

La Quinta Financial Corp.  
P.O. Box 32064  
San Antonio, Texas

S.C. 1503-1281

Document ID 1533A

WASLEY

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE )

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, LA QUINTA MOTOR INNS, INC., a Texas corporation ("Mortgagor") in and by that certain Note, bearing date the 9th day of May, A.D. 1980, stand firmly held and bound unto La Quinta Financial Corporation, a Texas corporation ("Mortgagee") in the penal sum of THREE MILLION THREE HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$3,333,333).

NOW, KNOW ALL MEN, That the said Mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Mortgagee, according to the condition of the said Note, and also in consideration of the further sum of THREE DOLLARS, to the said Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Mortgagee the real property described in Exhibit "A" annexed hereto (the "Premises"), together with a security interest in all the personal property of the undersigned now or hereinafter existing or acquired, of any type, or description, including, but limited to, all improvements and all rights, hereditaments and appurtenances in anyway appertaining or belonging to the Property; and together with all equipment, fixtures and articles of personal property now hereafter attached to or used in and about the building, buildings, and other improvements (such building, buildings, and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the Property which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, development, financing or operation thereof; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Project in any manner, all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein; all plans and specifications for the Project; all contracts and subcontracts relating to the Project; all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the Property or any rights appurtenant thereto including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law or by right of eminent domain, or by private or other purchase in lieu thereof; and all other interests of every kind and character which the undersigned now has or at any time hereafter acquires in and to the Property and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress, easements, licenses and all reversionary rights or interests of the undersigned with respect to such property, together with all proceeds in connection with any or all of the foregoing (all of the foregoing being collectively described as the "Mortgaged Property").

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