File

"THIS INSTRUMENT PREPARED BY CHARLES B. REASOR, JR.
ATTORNEY, 21st FLOOR - FIRST AMERICAN CENTER,
NASHVILLE, TENNESSEE 37238"

WARRANTY DEED

ADDRESS NEW OWNER (S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP PARCEL NUMBERS
BELLRIDGE PROPERTIES, LTD.	SOUTHERN HOSPITALITY	Map 103-15
c/o Advanced Financial Planning Corp.	CORPORATION P. O. Box 48	Parcel 43
(STREET ADDRESS OR ROUTE NUMBER) 19th Floor, First American Center	(STREET ADDRESS) Nashville, TN 37202	FB#8DA-45570
Nashville, TN 37238 (CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

07/16 1175 -53- DEED CK

FOR AND IN CONSIDERATION of the sum of Ten and No/100 ($10.00)--- *Dollars,*
and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by SOUTHERN HOSPITALITY CORPORATION, a Tennessee corporation, formerly WENDY'S OF NASHVILLE, INC., hereinafter referred to as "Grantor," from BELLRIDGE PROPERTIES, LTD., a Tennessee limited partnership, hereinafter referred to as "Grantee,"

BOOK 5625 PAGE 65

Grantor has

XXXX *this day bargained and sold, and* XXX does *hereby transfer and convey unto the said* Grantee, its successors and assigns

XOXOXOXOXOXOXOXXOXOXO

certain real estate in Davidson County, Tennessee, as follows:

BEING land in the 24th Councilmanic District, formerly the 8th Civil District of Davidson County, Tennessee, and also being Lot No. 3 on the Lions Head Village Subdivision, a plat of which is of record in Book 5210, page 200, Register's Office for said County, and being more particularly described according to a survey of Barge, Waggoner, Sumner & Cannon, dated May 4, 1979, (File No. 6283-01) as follows:

BEGINNING at a point in the present northern margin of Briley Parkway (formerly White Bridge Road), said point being 289.33 feet, more or less, from the intersection of the present western margin of Post Place extended with the present northern margin of Briley Parkway extended; thence, N 9° 05'05" W, for a distance of 56.57 feet to a point; thence, N 35° 54' 55" E, for a distance of 125.00 feet to a point; thence, S 54° 05' 05" E, for a distance of 312.44 feet to a point, said point lying on the present western margin of Post Place; thence in a southerly and westerly direction with the present western margin of Post Place along a curve to the right having a central angle of 14° 33' 53" and having a radius of 525.50 feet, for a distance of 133.58 feet to a point; thence continuing with the present western margin of Post Place, S 35° 54' 55" W, for a distance of 7.85 feet to a point; thence, in a southerly and westerly direction along a curve to the right having a central angle of 90° and having a radius of 25.00 feet for a distance of 39.27 feet, to a point, said point lying on the present northern margin of Briley Parkway; thence, with the present northern margin of Briley Parkway, N 54° 05' 05" W, for a distance of 264.33 feet to the point of beginning, containing 1.21 acres, more or less, according to said survey.

BEING the same property conveyed to Wendy's of Nashville, Inc., by Deed from Cousins Properties of Tennessee, Inc., as of record in Book 5524, Page 549, Register's Office for Davidson County, Tennessee. Pursuant to Plan and Articles of Merger filed with the Secretary of State on February 1, 1980, and recorded in Book 5571, page 293, Register's Office for Davidson County, Tennessee, Wendy's of Nashville, Inc., was merged into Ireland's Restaurants, Inc., and the corporate name changed to Southern Hospitality Corporation.

THIS CONVEYANCE IS EXPRESSLY SUBJECT TO THE FOLLOWING:

1. Metropolitan Nashville and Davidson County real property taxes for the year 1980, a lien, but not presently due and payable;

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

3. The Plan of Lions Head Village Subdivision, which shows an Owner's Certificate, a minimum building setback line of 20 feet from Briley Parkway along the lot's southerly boundary, a minimum building setback line of 15 feet from Post Place along the lot's easterly boundary, no access to Briley Parkway, access to Post Place limited to a point shown upon said Plan, public utility and storm drainage easements, and other matters upon said Plan of record in Book 5210, page 200, said Register's Office;

4. Easements for sewers and/or storm drainage of record in Book 5114, page 818 and Book 3376, page 102, said Register's Office;

5. Temporary easements conveyed to Metropolitan Government of Nashville and Davidson County, Tennessee, null and void after completion of the widening of Briley Parkway, of record in Book 5490, page 478, said Register's Office; and

6. Restrictions contained in instrument of record in Book 5524, page 549, said Register's Office, as follows:

A. Rights of adjoining landowner to approve Grantee's architectural drawings for the overall development of said land as well as Grantee's site plan, and landscaping plans, lighting, drainage, exterior signs, construction materials, and other plans of Grantee having to do with the quality of construction, provisions for the maintenance of improvements and overall aesthetics of the development.

B. All utilities to be located upon said land and serving the improvements to be constructed upon said land shall be placed underground.

STATE OF TENNESSEE:
COUNTY OF DAVIDSON:

The actual consideration or value whichever is greater, for this transfer is $ 449,000.00

Subscribed and sworn to before me, this the 15th day of July, 19 80

Affiant

My commission expires: 8-2-81 (Affix Seal)

Notary Public

unimproved ( )

This is improved ( ) property, known as ..... (House Number) (Street) Grantee, its 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 ~~XXXXXX~~ (successors), ~~XXX~~ and assigns forever we covenant that we are 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 herein provided.

assigns Grantee, its

We further covenant and bind ourselves, our~~XXX~~ and representatives, to warrant and forever defend the title to said real estate to said ~~XXXXXXXX~~ (successors), ~~XXX~~ and assigns, against the lawful claims of all persons.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

Witness our hands this ..... day of July *, 19* 80 *, the corporate party, if any, having caused its name to be signed hereto by its duly authorized officers on said day and date.*

..... SOUTHERN HOSPITALITY CORPORATION

..... By: Frank L. Upham, Jr. V.P. & Sec.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

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....., *Tennessee, this*..... *day of*....., *19*.....

....., *Notary Public.*

Commission Expires.....

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, Joan M Maclean, *a Notary Public of the State and County aforesaid, personally appeared* Kirk A Waters, Jr., *with whom I am personally acquainted, and who, upon oath, acknowledged* him *self to be* Vice President & Secretary *of the* SOUTHERN HOSPITALITY CORPORATION, *the within named bargainor, a corporation, and that* he *as such* Vice President & Secretary, *being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by* him *self as* Vice President & Secretary.

Witness my hand and seal, at office in Nashville, Tennessee
this 15th *day of* July, *19*80

Joan Maclean
Notary Public

Commission Expires 5-2-81

IDENTIF. REFERENCE

FELIX Z. ANDERSON REGISTER
DAVIDSON COUNTY, TENN.
Jul 16 9 46 AM '80

F.9.7.7.6.1

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5625 PAGE 68

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
			449000.00- CO	
			1167.40 CO TX	
			.50 PRFEE	
			9.00 WDEED	
			CHECK 1176.90-	
9799A	07/16/80		BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

F. 9 7 7 6 1

IDENTIF. REFERENCE T

Jul 16 9 46 AM '80

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY TENN.

No. 768081