

may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Mortgagor in the rental or leasing thereof or any part thereof. The right to enter and take possession of the premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to all other rights or remedies of Mortgagee hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. After paying costs of collection and any other expenses incurred the proceeds shall be applied to the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

11. In case the indebtedness secured hereby or any part thereof is collected by suit or action or this mortgage is foreclosed, or put into the hands of an attorney for collection, suit, action or foreclosure, Mortgagor shall be chargeable with all costs and expenses, including reasonable attorney's fees, which shall be immediately due and payable and added to the mortgage indebtedness and secured hereby.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

13. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

14. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Mortgagee may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

15. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

If Mortgagor shall fully perform all obligations, covenants and agreements of this mortgage, and of the note secured hereby, then this mortgage and all assignments herein contained shall be null and void; otherwise to remain in full force and effect.

This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

16. Additional provisions are contained in a supplement attached hereto.

Witness my hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Becky J. Salter
Witness
Yvonne Shular
Witness

La Quinta Motor Inns, Inc.

By: S. E. Faye (L.S.)
Vice-President

Attest: Julie A. Koppenheffer (L.S.)
Assistant Secretary

(L.S.)

(L.S.)

State of ~~South Carolina~~ (Texas)
County of ~~XXXXXXXXXXXX~~ (Bexar)

PERSONALLY appeared before me Becky J. Salter (Witness)

and made oath that She saw the within named S. E. Faye, V.P. and Julie A. Koppenheffer, Ass't. Sect. sign, seal and as they act and deed, deliver the within written Deed; and that She with Yvonne Shular witnessed the execution thereof.

SWORN to before me this 21st day of January, 1981

Alverne Halloran
Notary Public for ~~South Carolina~~
Bexar County, Texas

ALVERNE HALLORAN

Renunciation of Dower.

State of South Carolina, }
County of } My Comm. Expires 10-31-87

I, a Notary Public for South Carolina, do hereby certify unto all whom it may concern, that Mrs. Becky J. Salter did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named The Prudential Insurance Company of America, its successors and assigns, all her interest and estate, and also all her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

Given under my hand and seal, this _____ day of _____, 19____

(L.S.)
Notary Public for South Carolina.

RECORDED JAN 28 1981 at 1:13 P.M.

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