

Prepared By:
BRIDGFORTH & BUNTIN
P. O. Box 241
Southaven, MS 38671
393-4450

BK 0322 PG 0088

STATE MS.-DESOTO CO.
FILED

WARRANTY DEED

SEP 17 2 33 PM '97

GOODMAN-55, LTD., L.P.,
A TENNESSEE LIMITED PARTNERSHIP

BK 322 PG 88 GRANTOR(S)
W.E. DAVIS CH. CLK.

TO

GOODMAN ROAD HOTEL ASSOCIATES, LLC,
A MISSISSIPPI LIMITED LIABILITY COMPANY

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, GOODMAN-55, LTD., L.P., A TENNESSEE LIMITED PARTNERSHIP, does hereby sell, convey and warrant unto GOODMAN ROAD HOTEL ASSOCIATES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY, the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 3, Revised Final Plat of Lots 3 and 4, Goodman/I-55 Subdivision, in Section 25, Township 1 South, Range 8 West, City of Southaven, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 58, Page 16, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as beginning at an iron pipe found in the center line of Hungry Fisherman Drive (Private Drive), said iron pipe being in the north line of Lot 2, Goodman/I-55 Subdivision; thence South 89°56'04" West and along the north line of Lot 2 a distance of 590.11 feet to an iron pipe found, said iron pipe being in the northeast line of Interstate 55; thence North 37°29'13" West and along the northeast line of Interstate 55 a distance of 171.36 feet to an iron pipe set; thence North 52°30'47" East a distance of 60.00 feet to an iron pipe set; thence South 89°03'43" East a distance 428.85 feet to an iron pipe found, said iron pipe being in a south line of Lot 4; thence North 89°56'04" East and along a south line of Lot 4 a distance of 217.81 feet to a pk nail set, said pk nail being in the centerline of Hungry Fisherman Drive; thence South 00°03'56" East and along the said centerline a distance of 165.04 feet to the point of beginning. Containing 2.493 acres of land, more or less.

ALSO: A perpetual non-exclusive easement for ingress and egress across paved roadway known as Fisherman's Drive created by Warranty Deed and Easement recorded in Warranty Deed Book 165, Page 667, in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described by metes and bounds as follows, to-wit: BEGINNING at a point in the proposed west right-of-way of Fisherman's Drive and the north right-of-way of Goodman Road, said point being 375 feet east of a concrete right-of-way monument at the northeast corner of the intersection of the rights of way of Goodman Road and the northbound I-55 ramp; thence with said proposed Fisherman's Drive right-of-way North 8° 39' 13" West a distance of 209.79 feet to a point; thence North 1° 49' 43" West a distance of 654.23 feet to a point of curvature; thence with a curve to the left having a radius of 393.60 feet, a distance of 586.96 feet to a point of tangency, said point also being a point of taper; thence with taper North 79° 40' 40" West a distance of 151.33 feet to a point; thence North 87° 16' 20" West a distance of 210 feet to a point; thence North 2° 43' 40" East a distance of 50 feet to the proposed north right-of-way of Fisherman's Drive; thence with said proposed right-of-way South 87° 16' 20" East a distance of 210 feet to a point of taper; thence with said taper North 85° 08' 00" East a distance of 151.33 feet to a point of curvature; thence with a curve to the right having a radius of 483.60 feet, a distance of 721.18 feet to a point of tangency; thence South 1° 49' 43" East a distance of 648.87 feet to a point; thence South 8° 39' 13" East a distance of 209.79 feet to a point in the north right-of-way of Goodman Road; thence with said right-of-way South 88° 04' 42" West a distance of 90.04 feet to the point of beginning. Being situated in part of the Southwest Quarter of the Southeast Quarter of Section 25, Township 1 South, Range 8 West, Southaven, DeSoto County, Mississippi.

The warranty in this deed is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in the City of Southaven, DeSoto County, Mississippi, and further subject to all applicable building restrictions and restrictive covenants of record.

Taxes for the year 1997 are to be prorated between the parties.

Possession is to be given with delivery of Deed.

WITNESS the signatures of the duly authorized partners of said Partnership this 10 day of September, 1997.

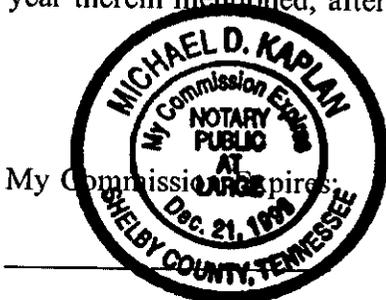
Goodman-55, LTD., L.P.
 A TENNESSEE LIMITED PARTNERSHIP
 BY: *Ronald M. Harkavy*
 RONALD M. HARKAVY, GEN PARTNER
 BY: *Morris J. Kriger*
 MORRIS J. KRIGER, GEN PARTNER
 BY: *James H. Prentiss*
 JAMES H. PRENTISS, GEN PARTNER

STATE OF TENNESSEE

COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on the 12 day of September, 1997, within my jurisdiction, the within named Ronald M. Harkavy, who acknowledged that he is the General Partner of Goodman-55, LTD, L.P., a Tennessee Limited Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said partnership so to do.

Michael D. Kaplan
 Notary Public

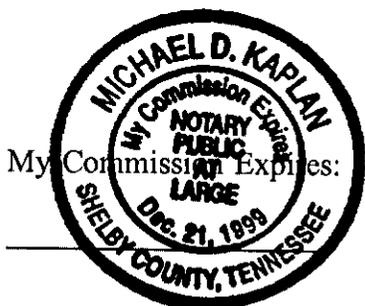


STATE OF TENNESSEE

COUNTY OF SHELBY

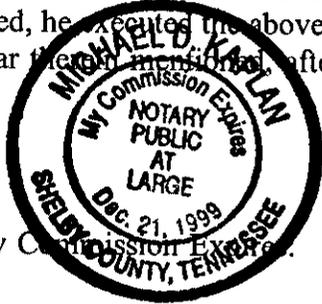
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on the 10 day of September, 1997, within my jurisdiction, the within named Morris J. Kriger, who acknowledged that he is the General Partner of Goodman-55, LTD, L.P., a Tennessee Limited Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said partnership so to do.

Michael D. Kaplan
 Notary Public



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on the 10 day of September, 1997, within my jurisdiction, the within named James H. Prentiss, who acknowledged that he is the General Partner of Goodman-55, LTD, L.P., a Tennessee Limited Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed the above and foregoing instrument for the purposes mentioned on the day and year the same were executed, after first having been duly authorized by said partnership so to do.



Michael Kellan

Notary Public

My Commission Expires

GRANTOR'S ADDRESS:

P. O. Box 241450
Memphis, TN 38117
(B) 761-1263

GRANTEE'S ADDRESS:

P. O. Drawer 1099
Vicksburg, MS 39180
(B) 601-636-5436