5596/0013 21 001 1998-02-03 10:36:48

Cook County Recorder

31.00

ASSIGNMENT OF RENTS AND LEASES

Long No.

60000-03

THIS ASSIGNMENT, made this ___

January 7, 1998, benvesa

MARKA LYMPHEROPOULOS, ALSO KNOWN AS MICK LYMPEROPOULOS AND MARKA LYMPHEROPOULOS, HUSBAND AND MIFE AS TO PARCE !:

CONSTANTINE LYMPEROPOULOS AND CONSTANCE LYMPEROPOULOS, HIS WIFE AS TO PARCEL 2:

STAMUTA LYMPEROPOULOS, A WIDOW NOT REMARRIED, AS TO PARCEL 3.

"aereinarter culleci

"Assignor") and NATIONAL BANK OF GREECE, S.A., CRICAGO BRANCH (heremater called the "Assignee").

WITNESSETTH

THAT WHEREAS. Assignor is justly indebted to Assignee for money bottowed in the aggregate principal sum of Four Eurodized Fire Thousand and co/100 DOLLARS (\$405,000,00) such sum as may be automating from time to time pursuant to that certain note of even date herewith (herein called the "Mote") which Note is secured by a certain Mongage given by Assignor to Assignee under even date herewith (which Mongage is herein called "the Mongage" and the terms of which Note and which Mongage are hereby incorporated herein by reference) upon certain groperty (herein called "taid properties") in the County of Copk, and State of Illinois, to-with

BOX 169

SEE EMBER "A" DEFINIE

93844 2012

MOW THEREFORE, to secure the payment of (a) all sums becoming due under said Mote according to the tenor and offect of said Mote (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being hereis collectively called the "Indebtedness!") and (c) the faithful performance by Assignor of all Coverants, Conditions, Stipulations and Agreements in any of this Assignment of Rents and Leaves, in the Mortgage, and also in consideration of the sum of One (1.00) DOLLAR in land paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GNLAT, TRANSPER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereinafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any squeezement for the use or occupancy of any part of said property, heretofore or hereinafter made or agreed to, it being the intention of the Undersigned to hereby establish an absolute transfer and assignment to Assignee of all

Property of County Clerk's Office

UNOFFICIAL COPPOSTOR FOR THE FORM THE PROPERTY OF THE PROPERTY

such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without Limitation of any of the Legal rights of Assignee as the absolute Assignee of the rents, issues, and profits of Asaid property, and by way of enumeration only. Assignor hereby irrevocably covenants and agrees that in the event or any default by Assignor under the said Note or under the Mortgage above described, whether before or after the i)institution of any Legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assigner will surrender to Assignee and Assignee shall be entitled to take actual possession of the said property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, a iditions, betterments, and improvements to the said property as to Assignee may seem judicious and may incur and reinsure the same, and may lease said property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond maturity of the indebtedness secured by the Mortgage, and mr.y cuncel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said property and carry on the business thereof as Assignee shall deem best and do everything in or about the said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of said property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements; alterations, additions, betterments, and improvements, and all payments which may be made for mxes, assessments, insurance and prior or proper charges on the said property or any part thereof, including the just and reasonable compensation for the services of Assignee rendered in connection with the operation, management and control of the said property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all rar toys arising as aforesaid:

- 1. To the payment of the interest from to time accrued and unpaid on the said not;
- 2. To the payment of the principal of the said Note from time to time remaining outstanting and unpaid;
- 5. To the payment of any and all other charges secured by or created under the said Mongage: and
- 4. To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), and 3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained. Assignor shall have the right to collect when, but not before, due all rents, issues, and profits from said property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases domaining all portions of the following properties for the terms shown:

Concerning each lease hereinabove described, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

Property of Cook County Clerk's Office

UNOFFICIAL COPY 089819 Engl. 3 of

- Canoni or terminate such losses for any respon whitedover irresponing of how such right of canonished or termination thereof.
- Reduce the cent provided for in such leases modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
 - Cansest to any Assignment of the interest of the tenant in the Laste, or to any sub-leading thereof.
 - Accept any tent payable under the lease in advance of the time when the same is payable under the leans mereational and any of the above arm, if done, without the written consent of the Assigner, shall be said and void.

Any definit on the gare of the Assignor bereunder shall constitute a definit of Assignor under the Moragage.

This Assignment shall be exceeded as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and insure to the benefit of each of the parties decrete and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agence or anomalys, successors or assigns to make use of any of the terms, provisions, and conditions of the Assignment for any period of time, at any time or times, shall not be construct or desired to be a waiver of any of the Assignment rights under the terms describ but Assignment or Assignments agence or anomalys, successors, or assignments shall have full right, power and authority or enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder as any time or times that shall be described fit.

