

(g) all awards heretofore and hereafter made by the reason of the taking by eminent domain of the whole or any part of said real property and improvement, including any awards for use and occupation and for change of grade of streets;

(h) all proceeds of insurance monies hereafter paid by reason of loss or damage by fire, lightning, explosion, tornado, windstorm or other hazard to the whole or any part of said real property and improvements thereon;

(i) all deposits made with or other security given to utility companies by Mortgagor with respect to said real property and the improvements thereon and all advance payments of insurance premiums made by Mortgagor with respect thereto and claims or demands relating to insurance;

(j) all licenses (including but not limited to any liquor licenses, operating licenses or similar matters), contracts, management contracts or agreements, franchise agreements, permits, authorities or certificates required or used in connection with the ownership of, or the operation or maintenance of the improvements or personal property; and

(k) all damages, royalties and revenue of every kind, nature and description whatsoever that Mortgagor may be entitled to receive from any person or entity owning or having or hereafter acquiring a right to the oil, gas or mineral rights and reservations of said real property, with the right in Mortgagee to receive and receipt therefor and apply the same to the indebtedness secured hereby either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required to do so.

(All of the foregoing, including said real property described on said Exhibit A and all improvements thereon, are herein collectively referred to as the "Property".)

TO HAVE AND TO HOLD the Property unto Mortgagee, its successors and assigns, provided that if Mortgagor shall well, truly and completely pay the indebtedness described above and perform the other agreements and obligations of said Note and this Mortgage, then this Mortgage shall be and become null and void, and the estate created hereby shall cease.

#### PART A

#### MORTGAGOR DOES HEREBY COVENANT AND AGREE THAT:

1. Mortgage 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 11th 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 and 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