

Return to:  
SAVINGS INSTITUTE BANK & TRUST COMPANY  
803 Main Street  
Willimantic, CT 06226

**ASSIGNMENT OF COMMON CHARGES AND ASSESSMENTS**

**THIS ASSIGNMENT** (hereinafter referred to as the "Assignment"), entered into this 25<sup>th</sup> day of June, 2015, between **3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.**, a corporation formed and existing under the laws of the State of Connecticut with a principal place of business in the Town of Bridgeport, State of Connecticut (hereinafter referred to as the "Borrower") and **SAVINGS INSTITUTE BANK & TRUST COMPANY**, a Connecticut Chartered Savings Bank organized and existing under the laws of the State of Connecticut, with its principal office at 803 Main Street in the City of Willimantic and State of Connecticut (hereinafter referred to as the "Lender").

**WITNESSETH:**

**WHEREAS**, the Lender has agreed to make a loan to Borrower as evidenced by Permanent Note (hereinafter called the "Note"), dated June 25, 2015, a copy of which is attached hereto and labeled Schedule A, of the Borrower payable to the order of the Lender, in the principal amount of TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00), and various other documents related thereto (all of said documents including the Note shall be herein after be referred to as the "Loan Documents"); and

**WHEREAS**, the Borrower is an association of a common interest community organized and existing under the laws of Connecticut with its location in Bridgeport, Connecticut; and

**WHEREAS**, the Borrower is authorized pursuant to its declaration and Conn. Gen. Stat. Sec. 47-244(2) to provide for the assessment of common expenses against units in the

condominium in accordance with their interest; and

WHEREAS, said declaration and Conn. Gen. Stat. Sec. 47-257, establish the rules for assessments and whether the will be charged against all units owners or only certain specific unit owners in the condominium.

WHEREAS, said declaration and Conn. Gen. Stat. Sec. 47-258 provide for a lien in favor of Borrower for all assessments levied or fines imposed against any unit owner from the time of the assessment or delinquency; and

WHEREAS, said declaration and the Common Interest Ownership Act (Connecticut General Statute 47-200 et seq) provide that fees, charges, late charges, fines and interest charged pursuant to the Declaration are enforceable as assessments; and

WHEREAS, the Lender, as a condition to granting the aforesaid loan, has required the execution of this Conditional Assignment of Common Charges and Assessments; and

WHEREAS, said Note and various other documents related hereto, shall hereinafter be referred to as the "Loan Documents";

NOW, THEREFORE, in order to further secure the payment of the indebtedness of the Borrower to the Lender, and in consideration of the making of the loan, and in further consideration of the sum of One (\$1.00) Dollar paid by the Lender to the Borrower, the receipt of which is hereby acknowledged, the said Borrower does hereby absolutely sell, assign, transfer and set over unto the Lender all of its right, title and interest in and to the proceeds of any common charges and assessments, including without limitation, the special assessments made by Borrower against unit owners in the condominium of which Borrower is the association for unit owners, whether now

held or hereafter received by Borrower and the right to receive payment of such common charges and assessments directly from unit owners, together with any instruments evidencing the same and all products and proceeds thereof including all of Borrower's right to liens *in favor of Borrower for all common charges and assessments levied or fines imposed against any unit owner* from the time of the assessment or delinquency. This Assignment becomes operative immediately upon execution, but Lender shall only exercise its rights of collection hereunder upon a default being made by the Borrower under the terms of the aforesaid Loan Documents and said Assignment is to remain in full force and effect until all the obligations under the Loan Documents have been paid in full.

1. In furtherance of the Assignment, the Borrower hereby authorizes the Lender, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to collect, in the name of the Borrower or in its own name as assignee, the common charges, assessments, including, without limitation, the special assessments due or accrued from unit owners; and to this end, the Borrower further agrees that in the event of such default it will facilitate in all reasonable ways the Lender's collection of said charges and assessments, and will, upon request by the Lender, execute a written notice to each unit owner to pay any such charge or assessment to the Lender, in the event that Borrower shall fail to send such written notice, Lender may do so, and each unit owner receiving written notice from Lender shall follow Lender's written instructions, without a necessity of any of further investigation.

