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JEH3188
JBM015-101

BOOK 8358 PAGE 241

FROM: METROCENTER HOLDINGS, INC.

TO: METRO DEE PARTNERS

This instrument prepared by:
DEARBORN & EWING, ATTORNEYS (JEH)
Suite 1200, One Sovran Plaza
Nashville, Tennessee 37239

Address New Owner:	Send Tax Bills To:	Map-Parcel No.
Metro Dee Partners 2500 Clarksville Highway Nashville, Tennessee 37208	Same	Map 81-4 Parcel 37

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $330,000.00.

Richard A. Lewis
Affiant

Subscribed and sworn to before me, this the 23d day of May, 1991.

Notary Public

My Comm. Expires: 7/24/93

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and legal sufficiency of which is hereby acknowledged, METROCENTER HOLDINGS, INC., a Tennessee corporation, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto METRO DEE PARTNERS, a Tennessee general partnership, hereinafter called the GRANTEE, its successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit:

Land in Davidson County, Tennessee being Lot No. 1 as shown on the Plan of Resubdivision of MetroCenter Tract 21-B, of record in Plat Book 7900, page 278, Register's Office for Davidson County, Tennessee.

Being a portion of the property conveyed to MetroCenter Holdings, Inc., a Tennessee corporation, by Quitclaim Deed from MetroCenter Properties, Inc., a Delaware corporation, of record in Book 8321, page 668, said Register's Office.

This property is conveyed expressly subject to all matters of record in the Register's Office for Davidson County, Tennessee, including, but not limited to the following:

1. 1991 real property taxes, a lien but not yet due and payable;

2. Restrictive covenants of record in Book 4784, page 659, as modified in Book 5792, page 787, and made applicable by Book 7012, page 61; Book 5225, page 112 and 120; Book 5242, page 389; Book 5347, page 88 and 166; Book 5792, page 787; Book 4793, page 166; Book 7012, page 61 and 62; and Book 7487, page 952, said Register's Office.

3. Master Deeds and By-laws of record in said Register's Office.

4. All matters shown on that certain title commitment issued by Title Insurance Company of Minnesota, Commitment No. M91-04-43 D&E dated April 18, 1991 at 8:00 A.M.

5. All matters shown on the plan of record in Book 1900, page 278, said Register's Office.

6. The Declaration of Special Covenants and Restrictions attached hereto as Exhibit A, and incorporated herein by reference as if copied verbatim herein.

TO HAVE AND TO HOLD the said real property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its successors and assigns, forever.

GRANTOR further covenants and binds itself, its heirs, representatives, and successors to warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the matters set forth above), but not further or otherwise. 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.

IN WITNESS WHEREOF, GRANTOR has executed this Special Warranty Deed on the 23d day of May, 1991.

METROCENTER HOLDINGS, INC., a Tennessee corporation

BY: _____
Randall W. Parham, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Randall W. Parham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of MetroCenter Holdings, Inc., the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Nashville Tennessee, this the 23d day of May, 1991.

_____
NOTARY PUBLIC

My Commission Expires: 7/24/93

5/2/91 EXHIBIT A BOOK 8358 PAGE 243

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between METRO DEE PARTNERS, a Tennessee general partnership ("BUYER") and METROCENTER HOLDINGS, INC., a Tennessee corporation, ("MCH").

Lot No. 1

WHEREAS, MCH owns all that tract of land known as Tract 21-B, more particularly described on a plat entitled "Resubdivision MetroCenter Tract 21-B" recorded in the Register's Office of Davidson County, Tennessee in Book 7900, Page 278, on the 3rd day of May, 1991, (the "Property") as described in the deed from MCH to BUYER dated the 23d day of May, 1991.

WHEREAS, as a part of the consideration for the conveyance of the Property by MCH to BUYER, MCH and BUYER agree to restrict the use of the Property by those certain covenants and restrictions hereinafter set forth.

NOW THEREFORE, for valuable consideration and the representations, covenants, obligations and warranties hereinafter set forth by Buyer and MCH, the parties hereto agree as follows:

A. BUYER hereby covenants, warrants and agrees for itself, its successors and assigns that the Property shall be used solely for:

1. A Shoney's family-style restaurant or other first-class family restaurant not to exceed 6,500 gross square feet.

2. These covenants and restrictions shall extend for a period of Twenty-Five (25) years from the date hereof. No use other than the aforesaid use specified in Paragraph 1 above shall be made of the Property without the prior written approval of the MetroCenter Project Review Committee (the "PRC"). Such approval shall be in the reasonable discretion of MCH and shall be reasonably consistent with the existing uses in the MetroCenter Business Park. No other use shall be made of the Property without the prior written approval of the PRC or any successor entity (or if there is no successor entity, then MCH, its successor or assigns). The said PRC, in determining whether to grant such approval shall take into account the necessity for and the suitability of the proposed use in the neighborhood, its effect on surrounding property, the nature, quality, appearance and general compatibility of the structure proposed for such use to the character of MetroCenter. The failure to approve of one such use shall not bar further applications for other uses. In the event that such approval is obtained from the appropriate parties aforesaid, such party shall, at the expense of BUYER, its successors or assigns, record a written declaration thereof among the land records of Davidson County, Tennessee.

