNOFFICIAL COPY

## EXHIBIT A-2

### Mortgaged Property

#### PARCEL 1:

UNITS 400-101 TO 400-103 AND 400-112 TO 400-115, UNITS 400-117, 400-118, 400-120, 400-121, 400-124

UNITS 400-203, 400-206, 400-207, 400-208, 400-210, 400-211, 400-213, 400-220, 400-221, 400-223, 400-224

UNITS 400-302 TO 400-305, UNITS 400-309 TO 400-314, UNITS 400-318, 400-319, 400-320, 400-322, 400-324

UNITS 400-403, 400-404, 400-407, 400-409, 400-410, 400-412, 400-413, 400-417, 400-419, 400-420

UNITS 400-501 TO 400-506, 400-508 TO 400-513, UNITS, 400-517, 400-519, 400-520

UNITS 400-601 TO 400-609, UNITS 400-611, 400-612, 400-613, 400-614, 400-616, 400-617, 400-619, 400-620, 400-621, 400-622

UNITS 500-104, 500-105, 500-107, 500-108, 500-109, 500-111

UNITS 500-201, 500-203, 500-206, 500-212, 500-213, 500-216 TO 500-224

UNITS 500-302, 500-303, 500-305, 500-309, 500-311, 500-313, 500-314, 500-315, 500-316, 500-320, 500-321, 500-322, 500-323

UNITS 500-402, 500-403, 500-404, 500-406, 500-409, 500-413, 500-414, 500-416, 500-417, 500-420, 500-423, 500-424

UNITS 500-501, 500-509, 500-513, 500-514, 500-515, 500-516, 500-520, 500-523

UNITS 500-602, 500-603, 500-606, 500-609, 500-611, 500-612, 500-613, 500-614, 500-616, 500-617, 500-619, 500-623

UNITS 400-116, 500-318, 500-215, 500-319

UNITS 400-307, 400-308, 500-202, 500-214, 500-415

UNITS 400-301, 400-317, 400-418, 400-422, 400-516, 400-522, 400-523, 500-618

UNITS 400-202, 400-218, 400-421, 400-623, 500-211, 500-601 AND 500-604

UNITS 400-119, 400-123, 400-204, 400-209, 400-216, 400-222, 400-401, 400-405, 400-408, 400-423, 400-514, 400-518, 400-521, 400-624, 500-110, 500-207, 500-308, 500-310, 500-405, 500-407, 500-502, 500-506, 500-507, 500-511, 500-518, 500-522, 500-607, AND 500-610 400-215, 400-217, 400-406, 400-424, 400-524, 400-618, 500-408, 400-615, 500-205, 500-620, AND 500-624

UNITS 400-212, 400-214, 400-306, 400-315, 400-323, 400-402, 400-411, 400-414, 400-415, 400-416, 400-507, 400-610, 500-204, 500-208, 500-209, 500-301, 500-304, 500-312, 500-317, 500-324, 500-401, 500-

# UNOFFICIAL COPY

410, 500-412, 500-419, 500-422, 500-504, 500-505, 500-508, 500-510, 500-517, 500-519, 500-521, 500-524, 500-608, 500-615, 500-621, 500-622

UNITS 400-307, 400-308, 500-202, 500-214 AND 500-415

**NEW UNITS:**

400-201, 400-205, 400-316, 400-321, 500-106 AND 500-421 IN THE PINE HILL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN PINE HILLS RESUBDIVISION, A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 6, 2006 AS DOCUMENT NUMBER 0634015073; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**

THE NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSES OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES ONLY OVER AND ACROSS EXISTING ROADWAYS OF THE PARCEL B EAST AND ADJOINING AD CREATED BY THE CROSS EASEMENT RECORDED NOVEMBER 16, 1994 AS DOCUMENT NUMBER 94973463

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

For APN/Parcel ID(s):

