Installment Deed

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
York Steak House Systems, Inc.	Same	10D-37724
(NAME) 620 E. Broad St.	(NAME)	
(STREET ADDRESS OR ROUTE NUMBER) Columbus, Ohio 43215	(STREET ADDRESS)	BOOK 4668 PAGE 777
(CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

FOR AND IN CONSIDERATION of the sum of

---Two Hundred Thousand and no/100 ($200,000.00)---------- *Dollars,*

of which

---Twenty Thousand and no/100 ($20,000.00)---------- *Dollars, has been paid in cash,*

and an additional Twenty Thousand and no/100 ($20,000.00) Dollars has been paid by the delivery to the Grantor of an Irrevocable Bank Letter of Credit in the amount of Twenty Thousand and no/100 ($20,000.00) Dollars due unconditionally on or before January 1, 1974, and for the remainder, One Hundred Sixty Thousand and no/100 ($160,000.00) Dollars, the Grantee has executed its Installment Note payable to the order of the Grantor in installments at the rate of Ten Thousand and no/100 ($10,000.00) Dollars on January 1, 1974, and Fifty Thousand and no/100 ($50,000.00) Dollars due January 1, 1975, January 1, 1976, and January 1, 1977, with interest upon the unpaid principal balance of said note at the rate of eight (8%) per cent per annum due on each installment date and with the privilege of prepayment, without penalty, expressly reserved to the Grantee and providing for payment of attorney's fees, and to secure the payment of said indebtedness, principal, interest, and attorney's fees, a lien is expressly retained on the land herein conveyed, COUSINS PROPERTIES OF TENNESSEE, INC. has this day bargained and sold, and does hereby transfer and convey unto the said YORK STEAK HOUSE SYSTEMS, INC., an Ohio corporation, its successors and assigns, certain real estate in Davidson County, Tennessee, as follows:

Land in the 10th Civil District of Davidson County, Tennessee, being Lot "E", revised on a Resubdivision of Lot "E" of Rivergate Park, of record in Book 4595, page 121, Register's Office for Davidson County, Tennessee.

Beginning on the easterly margin of Two Mile Pike, at the corner of lots D and E; thence with the line between said two lots, northeastwardly 278.93 feet to the northwesterly margin of an access easement; thence with said easement, south 15° 30' west 86.79 feet to an iron pin; thence with a curve with a radius of 135.00 feet, a distance of 126.21 feet to the northeast corner of lot F of the Resubdivision of Rivergate Park, of record in book 4300, page 107, said Register's Office; thence with the northerly line of said lot, south 51° 56' west 16.63 feet; thence with a curve with a radius of 87.50 feet, a distance of 30.04 feet; thence south 71° 25' west 169.98 feet to the easterly margin of Two Mile Pike; thence with said Pike, north 18° 35' west 203.12 feet to the beginning.

STATE OF TENNESSEE,
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is $200,000.00

Affiant

Subscribed and sworn to before me this the 28th day of December, 19 72

Notary Public

My commission expires 2-24-75 (Affix Seal)

This instrument prepared by James I. Vance Barry, Attorney,
700 American Trust Building, Nashville, Tennessee

Being part of the property conveyed to Larchwood, Inc. by deed from E. L. Curtis and wife, of record in book 4304, page 854, Register's Office for said County, Larchwood, Inc. now being Cousins Properties of Tennessee, Inc., a Georgia corporation.

This conveyance of said property is made expressly subject to the following:

1. Building areas, set back lines, utility easements, and conditions of the owner's certificate, as shown on the plan of Lot "E", revised on the Resubdivision of Lot "E" of Rivergate Park, aforesaid.

2. Restrictive covenants attached hereto as Exhibit A, the same being incorporated herein and made a part hereof by reference.

This sale of said property is made subject to the collateral agreement that the Grantor will subordinate the lien of this Installment Deed to the liens of the Grantee's construction and permanent financing incurred in connection with the placement of improvements upon said property, provided the Grantee shall, at the time of subordination, deposit with the Grantor Irrevocable Bank Letters of Credit for the remainder of the purchase money then secured hereby, such Letters of Credit to have maturity dates coinciding with the remaining outstanding installment dates of the note which this instrument secures.

unimproved (X)
This is improved ( ) property, known as ..... (House Number) (Street) P. O. Address: (City or Town)

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said York Steak House Systems, Inc., its ..... *(successors),* ~~heirs~~ *and assigns forever.* Grantor does *covenant that* it is *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 as hereinabove set forth.

Grantor does *further covenant and bind* itself, its successors ~~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.*

And now, for the purpose of better and more effectually securing the payment of said lien indebtedness; rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and installments thereof, as they mature, as hereinafter provided, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the said York Steak House Systems, Inc., ... *hereinafter referred to as trustors, hereby transfer and convey unto* James I. Vance Berry ....., *Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts:*

Trustors further agree to pay all taxes and assessments thereon, general or special, and to pay them when due, and, upon demand of said trustee or the lawful owner and holder of said indebtedness, to pay, discharge, or remove, any and all liens which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; ~~xxxx

*Now, if trustors shall pay the indebtedness aforesaid when due, according to its terms, and pay taxes, xxxxx xxxx

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

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Before me, Nancy C. Walker, *a Notary Public of the State and County aforesaid, personally appeared* Elliott S. Grayson, *with whom I am personally acquainted, and who, upon oath, acknowledged* self *to be* of the York Steak House Systems, Inc., *the within named bargainor, a corporation, and that* he as such *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* self as.

