

effectiveness and continuing force of this Assignment, and any person may be and is hereby authorized to rely thereon. A demand on the tenants by Lender for the payment of the rents on any default claimed by Lender shall be sufficient warrant to said tenants to make future payments of rents to Lender, without the necessity of further consent by said Assignor.

(5) Lender may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

(6) Nothing herein contained and no act done or omitted by Lender pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Lender of its rights and remedies under said Note and Mortgage and Loan Agreement, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect said indebtedness and to enforce any other security therefor owned by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(7) The term "Leases" as used herein means the Leases hereby assigned or any extensions or renewals thereof, and any lease subsequently executed by Assignor covering the mortgaged premises or any part thereof. In the Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely.

(8) This Assignment is binding upon and inures to the benefit of Lender and any holder of the aforesaid Note and Mortgage and Loan Agreement, and is binding upon and inures to the benefit of Assignor and any owner of the mortgaged premises.

IN WITNESS WHEREOF, Assignor has executed this instrument the day and year first above written.

LA QUINTA MOTOR INNS, INC.

WTH Safay
By: S. E. Faye
Title: Vice President and General Counsel

LA QUINTA FINANCIAL CORPORATION

WTH Safay
By: S. E. Faye
Title: Vice President

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