B. In the event of a breach of any of the special covenants or restrictions contained herein, MCH, or the PRC, as the case may be, after written notice to BUYER, its successors or assigns, and after reasonable opportunity to cure such breach, shall have the right to injunctive relief and any other relief to which it may be entitled under law or equity including liquidated damages in the amount of Two Thousand Dollars ($2,000.00) per day for each day of a continuing violation; provided, however, the foregoing provision for liquidated damages shall be applicable only with respect to a party who has failed to make a good faith effort to cure such breach. The benefits of the special covenants and restrictions contained herein shall inure solely to the benefit of and be enforceable solely by MCH or its successors or assigns or by the PRC or its successors or assigns during such twenty-five (25) year period.

C. All exterior design features, exterior materials, roofing, color schemes and general appearance of any building on the Property shall be subject to the approval of the PRC as constituted under the covenants and restrictions recorded in Book 5242, Page 389; Book 5347, Page 88; Book 5792, Page 787; Book 7012, Page 61 and Book 7487, Page 952 in the Register's Office of Davidson County, Tennessee.

D. This Declaration of Special Covenants and Restrictions is intended to be complementary to all covenants and restrictions herein before recorded among the land records of Davidson County which apply to the Property and to be solely for the benefit of MCH and the PRC, its successors and assigns as herein set forth. In the event of any conflict between the provisions of any one or more or part of any one of these special covenants and restrictions with any other covenant, restriction, zoning or subdivision ordinance or regulation, the provisions of these special covenants and restrictions shall prevail.

E. BUYER covenants and agrees that, upon its purchase of the Property, it will become a member of an association or associations which has been, or may hereinafter be, formed for the purpose of the maintenance and improvement of common (including public) areas in MetroCenter. Such association has or shall be formed among the owners of property in MetroCenter for the purpose of serving the mutual interest of such property owners and the preservation of the safety and aesthetic appeal of MetroCenter, and any such association shall be cooperatively financed by its members on a pro rata basis proportionate to the land area owned by each in MetroCenter, and any such association shall be non-profit with no part of its net earnings inuring to the benefit of any private person.

The formation and operation of any such association shall not affect the rights of MCH and others as set forth in any recorded covenants and restrictions and declarations to enforce any covenant, restriction or lien against the Property.

This Declaration of Special Covenants and Restrictions shall run with and bind the Property and shall be binding upon its successors and assigns.

This Agreement is entered into by the parties this __ day of May, 1990.

METROCENTER HOLDINGS, INC., a Tennessee corporation

ATTEST: _____ BY: _____
Randall W. Parham
President

METRO DEE PARTNERS
a Tennessee general partnership

ATTEST/WITNESS: _____ BY: _____
Richard Lewis

TITLE: Managing general partner

STATE OF TENNESSEE,
COUNTY OF DAVIDSON, TO WIT:

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared RANDALL W. PARHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be President of METROCENTER HOLDINGS, INC., a Tennessee corporation, the within named bargainor, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 23d day of May, 1991.

Notary Public

My Commission expires:

7/24/93

4745 05/23 0101 03CHECK 1105.00

STATE OF TENNESSEE,
COUNTY OF DAVIDSON, TO WIT:

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard Lewis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the managing general partner of METRO DEE PARTNERS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as the managing general partner.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 23d day of May, 1991.

Notary Public

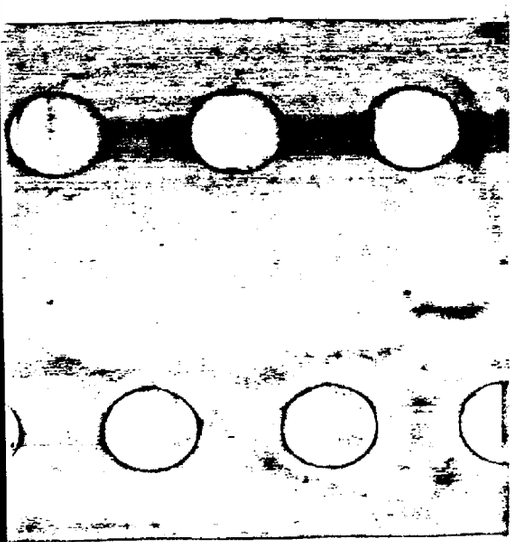
My Commission expires:

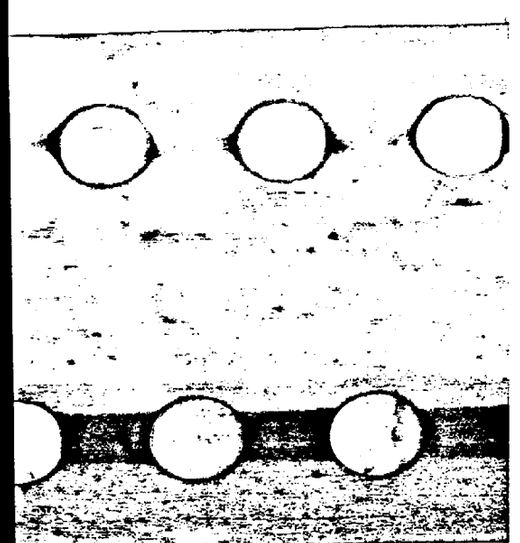
7/24/93

I 6 6 1 0

IDENTIFICATION

MAY 23 11 11 AM '91





OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8358 PAGE 246

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 330000.00
CON TX 1089.00
PRFEE 1.00
WDEED 15.00
TOTAL 1105.00
CHECK 1105.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 05/23/91 01 11413 0001 4745

I 6.6. I. O.

IDENTIFICATION REFERENCE

MAY 23 11 11 AM '91

FELIX Z. WILSON II REGISTER
DAVIDSON CO. NASHVILLE, TN

No. 424319