

FILED  
GREENVILLE, CO. S. C.  
RILEY & RILEY  
OCT 17 2 55 PM '80  
DONNIE S. TANKERSLEY  
R.M.C.

1135-749

ID #1392A

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THE STATE OF SOUTH CAROLINA )

COUNTY OF GREENVILLE )

THIS ASSIGNMENT, made this 9th day of May, 1980, by LA QUINTA MOTOR INNS, INC. (herein called "Assignor"), to LA QUINTA FINANCIAL CORPORATION, a Texas corporation, (herein called "Lender").

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to Lender the following leases (hereinafter called "Leases"), hereby warranting that Assignor is the owner of the entire Lessor's interest therein, to-wit:

1. Lease to CRACKER BARREL OLD COUNTRY STORE, INC., dated November 19, 1979, as amended by Addendum to Lease, dated November 19, 1979.

2. All other leases, subleases, estates or tenancies affecting all or any portion of the property (hereinafter called the "mortgaged premises") described in Exhibit A attached hereto and made a part hereof;

Together with all the right, power and authority of Assignor to alter, modify or change the terms of said Leases, or to surrender, cancel or terminate the same, without the prior written consent of Lender; and

Together with all rents, income and profits arising from said Leases and renewals thereof, if any, and together with all rents, income and profits due or to become due from the mortgaged premises and from all leases for the use and occupation of the mortgaged premises which are now in existence or which may be executed in the future, during the terms of this Assignment;

FOR THE PURPOSE OF SECURING:

ONE: Payment of the indebtedness evidenced by that certain Promissory Note of even date herewith (including any extensions or renewals thereof), in the principal sum of THREE MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$3,333,333.00), executed by Assignor, payable to the order of the Lender, and secured by a Deed of Trust or Mortgage (hereinafter called the "Mortgage") upon the mortgaged premises.

TWO: Payment of all other sums with interest thereon, becoming due and payable to Lender under the provisions hereof, under the provisions of a Loan Agreement of even date herewith between Lender and Assignor, and under the provisions of said Promissory Note and Mortgage.

THREE: The performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in said Note and Mortgage and Loan Agreement contained.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR COVENANTS:

(1) To observe and perform all of the obligations imposed upon the landlord in said Leases, and not to do or permit to be done any thing to impair the security thereof; that said Leases are valid and enforceable and that the tenants are not in default under any of the terms thereof; that no rent reserved in said Leases has been anticipated or assigned; not to collect any of the rent, income or profits arising or accruing from the mortgaged premises in advance of

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