SUCCESSOR TRUSTEE'S DEED AND QUITCLAIM BILL OF SALE

Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
LaQuinta Development Partners, L.P. P. O. Box 2636 San Antonio, TX 78299-2636	95-10-126	NEW OWNER
This instrument prepared by: Boult, Cummings, Conners & Berry 222 Third Avenue North, P.O. Box 198062, Nashville, TN 37219		

WHEREAS, Days Inns of America, Inc., by Deed of Trust (the "Deed of Trust") dated as of December 28, 1984, transferred and conveyed to John B. Hardcastle, Trustee, the property described in Exhibit A hereto (the "Property") (the Deed of Trust being of record in Book 6460, page 690, Register's Office for Davidson County, Tennessee); and

WHEREAS, the Deed of Trust was assumed by Calvert Property NDI Limited Partnership by that certain Assumption Agreement dated as of December 29, 1986; and

WHEREAS, the Deed of Trust was amended by that First Amendment to Deed of Trust dated as of December 29, 1986, of record in Book 7087, page 737, said Register's Office; as well as by that Second Amendment to Deed of Trust dated as of October 1, 1989, of record in Book 7999, page 879, said Register's Office; as well as by that Third Amendment to Deed of Trust dated as of December 30, 1991, of record in Book 8532, page 879, said Register's Office; and

WHEREAS, a Successor Trustee has been appointed by the lawful owner and holder of the indebtedness secured by the Deed of Trust (said Appointment of Successor Trustee being of record in Book 9054, page 508, said Register's Office); and

WHEREAS, the indebtedness secured by the Deed of Trust has become overdue and unpaid, and the lawful holder and owner of said debt has called upon the Successor Trustee to foreclose the Deed of Trust; and

WHEREAS, the Successor Trustee, after due advertisement as required by law and as required by the terms of the Deed of Trust, offered the Property for sale to the highest bidder for cash, at public outcry, at twelve o'clock (noon), Friday, September 24, 1993, at the front door of the Davidson County Courthouse, Nashville, Tennessee when and where LaQuinta Development Partners, L.P. ("Grantee"), became the last and highest bidder for cash at the price of Three Million Two Hundred Twenty Thousand Dollars ($3,220,000).

NOW, THEREFORE, in his capacity as Successor Trustee, and not otherwise, and in consideration of the premises and payment of the sum stated above, the receipt and sufficiency of which are acknowledged, Charles S. Sanger, Successor Trustee hereby conveys the Property to the Grantee and the Grantee's heirs or successors and assigns.

TO HAVE AND TO HOLD the Property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same.

The Successor Trustee, in his capacity as such and not otherwise, hereby further conveys to the Grantee the following described personal property in as full and complete manner as the undersigned, in his capacity as Successor Trustee, and not otherwise, has the power to convey the same:

> All of the rights of Calvert Property NDI Limited Partnership ("Grantor"), if any, in personal property located on or used in the operation of the above-described real property, including, but not limited to all machinery, equipment, fixtures, accessions, materials, furnishings, and other tangible personal property owned by the Grantor and located on the Property, and substitutions therefor and replacements thereof; together with all accounts receivable income from and general intangibles related to or generated from Grantor's operation of a hotel/motel or other business enterprise on the property, and all products and proceeds thereof; and all products and proceeds, including insurance proceeds, of any or all of the foregoing; and all of the right, title, and interest of the Grantor in, to, and under all leases, rental agreements, and all guaranties of such leases or rental agreements, now or hereafter existing, including any and all extensions, renewals, and modifications thereof and guaranties of the performance or obligations of any tenants or lessees thereunder; together with all of the right, title, and interest of the Grantor in and to all rents, issues, and profits from the Leases and from the Property.

The personal property described above is hereafter referred to as the "Personalty"

The Successor Trustee, in his capacity as such and not otherwise, warrants the title to the Personalty to the Grantee and Grantee's successors and assigns, only against the lawful claims of all persons claiming by, through or under him. The Personalty is sold "as is" and the Successor Trustee does not make any warranty as to the quality or quantity thereof. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY DISCLAIMED.

The State of Tennessee claims a lien against the Property pursuant to T.C.A. §67-1-1403 as set forth in that Notice of State Tax Lien of record in Book 8571, page 749, Register's Office for Davidson County, Tennessee. The notice required by T.C.A. §67-1-1433(b)(1) has been timely given in order for the Property not to be subject to such lien or claim of lien. A copy of the notice provided to the State of Tennessee and the response, if any, is attached hereto as Exhibit B. The Property is subject to the right of the State of Tennessee to redeem the Property as more fully set forth in T.C.A. §67-1-1433(c)(1).

Charles S. Sanger, as Successor Trustee, and not otherwise, warrants the title to the Property to the Grantee and Grantee's heirs or successors and assigns, against the lawful claims of all persons claiming by, through or under him. The Property is sold, however, without any other warranty as to the quantity or quality thereof, and expressly subject to the following:

1. Any and all unpaid taxes and assessments, plus interest and penalty, if any.

2. Restrictive covenants contained in instrument of record in Book 6306, page 80, as amended in Book 6363, page 442, Register's Office for Davidson County, Tennessee.

3. Plan of record in Book 6200, page 139, said Register's Office.

4. Any and all other prior restrictions, encumbrances, or liens of any nature including without limitation the right(s) of redemption of any taxing authority.

Words used herein indicating number or gender shall be read as context may require.

Dated this 24th day of September, 1993.

