

TOWERS, ELLIOTT & MONSON  
1600 Western Savings Bank Building  
Broad and Chestnut Streets  
Philadelphia, Pennsylvania 19107

MORTGAGE

THIS MORTGAGE, made this **11<sup>th</sup>** day of **September**,  
nineteen hundred and seventy-three (1973), by and between INDUN  
REALTY, INC., an Indiana corporation, with an office at One Indiana  
Square, Indianapolis, Indiana 46204 ("Fee Owner") and CROWN INNS  
OF AMERICA, INCORPORATED, a North Carolina corporation, with an  
office at 115 East Morehead Street, Charlotte, North Carolina  
28202 ("Mortgagor") and CITIZENS AND SOUTHERN NATIONAL BANK OF  
SOUTH CAROLINA, a national banking association, with an address  
at P. O. Box 1449, Greenville, South Carolina 29602 (the "Mortgagee").

Recital.

Fee Owner is the owner in fee simple of the premises  
(the "Premises") described in Exhibit "A" attached hereto and made  
a part hereof. Under a certain Lease Agreement dated May 28, 1973  
(the "Ground Lease") the Fee Owner, as Lessor, did demise and  
lease the Premises to Mortgagor, as Lessee, for the terms and at  
the rentals therein set forth. Pursuant to the provisions of  
Paragraph 5(a) of the Ground Lease, the Fee Owner has joined with  
Mortgagor under this Mortgage for the sole purpose of subjecting  
the Ground Lease and its fee simple interest in the Premises to  
the lien hereof and it is a condition of such joinder that the  
Fee Owner shall never be personally liable, directly or indirectly,  
for the sums secured by this Mortgage or the other Security Documents  
(as hereinafter defined) or for the performance and observance of  
any of the terms, covenants and conditions of this Mortgage, the  
Note or the Other Security Documents. By acceptance of this  
Mortgage, Mortgagee agree that in the event of a default hereunder,  
or under the Note or Other Security Documents, Mortgagee will give  
Fee Owner written notice of such default thirty (30) days prior  
to the commencement of any foreclosure proceedings under this  
Mortgage and Fee Owner shall have the opportunity of curing or  
causing to be cured such default within said thirty (30) day  
period.

Obligations Secured.

NOW, THEREFORE, for the purpose of securing the following  
obligations (the "Obligations Secured"):

(a) The payment of a certain note (the "Note") in  
the principal sum of One Million Five Hundred Thousand Dollars  
(\$1,500,000) of even date herewith from Mortgagor to Mortgagee,  
or so much thereof as may from time to time be advanced to  
Mortgagor by Mortgagee, with interest thereon, and any renewals  
or extensions thereof, the provisions of the Note being incor-  
porated herein by reference;



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