BOOK 8330 PAGE 595

Book 49

STATE OF TENNESSEE
COUNTY OF

THE ACTUAL CONSIDERATION OR VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $ 245,000

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 15 DAY OF April 91

Notary Public

MY COMMISSION EXPIRES My Commission Expires Nov. 26, 1994

STUART JONES NOTARY PUBLIC AT LARGE STATE OF TENNESSEE

THIS INSTRUMENT WAS PREPARED BY

STUART JONES, ATTORNEY (NAME) 325 UNION STREET (ADDRESS) NASHVILLE, TN 37201

ADDRESS NEW OWNER(S) AS FOLLOWS	SEND TAX BILLS TO	MAP-PARCEL NUMBERS
TREETOP ENTERPRISES, INC. (NAME)	SAME (NAME)	183-44
5100 Linbar Drive (STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37211 (CITY) (STATE) (P O ZIP)	(CITY) (STATE) (ZIP)	

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE, BERKK'S, INC. A TENNESSEE CORPORATION

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO TREETOP ENTERPRISES, INC.

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND IN DAVIDSON COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS TO-WIT

SEE EXHIBIT "A" ATTACHED

06722

IDENTIF. REFERENCE

APR 16 2 50 PM '91

DAVIDSON COUNTY TN.

4982 04/16 0101 03CHECK 824.50

"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 foodservice purposes for a period of 50 years, or the maximum restrictable time under state law on the date of execution hereof. This covenant shall be binding upon GRANTOR, his successors, assigns or beneficiaries. GRANTOR does further agree that he will not convey any parcel of land within the 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."

unimproved ( )
This is improved ( ) property, known as _____ (House Number) (Street) (P.O. Address) (City or Town) (Postal Zip)

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns, forever, and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it, and the same is unencumbered, unless otherwise herein set out, and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever 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 HIS hand _____ this 12 day of April, 1991

BERKK'S, INC.

BY: _____ President.

STATE OF TENNESSEE }

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___.

Commmission expires_____ _____

Notary Public

_____

FLORIDA.

STATE OF ~~TENNESSEE~~ }
COUNTY OF PALM BEACH }

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared EDWARD E MARCH and —, with whom I am personally acquainted and who upon (~~their oaths~~ his oath) acknowledged (~~themselves~~ himself) to be the PRESIDENT OF BERKK'S, INC., A TENNESSEE CORPORATION and ~~x x x x x x x x x x x~~ respectively of the _____ the within named bargainor, a corporation, and that (~~they~~ he) as such PRESIDENT and _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said EDWARD E MARCH as such PRESIDENT, ~~and attesting the same by the said _____ as such _____~~

Witness my hand and official seal at office at BOCA RATON FL. on this the 12 day of APRIL, 1991

My commission expires NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: Feb. 5, 1995. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public

WARRANTY DEED

FROM

TO

Furnished by:

MID-SOUTH TITLE INSURANCE CORPORATION
LAWYERS TITLE INSURANCE CORPORATION

325 Union Street Building, Nashville, Tennessee 37201

EXHIBIT "A"

TRACT I:

A tract of land in the Second Civil District of Metropolitan Nashville Davidson County, Tennessee more particularly described as follows:

BEGINNING at an existing iron pin on the easterly right of way line of Interstate 24, at the southeast corner of Lot 2 on the plat of the Resubdivision of Lot 2, Milmarnat Subdivision, as recorded in Plat Book 4300, page 118, R.O.D.C., Tennessee, the property of 1310 Associates as recorded in Deed Book 6897, page 208, R.O.D.C., Tennessee and the southwest corner of the herein described tract; thence,

1. With the east boundary line of Lot 2, N 10° 58' 59" E, 273.65 feet to an existing iron pin; thence,
2. S 83° 05' 03" E, 200.01 feet to a hole drilled in sidewalk; thence,
3. With the west right of way line of Old Hickory Boulevard, S 11° 13' 00" W, 199.35 feet to a concrete right of way monument; thence,
4. With the easterly right of way line of Interstate 24, S 29° 44' 10" W, 99.25 feet to a concrete right of way monument; thence,
5. N 84° 47' 17" W, 141.44 feet to a concrete right of way monument; thence
6. N 41° 54' 29" W, 32.68 feet to the point of beginning and containing 56,563 square feet or 1.299 acres.

Tract is all of Lot 3 on the plat of the Resubdivision of Lot 2, Milmarnat Subdivision, as recorded in Plat Book 4300, apge 118, R.O.D.C., Tennessee and is the property of Berkks, Inc., as recorded in Deed Book 7559, page 653, R.O.D.C., Tennessee and contains within its boundary, a cemetery, according to the survey prepared by Ragan-Smith-Murphy & Associates, Inc., dated October 31, 1988 and revised March 8, 1991 under Job No. 88-149.

TRACT II:

A non-exclusive 50' Access Easement as shown on plan of record in Book 4300, page 118. (See attached Exhibit "B")

BEING the property conveyed to BERKK'S, INC., A TENNESSEE CORPORATION, by Deed of record in Book 7559, page 653, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
DESCRIPTION OF TRACT "II"

Being a 50-foot access easement shown and set out by plat of Resubdivision of Lot Two, Milmarnat Subdivision as of record in Book 4300, page 118, R.O.D.C., Tennessee and being more particularly described as follows:

Beginning at the southwest corner of Lot No. 1 Milmarnat Subdivision as of record in Book 4175, page 145, R.O.D.C., Tennessee and being the northwest corner of the herein described 50-foot access easement; thence,

1. with the south line of Lot No. 1, S 83° 03' E, 200.00 feet to a point on the westerly right-of-way line of Old Hickory Boulevard; thence,
2. With the westerly right-of-way of Old Hickory Boulevard, S 11° 13' W, 1.84 feet; thence,
3. N 78° 47' W, 9.28 feet to a point; thence,
4. S 11° 13' W, 49.0 feet to the northeast corner of Lot No. 3; thence,
5. With the north line of Lot No. 3, N 83° 03' W, 200.0 feet to a point; thence,
6. Crossing the end of said easement, N 21° 33' 40" E, 51.68 feet to the point of beginning.

EXHIBIT "C"

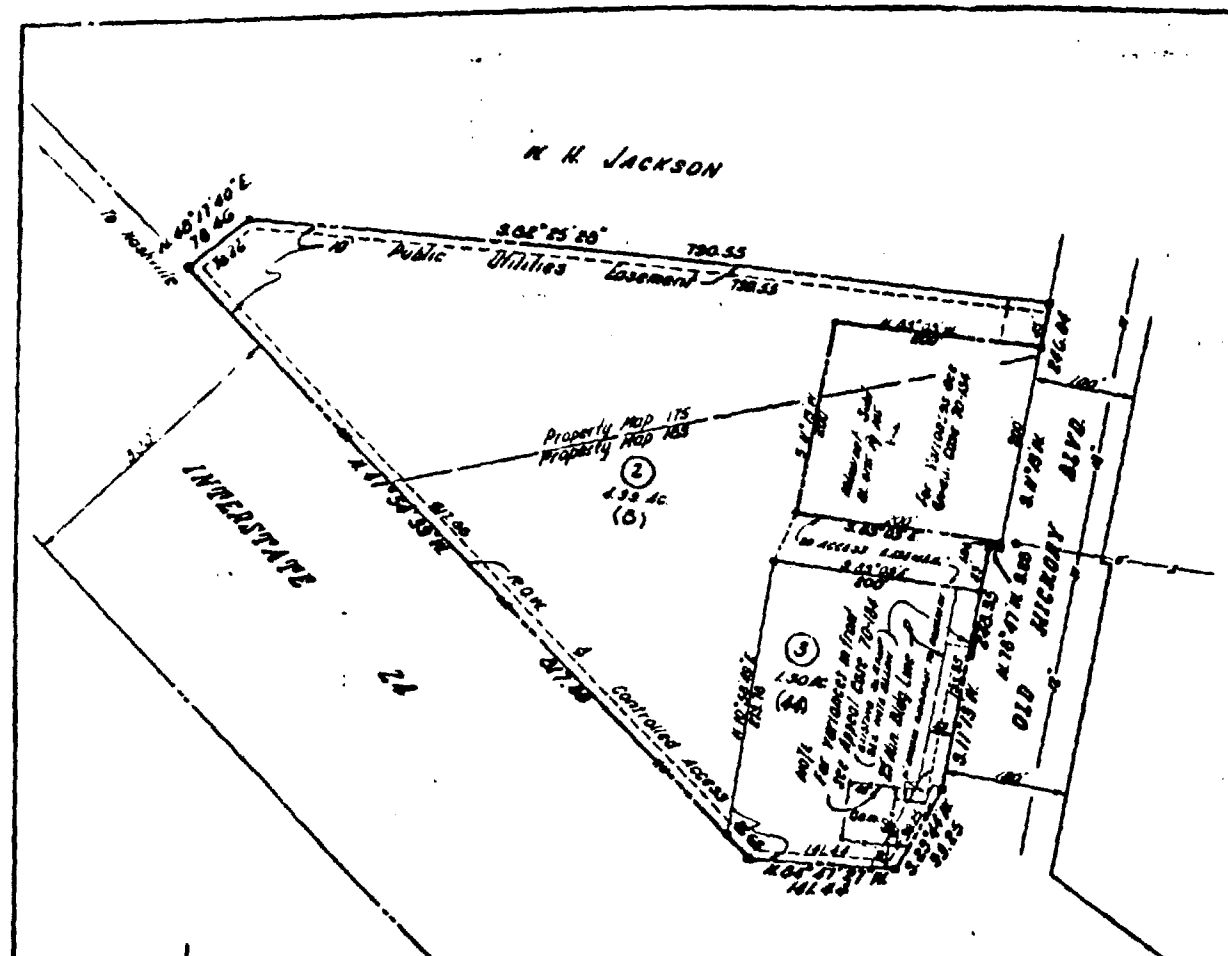
This conveyance is made subject to the following:

Those matters set out as items 2, 3, 4, 6, 7, 8, 9, and 10 on Schedule B, Section II, Lawyers Title Insurance Corporation Case No. 91-10931.

