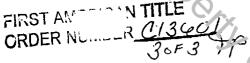
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Cook County Recorder

25.50

Prepared by and Mail To:
Robert J Emery
Attorney at Law
1845 E. Rand Rd., #109
Arlington Hts., IL 60004





## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that WILLIAM FISCHER, of the City of Joliet, in Will County, Illinoi, in order to secure an indebtedness of SEVENTY-FIVE THOUSAND FIVE HUNDRED Dollars (\$75,500.00), 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:

Lot 408 in Richton Hills Second Addition, being 5 subdivision of part of the Southwest 1/4 of Section 27, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof registered in the office of the registrar of titles of Cook County, Illinois, on February 4, 1969 as Document 2434295 and surveyors certificates of correction thereof registered March 12, 1969 as Document 2439592 and surveyors certificate of correction therefore registered on May 6, 1969 as Document 2449349, in Cook County, Illinois.

Property Address: 4505 Poplar Ave., Richton Park, IL 60471

Property Identification Number: 31-27-315-005

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.

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## **UNOFFICIAL COPY**

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 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 or contracted, and also toward the payment of all expenses for the care and management of sail 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 in reunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

[THIS PORTION INTENTIONALLY LEFT BLANK]

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this Assignment of Rents is executed, sealed and delivered this 22ND day of April, 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 \_22 day of April, 2002.

Notary Public 4

(seal) Commission Expires: