

# UNOFFICIAL COPY

Doc#: 1809318050 Fee: \$62.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/03/2018 11:38 AM Pg: 1 of 8

**PREPARED BY, AND WHEN  
RECORDED MAIL TO:**

Devon Bank  
6445 N. Western Ave.  
Chicago, IL 60645  
Attn: Loan Servicing

Chicago Title-Lnd  
18GSA3180014  
(383)

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**ASSIGNMENT OF RENTS**

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THIS ASSIGNMENT OF RENTS dated March 27, 2018, is made and executed between Rodica Darzu and Aurelian Puscau, whose address is 6529 N Mozart St, Chicago, IL 60645 (referred to below as "Grantor"), and Devon Bank Client Service LLC #197, whose address is 6445 N. Western Ave., Chicago, Illinois 60645 (referred to below as "Financer").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing interest in, and convey to Financer all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, Illinois:

**LEGAL DESCRIPTION.**

LOT 28 IN BLOCK 5 IN METROPOLITAN WASHINGTON EAST PRAIRIE ROAD GARDENS SUBDIVISION BEING A SUBDIVISION OF LOTS 3 AND 4 IN BLOCKS 2 AND 3 IN SUPERIOR COURT PARTITION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 8258 Ridgeway Ave, Skokie, IL 60076

The Property tax identification number is 10-23-313-019-0000

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE IJARA AGREEMENTS, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Financer all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Financer exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Financer's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Financer in writing.

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**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the rights to Financier.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**FINANCER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Financier shall have the right at any time, and even through no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Financier is hereby given and granted the following rights, powers, and authority:

**Notice to Tenants.** Financier may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Financier or Financier's agent.

**Enter the Property.** Financier may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefore, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Financier may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Financier on the Property.

**Compliance with Laws.** Financier may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Financier may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Financier may deem appropriate.

**Employ Agents.** Financier may engage such agent or agents as Financier may deem appropriate, either in Financier's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Financier may do all such other things and acts with respect to the Property as Financier may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor of the purposes stated above.

**No Requirement to Act.** Financier shall not be required to do any of the foregoing acts or things, and the fact that Financier shall have performed one or more of the foregoing acts or things shall not require Financier to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Financier in connection with the Property shall be for Grantor's account and Financier may pay such costs and expenses from the Rents. Financier, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Financier which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Financier under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, or shall be treated as if a portion of the money paid towards the Grantor's Ijara Purchase Commitment had not been made and had instead paid for the expenditures.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Ijara Agreements, and the Related Documents, Financier shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement

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on file evidencing Financer's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Financer is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Financer or any of Financer's property, or (C) by reason of any settlement or compromise of any claim made by Financer with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Financer and Grantor shall be bound by any judgment, decree, order settlement or compromise relating to the Indebtedness or to this Assignment.

**FINANCER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Financer's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Financer on Grantor's behalf may (but shall not be obligated to) take any action that Financer deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenses will become a part of the Indebtedness and, at Financer's option, will (A) be payable on demand; (B) be added to the balance owing under the Ijara Agreements and be apportioned among and be payable with any installment payments to become due either (1) the term of any applicable insurance policy; or (2) the remaining term of the Ijara Agreements; or (C) be treated as a balloon payment which will be due and payable upon maturity of the Ijara Agreements. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Financer may be entitled upon Default.

**DEFAULT.** Each of the following, at Financer's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Financer and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Financer by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Financer. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and deposits with Financer monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Financer, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Financer, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Financer, and, in doing so, cure any Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Financer believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Financer in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Financer demanding cure of such default: (1) cures the default within seven (7) days; or (2) if the cure requires more than seven (7) days, immediately initiates steps which Financer deems in Financer's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Financer may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Financer shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**Collect Rents.** Financer shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Financer's costs, against the Indebtedness. In furtherance of this right, Financer shall have all the rights provided for in the Financer's Right to Receive and Collect Rents Section, above. If the Rents are collected by Financer, then Grantor irrevocably designates Financer as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other uses to Financer in response to Financer's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Financer may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee/Owner in Possession.** Financer shall have the right to be placed as mortgagee/owner in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee/owner in possession or receiver may serve without bond if permitted by law. Financer's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Financer shall not disqualify a person from serving as a receiver.

