be constant as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Mortgage shall be governed by and construed according to the laws of the State.

principal sum and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the times therein set forth, without deduction, fraud, or delay, then and thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything herein contained to the contrary notwithstanding.

III WITHESS WHEREOF, Mortgagor and Fee Owner have caused this Mortgage to be executed under seal the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Xa Ratt

CROWN INNS OF AMERICA, INCORPORATED

Attest:

SIGNED, SEALED AND DELIVERED

in the presence of:

INDUN REALTY, INC.

Thomas S. Roe, Jr., Senjor Vice Pres

Attest: D. William Little, Secretary

31.31.10