The Lender shall not be accountable for more monies than it actually receives; nor shall it be liable for failure to collect any charge or assessment. The Lender shall

make reasonable effort to collect any charge or assessment, reserving, however, *within its own* discretion, the right to the method of collection (provided said method complies with all applicable law) and the extent to which enforcement of collection of delinquent charges or assessments shall be prosecuted.

2. *The Borrower* represents and warrants that:

(a) The Borrower has not executed any prior assignment or pledge of any of its right, nor are its rights encumbered with respect to any charge or assessment.

(b) The Borrower has good right to assign all rights to charges and assessments.

(c) The Borrower has not done anything, which might prevent Lender from or limit Lender in acting under the provisions hereof.

3. Lender may assign its rights hereunder to any subsequent holder of the Note.

4. This Assignment shall remain in full force and effect as long as the debt to the Lender remains unpaid in whole or in part.

5. The provisions of this instrument shall be binding upon the Borrower and its successors and assigns and upon the Lender and its successors and assigns.

IN WITNESS WHEREOF, Borrower has hereto set its hand and seals this 25<sup>th</sup>  
day of June, 2015.

Signed, sealed and delivered  
in the presence of:

3300 PARK AVENUE CONDOMINIUM  
ASSOCIATION, INC.

Adam J. Cohen  
Toni Valentin

By: [Signature]  
Carmen Rosa  
Its President

STATE OF CONNECTICUT )  
COUNTY OF Fairfield ) ss. Bridgeport

June 25, 2015

Personally appeared Carmen Rosa, as aforesaid, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, and the free act and deed of said corporation, before me.

Toni Valentin  
Notary Public  
Commissioner of the Superior Court

**TONI VALENTIN**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2020**

BK: 9252 PG: 51  
INST: 00013600

SCHEDULE A

PROMISSORY NOTE

\$225,000.00

Bridgeport, Connecticut

June 25, 2015

FOR VALUE RECEIVED, the undersigned **3300 PARK AVENUE CONDOMINIUM ASSOCIATION, INC.**, (hereinafter referred to as Maker or Borrower), promises to pay to the order of **SAVINGS INSTITUTE BANK AND TRUST COMPANY** (hereinafter referred to as holder or bank or Lender), its successors and/or assigns, at its office at 803 Main Street, Willimantic, Connecticut 06226 or at such other place as the holder hereof may designate in writing, the principal sum of **TWO HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00)** together with interest on all unpaid balances hereof at an Annual Percentage Rate of four and sixty-two one-hundredths (**4.62%**) percent. Said sums shall be paid together with all taxes assessed on said sum against the holder hereof and together with all reasonable costs, expenses and attorney's fees incurred in any proceeding to collect this note or to foreclose or otherwise enforce its rights under the Agreement And Absolute Assignment Of Income or the Pledge And Assignment Of Bank Account As Security (hereinafter collectively referred to as "Assignment") securing the same, or incurred in protecting or sustaining the lien of said Assignment, or in any litigation or controversy arising from this note or the Assignment securing the same or any other security for this note, and further the undersigned agree to pay said principal sum and interest as follows:

Principal and interest due hereunder shall be paid by the payment of successive monthly payments of principal and interest in the amount of **THREE THOUSAND ONE HUNDRED FORTY-SEVEN AND 62/100 DOLLARS (\$3,147.62)** on the 12th day of each calendar month commencing with the first payment on August 12, 2015 and continuing monthly thereafter until the whole of said principal sum and interest shall have been fully paid, it being agreed that each monthly installment shall be applied first to the payment of interest then due on the unpaid principal of this note, then principal and then to the payment of charges and expenses, if any, provided however, if not sooner paid, the entire remaining unpaid principal balance, together with accrued and unpaid interest thereon, shall be due and payable on **July 12, 2022**. Interest shall be payable monthly in arrears and calculated on the basis of a three hundred sixty (360) day year, but interest shall be due for the actual number of days elapsed during the period for which interest is being paid.