In accepting this Assignment the Assignee herein does not service nor shall it be under my obligation winnever to perform my of the coverance, undertakings or promises on the performent to be performed under my lease which may be extend into concerning the said property.

If Assigner shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the coverance, conditions, subulations and agreements herein contained, then this Assignment shall be call and void and Assignment will, promptly upon Assignment demand therefore, release and discharge will Assignment.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed the day and year first above written.

PLICE KAMPENDANIA

CONSTANTINE L. LYMPETOPOULOS

MAKLA LYMPSEDFOUL he

CONSTANCE LYMPEROPHER OF

STANATA LIMPERSON OS

Proberty of Coot County Clark's Office

UNOFFICIAL COPOGRAPS Representation of the control of the control

STATE OF ILLINOIS] STATE OF ILLINOIS] ** IICK L. LYMPEROPOULOS, JUSO KNOW AS IICK LYMPEROPOULOS, MUSBAND AND MIFE	Fopculos and
I, the undersigned. A Metary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY and the above named ** personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appointed before me this day in person and personally acknowledged that he/she/they signed and delivered the said instrument as their full and voluntary set, for the uses and nurposes therein set forth.	
GIVEN under my hand and Notarial Soul, this Telay of Discourse 1999	
MOTARY SHOULD SH	

Property of Cook County Clerk's Office

UNOFFICIAL COPSP89819 Fige 5 of 6

	ATE OF ILLINOIS] DUNTY OF <u>COOK</u> SS	**CONSTANTINE LYMPEROPOULOS AND CONSTANCE LYMPEROPOULOS."HIS WE
HE	REBY CERTIFY that the	
lore act and	egoing instrument, app knawledged that heisheit d voluntary act, for the us	ame person(s) whose name(s) is/are subscribed to the eared before me this day in person and personally hey signed and delivered the said instrument as their full es and purposes therein set forth.
G	(PiN under my hand and I	Votarial Seal, this 2 day of Jenencial, 1958
(U) "	FFICIAL SEAL" }	()1, 9/2 -
•	MAUFIA E SHEA CYPUBLIC STATE OF ILL 1015 FALL SON 12 18ES 7/24, 2011	Notary Public
******		C
	TATE OF ILLINOIS] OUNTY OF COOK_1 SS	
		** STANKIN LYMPEROPOULOS, A WIDOW NOT REMARRIED, y Public, in and for sold County, in the State aforesaid, DO
1.0 -	named in the Atlanta	y Public, in and for sold County, in the State aforesaid, DO above named
fo	pregoing Instrument, ap	peared before me this say in person and personally they signed and delivered the said instrument as their full see and purposes therein set forth.
G	SIVEN under my hand and	Notatial Saal, this Tiday of Manony 1998
٤.	musuummusuum 1111 - 1 SEA	mg Mu DD
,	(SEAL) WHILE THE OF ILLIE MRES 7/24/	Notary Public

Property of Coot County Clerk's Office

UNOFFICIAL COPSY89819 rage is of

EXHIBIT A

This Rider Hereto Attached and made a part of the Assignment of Rents Inc. dated Jan. 7, , 199<u>8</u> belween NICK LYMPEROPOULIS, ETAL. NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

LEGAL DESCRIPTION

PARCEL 1:

LOT 22 IN BLOCK IN 1. J. GRADY'S SECOND GREEN BRIAR ADDITION TO NORTH EDGEWATER IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1. TOWNSHIP 40 NORTH, RANGE 13. LAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY. ILLINOIS.

PROPERTY ADDRESS

6711 N FAIRFIELD, CHICAGO, IL 60659

PERMANENT TAX NUMBER: 13-01-217-015

VOLUME:

PARCEL 2:

LOT 157 IN ROBBIN'S MEADOW LANE UNIT 5. BIING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE WEST FOURTY FEET OF TH NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 13. TOWNSHIP 41 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON NOVEMBER 8, 1956 AS DOCUMENT 1706466. IN COOK COUNTY. ILLINOIS.

PROPERTY ADDRESS

: 7741 DAVIS, MORTON GROVE, IL 60053

PERMANENT TAX NUMBER: 09-13-310-009

VOLUME:

PARCEL 3:

LOT 13 IN BLOCK 2 IN THE NORTHWEST LAND ASSOCIATION'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4, NORTH OF THE RIGHT OF WAY OF THE NORTHWESTERN ELEVATED RAILROAD OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS

4739 N CAMPBELL, CHICAGO, IL 60625

VOLUME: PERMANENT TAX NUMBER: 13-13-206-013

This Instrument was Prepared By: L. Lelis NATIONAL BANK OF GREECE, S.A. 168 N. Michigan Avenue -Chicago, Illinois 60601

Record and Return To: NATIONAL BANK OF GREECE, S.A. Chicago Branch 168 N. Michigan Avenue Attn: Loan Dept.

Property of Coof County Clerk's Office