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2002-01-30 08:32:27  
Cook County Recorder 27.50

Prepared by and Mail To:

Robert J Emery  
Attorney at Law  
1845 E. Rand Rd., #109  
Arlington Hts., IL 60004



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COOK COUNTY  
RECORDER  
EUGENE "GENE" MOORE  
ROLLING MEADOWS

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02 - 00088

**ASSIGNMENT OF RENTS**

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM FISCHER, of the City of Joliet, in Will County, Illinois, in order to secure an indebtedness of FORTY THOUSAND Dollars (\$40,000.00), executed a mortgage of even date herewith, mortgaging to HOUSING BY HACKETT, L.L.C., hereinafter referred to as the mortgagee, the following described real estate:

See Attached

Property Address: 4 West 26<sup>th</sup> Street, South Chicago Heights, IL 60411  
PIN No.: 32-29-404-023-0000

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as part of the consideration of said transaction, the undersigned hereby assign(s), transfer(s) and sets) over unto the Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter 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 Mortgagee 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 Mortgagee, and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do(es) hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do(es) hereby authorize the Mortgagee 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 name(s) 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

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that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is further understood and agreed that the Mortgagee 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 Mortgagee, 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 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 promptly to 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 Mortgagee may in its own name and without any notice or demand, 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 Mortgagee shall have been fully paid, at which time his assignment and power of attorney shall terminate.

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

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

IN WITNESS WHEREOF, this Assignment of Rents is executed, sealed and delivered this 25<sup>th</sup> day of January, 2002.



Assignor – William Fischer

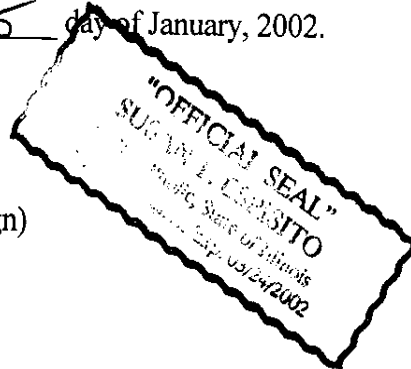
STATE OF ILLINOIS )  
( ss.  
COOK COUNTY )

I, the undersigned, a Notary Public in and for said county and state do hereby certify that WILLIAM FISCHER, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appear before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 25 day of January, 2002.

Notary Public

 (sign)



(seal) Commission Expires:

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## Legal Description

LOT 1 (EXCEPT THE EAST 6 FEET) AND THE EAST 1 FOOT OF LOT 2 IN BLOCK 1 IN HANNAH AND KEENEY'S ADDITION TO CHICAGO HEIGHTS, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29 AND THAT PART WEST OF RAILROAD OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

which has the address of: 4 West 26<sup>th</sup> Street, South Chicago Heights, IL 60411

Property ID No.: 02-29-404-023-0000

Property of Cook County Clerk's Office

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