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Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Loan Agreement, Note and Mortgage. The right of the Assignee to collect the principal sum, interest and indebtedness secured hereby and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. In case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of the Mortgage shall prevail.

The term "default," as used herein, shall mean a default as that term may be defined in the Mortgage or Loan Agreement.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon the Assignor, its successors and assigns, and any subsequent owner of the Real Estate.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed this 3rd day of ^{August}~~July~~, 1984.

WITNESSES:

Signed, sealed and delivered in the presence of:

Walter D. Taylor

RED ROOF INNS, INC.

Signature Guaranteed
THE HUNTINGTON NATIONAL BANK
of Columbus, Ohio

Beth R. Lloyd *Ass. Vice Pres.*
James R. Trueman, President

"Red Roof"

4328-1721