Witness my hand and seal, at office in Nashville, Tennessee *this* 28th *day of* December, *19* 72

Nancy C Walker *Notary Public*

Commission expires 5-4-75

STATE OF TENNESSEE
DAVIDSON COUNTY

889588

IDENTIF. REFERENCE

DEC 29 3 53 PM '72

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC29 72	CONV	*	.00	200,000.00		
DEC29 72	MORT'G	*	.00	160,000.00		
DEC29 72	S'TAX			A* 520.00		
DEC29 72	S'TAX			A* 158.00		
DEC29 72	PR'FEE			A* .50		
DEC29 72	W'DEED			A* 12.00	*	690.50

RESTRICTIONS Exhibit A

The premises conveyed in the annexed deed are sold and conveyed subject to the following covenants and restrictions, which are hereby agreed to and declared to be and constitute covenants running with the land, binding upon the Grantee, its heirs, successors and assigns, for a period of twenty-five (25) years from and after the date of said deed, to-wit:

1. The construction and design of all buildings and structures shall be of such kind and quality as to be in keeping with present-day construction methods in the immediate surrounding areas, and also in keeping with the construction quality of the Rivergate Mall Shopping Center. No construction or design of an obsolete nature shall be permitted. All buildings shall be of masonry or similar construction. No metal clad or frame construction shall be permitted, and all buildings shall be covered on all sides with brick veneer, stone, or better construction. No concrete block shall be exposed on the exterior of any building. No temporary buildings shall be permitted after August 1, 1971

In addition, all buildings or other structures erected upon said premises shall be of a desgin, and height satisfactory to the Grantor. For this purpose, the Grantee, its successors or assigns, shall, prior to the commencement of construction, submit to the Grantor architectural plans for all buildings to be constructed, a site plan showing the location of the same, and complete details for the grading, drainage, paving, and exterior lighting. All such plans, including specifications and working drawings, shall be approved in writing by the Grantor prior to closing and prior to the commencement of construction or any other development of improvements upon said premises. All electrical wiring shall be placed underground.

2. Grantee shall cause to be prepared, by a professional landscaping architect, a detailed landscaping plan for the landscaping of the premises, which plan shall be submitted to the Grantor for its approval in writing prior to closing and upon such approval, such plan shall be carried out in detail. The development of landscaping plans for the premises, the quality and quantity of the same, will be at least comparable to that provided in the Rivergate Mall Shopping Center. The Grantee shall maintain the exterior of its premises and all landscaping at all times in a good, orderly, and neat condition.

3. Said premises are being sold to York Steak House Systems, Inc. for the development ofa York Steak House restaurant operation. However, if purchaser builds a York Steak House restaurant and later decides to lease or resell said property, the ultimate use must be compatible with the surrounding retail businesses. Types of uses prohibited for said property are as follows:

Service Stations
Auto Supply or Repair
Mechanical, Electrical or Metal Shops
Car Wash
Laundromats
Building Supply Operations

4. No loading dock or platform shall be constructed, used or maintained on that portion of any building or the structure which faces any street.

5. All exterior signs shall be subject to the approval of the Grantor prior to closing. All signs shall be located on the face of the buildings, except that one free-standing sign shall be permitted, if otherwise allowed by law. No other sign, billboard, or exterior form of advertisement shall be permitted.

6. No storage of scrap metal, refuse, garbage, building materials, or other like matter shall be permitted. No incinerators shall be kept, used, or maintained on any portion of the property. Trash, garbage, etc. shall be kept in closed containers and shall be removed from the premises at regular intervals to prevent any unnecessary accumulation thereof.

7. Adequate offstreet parking shall be provided on the premises for the employees, customers and invitees of the Grantee, as required by the off-street parking ordinances of the Metropolitan Government of Nashville and Davidson County, Tennessee, all in accordance with a parking plan to be submitted to the Grantor and approved by it in writing prior to closing.

8. All access easements as shown on the recorded plan are private roadways, the same not having been dedicated to the public at the time of the execution and delivery of the deed to which these covenants are annexed. The cost for the construction of the "U" shaped driveway through the subdivision in which the premises are located shall be provided by the Grantor at its expense. Thereafter, the Grantee, acting jointly with the owners of other lots within the subdivision, shall be responsible for the maintenance of this driveway. The term "maintenance" shall include the entire cost of repair and maintenance to the paved surface, as well as all other expenses incidental to this driveway, including, without limiting the generality of the foregoing, all taxes levied thereon, liability insurance premiums, lighting, sweeping and cleaning, snow removal, traffic direction, and all other like costs. These maintenance expenses shall be the joint obligation of the lot owners and shall be shared on a pro rata basis with each lot owner being required to contribute that portion of the total cost of maintenance which the area of its property bears to the total land area within the subdivionl. In order to implement these provisions, the lot owners within the subdivision shall elect at least annually, on or before the first day of each calendar year, one or more of their number by majority vote to act in their behalf in the making of arrangements for the maintenance of said driveway and for the allocation of costs on a pro rata basis among the lot owners. The Grantee shall contribute its pro rata of such maintenance from time to time as determined by the elected representatives of the lot owners.

9. The invalidation of any one of these covenants by judgment of any court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in force and effect for the remainder of the term hereof.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing in this
Document Unsatisfactory When Received.