

STATE OF SOUTH CAROLINA :
COUNTY OF GREENVILLE :

GREENVILLE CO. S. C.
OCT 17 5 03 PM '80
DONNIE S. TANKERSLEY
R.M.C.

DR. 0135 PAGE 715

COLLATERAL ASSIGNMENT OF
LEASE OR LEASES

✓ THIS ASSIGNMENT, made the 17th day of October,
1980, by HYATT GREENVILLE CORPORATION, having a mailing address at
9700 West Bryn Mawr Avenue, Rosemont, Illinois, 60018,
hereafter referred to as the assignor, (which term as here and hereinafter
used shall be construed to include the plural thereof if the context so re-
quires) to (CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,) having a mailing address at 231 LaSalle Street, Chicago, Illinois 60604,
hereafter referred to as the assignee,

W I T N E S S E T H:

THAT the assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the assignee the entire lessor's interest in and to a certain lease (which term as here and hereinafter used shall be construed to include the plural thereof if the context so requires) dated December 15, 1978 between GREENVILLE COMMUNITY CORPORATION, as subsequently assigned to HYATT GREENVILLE CORPORATION, as lessor, and INTERNATIONAL BUSINESS MACHINES CORPORATION, as lessee, covering space in a building to be constructed by lessor upon real property described in Exhibit "A" hereof (the real property described in Exhibit "A" hereof being hereafter called the "Land" and the Land and improvements thereon hereafter being called the "Project") and also in and to all present and future leases of space within the Project whether now existing or entered into in the future. (The term "lease" or "leases" as used herein is agreed to include all leases both present and future which pertain to space within the Project.)

TOGETHER with all rents, income and profits arising from said lease and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said lease or in the mortgage hereinafter referred to from all leases upon said premises which may be executed in the future during the term of this assignment.

THIS ASSIGNMENT is made for the purpose of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by a certain Real Estate Note, and any amendments, extensions or renewals thereof, in the original principal sum of Sixteen Million and No/100ths (\$16,000,000.00) Dollars made by HYATT GREENVILLE CORPORATION to CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO and dated the 17th day of October, 1980 and secured by a mortgage of even date therewith (it being agreed that the word "mortgage" as hereinafter used shall be construed to mean "trust deed" or "deed of trust" or "deed to secure debt" if the context so requires) on real property situated in Greenville County, South Carolina, and as in said mortgage more particularly described, reference being hereby made to such description as though herein fully set forth.

B. Payment of all other sums with interest thereon becoming due and payable to the assignee under the provisions of this assignment or of said note and mortgage.

C. The performance and discharge of each and every obligation, covenant and agreement of the assignor contained herein or in said note and mortgage.

THE ASSIGNOR WARRANTS that the assignor is the sole owner of the entire lessor's interest in said lease; that said lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said lease has been assigned or anticipated and that no rent for any period subsequent to the date of this assignment has been collected in advance of the time when same became due under the terms of said lease.

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