Send tax bills to:
NBH, Incorporated
c/o Johnny Walker
97 Wallace Road
Nashville, TN 37211

Map 71-6 & Parcel #27

00268494

35

WARRANTY DEED BOOK 8973 PAGE 877

STATE OF TENNESSEE)
) KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF DAVIDSON)

DRURY INNS, INC., a Missouri Corporation ("Drury"),

with principal offices at 200 Farrar, Cape Girardeau, Missouri 63701, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto

NBH, INCORPORATED, a Tennessee corporation ("Grantee"),

with principal offices at 97 Wallace Road, Nashville, Tennessee 37211, real property in the City of Nashville, Davidson County, Tennessee, as described on Exhibit A attached hereto and made a part hereof (the "Premises").

GRANTEE COVENANTS AND WARRANTS (by its acceptance of this Deed) that all "Pear Tree Inn by Drury" sign panels (the "Signs") on the premises will be removed, at Grantee's sole cost and expense on or before August 5, 1993 (the "Removal Date") and made available for pick up by Drury on such date. The Signs shall be returned to Drury in the same condition as they now exist, ordinary wear and tear excepted. Grantee shall also, on or before the Removal Date, remove from the premises and return to Drury, at Grantee's sole cost and expense, all promotional materials and any other items bearing the "Pear Tree Inn by Drury" name ("Pear Tree Items"). If the Signs remain erected with the words "Pear Tree Inn by Drury" visible and/or any Pear Tree Items remain on the premises after the Removal Date, contractors, agents or employees of Drury are hereby irrevocably authorized and granted permission, without being deemed guilty of trespass or conversion, to enter upon the premises and remove the Signs and any Pear Tree Items. The actual costs and expenses of such removal shall be the sole responsibility of Grantee. Risk of loss with respect to the Signs shall be borne by the Grantee until the Signs are delivered to Drury. Grantee will also include Drury as an additional insured on all insurance obtained in connection with the premises so long as the Signs or Pear Tree Items remain visible on the premises (including a contractual liability endorsement) and a certificate evidencing such coverage will be provided Drury upon request. Grantee agrees to defend, protect, indemnify and hold Drury harmless from and against any and all claims, losses, costs, expenses (including reasonable attorney's fees), obligations and liabilities arising from, or relating to, Grantee's operation of the motel located on the premises, unless such claim or loss results from the negligence of Drury's employees or agents.

This conveyance is subject to any and all set-back lines, conditions, restrictions, covenants and easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assignees forever to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 4th day of June, 1993.

DRURY INNS, INC.

(SEAL)

By: _____
Charles L. Drury, Jr.
President

ATTEST:

_____
Joseph B. Pereles
Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 4th day of June, 1993, before me personally appeared CHARLES L. DRURY, JR., to me personally known, who being by me duly sworn, did say that he is President of Drury Inns, Inc., a corporation of the state of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Charles L. Drury acknowledged said instrument to be the free act and deed of said corporation, and for the purposes and consideration shown therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in St. Louis County, Missouri, the day and year first above written.

(SEAL)

My Commission Expires: MARY C. HERMAN
NOTARY PUBLIC—STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUNE 18, 1995

_____
Notary Public

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CONSIDERATION AFFIDAVIT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

The actual consideration or the fair market value, whichever is greater, for the transaction is $1,025,000.00.

NBH, Incorporated

By: Johnny Walker
Johnny Walker, President

Sworn and subscribed to before me. June 7, 1993.

Notary Public

My commission expires:
Mar. 4, 1995

CAROLYN W. LEENOR
NOTARY AT LARGE
STATE OF TENNESSEE

EXHIBIT A

TRACT 1

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, being Lot 1 on the plan of E. C. Scruggs 2nd Avondale Addition, as recorded in Plat Book 4460, page 168, R.O.D.C., Tennessee, and being more fully described according to a survey of Ragan-Smith-Murphy & Associates, Inc. dated March 26, 1987, last revised May 26, 1987 (Job No. 87-038) as follows:

BEGINNING at a railroad spike set on the south right-of-way line of Avondale Circle, a 50-foot road, at the easterly end of the southeasterly return curve at the intersection of Avondale Circle and Hampton Street, a 50-foot road, and proceeding as follows:

