"This instrument prepared by Alan L. Wade, Esq.
[illegible], 2 of - Bell Point Executive Center
[illegible] 37238"

SPECIAL WARRANTY DEED

Address New Owner(s) as Follows:	Send Tax Bills to:	Map & Parcel No.
The Krystal Company	Same	Map 163; Parcel 230
701 Cherry Street		FB#2DU-21240
Chattanooga, TN 37402		

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 ($10.00) DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, from The Krystal Company, hereinafter referred to as "Grantee," to HICKORY HOLLOW MALL, INC., a Georgia corporation, duly authorized to do business in Tennessee, and INTEREAL COMPANY, a Tennessee corporation, together doing business as HICKORY HOLLOW ASSOCIATES, a joint venture, hereinafter referred to as "Grantor".

GRANTOR HAS BARGAINED AND SOLD, and by these presents does transfer and convey unto the said Grantee, its successors and assigns, that certain parcel of land described in Exhibit "A", which is attached hereto and hereby incorporated herein by reference; provided, however, this conveyance is expressly subject to the following:

1. Declaration of Protective Covenants for Hickory Hollow as of record in Book 5125, page 769, Register's Office for Davidson County, Tennessee, as amended by an Amendment to Declaration of Protective Covenants for Hickory Hollow as of record in Book 5189, page 947, said Register's Office, and by a Second Amendment to Declaration of Protective Covenants for Hickory Hollow of record in Book 5337, page 933, said Register's Office.

2. Easements, setback lines, notations and conditions of the Owner's Certificate shown on the plan of Hickory Hollow Mall, Section Two, 2nd Revision, a Resubdivision of a portion of Block "A", a plat of which is of record in Book 5190, page 176, said Register's Office, which plat, among other things, provides that no direct access will be permitted to Bell Road.

STATE OF TENNESSEE
COUNTY OF DAVIDSON } The actual consideration or value whichever is greater, for this transfer is $ 165,000.00

Subscribed and sworn to before me, this the 1st day of [illegible]

[illegible] 19 [illegible]

My commission expires: 5/20/81 (Affix Seal)

Affiant

Notary Public

PUBLIC

3. 1978 Metropolitan Nashville and Davidson County real property taxes, which have been prorated and will be paid by the Grantor.

TO HAVE AND TO HOLD the said parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever.

AND GRANTOR DOES COVENANT with the said Grantee that it has good right to convey said land and that the same is unencumbered except as provided herein. The Grantor does further covenant and bind itself, and its successors and legal representatives, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

Grantor further grants to the Grantee the right to cross the landscaping, drainage, and public utility easement along the southerly margin of the property in order to provide access, both pedestrian and vehicular, between the property and Hickory Hollow Lane at such locations as shall be approved by all necessary regulating authorities and as shall be in accordance with Grantee's site plan as approved by Grantor.

THIS DEED is executed, delivered and accepted on condition that the property conveyed hereby shall be used by the Grantee for the operation of a fast food restaurant and unless the consent of the Grantor be obtained, for no other purpose, for a period of ten (10) years from and after the date hereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers of its Joint Venturers on this 30th day of November, 1978.

HICKORY HOLLOW ASSOCIATES

By: INTEREAL COMPANY, Joint Venturer

By: D. Allen Patton, Jr.
Vice President

By: HICKORY HOLLOW MALL, INC.,
Joint Venturer

By: James D. Smith

By: Roger Corbitt VP

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Rachel Suzanne Hall, a Notary Public of the State and County aforesaid, personally appeared G. Allen Peters, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Intereal Company, the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 1st day of December, 1978.

Rachel Suzanne Hall
NOTARY PUBLIC

My Commission Expires: 10-18-81

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue F. Humphreys, a Notary Public of the State and County aforesaid, personally appeared Henry G. Lomax, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Hickory Hollow Mall, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 30th day of November, 1978.

Sue F. Humphreys
NOTARY PUBLIC

My Commission Expires: 4/2/82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Sue F. Humphreys, a Notary Public of the State and County aforesaid, personally appeared Henry G. Lomax, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Hickory Hollow Mall, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 30th day of November, 1978.

Sue F. Humphreys
NOTARY PUBLIC

My Commission Expires: 4/2/82

Ex. 1 St 4 1

EXHIBIT A

BOOK 5370 PAGE 95

Being a parcel of land in the 2nd Civil District of Nashville, Davidson County, Tennessee, known as Tract A-4, Resub. of a portion of Block "A", Hickory Hollow Mall, lying east of Hickory Hollow Parkway, south of Bell Road and north of Hickory Lane, of record in Plat Book 5190, page 176, Register's Office for said County, more particularly described according to a survey made by Barge, Waggoner, Sumner and Cannon, dated November 9, 1978 (File No. 4420-15) as follows:

Beginning at a point in the southerly margin of Bell Road 608 more or less feet east from the centerline of Hickory Hollow Parkway; thence, with the southerly margin of Bell Road along a curve to the right having a central angle of 2° 52' 30", 140.00 feet to a point; thence, S 27° 30' 17" E, 218.72 feet to a point in the northerly margin of Hickory Lane; thence, with said Lane along a curve to the left in a southwesterly direction, said curve having a central angle of 21° 18' 23", a radius of 380 feet, 141.31 feet to a point; thence, N 27° 45' W, 242.45 feet to the point of beginning, containing 0.73 acre, more or less.

Being part of the property conveyed to Hickory Hollow Mall, Inc., a Georgia corporation as to an undivided fifty percent (50%) interest, and Intereal Company, a Tennessee corporation, as to an undivided fifty percent (50%) interest by deed from Cousins Properties of Tennessee, Inc., a Georgia corporation of record in Book 4920, page 916, and Quitclaim Deed in Book 4920, page 933, said Register's Office.

F.O 2 9 1 5

IDENTIF. REFERENCE

DEC 1 1 51 PM '78

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

DEC-1 78	CONV	90,000.00			
DEC-1 78	CONV	75,000.00			
DEC-1 78	S'TAX		B*	429.00	
DEC-1 78	PR'FEE		B*	.50	
DEC-1 78	W'DEED		B*	8.00	* 437.50