0593494 Bk 49

IDENTIF. ↑ REFERENCE

99 JUN -1 PM 12:51

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

Prepared by:

Paul M. Lambert, Esq.
FFCA
17207 North Perimeter Drive
Scottsdale, Arizona 85255

BOOK 11502 PG. 427

SPECIAL WARRANTY DEED

THIS INDENTURE, made and entered into this 28 day of May, 1999, by and between FFCA ACQUISITION CORPORATION ("FFCA"), duly organized under and by virtue of the laws of the State of Delaware, party of the first part, and DRURY HOTELS CORP. ("DRURY"), duly organized under and by virtue of the laws of the State of Missouri, party of the second part.

WITNESSETH: That for and in consideration of the sum of FIVE THOUSAND DOLLARS AND 00/100 DOLLARS ($5,000.00), cash in hand paid, and other good and valuable considerations, including, without limitation, the construction of certain improvements by the party of the second part on the adjacent property of the party of the first part as provided in that certain Agreement of Sale dated as of April 27, 1999, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the real estate situated and being in Nashville, County of Davidson, State of Tennessee, together with the curbs, asphalt paving and other improvements thereon, legally described on Exhibit A attached hereto, together with all the appurtenances and hereditaments thereto (the "Premises"), subject to all taxes, assessments, liens, easements, encumbrances and restrictions of record and all matters that an accurate inspection or survey of the Property would disclose.

Tax parcel identification numbers: 108-1-64
Municipal address known as: 551 Donelson Pike, Nashville Tn 37214

The said party of the first part does hereby covenant with the party of the second part that it is the lawful owner in fee of the Premises, and that it has good right to sell and convey the same; and that the party of the first part will warrant and defend the same against all claims and demands arising under the party of the first part, but against none other, subject to the matters above set forth.

Whenever the word "party" is used herein, it shall mean "parties" if there are more than one person referred to and whenever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

Fee simple title to the Premises shall automatically revert back to the party of the first part should the party of the second part not construct and open for business at least a four-story Drury Inn & Suites Hotel on the real property described on the attached Exhibit B within three (3) years and three (3) months of the date hereof (the "Reversion Date"). Further, it is acknowledged and agreed that title to the Premises shall automatically revert to the party of the first part free and clear of all liens and encumbrances against the Premises created or allowed by the party of the second part. Under no circumstances shall all or any part of the consideration paid by the party of the second part to the party of the first part be returned to the party of the second part if title to the Premises reverts to the party of the first part.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed by and through its duly authorized officer as of this 28 day of May, 1999.

ATTEST:

FFCA ACQUISITION CORPORATION,
a Delaware corporation

By _____
Printed Name Dennis L. Ruben
Its Executive Vice President

By _____
Harold W. Vinson
Senior Vice President

[SEAL]

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Harold W. Vinson and Dennis L. Ruben, with whom I am personally acquainted, and who upon oath, acknowledged themselves to be a Senior Vice President and Executive Vice President, respectively, of FFCA Acquisition Corporation, a Delaware corporation, the within named bargainor, a corporation, and that they executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation, as Senior Vice President and Executive Vice President

Witness my hand and seal this 20th day of May, 1999.

_____
Angela DeBellis
Notary Public

My Commission Expires:
3/15/2003

OFFICIAL SEAL
ANGELA DEBELLIS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires March 15, 2003

8000-4030

CONSIDERATION AFFIDAVIT

I, hereby swear or affirm that, to the best of Affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $5,000.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

DRURY HOTELS CORP.,
a Missouri corporation

Affiant

Subscribed and sworn to before me this 28th day of April, 1999.

Notary Public

Darleen F. Mueller, Notary Public
St. Louis County, State of Missouri
My Commission Expires 8/10/2002

Upon recording Return
and send tax bills to:

Drury Hotels Corp.
10801 Pear Tree Lane
St. Louis, Missouri 63074

EXHIBIT A

BOOK 11502 PG. 430

96-106/5307
DAJ

PROPERTY DESCRIPTION

Being a portion of Lot 3 resubdivision of revised Lot 2 Donelson Village of record in Plat Book 5190, Page 582, R.O.D.C.T. and being more particularly described as follows:

Beginning on an iron pin (Old) located at the southeast corner of Lot 3 resubdivision of revised Lot 2 Donelson Village of record in Plat Book 5190 Page 582 R.O.D.C.T., said pin also being the southeast corner of subject tract, said pin also being a corner to original Lot 2 resubdivision of a part of revised Lot 2 Donelson Village Section 4 of record in Plat Book 6200 Page 08, R.O.D.C.T.; thence,
With said original Lot 2 North 82° 07' 41" W, 106.56 feet to an iron pin (new); thence,
With a new line severing said Lot 3 North 87° 27' 19" East 108.35 feet to an iron pin (new) in the line of said original Lot 2; thence,
With said original Lot 2 South 07° 53' 04" West 19.59 feet to the point of beginning. Containing 1,043.74 square feet or 0.024 acres, more or less.

Being a portion of the same property conveyed to FFCA Acquisition Corporation by deed of record in Book 9869, page 381, RODC.

0101 03CHECK 37.50

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11502 PG. 431

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	CFEE - COMPUTER FEE	PRFEE - PROBATE FEE

0593494

IDENTIF. & REFERENCE

99 JUN -1 PM 12:51

BILL GARRETT REGISTER
DAVIDSON COUNTY, TN.

CAMT	5000.00
CON TX	18.50
PRFEE	1.00
WDEED	16.00
CFEE	2.00
TOTAL	37.50
CHECK	37.50

06/01/99 01 12:54 0001 2985

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1467526