1. With the south right-of-way line of Avondale Circle, N 79° 43' 00" E, for a distance of 113.72 feet to a point for corner, said point being the northwest corner of an existing 12-foot alley; thence,

2. Along the west line of said alley, S 14° 09' 00" E for a distance of 218.98 feet to a point for corner, said point being the westerly point of a line intersecting the said 12-foot alley and the eastwardly corner of this tract; thence,

3. With a northeastwardly line intersecting said 12-foot alley, N 75° 47' 00" E, for a distance of 12.00 feet to an existing iron pin, said point being in the southwest corner of a tract conveyed to Bruce E. Griffith, et ux, by deed recorded in Book 4320, page 207, R.O.D.C., Tennessee; thence,

4. With the south line of Griffith, N 75° 47' 00" E, 110.59 feet to an existing iron pin on the west right-of-way line of Brick Church Pike; thence,

5. With said line S 6° 45' 00" W, 224.03 feet to an existing iron pin at the northeast corner of a tract conveyed to Exxon Company, U.S.A., by deed recorded in Book 4649, page 867, R.O.D.C., Tennessee; thence,

6. With the north line of Exxon S 88° 11' 21" W, 187.15 feet to an existing iron pin on the east right-of-way line of Hampton Street; thence,

EXHIBIT A (cont.)

7. With said line N 14° 09' 00" W, 370.86 feet to a railroad spike set; thence

8. With a 25-foot radius curve to the right, a distance of 40.96 feet to the POINT OF BEGINNING, said curve has a chord bearing and distance of N 32° 47' 00" E, 36.53 feet.

The above described tract contains 74,141 square feet or 1.702 acres, more or less.

Being the same property conveyed to Drury Inns, Inc. from Anne Payne Swift and Lee Swift by Warranty Deed of record in Book 7328, page 26.

TRACT 2

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a 12-foot alley on the plan of E. C. Scruggs 2nd Avondale Addition, as recorded in Plat Book 4460, page 168, R.O.D.C., Tennessee, and being more fully described according to a survey of Ragan-Smith-Murphy & Associates, Inc. dated March 26, 1987, last revised May 25, 1987 (Job No. 87-038) as follows:

BEGINNING at an existing railroad spike on the south right-of-way of Avondale Circle, a 50-foot road, at the northwest corner of a tract conveyed to Bruce E. Griffith, et ux, by deed recorded in Book 4320, page 207, R.O.D.C., Tennessee; thence,

1. With the west line of Griffith, S 14° 09' 00" E, for a distance of 218.06 feet to an existing iron pin, said point being the southwest corner of said Griffith property; thence,

2. With a southwestwardly line intersecting a tract conveyed to Anne P. Swift, by deeds of record in Book 4649, page 867, Book 4640, pae 398 and Book 4640, page 400, S 14° 09' 00" E, for a distance of 100.00 feet to a point for corner, said point being the northeast corner of an adjoining 12-foot alley closed by Council Bill 63-168, and the southeast corner of this tract; thence,

3. With a common line between said alleys S 75° 51' 00" W, for a distance of 12.00 feet to a point for corner; thence,

4. With a line intersecting said tract conveyed to Anne P. Swift, N 14° 09' 00" W, for a distance of 99.99 feet to a point for corner; thence,

5. With a common property line of said Anne P. Swift property and this tract, N 14° 09' 00" W, for a distance of 218.98 feet to a point for corner, said point being in the south right-of-way line of Avondale Circle; thence,

6. Continuing along said right-of-way line, N 79° 43' 00" E, for a distance of 12.00 feet to the POINT OF BEGINNING, and containing 3,822.79 square feet or .087 acres of land more or less.

Being the same property conveyed to Drury Inns, Inc. from Anne Payne Swift and Lee Swift by Quit Claim Deed of record in Book 7328, page 31.

