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1987 AMENDMENT TO MORTGAGE

THIS AMENDMENT, dated as of April 8, 1987, among Main Bank, an Illinois banking association organized under the laws of the State of Illinois, not personally but solely as Trustee under the provisions of a Trust Agreement dated June 7, 1986 and known as Trust No. 86-160 (the "Seller"), La Quinta Motor Inns, Inc., a Texas corporation, the principal office of which is located at La Quinta Plaza, San Antonio, Texas 78216 (the "Purchaser") and Northwestern National Life Insurance Company, a Minnesota corporation (the "Mortgagee"), to Mortgage dated as of September 1, 1977 (the "Original Mortgage") between the La Salle National Bank, a national banking association organized under the laws of the United States of America, not personally but solely as Trustee under the provisions of a Trust Agreement dated September 3, 1964, and known as Trust No. 32798 (the "Original Land Trust") and Mortgagee.

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RECITALS

A. As of the date of this Amendment, Seller is selling to Purchaser certain land located in the Village of Arlington Heights, County of Cook, State of Illinois legally described on Exhibit A attached hereto and made a part hereof (the "Premises") and the improvements

thereon. Seller is the present owner of the Premises and the improvements thereon.

B. The Premises, the improvements thereon and certain other property (collectively the "Mortgaged Property") have been mortgaged to the Mortgagee pursuant to the Original Mortgage to secure a Mortgage Note of the Original Land Trust dated September 1, 1977 payable to Mortgagee or registered assigns in the original principal amount of $575,000 (as amended by an Addendum dated as of June 11, 1986 and subject to an Addendum dated as of this date and together with all notes issued in substitution or exchange therefor, the "Note"). The Original Mortgage was recorded on September 1, 1977, with the Recorder of Deeds for Cook County, Illinois as document number 24 088 301, and an amendment to the Original Mortgage dated as of June 11, 1986 (the "1986 Amendment") was recorded June 26, 1986 with the Recorder of Deeds for Cook County, Illinois as document number 86263226. The Original Land Trust conveyed the Mortgaged Property to La Salle National Bank, not personally but solely as trustee under the provisions of a Trust Agreement dated July 15, 1980 and known as Trust No. 102903 (the "Second Land Trust") which thereafter reconveyed the Mortgaged Property to the Seller. As a result of their conveyance of the Mortgaged Property,

neither the Original Land Trust nor the Second Land Trust has any interest in the Mortgaged Property.

C. Under the terms of the Mortgage, the transfer of the Mortgaged Property to the Purchaser is permitted only if the Mortgagee consents thereto. Mortgagee is willing to so consent and to amend the Original Mortgage in the manner requested by the Purchaser and set forth herein only if, among other things, the Purchaser and the Seller enter into this Amendment.

D. The Seller has assumed the Mortgage pursuant to a Assumption Agreement dated as of June 11, 1986 (the "1986 Assumption Agreement") recorded on June 26, 1986 with the Recorder of Deeds for Cook County, Illinois as document number 86263227, and the Purchaser has assumed the Mortgage pursuant to an Assumption and Payment Agreement dated as of this date (the "1987 Assumption Agreement").

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NOW THEREFORE, in consideration of the terms of this Amendment and to induce the execution of the above-referenced consent by Mortgagee, Seller, Purchaser and Mortgagee hereby agree as follows:

1. Pursuant to the 1987 Assumption Agreement and an addendum to the Note dated as of this date, Seller and Purchaser have jointly and severally agreed to prepay the entire unpaid principal amount of the Note, together with all accrued interest thereon and the applicable premium, on September 1, 1997, five years prior to the maturity date of the Note.

2. Paragraph 2(b) of the Original Mortgage is hereby amended in its entirety to read as follows:

"(b) Maintenance of Corporate Existence and Qualification. Maintain the existence of La Quinta Motor Inns, Inc. as a corporation under the laws of one of the states of the United States and remain qualified to do business in the state of Illinois."