03-04-201-026-1001,03-04-201-026-1002, 03-04-201-026-1004, 03-04-201-026-1005, 03-04-201-026-1006,  
03-04-201-026-1007, 03-04-210-026-1009, 03-04-201-026-1010, 03-04-201-026-1012, 03-04-201-026-1013,  
03-04-201-026-1016, 03-04-201-026-1019, 03-04-201-026-1022, 03-04-201-026-1023, 03-04-201-026-1024,  
03-04-201-026-1026, 03-04-201-026-1027, 03-04-201-026-1029, 03-04-201-026-1036, 03-04-201-026-1037,  
03-04-201-026-1039, 03-04-201-026-1040, 03-04-201-026-1042, 03-04-201-206-1043, 03-04-201-026-1044,  
03-04-201-026-1045, 03-04-201-026-1049, 03-04-201-026-1050, 03-04-201-026-1051,03-04-201-026-1052,  
03-04-201-026-1053, 03-04-201-026-1054, 03-04-201-026-1058, 03-04-201-026-1059, 03-04-201-026-1060,  
03-04-201-026-1062, 03-04-201-026-1064, 03-04-201-026-1067, 03-04-201-026-1068, 03-04-201-026-1071,  
03-04-201-026-1073, 03-04-201-026-1074, 03-04-201-026-1076, 03-04-201-026-1077, 03-04-201-026-  
1081,03-04-201-026-1083, 03-04-201-026-1084, 03-04-201-026-1089, 03-04-201-026-1090, 03-04-201-026-  
1091,03-04-201-026-1092, 03-04-201-026-1093, 03-04-201-026-1094, 03-04-201-026-1096, 03-04-201-026-  
1097, 03-04-201-026-1098, 03-04-201-026-1099, 03-04-201-026-1101,03-04-201-026-1105, 03-04-201-026-  
1107, 03-04-201-026-1108, 03-04-201-026-1113, 03-04-201-026-1114, 03-04-201-026-1115, 03-04-201-026-  
1116, 03-04-201-026-1117, 03-04-201-026-1118, 03-04-201-026-1119, 03-04-201-026-1120, 03-04-201-026-  
1121,03-04-201-026-1123, 03-04-201-026-1124, 03-04-201-026-1125, 03-04-201-026-1126, 03-04-201-026-  
1128, 03-04-201-026-1129, 03-04-201-026-1131,03-04-201-026-1132, 03-04-201-026-1133, 03-04-201-026-  
1134, 03-04-201-026-1137, 03-04-201-026-1138, 03-04-201-026-1140, 03-04-201-026-1141, 03-04-201-026-  
1142, 03-04-201-026-1144, 03-04-201-026-1145, 03-04-201-026-1147, 03-04-201-026-1150, 03-04-201-026-  
1156, 03-04-201-026-1157, 03-04-201-026-1160, 03-04-201-026-1161,03-04-201-026-1162, 03-04-201-026-  
1163, 03-04-201-026-1164, 03-04-201-026-1165, 03-04-201-026-1166, 03-04-201-026-1167, 03-04-201-026-  
1190, 03-04-201-026-1191,03-04-201-026-1194, 03-04-201-026-1195, 03-04-201-026-1196, 03-04-201-026-  
1198, 03-04-201-026-1201,03-04-201-026-1205, 03-04-201-026-1206, 03-04-201-026-1208, 03-04-201-026-  
1209, 03-04-201-026-1212, 03-04-201-026-1213, 03-04-201-026-1216, 03-04-201-026-1217, 03-04-201-026-  
1225, 03-04-201-026-1229, 03-04-201-026-1230, 03-04-201-026-1231,03-04-201-026-1232, 03-04-201-026-  
1236, 03-04-201-026-1239, 03-04-201-026-1242, 03-04-201-026-1243, 03-04-201-026-1246, 03-04-201-026-  
1249, 03-04-201-026-1251,03-04-201-026-1252, 03-04-201-026-1253, 03-04-201-026-1254, 03-04-201-026-  
1256, 03-04-201-026-1257, 03-04-201-026-1259, 03-04-201-026-1263, 03-04-201-026-1265, 03-04-201-026-  
1266, 03-04-201-026-1170, 03-04-201-026-1171,03-04-201-026-1173, 03-04-201-026-1177, 03-04-201-026-  
1179, 03-04-201-026-1181,03-04-201-026-1182, 03-04-201-026-1183, 03-04-201-026-1184, 06-04-201-026-  
1188, 03-04-201-026-1189, 03-04-201-026-1008, 03-04-201-026-1186, 03-04-201-026-1159, 03-04-201-026-  
