

secured hereunder, Mortgagor will maintain and preserve the lien of this Mortgage on the whole of the Mortgaged Property now owned or hereafter acquired.

It is understood and agreed that Red Roof leases telephones, televisions and data processing equipment.

The Mortgagee recognizes it to be a fact that the joinder by the Owner in this Mortgage is primarily for the purpose of creating a mortgage lien in and to the Mortgaged Property and that no personal liability shall ever attach to or personal judgment be sought or obtained against the Owner by reason of the Owner's joinder in the mortgage.

Section 2.02. Covenant To Comply with Terms of Note and Mortgage. Red Roof will pay the principal amount of and interest on the Note, as the same become due, in accordance with its terms, and all indebtedness secured hereby, without relief from valuation or appraisal laws (if the same can be waived under applicable law), and Red Roof will keep, observe and perform all of the terms, provisions, covenants and agreements of this Mortgage and of the Assignment of Rents and Loan Agreement, and Owner (where applicable) will keep, observe and perform all of the terms, provisions, covenants and agreements of this Mortgage.

Section 2.03. Covenant To Pay Taxes and Discharge Liens. Red Roof will pay and discharge, or provide for the payment and discharge of, as the same shall become due and payable, all taxes, assessments, levies and other charges of the United States of America, and of any state or political subdivision thereof, which may be levied, assessed or imposed on it, its income, its business or its assets, including the Mortgaged Property; and it will not suffer or permit (or if suffered or permitted, it will, within fifteen (15) days thereafter, cause to be released and discharged) any mechanics', materialmen's,