This Instrument Prepared By:
Milton W. Smith, Jr., Atty.
4301 Hillsboro Road, Suite 330
Nashville, Tennessee 37215

MORTGAGEE: NONE

BOOK 7505 PAGE 707

SPECIAL WARRANTY DEED

0206 04/01 0101 03CHECK 849.50

ADDRESS NEW OWNER AS FOLLOWS:	SEND TAX BILLS TO :	MAP PARCEL NUMBERS
TREETOP ENTERPRISES, INC. 5100 LINBAR DRIVE NASHVILLE, TN. 37211	(SAME)	Map 50-16 Parcel 27

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) KNOW ALL MEN BY THESE PRESENTS: THAT

R. E. Godshall and wife, Mildred Hinshaw Godshall, hereinafter called GRANTOR, for and in consideration of the sum of THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) cash to it in hand paid by Treetop Enterprises, Inc., a Tennessee corporation, hereinafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said GRANTEE, its successors or assigns, subject to the further provisions of this Deed, that certain tract or parcel of land (the "Property") lying and being in the City of Nashville, County of Davidson, State of Tennessee, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by GRANTOR and accepted by GRANTEE subject to all valid and subsisting conditions, covenants, restrictions, exceptions, rights-of-way and easements of record and all laws, regulations and restrictions, including building and zoning ordinances, of municipal or other government authorities applicable to and enforceable against the above described property.

GRANTOR herein warrants and covenants that GRANTOR will not buy, sell, lease or otherwise make available any land either now controlled by GRANTOR or acquired subsequent to the date of this deed, within one city block or 1,000 lineal feet, whichever is greater, of the demised premises for use for restaurant or food service purposes for a period of 50 years from the date hereof. This covenant shall be binding upon GRANTOR, their heirs and assigns. GRANTOR does further agree that they will not convey any parcel of land within the restricted area except by lease or deed containing restricted area except by lease or deed containing restrictive covenants equivalent to the above, which fully protect GRANTEE'S interest herein. Any subsequent purchaser or lessee under the GRANTOR herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and running with the land.

Ad valorem taxes and special assessments, if any, against the Property herein conveyed for the current year shall be prorated between GRANTOR and GRANTEE as of the effective date hereof, and GRANTEE hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the above-described Property, together with the appurtenances, estate, title and interest thereto, unto the said GRANTEE, its successors and assigns, subject to the provisions hereof, and in lieu of all other warranties,express or implied, GRANTOR does hereby bind themselves, their heirs and assigns, to warrant and forever defend the title to the Property unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise.

IN WITNESS WHEREOF, GRANTOR has executed this Deed as of the 30th day of March, 1988, but EFFECTIVE as of the 31st day of March, 1988.

R. E. Godshall
R. E. GODSHALL

Mildred Hinshaw Godshall
MILDRED HINSHAW GODSHALL

STATE OF GEORGIA)
COUNTY OF FULTON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, R. E. Godshall and wife, Mildred Hinshaw Godshall, the within bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Atlanta, Georgia, this 30th day of March, 1988.

Marie I Ashton
Notary Public

My commission expires: 3-25-91

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value whichever is greater for this transfer is $300,000.00.

Subscribed and sworn to before me this the 31st day of March, 1988.

R. Lee Cowden
AFFIANT

Karen A. Harris
Notary Public

My commission expires: 1-10-89

This is unimproved property known as 3304 Dickerson Road, Nashville, Tennessee.

EXHIBIT "A" TO SPECIAL WARRANTY DEED

A tract of land in Davidson County, Nashville, Tennessee, being Lot 1 on the Resubdivision of Lots B-1, B-2, B-3 and B-4, Tamble Subdivision of record in Plat Book 5800, page 6, Register's Office for said county, to which reference is here made and as more particularly described according to the survey of Bruce Rainey & Associates, Job No. 880026, dated February 17, 1988, as follows:

Beginning at a concrete monument, said point of beginning being the Northeast corner of the herein described tract and also being the Southeast corner of the John L. Moore property of record in Book 1157, page 555, said Register's Office, said point of beginning also being on the westerly margin of Dickerson Road (U.S. 31 and 41); thence with the margin of said Dickerson Road as follows: S08° 00' 03" W 42.00 feet to a concrete monument; thence S03° 56' 27" E 83.38 feet to an iron pin; thence S06° 57' 23"W 94.93 feet to an iron pin; thence S82° 49' 00" E 18.29 feet to an iron pin; thence S38° 17' 29" W 50.00 feet to an iron pin; thence leaving the margin of said Dickerson Road and with the McDonald's Incorporated property N82° 48' 47" W 210.00 feet to an iron pin; thence N08° 24' 12"E 266.05 feet to an iron pin; thence with the line of the said John L. Moore property S83° 43' 45" W 171.17 feet to the point of beginning.

Being the same property conveyed to R. E. Godshall by deed from Exxon Education Foundation, a not for profit New Jersey corporation, of record in Book 7494, page 338, said Register's Office.

17733

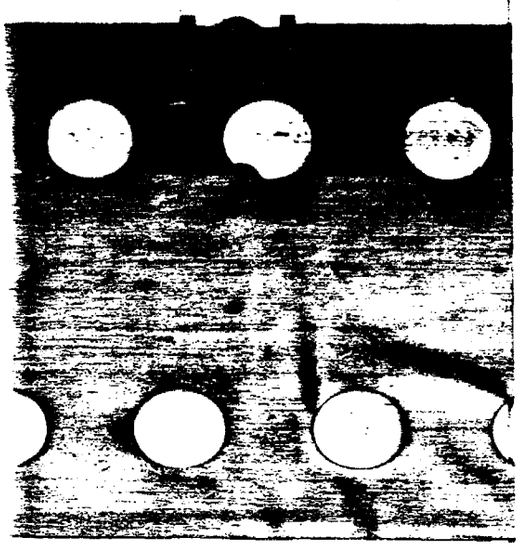
IDENTIFICATION REFERENCE

APR 1 1 13 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

OFFICIAL RECEIPT

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



RECEIVED OF _____

FOR _____

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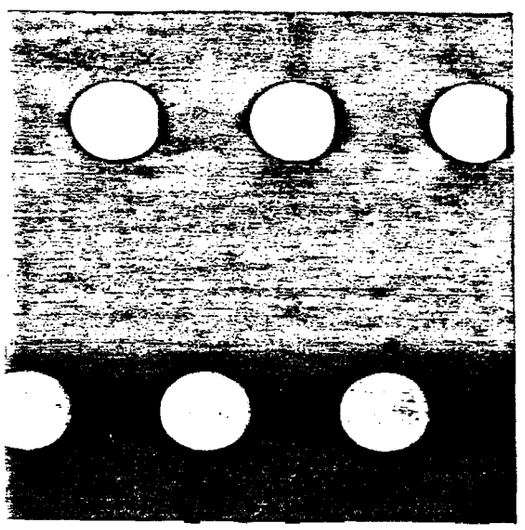
CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TAX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TAX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL

CAMT	300000.00
CON TX	840.00
PRFEE	0.50
[illegible]	9.00
TOTAL	849.50
CHECK	849.50

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY [illegible]

04/01/88 01 13:17 0001 0206



17733

IDENTIFICATION REFERENCE

APR 1 1 13 PM '88

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 76424