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CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

AGREEMENT OF ASSIGNMENT AND ASSUMPTION
OF LEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made as of the 1st day of October, 1985, by and between HAMMOND H.J. CO., an Ohio limited partnership having its principal place of business at c/o George Miller, 25550 Chagrin Boulevard, Cleveland, Ohio 44122 ("Assignor"), and JOHN G. LOXAS, an individual having his principal place of business at 3704 Sheffield, Hammond, Indiana 46327 ("Assignee").

W I T N E S S E T H :

Assignor hereby assigns and sets over unto Assignee successors and assigns, all of Assignor's right, title and interest in and to that certain lease agreement (the "Lease Agreement"), by and between Assignor, as Lessor, and Howard D. Johnson Company, as Lessee, dated January 10, 1973 relating to the lease of a building utilized as a Howard Johnson Motel located on premises described in the Lease Agreement attached hereto and made a part hereof as Exhibit A, together with all of Assignor's right, title and interest in and to the Lease Agreement for said premises as of the date hereof and together with any and all security deposits, if any, impounds, and similar funds which have been paid to, or are being held by Assignor by virtue of the terms and provisions of the Lease Agreement.

TO HAVE AND TO HOLD the Lease Agreement unto Assignee, his heirs, executors and assigns, for and during the terms of the

Oct 8 1 28 PM '85
RUDOLPH CLAY
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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Lease Agreement, and any renewals thereof, subject nevertheless always to the terms, conditions and provisions contained in the Lease Agreement.

Assignor hereby agrees to indemnify and save Assignee harmless from any claims arising under the Lease Agreement by reason of Assignor's failure to fulfill and perform any of the agreements and obligations contained in the Lease Agreement on the part of the Lessor to be fulfilled and performed prior to the date hereof.

Assignee, by its acceptance of this Assignment, hereby agrees to fulfill and perform the Lessor's obligations under the Lease Agreement from and after the date hereof, and Assignee hereby agrees to indemnify and save Assignor harmless from any claims arising under the Lease Agreement by reason of Assignee's failure to fulfill and perform as aforesaid.

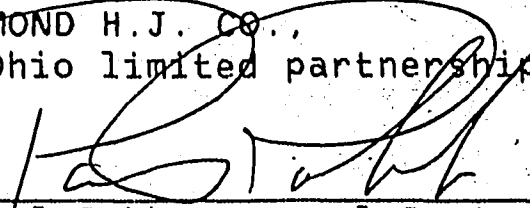
Assignee shall be responsible for delivering notice of the assignment, together with an executed copy of this Agreement to the Lessee pursuant to Article XX of the Lease Agreement.

The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

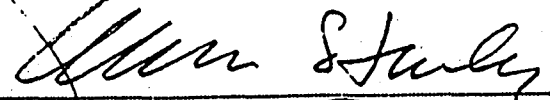
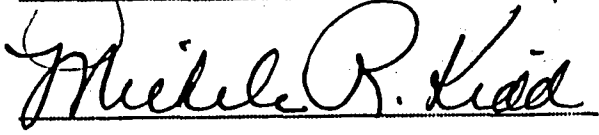
IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed as of the day and year first written above.

ASSIGNOR:

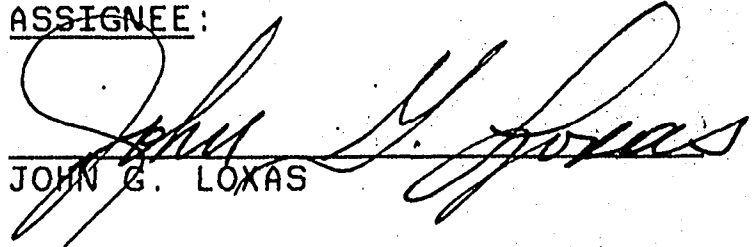
HAMMOND H.J. CO.,
an Ohio limited partnership

By 
Paul Rabb, General Partner

In the presence of:

ASSIGNEE:

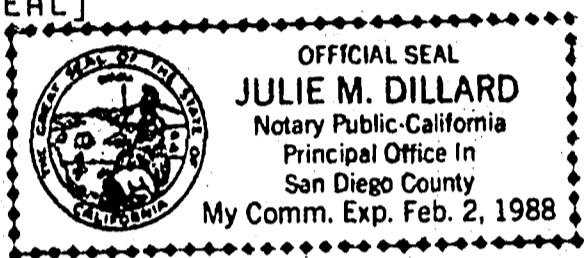

JOHN G. LOXAS

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN DIEGO)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Hammond H.J. Co., by Paul Rabb, its sole general partner, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of Hammond H.J. Co., and his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

[SEAL]



Julie M. Dillard
Notary Public

My Commission Expires:

Feb. 8, 1988

Resident of SAN DIEGO County, California.

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named JOHN G. LOXAS and acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Charlotte L. Keilman
Notary Public CHARLOTTE L. KEILMAN

My Commission Expires:

January 20, 1989

Resident of LAKE County, Indiana.

The instrument prepared by:

Robert N. Sacks, Esq.
Kohrman, Jackson & Krantz
One Cleveland Center - 20th Fl.
1375 E. 9th Street
Cleveland, Ohio 44114