1187, 03-04-201-026-1047, 03-04-201-026-1048, 03-04-201-026-1146, 03-04-201-026-1158, 03-04-201-026-  
1207, 03-04-201-026-1034, 03-04-201-026-1085, 03-04-201-026-1041,03-04-201-026-1057, 03-04-201-026-  
1082, 03-04-201-026-1086, 03-04-201-026-1104, 03-04-201-026-1110, 03-04-201-026-1111, 03-04-201-026-  
1258, 03-04-201-026-1018, 03-04-201-026-1034, 03-04-201-026-1085, 03-04-201-026-1135, 03-04-201-026-  
1155, 03-04-201-026-1241 AND 03-04-201-026-1244, 03-04-201-026-1011,03-04-201-026-1015, 03-04-201-  
026-1020, 03-04-201-026-1025, 03-04-201-026-1032, 03-04-201-026-1038, 03-04-201-026-1065, 03-04-201-  
026-1069, 03-04-201-026-1072, 03-04-201-026-1087, 03-04-201-026-1102, 03-04-201-026-1106, 03-04-201-  
026-1109, 03-04-201-026-1136, 03-04-201-026-1143, 03-04-201-026-1151, 03-04-201-026-1176, 03-04-201-  
026-1178, 03-04-201-026-1197, 03-04-201-026-1199,  
03-04-201-026-1218, 03-04-201-026-1222, 03-04-201-026-1223, 03-04-201-026-1227, 03-04-201-026-1234,  
03-04-201-026-1238, 03-04-201-026-1247, 03-04-201-026-1250, 03-04-201-026-1031,03-04-201-026-1033,  
03-04-201-026-1070, 03-04-201-026-1088, 03-04-201-026-1112, 03-04-201-026-1127, 03-04-201-026-1130,  
03-04-201-026-1200, 03-04-201-026-1149, 03-04-201-026-1260, 03-04-201-026-1284, 03-04-201-026-1028,  
03-04-201-026-1030, 03-04-201-026-1046, 03-04-201-026-1055, 03-04-201-026-1063, 03-04-201-026-1066,  
03-04-201-026-1075, 03-04-201-026-1078, 03-04-201-026-1079, 03-04-201-026-1080, 03-04-201-026-1095,  
03-04-201-026-1122, 03-04-201-026-1267, 03-04-201-026-1152, 03-04-201-026-1153, 03-04-201-026-1169,  
03-04-201-026-1172, 03-04-201-026-1180, 03-04-201-026-1185, 03-04-201-026-1192, 03-04-201-026-1193,  
03-04-201-026-1202, 03-04-201-026-1204, 03-04-201-026-1211,03-04-201-026-1214, 03-04-201-026-1220,  
03-04-201-026-1221, 03-04-201-026-1224, 03-04-201-026-1226, 03-04-201-026-1233, 03-04-201-026-1235,  
03-04-201-026-1237, 03-04-201-026-1240, 03-04-201-026-1248, 03-04-201-026-1255, 03-04-201-026-  
1261,03-04-201-026-1262, 03-04-201-026-1047, 03-04-201-026-1048, 03-04-201-026-1146, 03-04-201-026-  
1158, 03-04-201-026-1207



# UNOFFICIAL COPY

**NEW UNITS:**

03-04-201-026-1017, 03-04-201-026-1021, 03-04-201-026-1056, 03-04-201-026-1061, 03-04-201-026-1139, 03-04-201-026-1213

property address: 400-500 Manda Lane, Wheeling, IL 60090

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

# UNOFFICIAL COPY

## EXHIBIT B

### Condominium Documents

1. Declaration of Condominium Ownership for Pine Hill Condominiums, dated as of November 21, 2006, recorded with the Office of the Recorder of Deeds of Cook County, Illinois (the "Official Records") on December 6, 2006 as Document 0634015073, as amended by that certain First Amendment to Declaration of Condominium Ownership for Pine Hill Condominiums, dated as of December 14, 2006, recorded with the Official Records on November 9, 2007 as Document 0731315016, as the same may be further amended, supplemented, restated or modified from time to time
2. By-laws of Pine Hill Condominium Association

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS