This instrument prepared by James I. Vance Berry, 21st Floor, First American Center, Nashville, Tennessee 37238

BOOK 5558 PAGE 990

SPECIAL WARRANTY DEED

Address New Owner(s) as Follows:	Send Tax Bills To:	Map and Parcel Number:
Lion's Head, Limited, a Tennessee Limited Partnership 3716 Hillsboro Road Nashville, TN 37215	SAME	103-15 43 (pt)

FOR AND IN CONSIDERATION OF THE SUM OF Two Hundred Twenty-Five Thousand and No/100 ($225,000.00) Dollars, of which $75,000.00 has been cash in hand paid, the receipt of which is hereby acknowledged, and for the remaining $150,000.00 of the purchase price Lion's Head, Limited, a Tennessee Limited Partnership (the "Grantee"), has executed its Note to Cousins Properties of Tennessee, Inc., a Georgia corporation, duly authorized to do business in Tennessee (the "Grantor"), the indebtedness of which is secured by a Deed of Trust, both said Note and Deed of Trust of even date herewith.

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. 1980 Metropolitan State and County real property taxes, a lien but not yet due and payable, provided, said taxes have been prorated between Grantor and Grantee as of March 21, 1980.

2. A Declaration of Reciprocal Rights and Restrictions dated September 10, 1979, of record in Book 5496, page 199, Register's Office for Davidson County, Tennessee.

01/24 603.50- CHECK

8576

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value whichever is greater for this transfer is: 225,000.00

Subscribed and sworn to before me, this the 23rd day of January 1980

Affiant

My commission expires 7-18-82
(Affix Seal)

Notary Public

3. The Resubdivision of Lots 1 and 2 of Lions Head Village shows an Owner's Certificate, a minimum building setback line of 75 feet from Post Place along the lot's easterly boundary, public utility and storm drainage easements, access to Post Place limited to point shown upon said Plan, a joint private access easement and other matters upon said plan of record in Book 5210, page 242, said Register's Office.

4. Easement for sewers and/or storm drainage of record in Book 3376, page 102 and Book 5114, page 818, Register's Office for Davidson County, Tennessee.

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 above. 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.

AND GRANTOR DOES FURTHER WARRANT AND REPRESENT to Grantee that: provided Grantee's plans and specifications for the improvements to be constructed upon said property meet the requirements of the Southern Building Code and any other applicable building code as determined by the Codes Administration of the Metropolitan Government of Nashville and Davidson County, Tennessee, and provided the site plan for such improvements receives the approval of the Planning Commission of the Metropolitan Government of Nashville and Davidson County, Tennessee, then Grantee shall, upon proper application, be eligible to obtain a building permit for the construction of such improvements.

AND GRANTOR DOES FURTHER WARRANT AND REPRESENT to Grantee that said land is classified as Commercial PUD for

zoning purposes and that such zoning permits the operation of a restaurant selling liquor-by-the-drink.

AND GRANTOR DOES FURTHER WARRANT AND REPRESENT to Grantee that all utility lines, to serve Grantee's contemplated use thereof, have been provided as shown upon the Resubdivision of Lots 1 and 2 of Lion's Head Village of record in Book 5210, page 242, said Register's Office. However, Grantor does not warrant the pressure, flow or capacity of the same.

AND GRANTOR DOES FURTHER WARRANT AND REPRESENT to Grantee that, if Grantee constructs a building upon the land described in Exhibit "A" hereto in the exact location as depicted in a drawing attached hereto as Exhibit "B," said building shall substantially be of the same dimensions and in substantially the same location as shown on a Site Plan which is attached as Exhibit "A" to the aforesaid Declaration of Reciprocal Rights and Restrictions as of record in Book 5496, page 199, said Register's Office.

This deed is executed, accepted and delivered upon the condition that the initial primary use by Grantee of the land herein conveyed shall be as a restaurant and lounge; however, this condition shall not preclude other subsequent uses of said land by Grantee.

Grantor also reserves the right to approve Grantee's site plan, landscaping plans, exterior signs and architectural drawings for the improvements to be constructed upon the land herein conveyed. Such approval shall not be unreasonably withheld by Grantor.

It is a further condition of this conveyance that all utilities to be located upon said land and serving the improvements to be constructed upon said land shall be placed underground; and this condition is a covenant running with the land herein conveyed.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by the undersigned duly authorized officers on this 17th day of January, 1980.

COUSINS PROPERTIES OF TENNESSEE, INC.

BY: X [signature] V.P.

BY: [signature]

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jan Minshall, a Notary Public of the State and County aforesaid, personally appeared Henry E. Kromer, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be V. P. of COUSINS PROPERTIES OF TENNESSEE, INC., the within named bargainor, a corporation, and that he as such V. P., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as V. P..

WITNESS my hand and seal, at office in Nashville, Tennessee, this 17th day of January, 1980.

Jan Minshall
NOTARY PUBLIC

My Commission Expires: 7-18-82

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Jan Minshall, a Notary Public of the State and County aforesaid, personally appeared George Volkert, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Pres. of COUSINS PROPERTIES OF TENNESSEE, INC., the within named bargainor, a corporation, and that he as such Pres., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Pres..

WITNESS my hand and seal, at office in Nashville, Tennessee, this 18th day of January, 1980.