3. Paragraph 2(d) of the Original Mortgage is hereby amended in its entirety to read as follows:

"(d) Financial Statements of S & A Restaurant Corp. Cause to be furnished to the Mortgagee, within 45 days after the close of each of the first three quarterly accounting periods in each fiscal year of S & A Restaurant Corp. ("S & A"), a guarantor of the Note, and its consolidated subsidiaries, balance sheets and statements of income and retained earnings, each unaudited and certified by a responsible officer of S & A as being true and correct, reflecting the financial condition on a consolidated

basis of S & A and its consolidated subsidiaries at the end of each such quarterly period and the results of operations during such period, all in reasonable detail and prepared in substantially the same manner as the annual financial statements hereafter required (except for and subject to year-end adjustments), and setting forth comparable figures for the same accounting period in the preceding fiscal year. Mortgagor shall also cause to be furnished to Mortgagee, as soon as available, but in any event within 90 days after the close of each fiscal year of S & A, duplicate copies of S & A's financial statements prepared in accordance with generally accepted accounting principles, including a balance sheet of S & A and its consolidated subsidiaries on a consolidated basis as at the end of such year and consolidated statements of income and retained earnings and changes in financial position of S & A and its consolidated subsidiaries reflecting the operations during said year, all in reasonable detail and setting forth comparable figures for the preceding year, and certified (without qualification as to the scope of the audit) by an independent certified public accounting firm of recognized national standing selected by S & A.

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4. A new Paragraph 3(d) of the Mortgage is hereby added to read as follows:

"(d) Alteration of Mortgaged Property. Materially alter or remove the Improvements or any portion thereof, pro-

vided, however, that notwithstanding anything stated in this paragraph or in paragraph 2(h) or 9 hereof, Mortgagor may destroy or remove all or any part of the Improvements in connection with the construction of a new hotel or motel (the "New Improvements") on the Premises, provided that (i) Mortgagor shall have received all necessary building permits therefor, (ii) the New Improvements would be in compliance with all zoning, setback, environmental, building and other laws, codes, ordinances and regulations, (iii) prior to any such destruction, removal, or construction, Mortgagor shall have acquired title to the premises described in Exhibit B hereto (the "New Premises") and all required subdivision approvals for the New Premises and shall have entered into, and recorded in the proper recording office, a new mortgage, substantially identical to this Mortgage, granting Mortgagee a first mortgage on the New Premises and all improvements then or thereafter located thereon, free and clear of all mortgages, encumbrances, liens, security interests, or charges except liens for taxes not yet due and others permitted in writing by Mortgagee, and (iv) the New Improvements shall for purposes of this Mortgage be deemed to constitute Improvements and to be part of the Mortgaged Property.

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5. Paragraph 8(i) of the Mortgage is hereby renumbered as paragraph 8(j) and a new paragraph 8(i) is hereby added to read as follows:

"(i) the unpaid principal amount of the Note, together with all accrued interest thereon, and the applicable premium, is not prepaid in full on or prior to September 1, 1997; or"

6. All references in paragraph 8 (except in paragraph 8(j)) of the Mortgage to Mortgagor shall hereafter be deemed to be references to the Purchaser. Notwithstanding anything stated in the Mortgage, all obligations under the Mortgage assumed by the Purchaser shall be full recourse obligations of the Purchaser and collection thereon shall not be limited to the proceeds of the Mortgaged Property. All notices to be given to Mortgagor pursuant to paragraph 13 or any other paragraph of the Mortgage shall be addressed to Purchaser at La Quinta Motor Inns, Inc., La Quinta Plaza, P.O. Box 32064, San Antonio, Texas 78216, or to such other address as the Purchaser shall notify the Mortgagee in writing.

7. Nothing stated herein or in the 1987 Assumption Agreement shall limit or terminate the obligations of the Original Land Trust or the Seller to the Mortgagee under the Note or the Mortgage or the 1986 Assumption Agreement.

8. Any words not defined in this Amendment shall have the same meanings given to them in the Original Mortgage, as modified by the 1986 Amendment. The term "Mortgage" as used in the Note

and the Mortgage shall be deemed to refer to the Original Mortgage, as amended by the 1986 Amendment, this Amendment and all subsequent amendments thereto made in the manner required by the Mortgage. The term "Note" as used in the Note and the Mortgage shall be deemed to refer to the Note, as amended by the Addendum dated as of June 11, 1986 and subject to the Addendum dated this date, and all notes issued in substitution or exchange therefor.

