Owner & Tax Bill
Republic Bank Dallas, N.A.
Pacific and Ervay Streets
Dallas, Texas 75201

PREPARED BY:
Mark A. Todd, Esq.
Jenkens & Gilchrist
3200 Allied Bank Tower
Dallas, Texas 75202

Map 92-6 Parcels 72 + 73

GENERAL WARRANTY DEED

THE STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT QUINN-L CORPORATION ("Grantor"), a Louisiana corporation, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by REPUBLICBANK DALLAS, N.A. ("Grantee"), a national banking association, whose address is Pacific and Ervay Streets, P.O. Box 225961, Dallas, Texas 75265, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of the following described real property in Davidson County, Tennessee, together with all improvements and fixtures located thereon, all and singular and the benefits, privileges, easements, tenements, hereditaments and appurtenances thereon or in anyway appertaining thereto, and any and all right, title and interest of Grantor in and to adjacent roads and rights-of-way, (said real property, improvements, rights, appurtenances being herein collectively referred to as the "Property"), to wit:

Being Lot No. 38 on the Plan of Williams' Subdivision of Lot 159 in the Boyd Home Tract, as of record in Book 161, page 42, Register's Office for Davidson County, Tennessee.

Said Lot No. 38 fronts 52.1 feet on the northerly side of Broadway, formerly Broad Street, and runs back 200 feet, more or less, on the westerly line and 180 feet, more or less, on the easterly line to an alley measuring 50 feet thereon.

Being the same property conveyed to Ireland's Restaurants, Inc., from Rex H. Jenkins, Jr. and wife, Juneita D. Jenkins, of record in Book 5036, page 495, Register's Office of Davidson County, Tennessee and thereafter conveyed by Ireland's Restaurants, Inc. to Quinn-L Corporation on May 26, 1978.

AND

Land in Davidson County, Tennessee, being Lot No. 39 on the Plan of Williams' Subdivision of Lot 159 of the Boyd Home Tract, as of record in Book 161, page 42, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point in the northerly margin of Broadway, formerly Broad Street, 78.6 feet easterly from the intersection of the northerly margin of said Broadway and the easterly margin of a 15 foot alley; thence with the northerly margin of Broadway, eastwardly 52.1 feet to the southwest corner of Lot No. 38 on said Plan; thence with the line between Lot Nos. 38 and 39, northwardly 230 feet, more or less, to a point in the southerly margin of a 15 foot alley, thence with the southerly margin of said 15 foot alley,

westwardly 50 feet to the northeast corner of Lot No. 40 on said Plan; thence with the line between said Lot Nos. 39 and 40, southwardly 238 feet, more or less, to the beginning.

Being the same property conveyed to Ireland's Restaurants, Inc., by deed from Michael P. Brodbine and wife, Anne Brodbine, of record in Book 5039, page 365, Register's Office of Davidson County, Tennessee and thereafter conveyed by Ireland's Restaurants, Inc. to Quinn-L Corporation on May 26, 1978.

BUT SUBJECT to the following to the extent they may be valid and subsisting and affect the Property:

1. The terms, conditions, requirements, agreements, stipulations and provisions of that certain Landlord's Waiver dated September 8, 1981, executed by and among Grantor, Nashville/SML, Inc. Centre Limited Partnership ("Nashville") and Nashville City Bank and Trust Company, a Tennessee banking corporation, of record in Book 5792, page 706, Register's Office of Davidson County, Tennessee.

2. Financing Statement executed by Nashville, as debtor, to and in favor of Grantee, as secured party, of record in Book 6182, page 918, Register's Office of Davidson County, Tennessee.

3. (i) 1985 taxes for Lots 38 and 39 10W00590, unpaid, plus penalty, interest and costs.

   (ii) 1984 taxes for Lots 38 and 39, unpaid, plus penalty, interest and costs.

   (iii) Metro taxes for 1986, a lien but not yet due and payable.

