

OCT 25 2 59 PM '83

DONNIE S. ... R.M.C. ASSIGNMENT OF LEASES, RENTS AND PROFITS

KNOW ALL MEN BY THESE PRESENTS, that whereas GREENVILLE OFFICE BUILDING PARTNERSHIP, a Pennsylvania limited partnership, (Greenville Office Building Partnership, its successors and assigns are hereinafter referred to as "Assignor") has executed a real estate mortgage ("Mortgage") to secure an indebtedness ("Indebtedness") to WESTINGHOUSE CREDIT CORPORATION (Westinghouse Credit Corporation, its successors and assigns are hereinafter collectively referred to as "Assignee"), conveying its fee simple interest in the real estate briefly described on Exhibit A attached hereto, which real estate is hereinafter referred to as the "Premises" and which Indebtedness is evidenced by a note ("Note") executed by the Assignor in favor of Assignee, dated October 25, 1983 in the face amount of FIFTEEN MILLION SEVEN HUNDRED AND SIXTY-TWO THOUSAND FIVE HUNDRED AND NINE DOLLARS (\$15,762,509.00); and

WHEREAS, Assignee is the legal owner and holder of the Note and Mortgage; and

WHEREAS, Assignor, in order to further induce Assignee to grant the aforesaid loan to Assignor, has executed this Assignment of Leases, Rents and Profits ("Assignment of Rents") in favor of Assignee.

NOW, THEREFORE, it is mutually agreed by and between Assignee and the Assignor as follows:

1. In order further to secure the payment of the indebtedness of the undersigned to Assignee and in consideration of the sum of ten dollars (\$10.00) paid by Assignee to the Assignor, the receipt of which is hereby acknowledged and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of the Assignor in and to all leases now existing or hereafter entered into by the Assignor and demising the whole or any portion of the Premises, and does hereby further sell, assign, transfer and set over unto Assignee all of the rents, issues and profits of the Premises ("Rents"), and acknowledges that this assignment is intended as an absolute assignment to become operative upon any default being made by the Assignor under any of the terms, covenants or conditions of the Mortgage or the Note secured thereby.

2. In furtherance of the foregoing assignment, the Assignor hereby authorizes Assignee by its employees or agents, at its option, after the occurrence of a default under the Mortgage or Note, to enter upon the Premises to collect, in the name of the Assignor or in its own name as Assignee, the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable; and to this end, Assignor further agrees that it will facilitate in all