

National Holding Co., Inc. being and remaining the sole share- holder of Maker (except with the consent of the owner and holder of the Note hereby secured) or the failure of Ben E. Douglas being and remaining the sole shareholder of Harlee National Holding Co., Inc. (except with the consent of the owner and holder of the Note hereby secured), or the entry of any final judgment, order or decree, or the issuance of any writ of attach- ment, by any court of competent jurisdiction adversely affecting the property or any portion thereof or against First Party in a sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) or more and such judgment, order or decree and/or writ is not paid, discharged or stayed by court order within thirty (30) days from the date of entry or issuance thereof, or the commission by First Party of any act which shall result in the jeopardy of, or imperil or decrease, the property hereindescribed or the security of Beneficiary, shall be deemed to be a default hereunder and shall in any such event enable Beneficiary, at its option to accelerate the indebtedness evidenced by Note secured hereby, in which event the full unpaid principal balance, together with all interest thereon shall at once become due and payable at the place of payment provided for in said Note.

In case any one or more of the provisions contained in this Deed of Trust shall, for any reason, be held to be in- valid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforce- ability shall not in any manner or to any extent affect any other provision hereof, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, The said First Party has caused its Corporate name to be hereunto subscribed by its Vice President, and its Corporate Seal to be hereunto affixed, attested by its Assistant Secretary the day and year first above written.

[Corporate Seal]

ECONO-TRAVEL MOTOR HOTEL CORP.  
(Rosemont Industries, Inc.)  
\*See Exhibit A

ATTEST:

[Signature]  
Assistant Secretary

BY: [Signature]  
Vice President

Witnesses:

[Signature]  
[Signature]

ABOVE INSTRUMENT PREPARED BY:

Richard E. Nathan  
69 West Washington Street  
Suite 1248  
Chicago, Illinois 60602  
(312) 372-0345

AFTER RECORDING RETURN TO:

Norman L. Zenk  
President  
Continental Funding Corp.  
1200 Iroquois Drive, Suite 106  
Naperville, Illinois 60540

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