SUCCESSOR TRUSTEE'S DEED

THIS INDENTURE is made and entered into this 28th day of June, 1991, by and between William A. Carson, II, Successor Trustee ("Grantor"), and Donelson Pike Hotel Limited Partnership, a Tennessee limited partnership ("Grantee");

W I T N E S S E T H:

WHEREAS, Cabot Lodge-Nashville Airport, Ltd., a Mississippi limited partnership ("Borrower"), executed a Deed of Trust as of December 1, 1985 to James DiGregory, as Trustee, for the benefit of The Industrial Development Board of the Metropolitan Government of Nashville and Davidson County ("Lender") and Westinghouse Credit Corporation ("WCC"), to secure a promissory note (the "Note") payable to the order of Lender and to secure Borrower's obligations to WCC under that certain Reimbursement Agreement dated as of December 1, 1985 (the "Agreement") as described in the Deed of Trust, said Deed of Trust being recorded in Book 6844, Page 379, Register's Office, Davidson County, Tennessee; and

WHEREAS, William A. Carson, II was appointed Successor Trustee by appointment recorded in Book 8345, Page 719, said Register's Office; and

WHEREAS, default having occurred in the payment of the debts and in the performance of the obligations secured to be paid and performed under the Deed of Trust, and WCC a beneficiary under said Deed of Trust, having requested the undersigned to advertise and sell the property conveyed by said Deed of Trust and still subject to the lien thereof, in accordance with the terms and provisions of the Deed of Trust; and

THIS INSTRUMENT PREPARED BY
AND PLEASE RETURN TO:

Armstrong Allen Prewitt
Gentry Johnston & Holmes
1900 One Commerce Square
Memphis, Tennessee 38103

Davidson County Tax Map 108-1
Parcel No. 77

WHEREAS, in accordance with said request, said property was advertised for sale in The Nashville Record a weekly newspaper published in Nashville, Davidson County, Tennessee, for twenty-one (21) days, by three (3) weekly notices, such notices appearing on June 6, 13, and 20, 1991, giving the time, date, terms, place of sale and description of said property; and

WHEREAS, at the time, being 10:00 a.m. on Friday, June 28, 1991, and at the place, being the south door of the Courthouse, Nashville, Davidson County, Tennessee, as advertised aforesaid, said property was offered for sale at public outcry to the highest and best bidder for cash, in accordance with all of the terms and requirements of said Deed of Trust, and the aforesaid advertisement for sale, at which sale said property was struck off and sold to Grantee for the sum of $ 15,000.00, that being the highest and best cash bid, and pursuant thereto this conveyance is now made of said property to Grantee; and

WHEREAS, WCC being a beneficiary under the Deed of Trust and a party to the Agreement for which said property was sold, has complied with the terms of the sale by paying into the hands of the undersigned the expenses of the sale, the balance of said purchase price being credited on Borrower's obligations to WCC under the Agreement secured by the Deed of Trust.

NOW, THEREFORE, Grantor, for and in consideration of the premises, hereby bargains, sells and conveys said property unto Grantee, in bar of all rights and benefits under any homestead exemption and rights of redemption from sale (including both the equitable right of redemption and the statutory right of redemption), all of which are expressly released and waived in the Deed of Trust, said property being situated in Davidson County, Tennessee:

A tract of land located in Metropolitan Nashville, Davidson County, Tennessee, being the southern portion of Lot 9 as shown on the plan of Metropolitan Airport Center, Section 4, Phase 4, as of record in Book 6250, page 778, Register's Office for Davidson County, Tennessee, and more particularly described as follows:

Beginning at a point in the southeasterly R.O.W. of Airport Center Drive, said point being 89.62' southwesterly as measured along said R.O.W., from the original northwest corner of said lot 9, and proceeding as follows:

Leaving said R.O.W., and severing original Lot 9, S 82 deg. 27' 11" E, 419.56' to a point in the original east boundary of Lot 9; thence, with the original boundary of Lot 9, the following courses and distances: S 15 deg. 27' 43" E, 0.63' to a point; S 06 deg. 58' 29" E, 105.00' to a point; S 01 deg. 05' 24" E, 51.09' to a point; S 06 deg. 11' 46" W, 50.16' to a point; S 10 deg. 46' 12" W, 50.00' to a point; S 22 deg. 37' 47" W, 51.09' to a point; S 31 deg. 48' 09" W, 144.57' to the original southeast corner of Lot 9; thence, with the line between Lots 8 & 9, N 82 deg. 28' 13" W, 461.40' to a point; thence continuing with said common line N 40 deg. 27' 37" W, 125.58' to a point in said R.O.W. of Airport Center Drive; thence, in a northerly direction with a curve to the left having a radius of 60.00' an arc distance of 40.78 to a point; thence, with a curve to the right having a radius of 50.00' an arc distance of 76.99' to a point; thence, N 47 deg. 02' 42" E, a distance of 274.68' to a point; thence, with a curve to the left having a radius of 530.00' an arc distance of 42.50' to the beginning.

