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This instrument prepared by and upon recording should be returned to:

SHUMAKER

Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600
Attention: **W. Kent Ihrig, Esq.**



Doc# 1810229053 Fee \$46.00
RHSP FEE:\$9.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY RECORDER OF DEEDS
DATE: 04/12/2018 12:29 PM PG: 1 OF 5

(Space reserved for Clerk of Court)

COLLATERAL ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF RENTS AND OTHER LOAN DOCUMENTS

Cook County, Illinois

DCR MORTGAGE 7 SUB 2, LLC, a Delaware limited liability company ("**Assignor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns as collateral to **VALLEY NATIONAL BANK** as successor in interest to USAMerriBank, having an address at 4790 140th Avenue North, Clearwater, Florida 33762 ("**Assignee**"), and grants to Assignee a security interest in, to and under or arising out of that certain Mortgage, dated as of February 10, 2015, from Edward J. Zawilla, Divorced (the "**Grantor**"), to and in favor of Heritage Bank of Schaumburg recorded March 12, 2015, Doc# 1507157128, of the Public Records of Cook County, Illinois and Assignment of Rents, dated as of February 10, 2015, from Grantor, to and in favor of Heritage Bank of Schaumburg recorded March 12, 2015, Doc# 1507157129, of the Public Records of Cook County, Illinois (the "**Security Instrument**"), encumbering, among other things, the real property described therein, including, but not limited to, all attachments, fixtures and other property located thereon or related to such property (collectively, the "**Encumbered Property**"), which Security Instrument was assigned to Assignor by Assignment of Mortgage recorded October 2, 2017, as Doc# 1727534062, in the Public Records of Cook County, Illinois and (b) all other loan documents and financing statements incident thereto, instruments, contract rights, insurance policies, purchase commitments, account and general intangibles relating thereto and all proceeds thereof, all pursuant to, and to secure the Credit Facility and the Obligations as such terms are defined in, that certain Credit Agreement, dated as of October 30, 2015 as modified and amended by that certain Omnibus Loan Modification Agreement dated as of October 6, 2016 and that certain Second Omnibus Loan Modification Agreement dated as of November 8, 2017, by and among, *inter alios*, Assignee and DCR Mortgage Partners VII, L.P., a Delaware limited partnership and DCR Mortgage Ventures, LLC, a Delaware limited liability company as Borrower (as amended, modified, restated or supplemented at any time or from time to time, the "**Credit Agreement**").

TOGETHER WITH the promissory note described in the Security Instrument and the sums due and to become due thereon, with interest as described therein from and after the date of this Collateral Assignment.

Assignee shall have no obligation or duty to perform any of the obligations of the Assignor under the Security Instrument, all of which shall remain the sole and exclusive duty and obligation of the Assignor.

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The security interest is herein created to secure the payment and performance of (i) the Credit Facility and the other Obligations (as such terms are defined in the Credit Agreement) and (ii) all costs reasonably incurred by Assignee to obtain, preserve, perfect and enforce the security interest granted hereby (collectively, the "**Secured Indebtedness**"). Upon payment in full of the Secured Indebtedness and the termination of any commitment to lend thereunder, or as may be otherwise permitted pursuant to the Credit Agreement and the recording of an instrument of release releasing this Collateral Assignment executed by Assignee, the transfer in this Collateral Assignment shall be null and void.

Upon the occurrence of any Event of Default, as such term is defined in the Credit Agreement, whether now existing or hereafter arising, Assignee shall have the right to, among other rights and remedies under the Credit Agreement, foreclose its security interest granted herein and in the Credit Agreement by selling the Security Instrument and the note secured thereby in accordance with the rights, remedies and duties of a secured party under the Florida Uniform Commercial Code (as amended, the "**Code**"), including but not limited to, a public sale to the highest bidder for cash, after having given notice to Assignor and to such other persons legally entitled thereto under the Code of the time, place, and terms of such public sale, and such a sale shall be deemed to be a commercially reasonable sale. At any such sale, Assignee shall transfer to the purchaser at such sale the Security Instrument, and the recitals in such transfer shall be *prima facie* evidence of the truth of the matters stated therein and all prerequisites to such sale required hereunder and under the laws of this State shall be presumed to have been performed. Proceeds of the sale shall be applied first to the reasonable expenses of the sale and then toward the payment of principal, interest and attorneys' fees due and unpaid upon the Secured Indebtedness, rendering the balance, if any, and surplus, if any, to the person or persons legally entitled thereto under the Code, but if there be any deficiency, Assignor shall remain liable in accordance with its terms. Assignee shall have the right to purchase at such public sale if it is the highest bidder therefor.

Assignee, in addition to the rights and remedies provided for in the preceding paragraph, shall have all of the rights and remedies of a secured party under the Code, including without limitation, the right to conduct a reasonable private sale, and Assignee shall be entitled to avail itself of all such other rights and remedies which may now or hereafter exist at law or in equity for the collection of said indebtedness and the foreclosure of the security interest created hereby, and the resort to any remedy provided hereunder or by the Code, or by any other law of the State of Florida, shall not prevent the concurrent employment of any other appropriate remedy or remedies.

