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and any of the above acts, if done without such consent of PRUDENTIAL, shall be, at the option of PRUDENTIAL, null and void.

PRUDENTIAL, by acceptance of this Assignment, covenants and agrees to and with OWNER that, until a default shall occur in the performance of OWNER'S covenants or in the making of the payments provided for in said mortgage or note, OWNER may receive, collect and enjoy the rents, issues and profits accruing under said Lease, but it is covenanted and agreed by OWNER, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the making of the payments provided for in the said mortgage or note, PRUDENTIAL may, at its option, receive and collect all the said rents, issues and profits. OWNER, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes PRUDENTIAL at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises. OWNER hereby authorizes PRUDENTIAL in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that OWNER might reasonably so act. PRUDENTIAL shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the mortgaged premises, to any amounts due PRUDENTIAL from OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited, shall be within the sole discretion of PRUDENTIAL.

OWNER hereby covenants and warrants to PRUDENTIAL that OWNER has not executed any prior assignment of said Lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent PRUDENTIAL from operating under any of the terms and conditions of this Assignment, or which would limit PRUDENTIAL in such operation; and OWNER further covenants and warrants to PRUDENTIAL that OWNER has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

OWNER hereby irrevocably authorizes and directs Lessee and any successor to the interest of Lessee, upon receipt of any written request of PRUDENTIAL stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the aforesaid mortgage or note, to pay to PRUDENTIAL the rents due and to become due under the Lease. OWNER agrees that Lessee shall have the right to rely upon any such statement and request by PRUDENTIAL, that Lessee shall pay such rents to PRUDENTIAL without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of OWNER to the contrary, and that OWNER shall have no right or claim against Lessee for any such rents so paid by Lessee to PRUDENTIAL. Upon the curing of all defaults, PRUDENTIAL shall give written notice thereof to Lessee and thereafter, until the possible receipt of any further similar written requests of PRUDENTIAL, Lessee shall pay the rents to OWNER.

Upon the full performance of all obligations secured by said mortgage and upon the issuance of a full release of said mortgage, this assignment shall become null and be void and of no effect.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns. The word "OWNER" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "mortgage" shall be construed to mean the security instrument, whether mortgage, loan deed, trust deed, vendor's lien, or otherwise; and the word "note" shall be construed to mean the instrument evidencing the indebtedness, whether note or bond.

IN WITNESS WHEREOF, OWNER has executed this Assignment in form proper and sufficient in law to bind OWNER, this 21st day of January, 1981.

La Quinta Motor Inns, Inc.

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

Attest: Julie A. Kopperheffer (Seal)  
Assistant Secretary

WITNESS or ATTEST  
Becky J. Salter Witness  
Ivonne Shular Witness

State of Texas )  
County of Bexar )

PERSONALLY appeared before me Becky J. Salter (Witness)

and made oath that she saw the within named S.E. Faye, Vice-President and Julie A. Kopperheffer, Ass't. Sect. sign, seal and as their act and deed, deliver the within written Deed; and that she with Ivonne Shular witnessed the execution thereof.

Becky J. Salter

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

[Signature]  
Notary Public for Bexar County,

Texas

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