

## SUPPLEMENT TO MORTGAGE

BY AND BETWEEN  
La QUINTA MOTOR INNS., INC., A TEXAS CORPORATION  
AND  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION

The mortgage hereby provides, in addition to other provisions that may be required hereby, a covenant or provision binding on Mortgagor and all successive owners of the Mortgaged Premises as follows:

- A. To furnish to Prudential within ninety (90) days after the end of each fiscal year sworn, itemized annual statements of income and expenses, in reasonable detail, with reference to the Mortgaged Premises.
- B. To obtain and maintain in full force and effect, without cost to Prudential, fire and extended coverage insurance and such other insurance as Prudential shall require from time to time. All such insurance shall be obtained from such companies, in such amounts, and with such provisions as Prudential deems necessary or desirable to protect its interests.
- C. That all fixtures and equipment attached to or located on the realty described herein and itemized on a UCC Financing Statement recorded simultaneously herewith shall be owned by Mortgagor and shall not be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of said property shall be held by any person or entity other than Mortgagor, nor shall Mortgagor create or cause to be created any security interest covering any of said fixtures and equipment other than the valid lien created in favor of Prudential (leased restaurant equipment owned by Tenant excepted).
- D. In the event that any Owner of the Mortgaged Premises, or of any interest therein, (including any joint venturer or general partner of any such Owner as may be a joint venture or general partnership) shall file, or there shall be filed against such Owner, joint venturer or general partner during the period of his ownership, a petition in bankruptcy or insolvency or a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the bankruptcy laws of the United States or under any other applicable Federal, State or other statute or law, or a receiver, trustee or liquidator shall have been appointed with respect to any such owner, joint venturer or general partner or all or any substantial part of such owner's joint venturer's or general partner's property, then in any such event Prudential may, at its option, declare the principal of the note hereby secured and then outstanding to be due and payable immediately; and upon such declaration the said principal, so declared to be due and payable, together with the interest accrued thereon, and together with any other sums secured hereby shall become and be due and payable immediately, anything in this mortgage or in said note to the contrary notwithstanding.
- E. To maintain constantly and not to diminish in any respect nor materially alter the on-site paved parking area during the existence of the Mortgage, and will not erect any buildings or additions to existing buildings or other structures on the Mortgaged Premises without the prior written consent of Prudential.
- F. Mortgagor's waiving its rights, if any, to require the Mortgaged Premises be sold as separate tracts or units in the event of foreclosure.