3

THIS INSTRUMENT PREPARED BY:

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Instr:20000710006820S Page: 1 OF 5
REC'D FOR REC 07/10/2000 2:27:34PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $11844.43

SPECIAL WARRANTY DEED

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
REGENCY STONE VENTURES LIMITED PARTNERSHIP	REGENCY STONE VENTURES LIMITED PARTNERSHIP	Tax Map 95-7
c/o Regency Inns Management, Inc. 2600 North Louis Avenue Attn: Robert J. Thimjon	c/o Regency Inns Management, Inc. 2600 North Louis Avenue Attn: Robert J. Thimjon	
Sioux Falls, SD 57107	Sioux Falls, SD 57107	Parcel 148

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 ($10.00) cash in hand paid by the Grantee and other good and valuable considerations accepted as cash, the receipt and sufficiency of which is hereby acknowledged, PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia limited partnership, the Grantor herein, has this day bargained and sold, and does hereby transfer and convey unto the said REGENCY STONE VENTURES LIMITED PARTNERSHIP, a South Dakota limited partnership, the Grantee herein, its (successors), heirs and assigns, certain real estate in Davidson County, Tennessee, as follows:

TRACT I:

Being Lot No. 10 on the Revised Plan of Lot 10 of the Atrium Phase Two, Part Two, of record in Book 6200, page 669, Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more particular description of said lot.

Being the same property conveyed to Wyndham Hotel Corporation, by deed from C.I. Nashville, Inc., of record in Book 10557, page 291, Register's Office for Davidson County, Tennessee ; and conveyed to the Grantor by Instrument No. 20000710006820 4, said Register's Office.
TRACT II:

All the easements and rights, including without limitation those with respect to common areas and use of signage, described in that certain Declaration of Covenants, Conditions and Restrictions of record in Book 6306, page 80, Register's Office for Davidson County, Tennessee, as amended by First Amendment of record in Book 6363, page 442, Register's Office for Davidson County, Tennessee, as benefiting Tract I.

STATE OF Tennessee
COUNTY OF Davidson

Subscribed and sworn to before me this the 30th day of June, 2000.

The actual consideration or value, whichever is greater, for this transfer is $3,201,198.00

AFFIANT

NOTARY PUBLIC

(Affix Seal)

My commission expires: 3/24/01

This is unimproved ( ) property, known as 2435 Atrium Way, Nashville, Tennessee
improved (X)

TO HAVE AND TO HOLD said real estate, with the appurtenance, estate, title and interest thereto belonging, to the Grantee, its (successors), heirs and assigns forever, we covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except for those encumbrances set forth on Exhibit A, attached hereto and made a part hereof.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to said real estate to said Grantee, its (successors), heirs and assigns, against the lawful claims of all persons, claiming by, through or under the grantor.

This Deed is given pursuant to that certain Purchase and Sale Agreement (as amended from time to time, the "Agreement") dated as of February 14, 2000, between Grantor and Grantee, providing for, among other things, the conveyance of the Property. As set forth in Section 3.7 of the Agreement, which is hereby incorporated by reference as if herein set out in full, the Property conveyed hereunder is conveyed by Grantor and accepted by Grantee **AS IS,**

WHERE IS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF GRANTOR AND GRANTEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES (EXCEPT FOR THOSE SPECIFICALLY SET FORTH HEREIN), INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER, INCLUDING THOSE CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE.

All taxes and assessments for the year as of which this Deed is executed have been prorated as of the effective date of this Deed, and Grantee hereby assumes liability for the payment thereof.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness my hand this 23 day of June, 2000, having caused my name to be signed hereto as President of PAH GP, Inc., General Partner of Patriot American Hospitality Partnership, L.P., a Virginia limited partnership, on said day and date.

PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia limited partnership

By: PAH GP, Inc., a Delaware corporation, its General Partner

By: _____
Name: **FRED J. KLEISNER**
Title: **PRESIDENT**

STATE OF TEXAS
COUNTY OF DALLAS

Before me, Jane Campbell, a Notary Public of the State and County aforesaid, personally appeared Fred Bliesner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President of PAH GP, Inc., general partner of PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia limited partnership, the within bargainor, a limited partnership, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited partnership by him/herself as President of PAH GP, Inc., general partner of PATRIOT AMERICAN HOSPITALITY PARTNERSHIP, L.P., a Virginia limited partnership.

Witness my hand and official seal at Dallas, Texas, this 16th day of June, 2000.

JANE CAMPBELL
Notary Public, State of Texas
My Commission Expires 01-11-04

Jane Campbell
Notary Public

My Commission Expires: 1-11-04

EXHIBIT A

Encumbrances

1. Taxes for the 2000, a lien, due and payable, but not yet delinquent.

2. Subject to all matters shown on the Plan of record in Book 6200, page 669, in said Register's Office.

3. Declaration of Covenants, Conditions and Restrictions and Easements for the Atrium, of record in Book 6306, page 80, as amended in Book 6363, page 442, and By-Laws in Book 6306, page 108, Register's Office for Davidson County, Tennessee.

4. Survey of Ragan-Smith-Associates, dated July 7, 1997, last revised March 22, 2000, shows a 20' setback line from Atrium Way, a 10' drainage easement along the west and south lines; a 5' drainage easement along the north line; and a 15' public utility easement.