Said property is subject to the lien of the Deed of Trust which continues to secure the outstanding indebtedness under the Note, any easements of record prior to the Deed of Trust, and any unpaid Metropolitan Government of Nashville and Davidson County real estate taxes.

TO HAVE AND TO HOLD said property, together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining, unto Grantee, and its successors and assigns, free of all rights and benefits under any homestead exemption and rights of redemption from sale (including both the equitable right of redemption and the statutory right of redemption), and, while this conveyance is made without individual covenants of Grantor, the Grantor insofar as he is able to do so, hereby transfers to Grantee all covenants of warranty in the Deed of Trust.

The proceeds of sale have been disbursed or credited as follows:

Foreclosure Reference and Title Update--$	200.00
Publication of Notice of Trustee's Sale-$	1,386.00
Trustee's Commission, Attorney's Fee and Expenses----------$	10,531.46
Payments under Reimbursement Agreement--$	2,882.54
TOTAL $	15,000.00

IN WITNESS WHEREOF, Grantor has hereunto set his hand the day and date first above written.

William A Carson, II Successor Trustee
WILLIAM A. CARSON, II, Successor Trustee

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared WILLIAM A. CARSON, II, Successor Trustee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 28th day of June, 1991.

Sherrie B. Reardon
NOTARY PUBLIC

SHERRIE B. REARDEN NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

My Commission Expires:
May 20, 1992

MAIL TAX BILLS TO AND PARTY RESPONSIBLE FOR PAYMENT OF TAXES:
Donelson Pike Hotel Limited Partnership
c/o Davidson Equities, Inc.
1755 Lynnfield Rd Suite 142
Memphis, TN 38119

Property Address:

1111 Airport Center Drive
Nashville, Tennessee 37214

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer, or value of the property transferred, whichever is greater, is $3,000,000.00, which amount is equal to or greater than the

26552

IDENTIFICATION REFERENCE

JUN 28 10 38 AM '91

amount which the property transferred would command at a fair and voluntary sale.

James J. VanKennedy
AFFIANT

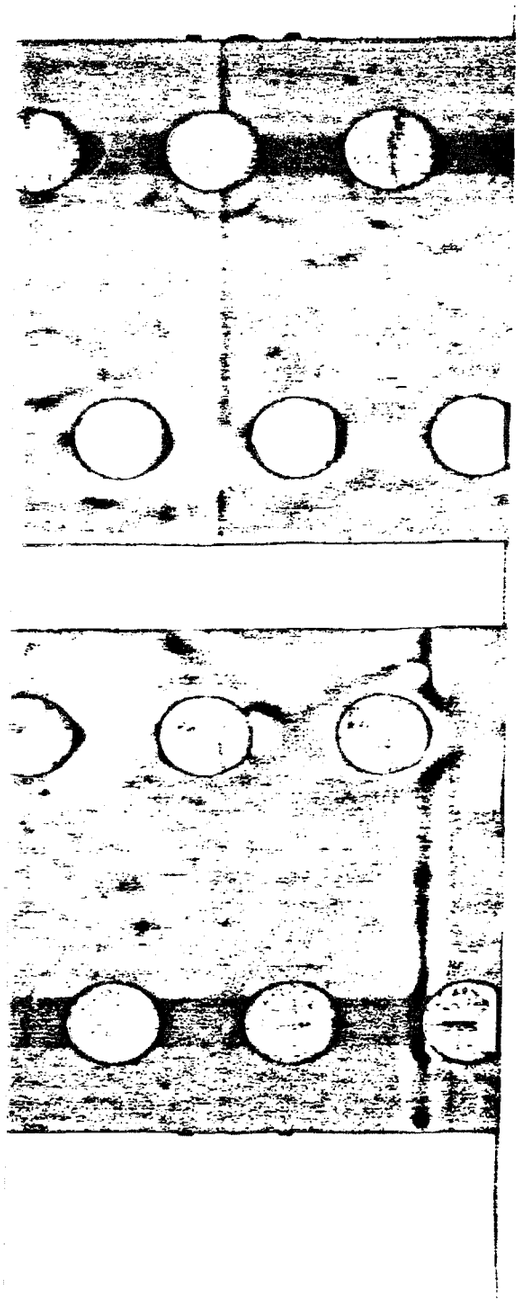
Subscribed and sworn to before me this 28th day of June, 1991.

Sherri B. Barden
NOTARY PUBLIC

My Commission Expires:
May 20, 1992

8850 06/28 0101 03CHECK 9916.00

WAC/91/West/ek-lhsb/91-95/cpm



OFFICIAL RECEIPT

FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 8385 PAGE 875

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT 3000000.00
CON TX 9900.00
PRFEE 1.00
WDEED 15.00
TOTAL 9916.00
CHECK 9916.00

06/28/91 01 10:38 0001 8850

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

26552

IDENTIFICATION REFERENCE

JUN 28 10 38 AM '91

No. 435837