

PART A

MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:

1. Mortgagor has (i) good, marketable and indefeasible title in fee simple to the Property subject to the matters set forth in "Exhibit B" attached hereto and (ii) full right and authority to make this conveyance.

2. Mortgagor shall pay the indebtedness in accordance with the terms of the Note and this Mortgage and shall perform, comply with and abide by each and every other of the stipulations, agreements, conditions and covenants contained and set forth in the Note, this Mortgage, the Agreement of Sale and Purchase entered into by and between the parties hereto and dated the 17th day of September, 1984 which require any action by Mortgagor after the date of this Mortgage, and all other documents securing the indebtedness. Mortgagor shall also pay and timely discharge all obligations under any superior mortgage(s) encumbering the Property except as otherwise expressly set forth herein.

3. The Property, including, without limitation, the improvements, equipment, plants, fixtures, appliances, landscaping, building interiors and exteriors, pools, roofs and all common areas now or hereafter erected or placed thereon shall be maintained in at least as good condition as exist on the date of execution of this instrument, ordinary wear and tear excepted. Mortgagor agrees: to permit, commit or suffer no waste, impairment, damage or deterioration of the Property, or in any part thereof, and to take all necessary steps to prevent the same; and to keep the buildings and all other improvements now or hereafter situated on the Property in good, first-class order, condition and repair so that the condition of such buildings and improvements does not in any way impair the desirability of the Property as a first-class motor inn property nor does such condition impair the profitability or rental of the Property in the judgment of Mortgagee; and to do or to permit to be done to said Property nothing that will in any way impair or weaken the security of this Mortgage or the profitability of the Property; and to continuously maintain in good standing service contracts with competent and experienced professional independent contractors for the provision of maintenance, management and all other appropriate services; and to comply with, or to cause to be complied with, all statutes, ordinances, regulations or requirements of any governmental authority relating to the Property or any part thereof and all terms and conditions of the License Agreement or Franchise Agreement with such motel or hotel chain or franchisor as is approved by Mortgagee from time to time. Mortgagor shall promptly repair, restore, replace or rebuild (so as to provide the same number as now exist of rentable rooms and facilities in good, first-class order, condition and repair) any part of the Property now or hereafter encumbered by this Mortgage.

3.1 No part of the Property, including, without limitation, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, equipment or other property, now or hereafter encumbered hereby shall be removed, demolished or materially altered without the prior written consent of Mortgagee. Mortgagor shall complete within a reasonable time and pay for any building, structure or other improvement at any time in the process of construction on the Property.

3.2 Mortgagee may determine, in its sole discretion, whether the foregoing provisions of this Paragraph 3 are being complied with and, for this purpose, Mortgagee and its agents shall have the right but not the obligation to inspect the Property at any reasonable hour of the day. If the Mortgagee determines that the foregoing provisions of this Paragraph 3 have not been complied with, at its sole option and after notice to Mortgagor and failure to cure same within the time allowed as set forth below, Mortgagee

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