

agreement, agrees with Hamberis and Zaharis that until a default shall occur by Hamberis and Zaharis in the payment of the note, which this assignment secures, Hamberis and Zaharis may receive, collect and enjoy the rents, issues and profits accruing to them under said lease. However, should there be a default on the part of Hamberis and Zaharis in the performance of any of the conditions of Hamberis and Zaharis' obligation to the Bank, the Bank may, at its option, make demand for and receive and collect all of the said rents, issues and profits arising out of said lease in favor of Hamberis and Zaharis.

Hamberis and Zaharis irrevocably consent that the tenant under said lease, upon demand and notice from the Bank of Hamberis and Zaharis' default of said obligation, shall pay the rents, issues and profits under said lease to the Bank without liability to the tenant for the determination of the actual existence of any default claimed by the Bank.

Hamberis and Zaharis covenant and warrant to the Bank that they have not executed any prior assignment of said lease or rentals, nor have Hamberis and Zaharis performed any acts or executed any other instruments which might prevent the Bank from realizing the benefits of this assignment.

Hamberis and Zaharis hereby assign any portion of an award payable by reason of condemnation action under the right of eminent domain and direct that such award shall be paid direct to the Bank.

Upon payment in full of the entire indebtedness of Hamberis and Zaharis to the Bank, this assignment shall be void and of no effect.

The undersigned do hereby bind themselves, their heirs, executors, administrators and assigns to this agreement.

IN WITNESS WHEREOF, John A. Hamberis and Paul Zaharis have executed this assignment this 3rd day of August, 1965.

IN THE PRESENCE OF:

<u>Charles B. Kudub</u>	<u>John Hamberis</u>	(LS)
<u>Eunice H. Shelton</u>	<u>Paul Zaharis</u>	(LS)

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