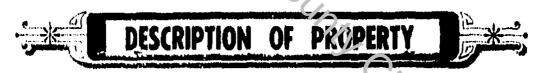
#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made on June 5, 1981, by Vito Brunetti and Debra L. Brunetti, husband and wife and Joanna Brunetti, a spinster ("Borrower") to Joseph Marino ("Lender").

FOR VALUE RECEIVED, Borrower assigns to Lender, its succossor and assigns, as additional security for Borrower's obligations to Lender, all rents, revenues, income, and profits, including, if permitted by law, all rents ring during any redemption period, and Borrower's interest all lease(s) now or hereafter existing with respect to all any part of the mortgage property or any structure or improvement of any kind on that property. To the extend permitted by law, subleases are included in this assignment of leases, are all guarantees of leases, attornment agreements, turbance agreements, contracts to lease, and all other ative documents necessary or convenient to implement without limitation, assigement includes, assignment. This pledges guarantees of all security deposits, purchase contained extend, or options to renew. leases.



#### ITEM I.

#### ITEM 2.

An Undivided ........1.249\_%...... interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being \$91.61 feet South of (as measured along said West line), the Northwest corner thereof; thence North \$902\*10" East, 763.04 feet to a point in the North line of said tract which is 576.26 feet East of (as measured along said North line), said Northwest corner; thence North \$903\*30" East, along said North line, 28.44 feet; thence South 00004\*00" East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 113.90 feet, an arc distance of 91.81 feet; thence South \$50\*40\*90" West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 300.00 feet, an arc distance of 140.62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described convex Northwesterly, tangent to the last described convex Northwesterly, tangent to the last de

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t, To chaerve and perform all of the obligations imposed upon Leasor in the Loase(s) and not to do or permit to be done anything to impair its security; that the Lease(s) are valid anything to impair its security; that the Lease(s) are valid any enforceable and that the Leasees are not in default under

**ENVALS**:

Y' TO PROTECT THE SECURITY OF THIS ASSIGNMENT BORROWER COV-

THREE: The performance and discharge of each and cvery obligation, covenant and agreement of Borrower in this assignment and in the work and Mortgage contained.

TWO: Paymont of all other sums with interest becoming due and payable to Londer under thoses provisions or order the provisions to the Motegase.

(including any extensions or the indebted oses evidenced by that hole (including any extensions or renewals) in the principal sum of (including any extensions or renewals) in the principal sum of solo,000,000 made by Vito Brunetti, a spinste), on June 5, 1881, and wife and Joanna Brunetti, a spinste), on June 5, 1881, payable to the order of Lender secured by a First Mortgage on real property located at 458 Perrie Drive, Units 101, 102, 201, 202, 301 and 302, Elk Grove Village, Illineis and legally described in attached Exhibit "A".

FOR THE PURPOSE OF SECURING.

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# DESCRIPTION OF PROPERTY

### ITEM 1.

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> That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 12, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereoff thence North 49002'10" Bast, 763.04 feet to a point in the North line of spid tract which is 576.76 feet Bast of (as measured along said North line), said Northwest corner; thence North \$900\$130" East, along said florth line, 28.44 leets thence South 00004100" East, 138.93 feet to a point of copyature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent featie last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South 45040'40" West, tangent to the last described curved line, 269.63 feet to a point of curvatures thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, langent to the last described course and having a radius of 630,00 feet, an arc distance of 140.62 feet to a point of compound curvatures thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634,00 lest, an arc distance of 65.40 feet; thence South 3004543" West, tangent to the last described curved line, 120,00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380.00 feet, an arc distance of 32.00 feet (the chord of which are bears South 28010158" West and measures 31,99 feet); thence North 40057150" West, 271,20 feet, to the point of beginning in Cook County, Illinois.

# DESCRIPTION OF PROPERTY



### ITEM 1.

# ITEM 2.

> That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range Malast of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the Northwest corner thereoff thence North 4900210" East, 763.04 feet to a point in the North line of said tract which is 376.26 feet East of (a) measured along said North line), said Northwest corner; thence North 39008'30" East, along said North line, 25.44 (set) thence South 00004100" East, 138.93 feet to a point of derysture; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent too hig last described course and having a radius of 113,00 feet, an arc distance of 91.81 feets thence South 45040404 West, tangent to the last described curved line, 269.63 feet to a point of curvatures thence Southwesterly, along a curved line, being the arc of a circle convex fibrihwesterly, tangent to the last described course and having a radius of 630.00 lest, an arc distance of 140,62 lest to a point of compound curvatures thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a findius of 1634.00 luct, an arc distance of 63.40 feets thence South 30045'43" West, tangent to the last described curved line, 120,00 feet to a point of curvatures thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380,00 feet, an arc distance of \$2,00 feet (the chord of which are bears South 28010'38" West and measures 31.99 lenth thence North 40037'30" West, 271,20 (eet, to the point of beginning in Cook County, Illinois.