The requirement of reasonable notice to Assignor at the time and place of any public sale of the Security Instrument, or of the time after which any private sale or any other intended disposition thereof is to be made, shall be met if such notice is mailed, postage prepaid, to Assignor at 333 Third Avenue North, Suite 400, St. Petersburg, Florida 33701 (Attn: Christopher S. Moench, Chief Executive Officer), at least ten (10) days before the date of any public sale or at least ten (10) days before the time after which any private sale or other disposition is to be made.

Assignee may remedy any default, without waiving same, or may waive any default without waiving any prior or subsequent default or any rights or remedies of Assignee hereunder.

The security interest herein created shall not be affected by or affect any other security for the Secured Indebtedness, or any part thereof, and any extensions, renewals, or modifications of the Secured Indebtedness may be made without affecting the priority of this security interest or the validity thereof with regard to any third party, and the Assignee or any other holder of the Secured Indebtedness shall not be limited by any election of remedies if it chooses to foreclose this security interest by suit. The right to sell under the terms hereof shall also exist cumulatively with the right to bring said suit and one method shall not bar the other but both may be exercised at the same or different times, and one shall not be a defense to the other.

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Assignor authorizes Assignee at Assignee's option, at any time following an Event of Default, to enforce or foreclose upon the liens and security interests securing the Security Instrument, if any, and apply proceeds of any such foreclosure to payment of the Secured Indebtedness as and when the same becomes payable, and in the order and manner chosen by Assignee. Assignee is under no obligation to enforce or foreclose upon the liens and security interests securing the Security Instrument, or duty to perform any of the obligations of the Assignor under the Security Instrument, and the failure of Assignee shall not in any way prejudice the right of Assignee to thereafter enforce or foreclose upon the liens and security interests securing the Security Instrument or in any way affect the Secured Indebtedness.

Assignor represents and warrants to Assignee that (i) Assignor has authority to execute and deliver this Collateral Assignment, (ii) Assignor is the equitable owner and holder of the Security Instrument and the beneficiary of the lien and security interest created by the Security Instrument, and (iii) no dispute, right of setoff, counterclaim or defenses exist with respect to the Security Instrument.

The terms and covenants set forth herein shall bind and inure to the benefit of Assignor and Assignee, their respective heirs, executors, administrators, successors, representatives receivers, trustees and assigns.

The law governing this secured transaction shall be the Code and other applicable laws of the State of Florida. All terms used herein which are defined in the Code shall have the same meaning herein.

THIS COLLATERAL ASSIGNMENT AND THE OTHER WRITTEN AGREEMENTS EXECUTED IN CONNECTION HERewith REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES CONCERNING THE MATTERS CONTAINED HEREIN AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, SUBSEQUENT OR ORAL AGREEMENTS TO THE PARTIES.

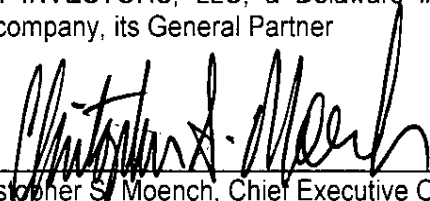
ASSIGNOR BY ITS EXECUTION BELOW, AND ASSIGNEE BY ITS ACCEPTANCE HEREOF, EACH IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF THIS ASSIGNMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

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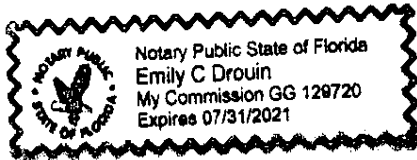
IN WITNESS WHEREOF, Assignor has duly executed this Collateral Assignment as of the 8 day of March, 2018.

DCR MORTGAGE 7 SUB 2, LLC,
a Delaware limited liability company
By: **DCR MORTGAGE VENTURES, LLC,**
a Delaware limited liability company
By: **DCR MORTGAGE PARTNERS VII, L.P.,**
a Delaware limited partnership, its Manager
By: **DCR VII INVESTORS, LLC,** a Delaware limited liability company, its General Partner


By: 
Christopher S. Moench, Chief Executive Officer

STATE OF FLORIDA
COUNTY OF PINELLAS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, the undersigned authority, this 8 day of March, 2018, by Christopher S. Moench, as Chief Executive Officer of DCR VII Investors, LLC, a Delaware limited liability company, the General Partner of DCR Mortgage Partners VII, L.P., a Delaware limited partnership, the Manager of DCR Mortgage Ventures, LLC a Delaware limited liability company, the Manager of DCR Mortgage 7 Sub 2, LLC, a Delaware limited liability company, on behalf of the Assignor. He is personally known to me or has produced _____ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]



My Commission Expires:


Notary Public
Emily C. Drouin
(Printed Name of Notary)

(Serial Number, if any)

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EXHIBIT "A"

Legal Description:

LOT 1 IN SIMONINI RESUBDIVISION, BEING A RESUBDIVISION OF LOT 6 OF BLOCK 6 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT NUMBER 119, BEING A SUBDIVISION IN THE NORTH 7.7 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 07-33-103-029-0000

COMMONLY KNOWN AS: 1475 RODENBURG ROAD, SCHAUMBURG, IL 60193

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