4. The lien and provisions of that certain Commercial Loan Deed of Trust, Assignment of Rents and Security Agreement (the "Deed of Trust") dated November 16, 1983, executed by Nashville to Curtis R. Hawley, Trustee for the benefit of Grantee, recorded in Book 6177, page 109, et seq. Register's Office of Davidson County, Tennessee, as amended by that certain Amendment to Commercial Loan Deed of Trust dated June 21, 1985, executed by Nashville to and in favor of Grantee, recorded in Book 6626, Page 885, Register's Office of Davidson County, Tennessee and that certain Amendment to Commercial Loan Deed of Trust dated November 8, 1985, executed by Grantor and Nashville to and in favor of Grantee, recorded in Book 6721, page 766, Register's Office of Davidson County, Tennessee (the Deed of Trust, as so amended, is hereinafter referred to as the "Deed of Trust").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anyway belonging unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, and its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the Property subject as aforesaid, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and understood hereby that:

(i) The lien and provisions of the Deed of Trust (the "Deed of Trust Lien") are not released or relinquished in any manner or respect whatsoever and shall remain in existence and in full force and effect until released by a instrument duly executed and acknowledged by Grantee and recorded in the Register's Office of Davidson County, Tennessee, which release may be made by Grantee as, when and if Grantee shall determine in the exercise of its sole discretion;

(ii) The priority of the Deed of Trust Lien shall be maintained;

(iii) Grantee and Grantor do not intend that there be, and there shall in no event be, a merger of the Deed of Trust Lien with title to the Property by virtue of the conveyance made hereby, but do intend that the said Deed of Trust Lien and title to the Property be kept separate;

(iv) This General Warranty Deed (and the conveyance made hereby) is being executed, delivered and accepted in lieu of foreclosure.

In addition to the foregoing, Grantor hereby represents and warrants to Grantee, its successors and assigns, that as of the date hereof it has not taken or omitted or failed to take any action, and that from and after the date hereof it shall not take or omit or fail to take any action, which action or inaction resulted in or otherwise may result in the sale, transfer, conveyance, assignment or encumbrance of, or the imposition of any lien or security interest (except real estate tax liens) against, including without limitation any mechanic's or materialmen's lien, the Property, whether or not such sale, transfer, conveyance, assignment, lien, security interest or encumbrance is subordinate to the Deed of Trust Lien. The representations and warranties of Grantor set forth in the preceding sentence shall be continuing and shall not be subject to any investigation or verification by any party hereto or by anyone acting on behalf of any party hereto.

IN WITNESS WHEREOF, this General Warranty Deed has been executed by Grantor on the 15 day of September, 1986.

GRANTOR:

QUINN-L CORPORATION,
a Louisiana corporation

By: _____
S. ~~Mark~~ Lovell, President

STATE OF LOUISIANA §
§
PARISH OF CADDO §

BEFORE ME, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared S. Mark Lovell, with whom I am personally acquainted or proved to be upon satisfactory evidence and who upon his oath acknowledged himself

to be the President of Quinn-L Corporation, a Louisiana corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation and attesting the same.

WITNESS MY HAND AND OFFICIAL SEAL of office at Shreveport, Caddo Parish, Louisiana on this 5th day of September, 1986.

Hazel D Woodley
Notary Public in and for said Parish and State

My Commission is for Life

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS

$2,500,000.00 Charles W. Burr
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF October 1986.

J. Anne Smith
Notary Public

MY COMMISSION EXPIRES: April 19, 1987
(AFFIX SEAL)

5 8 1 3 8

IDENTIFICATION REFERENCE

Oct 30 1 07 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

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

RECEIVED OF _____

FOR _____

BOOK 7025 PAGE 7

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

2,500,000.00 CONV.

7000.00 CSTAX
.00 PRFEE
12.00 WDEED
CHECK 7012.50-
0237A12/30/86 BAL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

5 8 1 3 8

IDENTIFICATION REFERENCE

Oct 30 1 07 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 06346