

⑦ 5 pgs * 44.00

D/s * 21,444.50

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2008165370 5 PGS

2008 DEC 26 09:25 AM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

DCOURSEY Receipt#1118942

Doc Stamp-Deed: 21,444.50

✓ Return to:
Chicago Title Insurance Co.
495 State Road 436
Caselberry, Florida 32707
100801837 ✓



THIS INSTRUMENT WAS, WITH
THE ADVICE OF LOCAL COUNSEL,
PREPARED BY, AND AFTER
~~RECORDING IS TO BE RETURNED TO:~~

Thompson & Knight LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, TX 75201-2533
Attention: Paul Comeaux

SPECIAL WARRANTY DEED
(Estate for Years and Improvements)

#364 (II)
Venice (Sarasota County), FL

AM SIX II BUSINESS TRUST, a Delaware statutory trust, under the Trust Agreement dated as of December 18, 1997, having an address of c/o Stuart Isen Investments, 11726 San Vincente Blvd., Suite 510, Los Angeles, California 90049 ("Grantor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, ALIENATED, CONVEYED AND CONFIRMED and by these presents does hereby GRANT, BARGAIN, SELL, ALIENATE, CONVEY and CONFIRM to MOTEL 6 OPERATING L.P., a Delaware limited partnership, having an address at 4001 International Parkway, Carrollton, Texas 75007 ("Grantee"), an estate for years (the "Estate for Years") through and including midnight on December 31, 2019, in all that certain parcel or parcels of land in the state indicated above, more particularly described in Exhibit A attached hereto and made a part hereof for all purposes together with all of Grantor's right, title and interest, if any, in and to all streets and roads abutting the said parcel or parcels (collectively, the "Premises"), subject, however to the encumbrances described on Exhibit B attached hereto (the "Permitted Encumbrances").

TOGETHER WITH all buildings and improvements now located on the Premises, whether below or above grade level, as well as all the fixtures and systems located therein and thereon, (all such buildings, improvements, fixtures and systems being collectively referred to as the "Improvements"), which are intended to be and remain real property and to be and remain the sole and exclusive property of Grantee and its successors and assigns.

Grantor hereby binds itself and its successors to warrant and forever defend the right and title to the Estate for Years and the Improvements unto Grantee, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise, subject, however to the Permitted Encumbrances.

TO HAVE AND TO HOLD said Estate for Years and all privileges and appurtenances including, without limitation, all easements thereto belonging, unto Grantee and its successors and assigns through and including midnight on December 31, 2019, and to have and to hold the Improvements unto Grantee and its successors and assigns forever.

By its acceptance of this deed, Grantee acknowledges and agrees that (a) this deed is executed and delivered by WILLIAM J. WADE ("Trustee"), not in his individual capacity, but solely as Individual Trustee of AM SIX II BUSINESS TRUST, a Delaware statutory trust (the "Trust"), in the exercise of the powers and authority conferred and vested under the Trust Agreement dated as of December 18, 1997, (b) each of the representations, undertakings and agreements herein made on the part of Grantor is made and intended not as personal representations, undertakings and agreements of Trustee, but is made and intended for the purpose of binding only the Trust, and (c) under no circumstance shall Trustee be personally liable for breach or failure of any obligation, representation, warranty or covenant made or undertaken on behalf of the Trust under this deed

[END OF TEXT]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed to be effective as of December 19, 2008, although actually signed on the date reflected in the acknowledgement below.

Signed, sealed and delivered
in the presence of:

Lisa Douglas

Unofficial witness

Green C. Green

Unofficial witness

AM SIX II BUSINESS TRUST, a Delaware
statutory trust

By: *William J. Wade*

WILLIAM J. WADE, not in his individual
capacity but solely as Individual Trustee
of AM SIX II BUSINESS TRUST, a
Delaware statutory trust, under Trust
Agreement dated as of December 18, 1997

STATE OF DELAWARE)

) SS

COUNTY OF NEW CASTLE)

On December 11, 2008, before me, Susan E. Hinds,
Notary Public (Name, Title of Officer, e.g., "Jane Doe, Notary Public")
personally appeared William J. Wade

personally known to me -OR-
proved to me on the basis of satisfactory evidence

acting not in his individual capacity, but solely as Individual Trustee of AM Six II Business Trust, a Delaware statutory trust, under Trust Agreement dated as of December 18, 1997, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

Witness my hand and official seal.

Susan E. Hinds
(Signature of Notary)

(SEAL)

My Commission expires: _____



SUSAN E. HINDS
Notary Public - State of Delaware
My Comm. Expires Sept. 14, 2009

EXHIBIT A

281 Venice Bypass, North, Venice, FL 34292

From a P.O.B. at the intersection of the South line of the N 1/2 of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 7, Township 39 South, Range 19 East, of the Public Records of Sarasota County, Florida and the Westerly right-of-way line of State Road 45A (Venice By-Pass) run N 89°57'06" W, 400.00 feet along the South line of said N 1/2 of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 7; thence North 0°02'54" E, 332.01 feet to a point on the North line of said N 1/2 of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 7; thence run along said North line S 89°58'06" E, 351.13 feet to a point on said Westerly right-of-way line of State Road 45A; thence by a curve to the right, radius 1829.86 feet, arc 336.16 feet, chord S 8°19'19" E, 335.69 feet along said Westerly right-of-way line to the P.O.B.

EXHIBIT B

Permitted Encumbrances

1. Rights of parties in possession.
2. Any state of facts which an accurate survey or physical inspection might reveal.
3. All laws, ordinances and regulations, and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, both foreseen and unforeseen and ordinary and extraordinary applicable to the Premises.
4. All liens and encumbrances created by, through, under or with the consent of Universal Commercial Credit Leasing, Inc, as "tenant" under that certain Lease Agreement dated December 31, 1997.
5. All exceptions to title set forth on the owner's title insurance policy number FL5097 10661404, dated February 6, 1998, issued by Chicago Title Insurance Company to Grantor in connection with Grantor's acquisition of the Premises.