51-B

This Instrument Prepared By:
Sidwell & Barrett, P.C.
121 First Avenue North, Suite 200
Franklin, Tennessee 37064

BOOK 11629 PAGE 182

ADDRESS NEW OWNERS: PARCEL:	SEND TAX BILLS TO:	MAP AND
AM&PS, LLC c/o Super 8 Motel 720 Royal Parkway Nashville, TN 37214	Same	163-00-0-367.00

STATE OF TENNESSEE
COUNTY OF

The actual consideration or value, whichever is greater, for this transfer is $3,800,000.00

Affiant

Sworn to and subscribed before me
this 20 day of August, 1999.

Notary Public
My Commission Expires: 9-11-2001

RUSSELL JOHN McCANN
NOTARY PUBLIC AT LARGE
WILLIAMSON COUNTY, TENN.

99 AUG 20 PM 3:44
ALL TAXES PAID IN CLIENTS
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
062698

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 ($10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Crossings II, LLC**, hereinafter called the **GRANTOR**, has bargained and sold, and by these presents does hereby transfer and convey unto **AM&PS, LLC**, hereinafter called the **GRANTEE**, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows:

Lot Three-B (3-B), Resubdivision of Lot Three (3), Section One (1), The Crossings at Hickory Hollow, as shown by plat recorded in Plat Book 9700, page 34, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Crossings II, LLC, from Crossings Hospitality, LLC, by Deed of record in Book 9853, page 001, said register's office.

This conveyance is made subject to the following:

1. County taxes for the year 1999 are a lien but not yet due and payable. Said taxes have been prorated between the parties as of the date of this instrument, with the GRANTORS paying their prorata share thereof to GRANTEES who will be responsible for payment of said taxes when they become due and payable.

2. Restrictions as contained in 5125, page 769, as amended in Book 5189, page 947, Deed Book 5337, page 933, Deed Book 5441, page 968, Deed Book page 5792, page 491, Deed Book 5951, page 26, Deed Book 6011, page 163, Book 6095, page 948, as amended by Agreement concerning said restrictions in Book 6321, page 311, said Register's Office.

3. Easements give to Metropolitan Government of Nashville and Davidson County through the Electric Power Board recorded in Book 6025, page 813, said Register's Office, for overhead power line with right to enter and right to clear, etc., as more particularly described in said instrument, as to the south 25 feet.

4. Declaration of Easements and Restrictive Covenants of record in Book 9296, page 761, as amended by instrument of record in Book 9808, page 104, said Register's Office.

5. Sign Easement Agreement of record in Book 9808, page 111, and as shown by dotted lines, or as specified in Plat Book 9700, page 34, said Register's Office.

6. Declaration of Restrictive Covenants (Re: Hotels) of record in Book 9808, page 118, said Register's Office.

7. Twenty (20) foot Landscape and Utility Easement as shown by dotted lines, or as specified in Plat Book 9700, page 34, said Register's Office.

8. Ten (10) foot Building setback line as shown by dotted liens, or as specified in Plat Book 9700, page 34, said Register's Office.

9. Eight (8) inch Sewer Line Easement as shown by dotted lines, or as specified in Plat Book 9700, page 34, said Register's Office.

10. Conditions, restrictions, reservations, limitations, easements, etc., as set out in Plat Book 9700 page 34, said Register's Office.

TO HAVE AND TO HOLD said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to said **GRANTEE**, its successors and assigns, forever.

GRANTOR does hereby covenant with **GRANTEE** that **GRANTOR** has not made, done, executed, allowed or suffered any act, instrument or thing whatsoever whereby said land, or any part thereof, now or at any time hereafter shall be charged or encumbered in any manner whatsoever; and **GRANTOR** does further covenant and bind itself, its successors and representatives, to warrant and forever defend the title to said land to said **GRANTEE**, its successors and assigns, against the lawful claims of all persons claiming by, through or under said **GRANTOR**, but not otherwise.

This is improved property known as 210 Crossings Place, or 200 Crossings Place according to the Tax Assessors Office, operating as a Hampton Inn.

WITNESS my hand this 18 day of August, 1999.

Crossings II, LLC

BY: _____

C.B. Harbour, III, Chief Manager

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared C.B. Harbour, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Crossings II, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Governor, executed the foregoing instrument with authority and for the purpose therein contained, by signing the name of the corporation by himself as Chief Manager.

Witness my hand, this 18 day of August, 1999.

Notary Public

My Commission Expires: 5-7-02

CHANCELLER NOTARY PUBLIC AT LARGE HAMILTON CO

9941 08/20 0101 03CHECK 14075.00

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

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

BOOK 11629 PAGE 185

0626988

IDENTIFICATION REFERENCE

99 AUG 20 PM 3:44

REGISTER
DAVIDSON COUNTY, TN.

CAMT
30000000.00
CON TX 14060.00
PRFEE 1.00
WDEED 12.00
CFEE 2.00
TOTAL 14075.00
CHECK 14075.00

08/20/99 01 15:44 0001 8941

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1504963