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 S.C.
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 DONNE... JANNERSLEY
 R.M.C.

1143-963
 111-663

Loan No. 5 157 777

Assignment of Lease

KNOW ALL MEN BY THESE PRESENTS, that La Quinta Motor Inns, Inc., a Texas Corporation,

RECITALS

whose address is P. O. Box 32064, San Antonio, Texas 78216
 hereinafter referred to as "OWNER",
 is the present owner in fee simple of the property briefly described as:

That 5.5 acre tract of land, more or less, located in Greenville County, S.C., on the northwestern side of the intersection of Ponder Road and Interstate 85 on which a La Quinta motel is located; together with an easement of right-of-way reserved by a document recorded in D. B. 1073, page 446, on 2-9-78.

and
 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the State of New Jersey, having its principal office in the City of Newark, New Jersey, hereinafter referred to as "PRUDENTIAL", is about to become the owner and holder of a first mortgage executed by OWNER, covering the said property, which mortgage secures a note evidencing the principal indebtedness of Three Million and No/100

Dollars (\$3,000,000.00), and

All or a portion of said premises have been leased to the lessee or lessees (hereinafter called the "Lessee") by the Lease or Leases (hereinafter called the "Lease") and for the term or terms described on Exhibit "A" attached hereto and to other tenants, and

PRUDENTIAL, as a condition to making the loan secured by said mortgage, has required an assignment of the said Lease as additional security for said loan and for the performance by OWNER of each and all of OWNER'S obligations, covenants, promises and agreements as set forth in said mortgage, in this Assignment, and in any other instrument securing said loan.

WITNESSETH

NOW, THEREFORE, in consideration of Prudential making said loan, the OWNER hereby grants, assigns, transfers and sets over unto Prudential each and all of the Leases described in Exhibit "A" attached hereto, and all other leases upon or affecting the premises, now or hereafter during the existence of this Assignment executed together with any extensions or renewals thereof, and all rentals and income arising from said Premises, whether arising under existing leases or under leases hereafter made, and for the consideration aforesaid the OWNER hereby covenants and agrees with PRUDENTIAL that OWNER will not, without the written consent of PRUDENTIAL first had and obtained:

- (a) Cancel said Lease nor accept a surrender thereof.
- (b) Reduce the rent nor accept payment of any installment of rent in advance of the due date thereof.
- (c) Modify said Lease in any way nor grant any concession in connection therewith.
- (d) Consent to an assignment of Lessee's interest or to a subletting.

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