

Mortgage. All amounts paid, suffered or incurred by Mortgagee in exercising the authority herein granted, including reasonable attorneys' fees (including, but not limited to, reasonable attorneys' fees incurred in connection with any appeal of any judgment or other court determination), shall be added to the indebtedness secured hereby, shall be a lien on the Mortgaged Property, shall be due and payable by Mortgagor to Mortgagee immediately without demand, and shall bear interest at the Default Rate, as defined in the Note, until paid.

A(8) All compensation and each and every award of damages in connection with any condemnation for public or private use of, or injury to, the Mortgaged Property or any part thereof to the extent of the indebtedness then remaining unpaid and secured by the lien of this Mortgage, is hereby assigned and shall be paid to Mortgagee, to be applied at the option of the Mortgagee to the payment of interest on or principal of said indebtedness, the payment or performance of any other obligation secured hereby, or the restoration or repair of the Mortgaged Property.

A(9) Should Mortgagor sell, convey, transfer, assign, lease, encumber, or in any other manner dispose of the Mortgaged Property or any part thereof or any property at any time covered by any security agreement securing any or all of the indebtedness secured hereby (except for the lease or rental of the Mortgaged Property by Garcia's of Scottsdale, Inc.-South Carolina, a South Carolina corporation, a wholly-owned subsidiary of Mortgagor), or turn over the possession, management or operation of the Mortgaged Property to any person, firm or corporation, or, if Mortgagor is a corporation, turn over the management or operation of its business property or assets to any other person, firm or corporation or agree to do any of the same, without the prior written consent of Mortgagee, then Mortgagee shall have the right at its option to declare all sums secured hereby immediately due and payable. In addition, Mortgagor shall not permit Garcia's of Scottsdale, Inc.-South Carolina to transfer its leasehold interest in the Mortgaged Property or any part thereof or to sublet the Mortgaged Property without the prior written consent of Mortgagee. Consent to any such transaction shall not be deemed to be consent or waiver of the necessity of consent to any other transaction. Upon the occurrence of any such transaction, either with or without Mortgagee's consent, Mortgagee may increase the interest rate on the indebtedness secured hereby to its then prevailing rate for loans of this nature, but such increase in interest rate shall not exceed any limit set by law, and where required by law, Mortgagee shall release the transferring Mortgagor from all liability hereunder. Unless required by law, if Mortgagee consents to any such transaction and/or to assumption of the loan secured by this Mortgage, Mortgagor shall not be released from any obligations hereunder. Upon occurrence of any sale, conveyance or transfer of the Mortgaged Property, in addition to the consent required as aforesaid, Mortgagee shall be paid a reasonable service charge for changing its records to reflect such transaction. In the event of a breach of this covenant, Mortgagee may, at its option, declare all sums secured by this Mortgage to be immediately due and payable and may avail itself of any and all remedies provided herein in Part B for default.

A(10)(a) Mortgagor hereby grants, transfers and assigns to Mortgagee all the right, title and interest of Mortgagor in and to all existing and future leases, occupancy agreements and use agreements (the "Leases"), whether written or oral and whether for a definite term or month to month, relating to the Mortgaged Property, or any part thereof, and all rents, issues and profits (including without limitation room sales) thereunder. This assignment shall extend to and cover any and all extensions and renewals of existing and future leases and to any