# DESCRIPTION OF PROPERTY



### ITEM 1.

## ITEM 2.

An Undivided \_\_\_\_\_\_interest (except the Units delinested and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Half (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 teet South of (as measured along said West line), the Northwest corner thereof; thence North 4900210" Bast, 763.04 feet to a point in the North line of said tract which is 576.26 feet East of (as measured along said North line), said Northwest corner; thence Worth 89008130" East, along said North line, 28.44 lest; thence South 00004000 Bast, 138.93 feet to a point of Coryature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent forthe last described course and having a radius of 115.00 feet, an arc distance of 91.81 feet; thence South 4504040" West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630,00 feet, an arc distance of 140.62 feet to a point of compound curvatures thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 lest, an arc distance of 63.40 lest; thence South 30043'43" West, tangent to the last described curved line, 120,00 feet to a point of curvature; thence Southwesterly, along the acc of a circle convex Northwesterly, tangent to the last described course and having a radius of 380,00 feet, an arc distance of 32,00 feet (the chord of which are bears South 28° 10'58" West and insusures 31.99 feet); thence North 40° 57'50" West, 271,20 feet, to the point of beginning in Cook County, Illinois.



### ITEM I.

UNIT.	438x301	an described	in survey	dolinome i on	and attach	ed to and t	a part of a Dec	laration of C	ondominium
Owne	rship registered o	n tho	4th do	ry ofsept	enbar, 19	& ] cr# Doc	cument Number		L&O.

## ITEI (?

An Undivided \_\_\_\_\_\_interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of the South Three Quarters (3/4) of the West Holl (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by it line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491,61 tees South of (as measured along said West line), the Northwest corner thereoff thence North 4900210" Casi, 763.04 lest to a point in the North line of still tract which is 376.26 feet Last of (as measured along said North line), said Northwest corner; thence North \$9008'30" Rast, sions said North line, 28.44 lest; thence South 00004'00" East, 138.93 feet to a point of curraturat thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 115,00 feet, an arc distance of 91.81 feet) thence South 45 1000 West, tangent to the last described curved line, 269,63 feet to a point of curvature; thence Southwester of curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630,00 iset, an arc distance of 140,62 feet to a point of compound curvature; thence Scuthwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 feet, an arc distance of 63,40 feet) thence South 3004343" West, tangent to the last described curved line, 120.00 test to a point of curvatures thence Southwesterly, along the arc of a circle colvex Morthwesterly, tangent to the last described course and having a radius of 350,00 feet, an arc distance of 32 00 feet (the chord of which are bears South 28" (0'58" West and measures 31,99 feet); thence North 17" 7"30" West, 271,20 feet, to the point of beginning in Cook County, Illinois.



### ITEM 1.

UNIT \_\_\_\_\_\_\_ as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the \_\_\_\_\_\_\_ th\_\_\_\_\_\_ day of \_\_\_\_\_September\_\_\_\_\_\_ 19 81... as Document Number \_\_\_\_\_\_ 3231033\_\_\_\_\_\_

### ITEM ?

An Undivided 1,459 % interest (except the Units delineated and described in said survey) in and to the following

That part of the South Three Quarters (3/4) of the West Hall (1/2) of the East Half (1/2) of the Northwest Quarter (1/4) of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point in the West line of the above mentioned tract, said point being 491.61 feet South of (as measured along said West line), the North west corner thereoff thence North 49002"10" Base, 763.04 feet to a point in the North line of said track which is 574.26 feet Bast of las measured along said North limb, said Northwest corner; thence North 89008'50' East, along said North line, 28.44 lest; thence South 00°04'00" East, 138.93 feet to a point of curvature; thence Southwesterly, along a curved line, being the arc of a circle convex Southeasterly, tangent to the last described course and having a radius of 113.00 feet, an arc distance of 91.81 feet; thence South 45040'40' West, tangent to the last described curved line, 269.63 feet to a point of curvature; thence Southwesterly, stong a curved line, being the arc of a circle convex Northwesterly, tangent to the last described course and having a radius of 630,00 feet, an arc distance of 140,62 feet to a point of compound curvature; thence Southwesterly, along the arc of a circle convex Northwesterly, tangent to the last described curved line and having a radius of 1634.00 teet, an are distance of 65.40 feets thence South 3004343" West, tangent to the last described of eved line, 120.00 feet to a point of curvature; thence Southwesterly, along the arc of a circle convex Not intesterly, tangent to the last described course and having a radius of 350,00 feet, an are distance of 32,00 feet (the chord of which are bears South 28010'58" West and measures 31.99 (set); thence North 40037'30" #151, 271.20 lest, to the point of beginning in Cook County, Illinois,

any of the terms thereof; that no rent reserved in the Lease(s) has been anticipated or assigned; not to collect any of the rent, income, and profits arising or accruing from the premises described in this agreement in advance of the time when they become due under the terms of the Lease(s); not to discount any future accruing rents; not to execute any other Assignment of Lease(s) or Assignment of Rents of the premises unless it recites that it is subject to the terms of this Assignment; and not to alter, modify, or change the terms of these Lease(s) or surrender, cancel, or terminate them without the proof written consent of Lender.

