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| DRAFT SPECIAL POWER OF ATTORNEY  In Athens, today, DD/MM/YYYY, the following person: …………………………. (hereinafter "the Principal"), ID number ............... and TIN .................., known to me and not exempted by law, appeared before me, ............., Notary Public and resident of ………….…………………….…………………………..…………, at my registered office (address:) ……….., and requested that this power of attorney be drawn up and signed, stating that he/she hereby appoints a special proxy, representative and agent, namely Mr/Ms ……..……………………………………………… ………………….……………………, lawyer …………………………………….… (REG. No of Bar Association ...................), resident of (address:) ………………………….…..… ……………………………………………………….………… (hereinafter "the Agent"), to whom is granted the special mandate and authorization to appear before the Justice of the Peace ...……………………………………….….... or any competent court and to consent to the registration of mortgage prenotation with the relevant mortgage records of the competent Registry of Deeds or Land Registry, in favor of the banking corporation “NATIONAL BANK OF GREECE S.A.”, under the trade name “NBG”, bearing interest pursuant to article 1289 of the Greek Civil Code up to the amount of Euro/Swiss Francs…………………………………………..….……………………… (€/CHF………………………………………) in security of its claims (in principal, contractual interest and default interest (and compounded interest), fees and expenses in general) arising from the Loan agreement/ Credit Agreement No …………………………… concluded:  (a). between [MARK BELOW WITH X THE APPLICABLE FIELD]:   |  |  | | --- | --- | |  | NATIONAL BANK OF GREECEthe banking corporation “PROBANK S.A.” under the trade name “PROBANK”, the specific successor of which is NATIONAL BANK OF GREECE S.A. (having entered into all of the rights of PROBANK which is placed under special liquidation in respect of the loan agreement, as above, against the Principal(s) which now continues between the Principal(s) and NBG, which fact is known and accepted by the latter pursuant to and within the meaning of the AGREEMENT (dated 26/07/2013) FOR THE TRANSFER OF ASSETS & LIABILITIES OF A CREDIT INSTITUTION between PROBANK and the acquiring NATIONAL BANK, following the relevant | |  |  | |  | decision of the Bank of Greece Resolution Measures Committee, under no. 12/26.07.2013, in accordance with article (and the procedure thereof) 63D Law 3601/2007) | |  | |  | the banking corporation “FBB – First Business Bank S.A.” under the trade name “FBB” , the specific successor of which is NATIONAL BANK OF GREECE S.A. (having entered into all of the rights of FBB which is placed under special liquidation in respect of the loan agreement, as above, against the Principal(s) which now continues between the Principal(s) and NBG, which fact is known and accepted by the latter pursuant to and within the meaning of the AGREEMEN (dated 10/05/2013) FOR THE TRANSFER OF ASSETS & LIABILITIES OF A CREDIT INSTITUTION between FBB and the acquiring NATIONAL BANK, following the relevant decision of the Bank of Greece Resolution Measures Committee, under no. 10/10/05/2013, in accordance with article (and procedure thereof) 63D Law 3601/2007) | |  |   and (b.) the Principal(s), as above, *(if the Borrower is a third party and not the Principal, its details should be stated: full name, father’s name, home address,TIN),* as this agreement has been or may be amended, regarding the property described below owned by the principal(s): |
| *(below is a concise but accurate description and account of origin of the mortgaged property)* |
| In general, the Agent should take any action and statement required for the execution and completion of the mandate, as above, even if not expressly mentioned herein, as well as confer upon other attorneys-at-law the same powers and authorities, or part thereof and revoke them.  All the powers granted hereby apply also in the event that the claims arising from the contracts, as above, are transferred and the management of the claims is assigned in the future to another administrator/Loan & Credit Claim Management Company. In such a case, all the said powers, etc., shall apply in favour of the new beneficiary of the claims arising from the said contracts, who will take the place of NBG. |
| The Principal declares that he acknowledges the actions of the agent and proxy under this mandate as legal, valid, binding and final and approves them as if agreed to by him, as per Article 235 of the Greek Civil Code. |
| This authorization and mandate shall apply and not cease to apply, even in cases included in articles 222, 223 and 726 of the Greek Civil Code, and it is agreed that it is irrevocable, since it does not concern exclusively the interest of the Principal (i.e. the party represented), but concerns – mainly – the interest of the Agent (Greek Civil Code 218 & 724). |
| The principal (or principals) approves henceforth the actions of said power of attorney, which are relevant and concern the completion of the said madates (e.g. submission of documents to Tax Offices, land registries-cadastral offices) even if they are not explicitly mentioned herein, as legal, valid and final and legally binding. |