51-B

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

BOOK 11629 PAGE 186

ADDRESS NEW OWNERS:	SEND TAX BILLS TO:	MAP AND PARCEL:
AM&PS, LLC c/o Super 8 Motel 720 Royal Parkway Nashville, TN 37214	Same	163-00-0-363.00

STATE OF TENNESSEE
COUNTY OF

The actual consideration or value, whichever is greater, for this transfer is $5,800,000.00

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 3:45
REGISTER
WILLIAMSON COUNTY, TN.

INSTRUMENT # AND REFERENCE
06266989

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 Hospitality, 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 Four (4), Plat of Resubdivision of Lot One (1), Section One (1), The Crossings at Hickory Hollow, as shown by plat recorded in Plat Book 7900, page 698, in the Register's Office of Davidson County, Tennessee.

Being the same property conveyed to Crossings Hospitality, LLC, from Harco Hospitality of Tennessee, LLC, by Deed of record in Book 9750, page 664, said register's office.

This conveyance is made subject to the following:

0942 09/20 0101 03CHECK 21475.00

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. Twenty-five (25) foot Overhead Power Line Easement as set out in instrument recorded in Book 6025, page 813, said Register's Office.

3. Conditions, restrictions, reservations, limitations, easements, etc., as set out in instrument recorded in Book 9296, page 761, said Register's Office.

4. Twenty (20) foot Sewer Easement as shown by dotted lines, as as specified on said plat.

5. Fifteen (15) foot and Twenty (20) foot Drainage Easement as shown by dotted lines, or as specified on said plat.

6. Building setback line as shown by dotted lines, or as specified on said plat.

7. Twenty-five (25) foot Easement as shown by dotted lines, as specified on said plat.

8. Conditions, restrictions, reservations, limitations, easements, etc., as set out on recorded plat.

9. Restrictions in "Declaration of Protective Covenants for Hickory Hollow" as set forth in instrument recorded in Deed Book 5125, page 769, et seq. and as amended and restated by instruments recorded in the following: Deed Book 5189, page 947 et seq., Deed Book 5337, page 933 et seq., Deed Book 5441, page 968 et seq., Deed Book page 5792, page 491 et seq., Deed Book 5951, page 26 et seq., Deed Book 6011, page 163 et seq., Book 6095, page 948 et seq., and as amended by Agreement set forth in instrument recorded in Deed Book 6321, page 311, et seq., all recorded in the Register's Office for Davidson County, Tennessee.

10. Lien of Assessments in "Declaration of Protective Covenants for Hickory Hollow" as set forth in instrument recorded in Deed Book 5125, page 769 et seq. and as amended and restated by instruments recorded in the following: Deed Book 5189, page 947 et seq., Deed Book 5337, page 933 et seq., Deed Book 5441, page 968 et seq., Deed Book page 5792, page 491 et seq., Deed Book 5951, page 26 et seq., Deed Book 6011, page 163 et seq., Book 6095, page 948 et seq., and as amended by Agreement set forth in instrument recorded in Deed Book 6321, page 311, et seq., all recorded in the Register's Office for Davidson County, Tennessee.

11. All other matters set forth in "Declaration of Protective Covenants for Hickory Hollow" as set forth in instrument recorded in Deed Book 5125, page 769 et seq. and as amended and restated by instruments recorded in the following: Deed Book 5189, page 947 et seq., Deed Book 5337, page 933 et seq., Deed Book 5441, page 968 et seq., Deed Book page 5792, page 491 et seq., Deed Book 5951, page 26 et seq., Deed Book 6011, page 163 et seq., Book 6095, page 948 et seq., and as amended by Agreement set forth in instrument recorded in Deed Book 6321, page 311, et seq., all recorded in the Register's Office for Davidson County, Tennessee

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 201 Crossings Place, operating as a Holiday Inn.

WITNESS my hand this 16 day of August, 1999.

Crossings Hospitality, 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 Hospitality, 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 16 day of August, 1999.

_____
Notary Public

My Commission Expires: 5-7-02

CHANDLEA NOTARY PUBLIC AT LARGE HAMILTON CO

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

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0626989

IDENTIF. # REFERENCE

99 AUG 20 PM 3:45

REGISTER
DAVIDSON COUNTY, TN.

CAMT	
	5800000.00
CON TX	21460.00
PRFEE	1.00
WDEED	12.00
CFEE	2.00
TOTAL	21475.00
CHECK	21475.00

08/20/99 01 15:44 0001 8942

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1504964