**Other Remedies.** Financer shall have all other rights and remedies provided in this Assignment or the Ijara Agreements or by law.

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**Election of Remedies.** Election by Financer to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Financer's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Financer institutes any suit or action to enforce any of the terms of this Assignment, Financer shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Financer incurs that in Financer's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Financer's attorneys' fees and Financer's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Assignment will be governed by and interpreted in accordance with federal law and the internal laws of the State of Illinois, excluding its Conflict of Law Rules. This Assignment has been accepted by Financer in the State of Illinois.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Financer's request to submit to the jurisdiction of the courts of DuPage County, State of Illinois.

**Joint and Several Liability.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Financer in any capacity, without the written consent of Financer.

**Interpretation.** (1) In all cases where there is more than one Debtor or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor", the obligations of each Grantor are joint and several. This means that if Financer brings a lawsuit, Financer may sue any one or more of the Grantors. If Debtor and Grantor are not the same person, Financer need not sue Debtor first, and that Debtor need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**No Waiver by Financer.** Financer shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Financer. No delay or omission on the part of Financer in exercising any right shall operate as a waiver of such right or any other right. A waiver by Financer of a provision of this Assignment shall not prejudice or constitute a waiver of Financer's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Financer, nor any course of dealing



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between Financer and Grantor, shall constitute a waiver of any of Financer's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Financer is required under this Assignment, the granting of such consent by Financer in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted to withheld in the sole discretion of Financer.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by tele facsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Financer informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Financer to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Financer under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Financer.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Successors and Assigns.** Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Financer, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the Obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counter claim brought by any party against any other party. (Initial Here   S.O.  BP  ).

**WAIVER OF HOMESTEAD EXEMPTION.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AN ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

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**Debtor.** The word “Debtor” means Rodica Darzu and Aurelian Puscau

**Default.** The word “Default” means the Default set forth in this Assignment in the section titled “Default”.

**Event of Default.** The words “Event of Default” mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word “Grantor” means Rodica Darzu and Aurelian Puscau

**Guaranty.** The word “Guaranty” means the guaranty from guarantor, endorser, surety, or accommodation party to Financer, including without limitation a guaranty of all or part of the Ijara Agreements.

**Indebtedness.** The word “Indebtedness” means all amounts, costs, and expenses payable under the Ijara Agreements or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Ijara Agreements or Related Documents and any amounts expended or advanced by Financer to discharge Grantor’s obligations or expenses incurred by Financer to enforce Grantor’s obligations under this Assignment.

**Financer.** The word “Financer” means Devon Bank Client Service LLC #197, its permitted successors and assigns.

**Ijara Agreements.** The words “Ijara Agreements” mean the Ijara Purchase Commitment and the Ijara Operating Agreement dated March 27, 2018 from Grantor to Financer, together with all renewals of, extensions of, modifications of refinancings of, consolidations of, and substitutions for the Ijara Agreements. Payments on the Ijara Agreements are to be made in accordance with the terms and conditions contained therein.

**Property.** The word “Property” means all of Grantor’s right, title and interest in and to all the Property as described in the “Assignment” section of this Assignment.

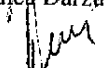
**Related Documents.** The words “Related Documents” mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word “Rents” means all of Grantor’s present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor’s right to enforce such leases and to receive and collect payment and proceeds thereunder.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON March 27, 2018**

**GRANTOR:**

  
\_\_\_\_\_  
Rodica Darzu

  
\_\_\_\_\_  
Aurelian Puscau

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NOTARIZATION

STATE OF ILLINOIS    }  
                                   } SS  
 COUNTY OF COOK       }

The undersigned, a notary public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Rodica Darzu and Aurelian Puscau, are personally known to me to be the individuals listed above as the Grantor or the Grantor's authorized representatives, and that they appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Assignment of Rents as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 27<sup>th</sup> day of March 2018

By: *Martha Romano*  
 Notary Public



Property of Cook County Clerk's Office