- 2. To Essign and transfer to Lender any and all further Lease(s) upon all or any part of the mortgaged premises and to execute and deliver, at the request of Lender all further assurances and resignments in the premises as Lender shall from time to time require.
- B. IT IS MUTUALLY AGREED THAT:
- 1. So long as Borrower does not default in the payment of any indobtedness secured nors or in the performance of any obligation, covenant or agreement contained here or in the Mortgage or Leaso(s). Borrower has the right to collect, on but not prior to accrual, all repts, issues, and profits from the mortgaged premises and to retain, use and enjoy them.
- default in the payment of any On or at any time after indebtedness secured here or in the performance of any oblicontained herein or gation, covenant, or agreement Mortgage or Lease(s), without in any way walving default, Lender may at its option take possession of the mortgaged promises, and have, hold, manage, lease, and operate the on terms and for any period of time as the Hender may proper; and collect and receive all rents, issues, and profits of the mortgaged premises, with full power to make from time to time all alterations, renovations, repairs or replacements as may seem proper to Lender, and to apply such rents, Assues, and profits to the payment of (a) the cost of all such wherations, renovations, repairs, and replacements and incident to taking and retaining possessions of the property and the management and operation of it, and the same properly insured and (b) all taxes, charges, assessments, water rents, and any other liens which may be prior in lion or payment to the mortgage debt and premiums for insurance, with interest on all such items, and (c) the indebtedness secured here together with all costs and attorney fees, in order of priority as to these items, as Lander in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

By accepting this Assignment, Lender agrees that if it on any default or breach exercises this option and if the default or breach is remedied and all necessary charges and expenses paid, Borrower and Lender shall each by restored to and reinstated in their respective rights and estates as if a default or breach had not occurred. Borrower shall then hold the mortgaged premises subject to the Mortgage and this Assignment as if Lender had not exercised its option under this Agreement; but this shall not impair any right of Lender following any subsequent breach.

- 3. Lerder is not obligated by this Agreement to perform or dischargs any obligation, duty, or liability under the Lease(s). Forrower agrees to indemnify Lender for and to hold Lender harmless from liability, loss, or damage which it might incur under the Lease(s), this Assignment, claims which may be asserted against it by reason of the Lease(s), this Assignment, claims which may be asserted against it by reason of the Lease(s), and in defense against such claims. This Agreement secures the amount of any such liability, loss, or damage, including cost, expenses and reasonable attorney's fees. Borrower shall reimburse Lender for them immediately upon demand. If Borrower fails to do so, Lender may declare all sums secured by this Agreement immediately due and payable.
- 4. On payment in full of all indebtedness secured by this Agreement, this Assignment shall become void and of no effect. The affidavit, certificate, letter, or statement of any officer, supervisor, or attorney of Lender showing that any part of the indebtedness remains unpaid constitutes conclusive evidence of the validity, effectiveness, and continuing force of this Assignment; any person is hereby authorized to rely on it. A demand on the Lessee by Lender for the payment of the rent on any default claimed by Lender is sufficient warrant to the Lessee to make future payments of rent to Lander without the necessity for further consent by the Borrower.
- 5. Lender may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured by this Agreement, any grant extensions, renewals, or indulgences with respect to this indebtedness, and may apply any other security held by it to the satisfaction of this indebtedness without prejudice to any of its rights under this Agreement.
- 8. The term "Lonse(s)" means the leases here assigned or any extension or renewal of the, and any leases subsequently executed by Borrower covering the demised premises, in whole or part. In this Assignment, whonever the context so requires, the neutral pronoun includes the feminine or masculine, and the singular number includes the plural, and con-

versely. All obligations of each Borrower are joint and several.

7. Nothing in this Agreement, and no act done or omitted by Lender under it, may be deemed a waiver by Lender of its rights and remedies under the Note and Mortgage. This Assignment is made and accepted without projudice to any of the rights and remedies possessed by Lender under the terms of the Note and Mortgage. The right of Lender to collect the indebtedness and to enforce any other security owned by it may be exercised by Lender at any time.

This Assignment is binding upon and inures to the benefit of Lenger and any holder of the Note and Mortgage, and is binding upon and inures to the benefit of Borrower and any owner of the mortgaged premises.

Dated: 6-5-9/0x

Lebra & Drunel 3970838

STATE OF ILLINOIS )

COUNTY OF COOK )

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT VITO BRUNETTI, DEBRA BRUNETTI'S JOANNA BRUNETTI, 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 THEY SIGNED, SEALED AND DLIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 5TH DAY OF JUNE,

"OFFICIAL SEAL"
PATRICE MARCELL ANDERSON
HOTARY PURILY STATE OF ILLINOIS
NY COMMISSION EXPIRES 5/29/84

Tatace M. Moskison
NOTARY PUBLIC

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REMARKEE