SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of January, 1993, between The Nashville-Southeast I Motel, A Limited Partnership, a limited partnership created and existing under and by virtue of the laws of the State of Ohio, whose address is 6954 Americana Parkway, Reynoldsburg, Ohio ("Grantor") and Hospitality Investment Corp., a Michigan corporation, whose address is 4020 West Lafayette, Detroit, Michigan 48209 ("Grantee").

W I T N E S S E T H, that

Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by Grantee, and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, does hereby REMISE, RELEASE, ALIEN GRANT, BARGAIN, SELL AND CONVEY unto Grantee and to Grantee's successors and assigns, FOREVER, all the following described real estate situated in the County of Davidson and State of Tennessee, to wit:

See *Exhibit A* attached hereto

TOGETHER WITH all and singular the improvements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and any and all reversions, remainders, rents, issues, profits and proceeds thereof, and all estate, right, title, interest, claim or demand whatsoever of Grantor and its successors, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described, with all hereditaments and appurtenances, unto Grantee and Grantee's successors and assigns, FOREVER in fee simple.

Grantor, for itself and its successors, does hereby covenant, promise and agree, to and with Grantee and Grantee's successors and assigns that, Grantor is seized of said premises in fee simple except for the matters set forth in *Schedule X* attached hereto, it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, or the title thereto impaired, and it will WARRANT AND DEFEND the title to said premises, and all hereditaments and appurtenances, against the lawful claims and demands (except for the matters set forth in *Schedule X* attached hereto) of all persons claiming by, through or under the Grantor, but against none other. No other warranties of title are made hereby.

Grantor, for itself and its successors, does hereby further covenant, promise and agree that all past warranties given to Grantor and all future acquired interests of Grantor and its successors are hereby passed to Grantee and its successors and assigns.

Grantor's Source of Title: Harding-Antioch, Inc., a Tennessee corporation
Permanent Real Estate Index Number(s): Map 134-14-0 parcel 035.00
Address of Real Estate: 323 Harding Place, Nashville, Tennessee

89363.01.06
0846543

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed and delivered the day and year first above written.

THE NASHVILLE SOUTHEAST I MOTEL
An Ohio limited partnership

(SEAL)

By: LASALLE NATIONAL BANK, as Successor Indenture Trustee pursuant to an irrevocable Power of Attorney and Notice dated July 26, 1990 and filed in Book 8817, Page 806, in the Register's Office for Davidson County, Tennessee

Attest: _____

By: _____

Its: ~~Asst.~~ Secretary

By: _____

Its: ~~V~~E PRESIDENT

The consideration or value of this transaction (whichever is greater) is ~~$1,800,000.~~ 1,700,000.00

Signed and acknowledged in the presence of:

_____

Name: LISA E. JAMIESON

_____

Name: Georgia E. Tsirbas

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS
$ 1,700,000.00

_____
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE ~~1st~~ DAY OF Feb 19 93

_____
Deputy Register

Send subsequent tax bills to:

HOSPITALITY INVESTMENT CORP.
4020 West Lafayette
Detroit, Michigan 48209

This instrument prepared by and when recorded should be ~~returned to~~:

Franklin H. Top, III
CHAPMAN AND CUTLER
111 West Monroe Street
Chicago, IL 60603
(312) 845-3000

SCHEDULE X

(To Special Warranty Deed)

1. Declaration of Protective Covenants for Perimeter Park, of record in Book 5801, page 38, as corrected in Book 5920, page 427, said Register's Office.

2. Declaration of Restrictive Covenants, of record in Book 6145, page 123, said Register's Office.

3. Declaration of Restrictive Covenants, of record in Book 6297, page 371, said Register's Office.

4. All matters set forth on Plan of South Perimeter Park, Section 4, of record in Book 5200, page 799, said Register's Office, which includes a 15-foot minimum building setback line from Harding Place, an 8-foot public utility and drainage easement along the northerly line, a 20-foot public utility and drainage easement along the westerly line, a 25-foot public utility and drainage easement from the rear, a 10-foot public utility and drainage easement along the easterly line and a 15-foot X 15-foot NES Anchor easement on the northerly line of lot and a restriction that "no lot or lots shown hereon shall be subdivided, resubdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning Commission, and under no condition shall such lot or lots be made to produce less area than prescribed by the Restrictive Covenant as of record in Book 5801, page 38."