9. The Original Mortgage, as amended by the 1986 Amendment and hereby, shall remain in full force and effect without any modification whatsoever except as expressly amended hereby or by other amendments executed in accordance with the requirements of the Mortgage. Further amendments to the Original Mortgage may be made by the Purchaser and the Mortgagee without the consent of the Seller.

IN WITNESS WHEREOF, the undersigned have signed this Amendment to Mortgage as of the date first above written.

MAIN BANK, NOT PERSONALLY
BUT SOLELY AS TRUSTEE
UNDER THE PROVISIONS OF A TRUST
AGREEMENT DATED JUNE 7, 1986
AND KNOWN AS TRUST NO. 86-160

Attest: Phyllis Fidel By Carol L. Ennis
(Corporate Seal)
Assistant Secretary

Vice President

EXONARATION PROVISION RESTRICTING ANY LIABILITY
COLE TAYLOR BANK / MAIN. ATTACHED HERETO. IS HEREBY
EXPRESSLY. MADE A PART HEREOF.

AS USED IN THIS DOCUMENT,
THE TERM "MAIN BANK" SHALL MEAN
"COLE TAYLOR BANK/MAIN"

87186268

LA QUINTA MOTOR INNS, INC.

Attest: _____ (Corporate Seal)

By _____
Robert R. Moore
Executive Vice President &
Chief Development Officer

NORTHWESTERN NATIONAL LIFE
INSURANCE COMPANY

Attest: _____ (Corporate Seal)

By _____
GARY L. JACOBSON
Authorized Representative

THIS DOCUMENT PREPARED BY:

Mail To:

Philip S. Garon
Faegre & Benson
2300 Multifoods Tower
Minneapolis, Mn 55402
(612)371-5300

BOX 333—HV

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COOK COUNTY, ILLINOIS
FILED FOR RECORD
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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 8th day of April, 1987, Carol L. Ennis and Phyllis Lindstrom, Vice President and Assistant Secretary, respectively, of MAIN BANK, an Illinois banking association under the laws of the State of Illinois, on behalf of said association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me in person and acknowledged that they are the Vice President and Assistant Secretary of said corporation, that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth, and caused the corporate seal of said Bank to be affixed to said instrument as their free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

" OFFICIAL SEAL "
LINDA L. HORCHER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/18/90

Linda L. Horcher
Notary Public

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STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 8th day of April, 1987, David L. Jacobson and Jean Michael, Authorized Representative and Assistant Secretary, respectively, of NORTHWESTERN NATIONAL LIFE INSURANCE COMPANY, a corporation incorporated under the laws of the State of Minnesota, on behalf of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Authorized Representative and Assistant Secretary, respectively, appeared before me in person and acknowledged that they are the Authorized Representative and Assistant Secretary of said corporation, that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and caused the corporate seal of said corporation to be affixed to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

MICHELLE H. ELIASON
NOTARY PUBLIC—MINNESOTA
HENNEPIN COUNTY
My Commission Expires May 18, 1992

Michelle H. Eliason
Notary Public

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STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 8th day of April, 1987, Robert R. Moore and Lon G. Potter, Executive V.P. and Assistant Secretary, respectively, of LA QUINTA MOTOR INNS, INC., a corporation incorporated under the laws of the State of Texas, on behalf of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive V.P. and Assistant Secretary, respectively, appeared before me in person and acknowledged that they are the Executive V.P. and Assistant Secretary of said corporation, that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and caused the corporate seal of said corporation to be affixed to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

87186268

Patricia Cousino
Notary Public

PATRICIA COUSINO
Notary Public, State of Texas
My Commission Expires 4-29-89

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EXHIBIT A

Lot 1 in Arlington Industrial & Research Center Unit 9, being a Subdivision in part of the Northwest Quarter of Section 7, Township 42 North, Range 11, East of the Third Principal Meridian according to the Plat of Subdivision Recorded September 24, 1976 as Document Number 23650671 in the Office of the Recorder of Deeds, Cook County, Illinois.

PIN 1415 W. Dundee Rd.
Arlington Hts, Ill.

PIN 03-07-102-003-0000

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Cole Taylor Bank/Main or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implies, all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK/MAIN