

UNOFFICIAL COPY

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CHARGE TO DEBIT

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LEASE AND RENT ASSIGNMENT

For the purpose of further securing the Note dated November 4th, 19 86, made by Athanasios Potakis (AKA Tom Potakis) and Georgia Potakis, his wife, Trustee under Trust Agreement dated -----, 19 ---, and known as Trust # -----, payable to NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH, in the principal amount of One hundred eighty thousand & 00/100 Dollars (\$180,000.00) secured by Trust Deed/Mortgage bearing even date with said Note, whereby conveyed to National Bank of Greece, S. A., as Trustee, the following described real estate:

PARCEL 1:
Lots 32 and 33 in Charles A. Scott's Park Ridge Village, being a subdivision in the South $\frac{1}{2}$ of section 22, Township 41 North, Range 12 East of the Third Principal meridian, in Cook County, Illinois.

PARCEL 2:
The Southwestern $\frac{1}{4}$ of vacated alley lying Northeasterly of and adjoining lots 32 and 33 in Charles A. Scott's Park Ridge Village, being a subdivision in the South $\frac{1}{2}$ of section 22, Township 41 North, range 12 East of the third principal meridian, in Cook County, Illinois.

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and in consideration of the making by NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH, hereinafter called the "Creditor" of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Creditor all the right, title and interest of the undersigned in, to and under all Leases of any and every kind now or hereafter existing with respect to said real estate, or any part thereof, together with all rents accrued and to accrue, under each and all of said Leases and all other rents, at any time arising out of said real estate; hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note, or said Trust Deed/Mortgage, or this Assignment, but no installment of rent shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed/Mortgage has been paid in full.

The undersigned does further hereby covenant and agree with the Creditor until said indebtedness has been paid in full, the undersigned, upon the Creditor's request, will furnish to it true copies of all of said Leases, and will make, sign and deliver to the Creditor such other and additional instruments as may be necessary, desirable or convenient to enable the Creditor to have, hold and enjoy its rights as assignee of any and all Leases at any time made and entered into with respect to said real estate, or any part thereof, and as assignee of all the rents at any time arising out of said real estate.

Until the Creditor shall notify the Lessee or Lessees, under said Lease or Leases, and Tenant or Tenants of said real estate, that there has been a default under said Note or said Trust Deed/Mortgage, or this Assignment, such Lessee or Lessees and Tenant or Tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no installment of rent shall ever be paid to the undresigned in advance of its due date.

In the event of any default under said Note or said Trust Deed/Mortgage, or this Assignment, the Creditor shall have the right (but not the duty)

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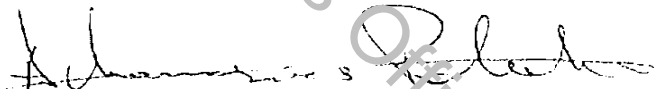
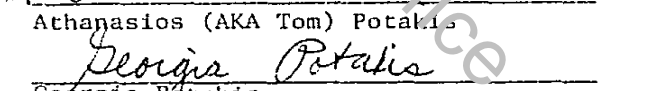
to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Creditor may in its discretion, in the names of the undersigned or otherwise, enforce performance of the covenants of the Lessee or Lessees under said Lease or Leases, and the obligations of the Tenant or Tenants of said real estate, including covenants and obligations for payment of rent, but the Creditor shall not be responsible for the performance of any of the covenants of the Lessor or Lessors of the Lessee or Lessees in said Lease or Leases, or for the performance on any of the obligations of the Landlord, nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Creditor may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note, or on account of any expenses relating to said real estate, which the Holder of said Note is authorized or privileged to pay by the provision of said Trust Deed/Mortgage.

If the Creditor shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the Holder or Transferee of said Note, which, thereupon, shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Creditor. This Instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this Instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder, and the terms "the undersigned" shall be taken to refer to each and all the signers.

If this Instrument is signed by a Trustee, it shall not be personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said Note or Notes, or Trust Deed/Mortgage, contained shall be construed as creating any liability on the said Trustee, either individually or as Trustee aforesaid, personally to pay the said Note or Notes, or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either expressed or implied herein, or in said Notes or Trust Deed/Mortgage contained, all such liability, if any, being expressly waived by the Holder of said Note or Notes, and by every person now or hereafter claiming any right or security hereunder, that so far as said Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal Holder or Holders for said Note or Notes, and the Owner or Owners of any indebtedness accruing thereunder, shall look solely to the premises above-described for the payment thereof, or to the personal liability of any guarantor thereon.

Dated this 4th day of November, 19 86.

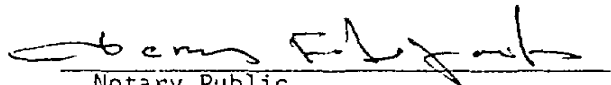

 Athanasios (AKA Tom) Potakis

 Georgia Potakis

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, DEMOS FOTOPOULOS a Notary Public in and for such County, in the State aforesaid, do hereby certify that Athanasios (AKA Tom) Potakis and Georgia Potakis, his Wife personally known to me to be the same persons whose names subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the purposes therein set forth.

Given under my hand and notarial seal this 4th day of November, 19 86.


Notary Public

MY COMMISSION EXPIRES: _____

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ a Notary Public in and for such County, in the State aforesaid, do hereby certify that _____ Vice-President and _____ Trust Officer of _____ personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such _____ and _____ respectively appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth, and the said _____ then and there acknowledged that he, as custodian of the Corporate Seal of said Company, did affix the Corporate Seal of said Company to said Instrument as his own free and voluntary and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19 ____.

Notary Public

MY COMMISSION EXPIRES: _____

MAIL TO: (Prepared By:

National Bank of Greece, S. A.
Att: Angela Baltas
168 North Michigan Avenue
Chicago, IL 60601

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