At holder's option, the Maker will pay a "late charge" equal to five (5%) percent of any installment payment of principal and/or interest or \$25.00, whichever is greater, in the event such installment is not paid within fifteen (15) days of the due date thereof to cover the extra expenses involved in handling such delinquent payment.

The Maker agrees that in the event that (i) any installment of principal and/or interest is not paid within 30 days of the due date thereof, or (ii) the Maker hereof shall suffer or permit the filing by or against it of any petition for adjudication, arrangement, reorganization or the like under any bankruptcy or insolvency law, make an assignment for the benefit of creditors or suffer or permit the appointment

of a receiver for any part of its property, and if, in the case of an involuntary petition, such petition is not dismissed within 60 days of the filing thereof, or (iii) failure to keep or perform any of the agreements or provisions contained in any Assignment or any other instrument or document given to secure this note, or (iv) in the event of the termination of existence of the Maker hereof, or (v) in the event of default for a period of thirty (30) days in the payment or performance of any of the Maker's liabilities, agreements or obligations to the Lender (whether under this Note or any other instrument evidencing an indebtedness of any kind to the Lender or any other document given to secure any indebtedness to the Lender), then upon the happening of any such event, and after five (5) days written notice from the holder to the Maker, at the Holder's option, it shall be considered an event of default hereunder and the entire indebtedness hereunder with accrued interest thereon due under this note and all other expenses, including but not limited to reasonable attorney fees and collection costs, shall accelerate and become immediately due and payable at the option of the Holder without further notice and without regard to the scheduled maturity date set forth herein. Failure to exercise such option on one occasion shall not constitute a waiver of the right to the same in the event of any subsequent default.

In addition, at the time of loan approval, Borrower represented that it had a reserve account at JPMorgan Chase known as a JPMorgan Prime Money Market Account (#\*\*\*\*\*5200119531), having a principal balance of \$26,000. During the term of this loan the Association will not be permitted to withdraw any funds from the JPMorgan Prime Money Market Account (#\*\*\*\*\*5200119531), and any such action by Borrower to withdraw will constitute a default under the loan documents and the Bank reserves the right to accelerate the debt and or set off any accounts to repay the loan.

During a period of default under this note or the Assignment given to secure this note or any other instrument given to secure this note, interest shall accrue at a rate which is four (4.00%) percent above the rate of interest which would otherwise be in effect hereunder, hereinafter referred to as the "penalty rate", provided however, in no event will the interest rate exceed the maximum interest rate limitations under applicable law. After the maturity of this note or in the event a judgment is entered hereon, interest on the unpaid principal due hereunder shall accrue at said penalty rate from and after said maturity or from and after the date of said judgment, whether that be before or after maturity, until payment in full of all amounts due hereunder is received by the holder hereof.

The entire unpaid principal balance hereof or any unpaid portion thereof may be prepaid at any time without penalty. Any such prepayment shall be credited to the unpaid principal balance, but shall not affect the obligation to pay the regular installments required hereunder until the entire indebtedness has been paid.

Any check, draft or money order remitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the holder hereof.

Maker will provide all financial information, proof of insurance and satisfy all obligations as set forth in the Commitment Letter dated February 23, 2015 and any

subsequent Amendment(s) to the Commitment Letter thereof are included herein as if fully set forth at length in the documents.

The Maker gives the holder a lien and right to setoff for all of Maker's liabilities hereunder upon and against all deposits, credits and property of Maker now or hereafter in the possession or control of the holder or in transit to it.

The Maker agrees that the holder hereof shall have the right to apply, realize upon or foreclose any collateral securing this note and that such rights shall be cumulative and exercised at the sole discretion of the holder hereof with respect to priority, order and type of collateral realized upon or applied toward this indebtedness until such note, interest, fees and costs shall have been paid in full.

The Maker hereby represents, covenants and agrees that the proceeds of the loan evidenced by this note shall be used for working capital and general commercial purposes and specifically for making capital improvements to the Borrower's condominium community and that such loan is a "commercial transaction" as defined by the statutes of the State of Connecticut and not for personal, family or household purposes.

