

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS



0020152103

KNOW ALL MEN BY THESE PRESENTS, that whereas, Robert M. Morreale, James V. Morreale, Jr., Eugene L. Pagliai and Frank Trankina  
of the City of Chicago, County of Cook, and  
State of Illinois in order to secure an indebtedness of  
Ninety-three-thousand and no cents Dollars (\$ 93,000.00),  
executed a mortgage of even date herewith, mortgaging to Terrence Burk and Marie Downs

the following described real estate:  
see attached legal description

**0020152103**  
1735/0141 45 001 Page 1 of 2  
**2002-02-06 11:12:29**  
Cook County Recorder 43.00

and, whereas, Terrence Burk and Marie Downs is the holder of  
said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said  
transaction, the undersigned, Robert M. Morreale, James V. Morreale, Jr., Eugene L. Pagliai  
and Frank A. Trankina

hereby assign, transfer and set over unto Terrence Burk and Marie Downs

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or which may here-  
after become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the  
use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter  
made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being  
the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the  
avails hereunder unto the Association and especially those certain leases and agreements now existing upon the prop-  
erty hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the man-  
agement of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof,  
according to its own discretion, and to bring or defend any suits in connection with said premises in its own name  
or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may  
deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratify-  
ing and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply said avails, issues  
and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Associ-  
ation, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the  
care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a  
real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants  
as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after de-  
fault in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will  
pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure  
on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of  
itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or de-  
mand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and  
power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and  
assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full  
force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been  
fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a  
waiver by the Association of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 6th

day of January, A. D., 2002.

1. Robert M. Morreale (SEAL)  
2. James V. Morreale, Jr. (SEAL)  
3. Eugene L. Pagliai (SEAL)  
4. Frank A. Trankina (SEAL)

STATE OF ILLINOIS  
COUNTY OF Cook } SS.

I, Debra A. Jung, a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person, whose name subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that signed, sealed and de-  
livered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official Seal, this 7th day of Jan, 2002, A. D.,

OFFICIAL SEAL  
DEBRA A. JUNG  
Notary Public, State of Illinois  
My Commission Expires 09/26/2005

Debra A. Jung  
Notary Public.

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

12 11- 122-059 - 0000

### Parcel 1:

Unit 29 in the Parkside Square condominium, as delineated on a survey of the following described Tract of Land:

Certain parts of the West 208.50 feet (as measured on the North and South Lines thereof) of Lot 2 in Second Addition to Szczesny's Cumberland Subdivision of the East 1/2 of the south 1/2 of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of section 11, Township 40 North, Range 12, East of the Third Principal Meridian (except the West 33.0 feet thereof, also except the North 33.0 feet thereof, also except the East 185.0 feet thereof, also except the South 33.0 feet thereof) in Cook County, Illinois.

Which survey is attached as exhibit "B" to the declaration of Condominium recorded as Document Number 0010780629, as amended from time to time, together with its undivided percentage interest in the common elements in Cook County, Illinois.

### Parcel 2:

The exclusive right to the use of parking space 29 as a limited common element as delineated on that survey recorded as Document 0010780629

Property of Cook County Clerk's Office  
20152103