Provided, however, the Grantor warrants that any tax sale of Tract II in order to satisfy unpaid property taxes will not affect Grantee's right to use the easement rights on Tract II.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING
THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT "B" CONTINUED



TOTAL AREA = 7.21 AC.

OWNERS CERTIFICATE

We hereby certify that we are the owners of the property as shown hereon and evidenced in Book____, Page____, R.O.D.C. Tenn., and adopt the plan of subdivision of the property shown hereon and dedicate all public ways and easements as shown. No lot or lots as shown hereon shall again be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established until otherwise approved by the Metropolitan Planning commission. Under no condition shall such lot or lots be subdivided, re-subdivided, altered or changed so as to produce less area than prescribed by the restrictive covenants as of record in Book____, Page____, R.O.D.C. Tenn., running with the title to the property.

Name: MILMARNAT CORPORATION

By _____ Date: 18-28-70

ENGINEERS CERTIFICATE

We hereby certify that the plat shown hereon is correct and that approved monuments shown thus ■ have been placed as indicated. All side lot lines are at right angles or radial to a street unless otherwise noted.

Name: A & A ENGINEERS INC.

By: _____ Date: 27 Oct 70

SUBDIVISION NO. 70-242-G

COMMISSION'S APPROVAL

Approved by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

By: _____ Date: 8-31-71
Secretary

RECORD

Recorded: August 31st 1971 Book 4390 Page 118, in the Register's Office of Davidson County, Tennessee.

NOTE:

NO ACCESS SHALL BE PERMITTED FROM OLD HICKORY BLVD. EXCEPT AT THE EXISTING RAMP AS SHOWN ABOVE UNLESS APPROVED BY THE METROPOLITAN PLANNING COMMISSION.

NOTE

(6) Parcel No. Pertains to Property Map 188

The recording of this plat voids, vacates and supercedes the recording of resubdivision of Lot No. 2 Hickory Cove Subdivision as of record in Book 4390 Page 118 R.O.D.C. Tenn.

RESUBDIVISION LOT TWO

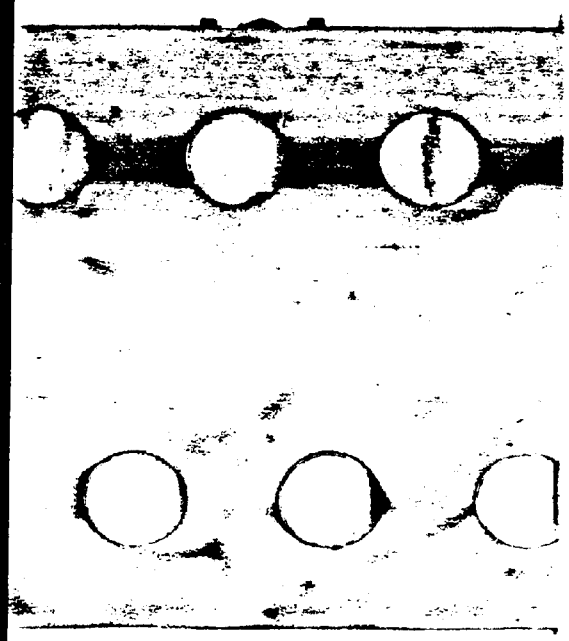
MILMARNAT SUBDIVISION

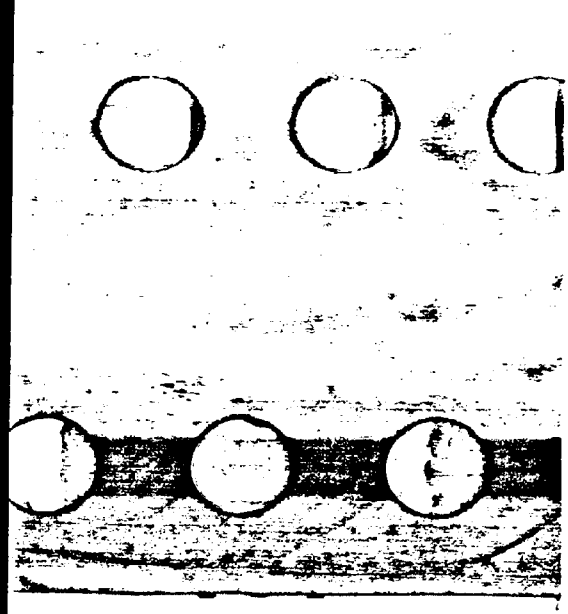
31 ST. COUNCILMANIC DISTRICT - NASHVILLE, TENN.

MILMARNAT CORPORATION
OWNER & DEVELOPER

Scale: 1" = 100'

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IS UNSATISFACTORY WHEN RECEIVED THIS DOCUMENT





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8330 PAGE 600

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

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

CAMT	245000.00
CON TX	808.50
PRFEE	1.00
WDEED	15.00
TOTAL	824.50
CHECK	824.50

04/16/91 01 08:51 0001 4982

06722

IDENTIF. REFERENCE

APR 16 8 50 AM '91

FELIX Z. WILSON, II
DAVIDSON COUNTY TN.

No. 413036