THE MAKER OF THIS NOTE ACKNOWLEDGES THAT THE LOAN EVIDENCED BY THIS NOTE IS A COMMERCIAL TRANSACTION AND WAIVE ITS RIGHTS TO NOTICE AND HEARING PRIOR TO ISSUANCE OF PREJUDGMENT REMEDY UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH BANK MAY DESIRE TO USE, and further waive diligence, demand, presentment for payment, protest and notice of protest and notice of any renewals or extensions of this note, and all rights under any statute of limitations, and agree that the time for payment of this note may be changed and extended at the holder's sole discretion, without impairing their liability thereon, and further consent to the release of all or any part of the security for the payment hereof at the discretion of the holder, or the release of any party liable for this obligation without affecting the liability of the other parties hereto. Any delay on the part of the holder in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted for one occasion shall not operate as a waiver in the event of any subsequent default.

This note shall bind the successors and assigns of the Maker and shall inure to the benefit of the holder, its successors and assigns. Any reference herein to the singular shall include the plural and pronouns of any gender are to be construed as masculine, feminine or neuter as the context requires.

This note shall be governed by and construed in accordance with the laws of the State of Connecticut. Maker hereby submits to personal jurisdiction in Connecticut for the enforcement of Maker's obligations hereunder, and waives any and all personal rights under the law of any other state to object to jurisdiction within such state for the purpose of litigation to enforce such obligations of Maker.

THE MAKER HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS



AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF HOLDER'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. MAKER ACKNOWLEDGES THAT THE MAKER MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THE MAKER'S ATTORNEYS.

If the right of the holder hereof to enforce any material provision hereof shall be impaired by law, the holder hereof shall have the option to deem this note modified to conform therewith or to declare this note immediately due and payable. In case any one or more of the provisions contained in this Note or in the Assignments securing this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

This Note is secured by the Assignments hereinabove described to which Assignments reference is hereby made for a statement of the terms and conditions upon which the entire unpaid principal amount of this note and all accrued interest thereon may be declared due and payable prior to the expressed maturity date hereof and generally as to the rights and duties of the Maker with respect thereto.

Notices required under the terms of this Note or the Assignments securing this Note shall be mailed postage prepaid by certified mail as follows:

To the Maker at: 3300 Park Avenue Condominium Association, Inc.  
c/o Consolidated Management Group  
263 Boston Post Road  
Orange, CT 06477

To the Lender at: 803 Main Street  
Willimantic, CT 06226

3300 PARK AVENUE  
CONDOMINIUM ASSOCIATION,  
INC.

BY: \_\_\_\_\_ /s/  
Carmen Rosa  
Its President

RECEIVED FOR RECORD  
Jun 29 2015 10:42:55A  
ALMA L. MAYA  
TOWN CLERK  
BRIDGEPORT, CT

PULLMAN & COMLEY LLC  
 PAYEE: Bridgeport City Clerk  
 DATE: 06-28-15

AMOUNT: 93.00

VENDOR # 18036

CHECK #: 180153

REF. #	INVOICE #	DATE	DESCRIPTION	MATTER #	RESP. JK	AMOUNT
190274	74210.1	6/24/15	Filing Fees	074210.0001	1289	93.00

Official Receipt for Recording in:

Town Clerk  
 45 Lyon Terrace  
 Room 124  
 Bridgeport, CT 06604

Issued To:  
 SAVINGS INSTITUTE BANK & TRUST COMPANY  
 803 MAIN STREET  
 WILMINGTON CT 06226

Recording Fees

Filing Type	Number	Vol#	Page	Time	Recording Amount
ASSIGNMENT	00013600	09252	00046	10:42:55a	93.00
					93.00

Collected Amounts

Payment Type	Amount
Check 153	93.00
	93.00

Total Received : 93.00  
 Less Total Recordings: 93.00  
 Change Due : .00

Thank You  
 ALNA L. HAYA - Town Clerk

By - counterf counterf

Receipt# Date Time  
 0071400 06/29/2015 10:43a