Jan Minshall
NOTARY PUBLIC

My Commission Expires: 7-18-82

F73586

IDENTIF. REFERENCE

JAN 24 10 29 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

PAID

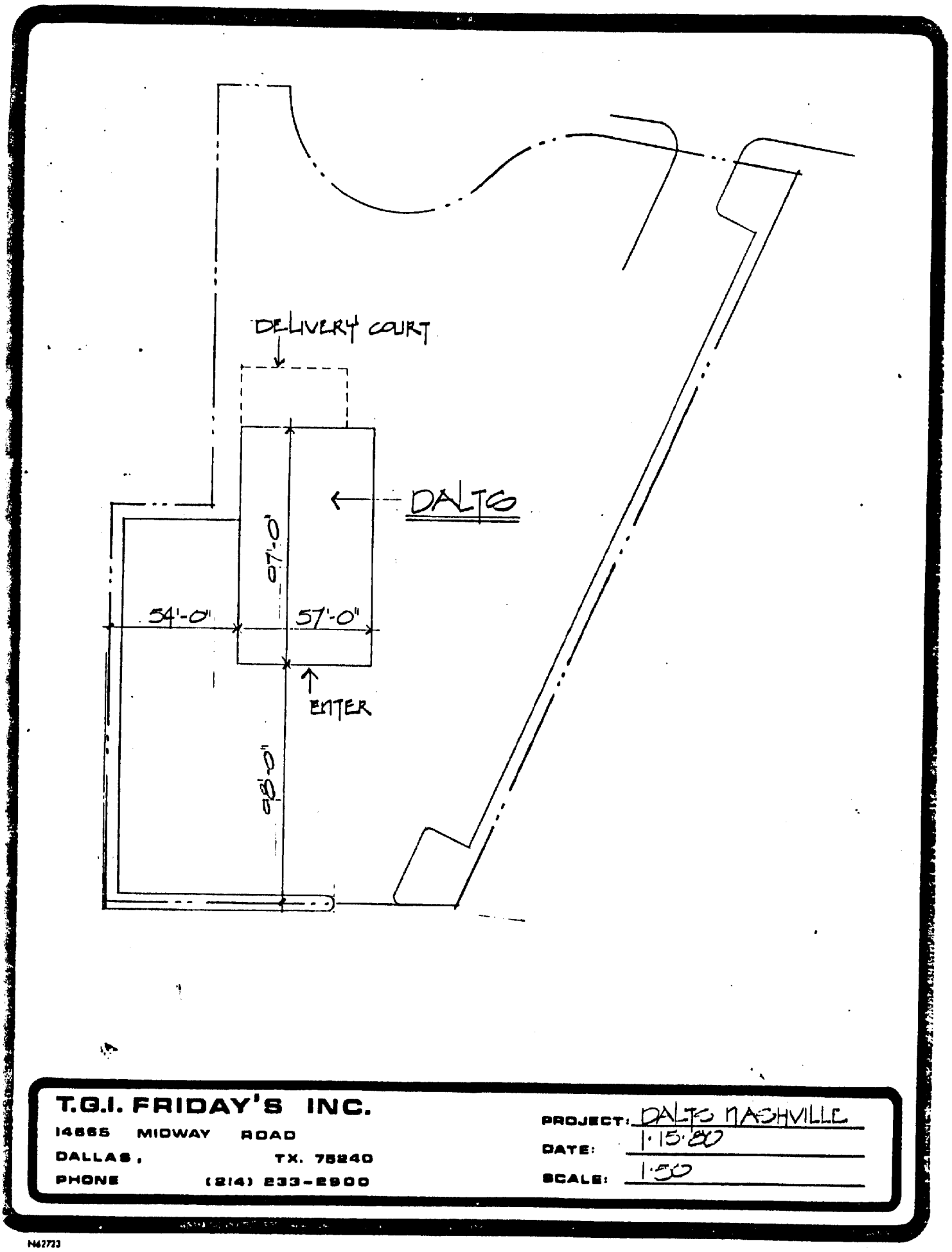
EXHIBIT A

BEING land in the 24th Councilmanic District, formerly the 8th Civil District of Davidson County, Tennessee, and also being Lot No. 2 on the Lions Head Village Subdivision, a plat of which is of record in Book 5210, page 200, as superseded by the Resubdivision of Lots 1 and 2 of Lions Head Village of record in Book 5210, page 242, Register's Office for said County, and being more particularly described as follows:

BEGINNING at a point, said point being the intersection of Carney's eastern property line and the present margin of Post Place; thence, with the present margin of Post Place in a westerly and southerly direction along a curve to the left having a central angle of 132° 37' 01" and having a radius of 50.00 feet for a distance 115.73 feet to a point; thence, continuing with the present western margin of Post Place, in an easterly and southerly direction along a curve to the right having a central angle of 53° 08' 00" and having a radius of 75.00 feet for a distance of 69.55 feet to a point; thence, continuing with the present western margin of Post Place S 20° 23' 56" W for a distance of 59.99 feet to a point; thence, with the present western margin of Post Place in a southerly and westerly direction along a curve to the right having a central angle of 0° 57' 06" and having a radius of 525.50 feet for a distance of 8.73 feet to a point; thence, N 54° 05' 05" W for a distance of 332.80 feet to a point; thence, N 9° 52' 28" E for a distance of 147.77 feet to a point; thence, S 80° 07' 32" E for a distance of 164.00 feet to a point; thence, S 9° 52' 28" W for a distance of 50.00 feet to a point; thence, S 80° 07' 32" E for a distance of 166.00 feet to a point, said point lying on Carney's eastern property line; thence, with Carney's eastern property line, S 9° 52' 28" W for a distance of 28.00 feet to the point of beginning, containing 1.39 acres, more or less, according to said survey.

BEING part of the same property conveyed to Cousins Properties of Tennessee, Inc., by Deed from David M. Carney, as of record in Book 5438, page 52, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"



T.G.I. FRIDAY'S INC.
14685 MIDWAY ROAD
DALLAS, TX. 75240
PHONE (214) 233-2900

PROJECT: DALTO NASHVILLE
DATE: 1.15.80
SCALE: 1"=30'

N42723

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

BOOK 5558 PAGE 996

RECEIVED OF _____

FOR _____

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
			225000.00- CO	
			585.00 CO TX	
			.50 PRFEE	
			18.00 WDEED	
			CHECK 603.50-	
			8976A01/24/80 B&L .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F 73586

IDENTIFICATION REFERENCE

JAN 24 10 29 AM '80

REGISTER
DAVIDSON COUNTY, TENN.

No. 738431