

premises, as fully and to all intents and purposes as the Assignors might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that the Assignee shall lawfully do or cause to be done by virtue hereof.

The Assignor hereby agrees that it will not cancel, modify or surrender any lease in respect to any portion of the premises, nor reduce any rents, or change, modify or waive any provision of any existing lease, without the prior consent in writing of the Assignee, and it shall enter into no lease on any portion of the premises without the prior written consent of the Assignee.

The Assignee is hereby given the privilege of assigning all of its right, title and interest in and to this assignment to any person, firm, or corporation to whom the note hereinabove referred to is assigned, and in such manner so that the holder of such note shall have all of the rights and privileges given herein to the Assignee as if such Assignee were originally named herein as the Assignee.

This instrument is furnished for collateral security purposes, and no right or remedy hereunder shall be exercised by the Assignee unless a default shall occur on the part of the Assignor under any loan documents evidencing the above described indebtedness and such default is not cured within the time period specified in said loan documents.

IN WITNESS WHEREOF, the undersigned Assignor has hereunto set its hand and seal this 9th day of June, 1983.

ECONO-TRAVEL MOTOR HOTEL CORP.
(Rosemont Industries, Inc.)
*See Exhibit A

ATTEST:

J. March Secretary

By Kenneth H. Fullerton
Vice President

This instrument prepared by:

Richard E. Nathan
69 West Washington Street
Suite 1248
Chicago, Illinois 60602
(312) 372-0345

Return after recording to:

Norman L. Zenk
Continental Funding Corp.
1200 Iroquois Ave., #106
Naperville, Illinois 60540

Witnesses:

W. E. Nathan
Nancy E. O'Leary

(CONTINUED ON NEXT PAGE)