Included but Excluded:

A tract of land in the First Civil District of Metropolitan Nashville, Davidson County, Tennessee, being a portion of a 12-foot alley on the plan of E. C. Scruggs 2nd Avondale Addition, as recorded in Plat Book 4460, page 168, R.O.D.C., Tennessee, and being more fully described according to a survey of Ragan-Smith-Murphy & Associates, Inc. dated March 26, 1987, last revised May 25, 1987 (Job No. 87-038) as follows:

BEGINNING at an existing railroad spike on the south right-of-way of Avondale Circle, a 50-foot road, at the northwest corner of a tract conveyed to Bruce E. Griffith, et ux, by deed recorded in Book 4320, page 207, R.O.D.C., Tennessee; thence,

1. With the west line of Griffith, South 14 deg. 09 min. 00 sec. East, for a distance of 218.06 feet to an existing iron pin, said point being the southwest corner of said Griffith property; thence,

2. South 75 deg. 47 min. 00 sec. West, for a distance of 12.00 feet to a point for corner in the easterly line of Drury Inn, as described in Tract 1; thence,

3. With said easterly line of Drury Inn, North 14 deg. 09 min. 00 sec. West for a distance of 218.98 feet to a point for corner, said point being in the south right-of-way line of Avondale Circle; thence,

4. Continuing along said right-of-way line, North 79 deg. 43 min. 00 sec. East for a distance of 12.00 feet to the point of beginning.

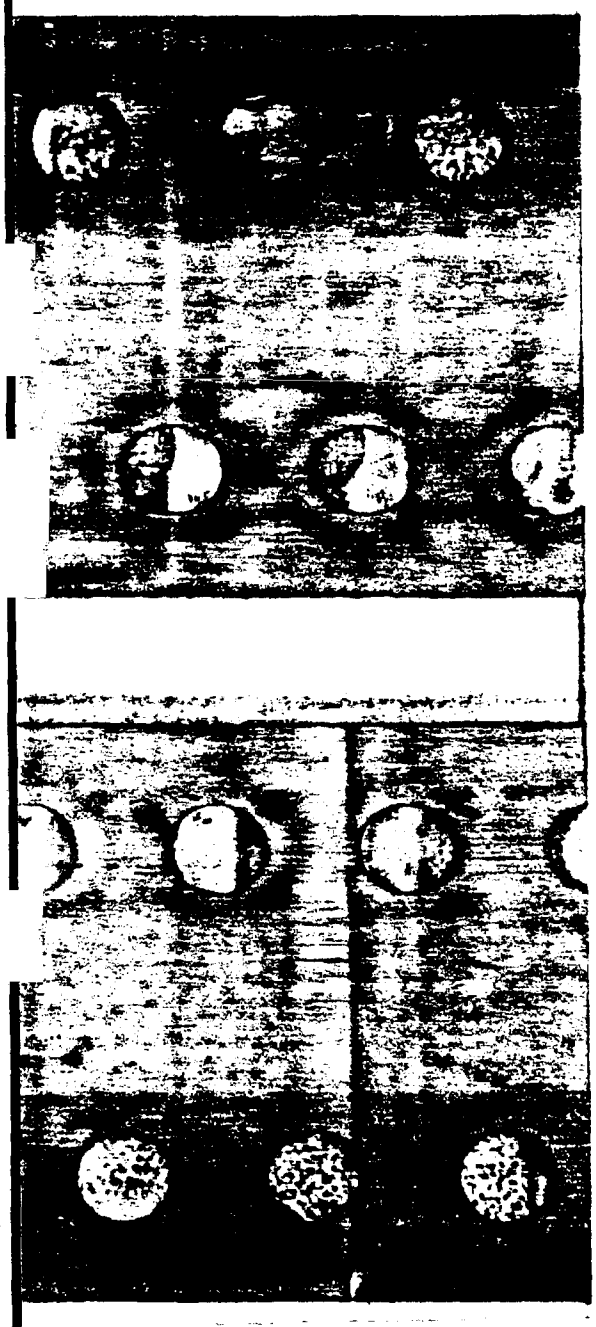
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IDENTIFICATION REFERENCE

JUN 7 3 59 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

4573 06/07 0101 03CHECK 3821.50



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

RECEIVED OF _____

FOR _____

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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 1025000.00
CON TX 3792.50
PRFEE 1.00
WDEED 28.00
TOTAL 3821.50
CHECK 3821.50

06/07/93 01 15:59 0001 4573

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

2765.0

IDENTIFT REFERENCE

JUN 7 3 59 PM '93

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 659899