PICK-UP

Address New Owner:	Send Tax Bills to:	Map-Parcel Numbers
Universal Goodlettsville, LLC 1365 Normandy Drive Newark, OH 43055	same	019-14-0 016.00
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (PLA) P.O. Box 198062, Nashville, Tennessee 37219		

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, SHONEY'S INN NORTH, L.P., a Tennessee limited partnership formerly known as Shoney's Inn North, Ltd. ("Grantor"), has bargained and sold, and hereby transfers and conveys to UNIVERSAL GOODLETTSVILLE, LLC, a Tennessee limited liability company ("Grantee"), Grantee's successors and assigns, certain land in Davidson County, Tennessee, being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property with all appurtenances, estate, title and interest thereto belonging to Grantee, Grantee's successors and assigns, forever.

This conveyance of the Property, and all covenants and warranties contained herein, are made expressly subject to all easements, covenants, reservations, restrictions, limitations,

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $2,054,145.00.

UNIVERSAL GOODLETTSVILLE, LLC

By: Ronald L. Marcou

Ronald L. Marcou, Managing Member

Subscribed and sworn to before me, this the 26th day of December, 2002.

Notary Public

My Commission Expires: 5-29-05

839361 v1
039350-000 12/19/02

Davidson County DEEDWARR
Recvd: 12/27/02 08:45 5pgs
Fees:28.00 Taxes:7600.34
20021227-0159355

NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

conditions and other matters of record, including, without limitation, those matters listed on Exhibit B attached hereto and incorporated herein by this reference.

Grantor covenants with Grantee that the Property is free from all encumbrances made or suffered by Grantor, except as may be set forth in the preceding paragraph.

Grantor further covenants to warrant and forever defend the title to the Property to Grantee, Grantee's successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise, except as set forth hereinbefore and except that no warranty is made as to the amount of acreage in the Property.

EXCEPT FOR THE WARRANTY OF TITLE SET FORTH HEREIN, GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED, ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HYDROCARBONS, ASBESTOS, PCB EMISSIONS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (G) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (H) THE STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

GRANTEE, FOR GRANTEE AND ALL SUCCESSORS IN TITLE TO THE PROPERTY, BY ACCEPTANCE OF THIS SPECIAL WARRANTY DEED IRREVOCABLY WAIVES ANY AND ALL CLAIMS AGAINST GRANTOR ARISING FROM THE CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY OR HABITABILITY OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY HYDROCARBONS, ASBESTOS, PCB EMISSIONS OR HAZARDOUS WASTE OR MATERIALS UPON OR WITHIN THE PROPERTY).

This is improved property known as 100 Northcreek Boulevard, Goodlettsville, Tennessee.

Executed this 26th day of December, 2002.

SHONEY'S INN NORTH, L.P., a Tennessee limited partnership

By: ShoLodge, Inc., General Partner

By: _____
Leon Moore, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Rebecca B. Jensen, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leon Moore, 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 President of ShoLodge, Inc., the general partner of SHONEY'S INN NORTH, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such President of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as President of ShoLodge, Inc., general partner of SHONEY'S INN NORTH, L.P.

WITNESS my hand and seal at office in Nashville, Tennessee, on this the 26th day of December, 2002.

_____
Notary Public

My Commission Expires:
5-29-05

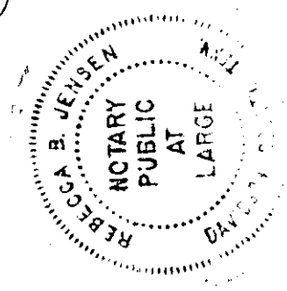


EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, City of Goodlettsville, being more fully described as follows:

Beginning at a set iron pin in the west right-of-way line of Northcreek Boulevard (a 90' wide road) said point being 241.25 feet southeastwardly more or less from the east right-of-way line of Long Hollow Pike and proceeding as follows:

1. Southwardly along said right-of-way with a curve to the right having a radius of 471.52 feet, a distance of 269.98 feet to a set iron pin, said curve having a chord bearing and distance of S 17° 54' 11" E, 266.31 feet; thence,

2. Continuing S 01° 30' 00" E, for a distance of 118.98 feet to a set iron pin, said point being the southeast corner of the herein described tract; thence,

3. Severing the land of which this is a part, as conveyed to Northcreek Assoc., Ltd., as recorded in Deed Book 6782, page 355, Register's Office for Davidson County, Tennessee, S 88° 30' 00" W, for a distance of 244.98 feet to a set iron pin; thence,

4. With a common property line between Northgate Industrial Park, Section Seven, as recorded in Plat Book 5800, page 107, Register's Office for Davidson County, Tennessee, and this one, N 18° 09' 00" W, for a distance of 130.00 feet to a set iron pin, said point being the westerly property corner of a tract conveyed to Northgate Industrial Park, Section Five, as recorded in Plat Book 5190, page 515, Register's Office for Davidson County, Tennessee; thence,

5. Along a common property line between above said tract and this one, N 45° 18' 31" W, for a distance of 25.00 feet to a set iron pin, said point begin the southerly corner of a tract conveyed to Northgate Industrial Park, Section Six, as recorded in Plat Book 5210, page 394, Register's Office for Davidson County, Tennessee, and the westerly corner of the herein described tract; thence,

6. N 42° 33' 16" E, for a distance of 322.62 feet to the point of beginning and containing 75,338 square feet or 1.730 acres of land more or less.

Being the same property conveyed to Shoney's Inn North, Ltd., a Tennessee limited partnership, by deed from North Creek Associates, Ltd., of record in Book 7461, page 394, Register's Office for Davidson County, Tennessee.

EXHIBIT B

TITLE MATTERS

1. Real estate taxes for the current and all subsequent years.

2. Terms and provisions of the Declaration of Protective Covenants and Owners Association For Northcreek Commons recorded in Book 7118, page 938, Register's Office for Davidson County, Tennessee, as amended by instrument recorded in Book 7245, page 958, said Register's Office.

3. All matters shown on the Plan of Northcreek Commons of record in Book 6200, page 711, said Register's Office.

4. Terms and provisions of the Easement Agreement recorded in Book 7469, page 433, said Register's Office.