Charles S. Sanger

Charles S. Sanger, as Successor
Trustee, and not otherwise

80939/KTB
066601-106/ 9/24/93

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Carol A. Wilson a Notary Public in and for said County and State, the within named Charles S. Sanger, Successor Trustee, the bargainor, with whom I am personally acquainted (or to me proved on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 24th day of September, 1993.

Carol A. Wilson
Notary Public

My Commission Expires: 11-20-96

The actual consideration for this transfer or value of the property transferred, whichever is greater, is $ 3,220,000.00.

AFFIANT

Subscribed and sworn to before me this 24th day of September, 1993.

Notary Public

My Commission Expires: 5/23/94

80939/KTB
066601-106/ 9/24/93

EXHIBIT A BOOK 9032 PAGE 382

Land in Davidson County, Tennessee, being Lot 5, Part One, Phase Two of the Atrium as depicted on plat of record in Book 6200, page 139, Register's Office of Davidson County, Tennessee and being more particularly described as follows:

Beginning at a concrete monument in the Southwesterly margin of Atrium Way at the Northwest corner of Lot 3 of the Atrium, Phase One, of record in Plat Book 5200, page 538, R.O.D.C., TN; thence leaving the margin of said road and with the Westerly line of said Lot 3 S 04 deg. 09 min. 13 sec. West 328.35' to a point in the center of Simms Branch, being in the Northerly line of the property leased by Holiday Inns, Inc.; thence with the said leased property and with the center of said branch N 84 deg. 52 min. 11 sec. W 160.24 feet to a point in the Easterly right of way of Briley Parkway; thence leaving said leased property and Simms Branch, and running with the right of way of Briley Parkway the following calls: N 15 deg. 31 min. 22 sec. W 166.93' to a point; thence N 14 deg. 49 min. 22 sec. W 236.50 feet to a point; thence N 13 deg. 46 min. 14 sec. W 196.63 feet to a concrete highway marker; thence leaving the right of way of Briley Parkway N 70 deg. 52 min. 36 sec. E 82.30 feet to a point in the Southwesterly margin of Atrium Way; thence with said margin to following calls; S 24 deg. 28 min. 42 sec. E 77.35 feet to a point; thence with a curve to the left, having a radius of 290.00 feet and along chord of 130.79 feet, said chord having a bearing of S 37 deg. 30 min. 37 sec. E, a distance along the curve of 131.92 feet to a point; thence S 50 deg. 32 min. 32 sec. E 188.99 feet to the point of beginning, containing 2.562 acres more or less.

Being the same property conveyed to Days Inns of America Inc., a Georgia corporation by deed from Allied Lakewood Bank, as Trustee of Edison-LBJ Associates, Ltd., of record in Book 6431, page 379, Register's Office for Davidson County, and being the same property conveyed to Calvert Property NDI Limited Partnership by deed from Days Inns of America, Inc. of record in Book 6873, page 151, said Register's Office.

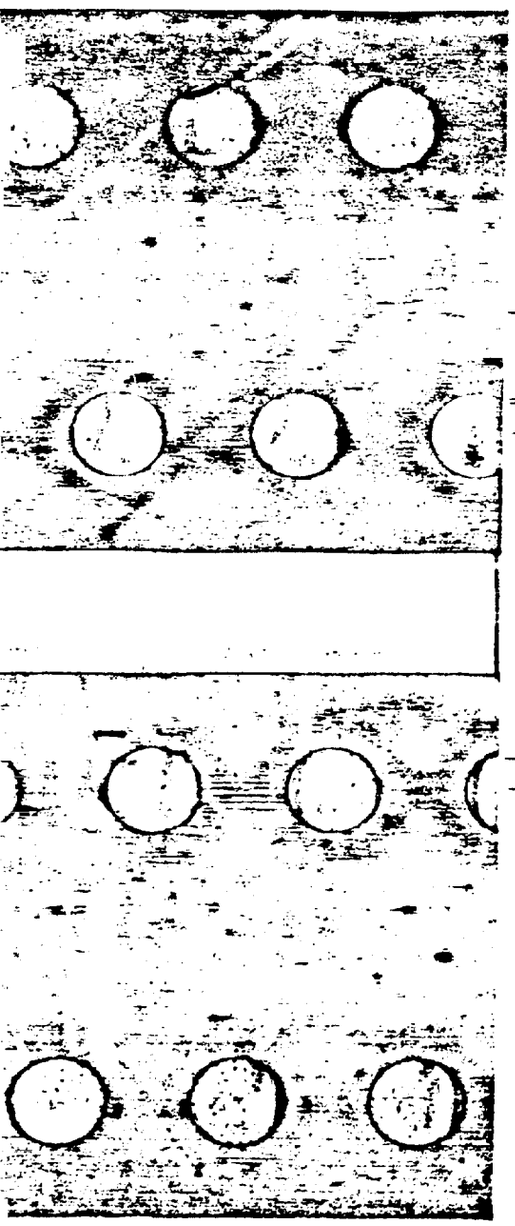
IDENTIF. & REFERENCE

93 SEP 27 AM 11:43
FELIX Z. ... REGISTER
DAVIDSON COUNTY, TN.

9840 09/27 0101 03CHECK 11935.00

PICK-UP

80939/KTB
066601-106/ 9/24/93



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

RECEIVED OF _____

FOR _____

BOOK 9092 PAGE 383

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 3220000.00	
			CON TX 11914.00	
			PRFEE 1.00	
			WDEED 20.00	
			TOTAL 11935.00	
			CHECK 11935.00	
09/27/93	01		11:45 0001 9840	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

67020
IDENTIF. & REFERENCE

93 SEP 27 AM 11:43
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

No. 702210