7430
03/11/97 09:00 CHECK

This Instrument Prepared By:
L. H. Armistead, III
Bone and Crawford
A Professional Law Corporation
Vanderbilt Plaza, Suite 900
2100 West End Avenue
Nashville, Tennessee 37203

WARRANTY DEED

Address New Owner(s) As Follows	Send Tax Bills To	Map Parcel Numbers
Arby's, Inc.	Same	60-4-16 ML
3495 Piedmont Road, N.E.		
Atlanta, Georgia 30305		

FOR AND IN CONSIDERATION of the sum of One Hundred Eighty-Two Thousand Five Hundred Dollars ($182,500.00), receipt of which is hereby acknowledged, we, OLIVER H. DALE and wife, CLAUDINE M. DALE ("Grantors"), have bargained and sold and do hereby transfer and convey unto ARBY'S, INC., an Ohio corporation ("Grantee"), its successors and assigns, a certain tract of land located in Davidson County, Tennessee and described as follows:

PARCEL I:

Being Tract II on the plan of A Re-subdivision of the Dale Property as of record in Book 6250, page 320, of the Register's Office for Davidson County, Tennessee, and being more particularly described by a survey by Miller/Wihry Inc. dated March 7, 1985, as follows:

Beginning at a concrete monument on the western right-of-way of Dickerson Pike (U.S. 41/31W; State Route 11) said point also being 1130 feet more or less north of the intersection of said Pike and Oak Valley Drive; thence along said right-of-way with a bearing of South 6 degrees 26 minutes 26 seconds West a distance of 150.00 feet to a concrete monument; said point being the common corner of Sarah Elizabeth Hailey as of record in Book 1229, Page 521, Register's Office for Davidson County, Tennessee; thence leaving said right-of-way along Hailey's north line with a bearing of North 84 degrees 47 minutes 24 seconds West a distance of 209.10 feet to an iron rod; thence leaving Hailey's line with a bearing of North 6 degrees 26 minutes 26 seconds East a distance of 150.00 feet to an iron rod; thence with a bearing of North 84 degrees 47 minutes 24 seconds East a distance of 209.10 feet to the point of beginning, containing 31,358 square feet, more or less.

PARCEL II:

Being part of Tract I on the plan of A Re-subdivision of the Dale Property as of record in Book 6250, page 320, of the Register's Office for Davidson County, Tennessee, and being more particularly described by a survey by Miller/Wihry Inc. dated March 7, 1985, as follows:

Beginning at the southwest corner of the above Parcel 1, thence North 84 degrees 47 minutes 24 seconds West a distance of 10.90 feet to a point; thence North 6 degrees 26 minutes 26 seconds East a distance of 150.00 feet to a point; thence with a bearing of South 84 degrees 47 minutes 24 seconds East a distance of 10.90 feet to an iron rod; thence

with a bearing of South 6 degrees 26 minutes 26 seconds West a distance of 150.00 feet to the point of beginning, containing 1635 square feet, more or less.

Being part of the property conveyed to Oliver H. Dale and wife, Claudine M. Dale by deed from Jake W. Sheridan, Sr. and wife, Catherine G. Sheridan as of record in Book 4560, page 658, Register's Office for Davidson County, Tennessee, as to a 1/2 undivided interest, and also being part of the property conveyed to Oliver H. Dale and wife, Claudine M. Dale by deed from Robert R. Dunn and wife, Katherine Dunn, Devisees under the Will of Thomas Edward Earps, and Robert R. Dunn, Executor, Estate of Thomas Edward Earps as of record in Book 4870, page 743, said Register's Office, as to a 1/2 undivided interest.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in anywise appertaining, to the said Grantee, its successors and assigns, forever.

AND Grantors do hereby covenant with Grantee that they are lawfully seized and possessed of the said real estate in fee simple; that they have good right to sell and convey the same; and that the same is unencumbered, except for 1985 real estate taxes which have been prorated and Grantee agrees to assume.

AND Grantors do further covenant and bind themselves, their heirs and assigns, to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming under them.

IN WITNESS WHEREOF, the Grantors have caused this instrument to be executed on this 8th day of March, 1985.

Oliver H. Dale
OLIVER H. DALE

Claudine M. Dale
CLAUDINE M. DALE

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $182,500.00.

ARBY'S, INC.

By: _____
John N. Staggs
Regional Real Estate Manager
Real Estate and Construction Department

Subscribed and sworn to before me, this 8th day of March, 1985.

_____
NOTARY PUBLIC

My commission expires:

July 22, 1987

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Oliver H. Dale and Claudine M. Dale, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 8th day of March, 1985.

_____
NOTARY PUBLIC

My commission expires:

July 22, 1987

EXHIBIT A

EASEMENT AGREEMENT

An easement over the south ten feet of the premises conveyed by this deed for the benefit of the land owned by the Grantors adjoining the premises conveyed by this deed (such adjoining premises being that part of the premises conveyed to Grantors by deed from Jake W. Sheridan, Sr., and wife, Catherine G. Sheridan, recorded in Book 4560, page 658, in the Register's Office for Davidson County, Tennessee, not conveyed By Grantors to Grantee under this deed, and are hereinafter referred to as "Grantors' Adjoining Land") which easement shall be for the purpose of repairing and maintaining the present underground utilities serving the motel located on the Grantors' Adjoining Land. Such easement shall be only for such purpose and shall not be for any other development or use of the Grantors' Adjoining Land; upon the termination of such motel use, such easement shall terminate. If repairs or maintenance of the utilities within the easement are required, the Grantors may enter thereupon and excavate as necessary so long as the surface of the easement area is restored promptly in a first class manner.

I 8 8 1 2 7

IDENTIF. REFERENCE

MAR 11 10 56 AM '85

DAVIDSON COUNTY, TN

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6507 PAGE 464

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

182500.00- CAMT
474.50 CSTAX
.50 PRFEE
12.00 WDEED
CHECK 487.00-
7430A03/11/85 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

I 8 8 1 2 7

IDENTIF. REFERENCE

MAR 11 10 56 AM '85

FELIX Z. WILSON, REGISTER
DAVIDSON COUNTY, TN

No. 114652