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This Instrument Was Prepared By
Dewey W. Pedigo (mcl
Of The Law Firm Pedigo & Saindon
Stahlman Building; Nashville, Tennessee

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
Shoney's Big Boy Enterprises, Inc. (NAME:)	Same (NAME:)	Pt. 108-4
P. O. Box 1260 (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	3D-74620
1727 Elm Hill Pike Nashville, Tenn. 37202 (CITY) (P. O. ZONE) (STATE)	(CITY) (ZONE) (STATE)	

For and in Consideration of the sum of Ten and no/100---------- ($10.00) ---------- *DOLLARS*

cash in hand paid by Shoney's Big Boy Enterprises, Inc., a Tennessee corporation, and other good and valuable considerations accepted as cash, the receipt of all of which is hereby acknowledged,

WIGGINS ASSOCIATES, a partnership composed of W. B. Wiggins, Jr., R. J. Dora, Clay C. Long, and Frank Pridgen, Jr.,

's *have bargained and sold, and by these presents do transfer and convey unto the said* SHONEY'S BIG BOY ENTERPRISES, INC., a Tennessee corporation, its successors ~~heirs~~ *and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:*

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Wiggins Subdivision, Section 1, of record in Book 4660, page 127, Register's Office for said County, described as follows:

Beginning at an iron pin set in concrete in the west line of Donelson Pike said iron pin being 4° 36' a distance of 60.53 feet from the intersection of the westerly right-of-way of Donelson Pike extended and the center line of Shacklett Drive and proceeding as follows:

From the point of beginning proceed with a curve having a radius of 25 feet southwesterly 39.14 feet to a concrete monument; thence North 85° 42' West 63.13 feet to a highway marker; thence North 85° 42' West 112.00 feet to a concrete monument; thence North 4°36' East 200.0 feet; thence with the southerly margin of Elspeth Drive easterly 174.87 feet to a concrete monument which is the beginning of a curve; thence around said curve having a radius of 25 feet southeasterly a distance of 39.40 feet to an iron pin set in concrete; said point being the westerly margin of Donelson Pike; thence along the westerly margin of Donelson Pike South 4° 36' West 150.00 feet to the point of beginning.

Being part of the property conveyed to Wiggins Associates, a partnership, by deed from Miller G. Kimbrough, Jr., Trustee, by deed of record in Book 4697, page 897, Register's Office for Davidson County, Tennessee.

Subject to existing building restrictions and/or zoning ordinances and the fact that the above mentioned Elspeth Drive is a proposed road.

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

The actual consideration or value whichever is greater, for this transfer is $10,000.00

Affiant

Subscribed and sworn to before me, this the 31st day of October 1974

Notary Public

My commission expires: 4/25/76
(Affix Seal)

NOTARY PUBLIC

By its acceptance hereof, Shoney's Big Boy Enterprises, Inc. covenants and agrees as follows:

(1) The first improvements (excluding any temporary structures) constructed or placed on the within described property after the date hereof will be a restaurant containing approximately 4,270 square feet of building, which building will be located as close to the south property line thereof as planned commercial zoning classification will permit.

(2) The within described property will not be used for any purpose other than the operation of a restaurant without the written consent of the owner of that certain tract or parcel of land containing approximately 13 acres, lying north of the above mentioned proposed Elspeth Drive, and more particularly described as Parcel "B" in Exhibit "A" to an instrument recorded in Book 4831, pages 679-80 of the Register's Office for Davidson County, Tennessee (to which Exhibit "A" reference is hereby made for a more complete description of said 13 acre tract), which consent will not be unreasonably withheld. In the event said 13 acre tract should be subdivided into smaller parcels, then such consent need be obtained only from the owner of the largest portion thereof.

(3) The foregoing covenants and agreements shall be covenants running with the land, and shall be binding upon and for the benefit of the parties hereto and their heirs, successors and assigns for a period of 25 years from the date hereof, on which date such covenants and agreements shall terminate; provided that such covenants and agreements shall terminate in the event a free-standing restaurant is constructed or placed on said 13 acre tract.

This is unimproved (X) improved ( ) property, known as Corner of Donelson Pike and proposed Elspeth Drive, Nashville, Tenn.
(House Number) (Street) P. O. Address: (City or Town)

To Have and to Hold the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Shoney's Big Boy Enterprises, Inc., a Tennessee corporation, its successors *heirs and assigns, forever.*

And Grantors *do covenant with the said* Shoney's Big Boy Enterprises, Inc., *that* they are *lawfully seized and possessed of said land in fee simple; have a good right to convey it, and the same is unencumbered.*, except taxes for 1974, and except as herein provided.

And Grantors *do further covenant and bind* themselves, their successors *heirs and representatives, to warrant and forever defend the title to the said land to the said* Shoney's Big Boy Enterprises, Inc., its successors ~~heirs~~ *and assigns against the lawful claims of all persons whomsoever.*

Witness our *hand this* 3rd *day of* October, *19* 74, *the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

WIGGINS ASSOCIATES

By: _____
Partner

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, Janice E. McClanahan, a Notary Public in and for said County and State, the within named R. J. Dora, partner of Wiggins Associates, a partnership composed of W. B. Wiggins, Jr., R. J. Dora, Clay C. Long, and Frank Pridgen, Jr., the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this day of October, 19 74.

Janice E. McClanahan Notary Public

Commission Expires August 17, 1976.

STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

STATE OF
COUNTY OF

Personally appeared before me, , a Notary Public in and for said County and State, the within named

the bargainor, with whom I am personally acquainted, and who acknowledged that executed the within instrument for the purposes therein contained.

Witness my hand and official seal at, this day of, 19.

, Notary Public.

Commission Expires.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, , a Notary Public of the State and County aforesaid, personally appeared, with whom I am personally acquainted, and who, upon oath, acknowledged self to be of the , 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, this day of, 19.

Notary Public

Commission Expires.

PLEASE RETURN TO
CHICAGO TITLE INS. CO.
AMERICAN TRUST BLD. 224934

WARRANTY DEED

FROM

Wiggins Associates, a partnership

's TO

Shoney/Big Boy Enterprises, Inc.

OCT-3'74 C 7 3 7 4 9

OCT-3'74 IDENTIF. REFERENCE

OCT-3'74 T

OCT-3'74 STAX CONV 90,000.00 A* 286.00

OCT-3'74 PRFEE CONV 20,000.00 A* .50

OCT-3'74 DEED A* 8.00

* 294.50

OCT 3 3 16 PM '74

FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

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Compliments of
Chicago Title Insurance Company
First Floor — First American Center
Deadrick Street
Phone 255-4631
NASHVILLE, TENNESSEE 37208