5. Any financing statement or other security instrument filed by Telerent Leasing Corp. relating to the current equipment lease for televisions.

6. Any financing statement or other security instrument filed by General Electric Capital Corporation relating to the current equipment lease for telephones and related equipment.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

SWORN and SUBSCRIBED on this 29th day of January, 1993, before me, a Notary Public in and for said county and state, personally appeared _____, who acknowledged himself to be a VICE PRESIDENT of LaSalle National Bank as Successor Indenture Trustee, and who acknowledged that he, as such _____ of said banking association, being duly authorized by the Board of Directors of said banking association, did execute the foregoing instrument for and on behalf of said banking association and that such signing is the free act and deed of said banking association for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Starla R. Amicks
Notary Public, State of Illinois
My Commission Expires May 25, 1994

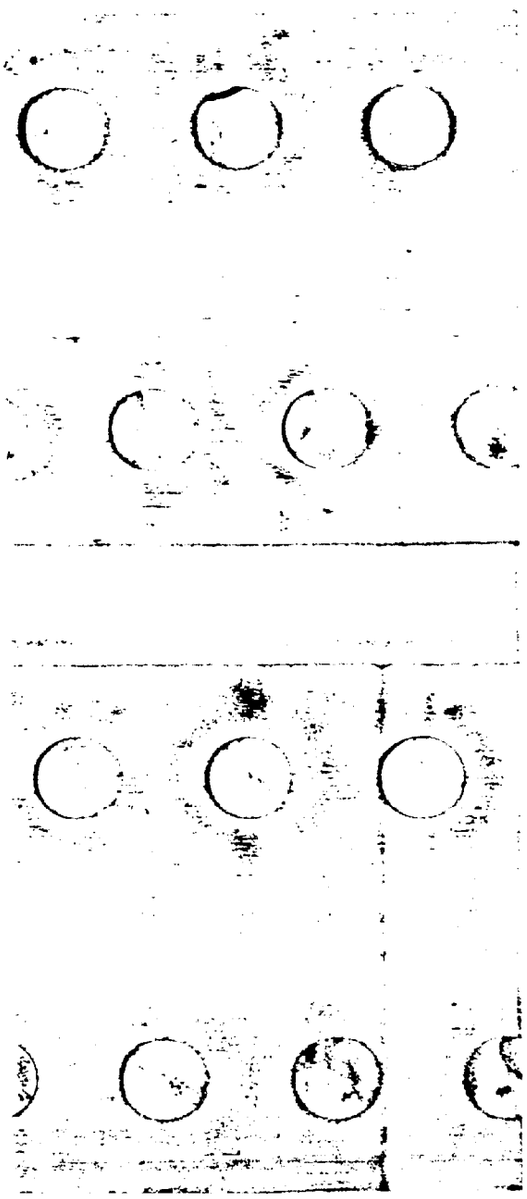
EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of South Perimeter Park, Section 4, of record in Book 5200, page 799, Register's Office for Davidson County, Tennessee, described as follows:

Said Lot No. 1 fronts on a curved line in the southeasterly margin of Harding Place, 315.45 feet and extends back 540.14 feet on the broken easterly line and 303.48 feet on the westerly line, to a broken "rear line," measuring 651.61 feet thereon.

Being the same property conveyed to Nashville Southeast I Motel, a limited partnership, an Ohio limited partnership, by Warranty Deed from Harding-Antioch, Inc., a Tennessee corporation, of record in Book 6311, page 247, said Register's Office.

90140
IDENTIFICATION REFERENCE
FEB 5 2 01 PM '93
LOIS Z. WILSON REGISTER
DAVIDSON COUNTY, TN
PICK-UP
3398 02/05 2101 036CHECK 6311.00



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

RECEIVED OF _____

FOR _____

BOOK 8859 PAGE 85

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

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT
				1700000.00
				CON TX 6290.00
				PRFEE 1.00
				WDEED 20.00
				TOTAL 6311.00
				CHECK 6311.00
			02/05/93 01	13:59 0001 0398

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

90140

IDENTIFICATION REFERENCE

FEB 5 2 01 PM '93

F. Z. WILSON II REG. STEP
DAVIDSON COUNTY, TN

No. 618909