

attached cabinets, partitions, ducts and compressors, furniture, carpets and garage equipment, now or at any time hereafter affixed to, attached to, placed upon or used or usable in any way in connection with the use, enjoyment, occupancy or operation of the Improvements on the Realty (collectively, the "Chattels");

(iv) all the rents, issues and profits of any of the foregoing and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (collectively, the "Rents");

(v) all leases of the Mortgaged Property, or any part thereof, now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, including, further, the right upon the happening of any default hereunder, to receive and collect the rents thereunder (collectively, the "Leases"); and

(vi) all right, title and interest of Mortgagor, as Licensee, under a certain Franchise Agreement dated June 11, 1973, with Quality Inns International, Inc., as Licensor, relating to the operation of a motel to be constructed by Mortgagor on the Premises.

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, its successors and assigns, to its own use forever.

UNDER AND SUBJECT to any covenants, restrictions, reservations, conditions and easements that may be listed, with particularity, in the title policy insuring the lien of this Mortgage (the "Permitted Encumbrances"), it being understood and agreed, however, that the recital thereof herein shall not be construed as a revival of any thereof which may have expired by limitation, violation or for any other reason.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Warranties of Title. (a) Fee Owner warrants that it has a good and marketable title to an indefeasible fee estate in the Realty subject to no lien, charge or encumbrance except the Ground Lease and Permitted Encumbrances.

(b) Mortgagor warrants that it has good and marketable title to a leasehold estate in the Realty subject to no lien, charge or encumbrance except the Permitted Encumbrances and that it will own the Chattels free and clear of liens and claims.

(c) Fee Owner and Mortgagor warrant that this Mortgage is and will remain a valid and enforceable first lien

0509

4328