#41

WARRANTY DEED BOOK 8392 PAGE 397

FROM: CALUMET MOTELS LIMITED,
Grantor

TO: TREETOP ENTERPRISES, INC.,
Grantee

This instrument was prepared by:
Jeffrey R. King
Farris, Warfield & Kanaday
Seventeenth Floor
Third National Bank Building
Nashville, Tennessee 37219

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
5100 Linbar Drive Nashville, TN 37211		97-0-34
		Field Book Numbers
	Same	3D-80950

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Forty Thousand Dollars ($40,000.00).

James C. Dale III
Affiant

SUBSCRIBED AND SWORN TO before me, this the 3 day of June, 1991.

Denise M. Lauderdale
Notary Public

My Commission Expires: 3-27-93

FOR AND IN CONSIDERATION OF the sum of Forty Thousand Dollars ($40,000.00), the receipt and sufficiency of which are hereby acknowledged, CALUMET MOTELS LIMITED, Grantor has bargained and sold, and by these presents does transfer and convey unto the said TREETOP ENTERPRISES, INC., Grantee, its successors, and assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to wit (the "Property"):

[See Exhibit A attached hereto.]

This is unimproved property, known as a portion of Parcel 34 of Tax Map 97.

This conveyance is expressly made subject to the following:

1. The lien for 1991 taxes which have been prorated and will be paid by Grantee.

2. All matters shown on Plat recorded in Book 7900, Page 294.

3. Deed of Conveyance of sanitary sewer of record in Book 8287, page 15.

4. Deed of Conveyance of water main of record in Book 8287, page 39.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors, and assigns, forever.

And Grantor does covenant with the said Grantee that Grantor is lawfully seized and possessed of said land in fee simple; has a good right to convey it, and the same is unencumbered and unrestricted except as to those matters set forth above to which this conveyance is expressly made subject.

And Grantor does further covenant and bind Grantor, its successors, and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors, and assigns against the lawful claims of all persons whomsoever except as to those matters set forth above to which this conveyance is expressly made subject.

Grantor hereby reserves a perpetual, non-exclusive easement over the drives, parking lots and walkways of the Property for the purpose of pedestrian and vehicular ingress and egress for its agents, employees, customers, invitees, successors and assigns.

Grantor covenants that it will not plant any shrubs or trees that are in excess of three (3) feet above road grade along the portion of Grantor's remaining property fronting on Stewarts Ferry Pike which is within 150 feet of the Property. Additionally, any trees or shrubs planted within the specified area must be approved in advance by Grantee, which approval will not be unreasonably withheld or delayed.

Grantor herein warrants and covenants that it will not buy, sell, lease, or otherwise make available any land 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 Property to the following: (1) Huddle House, (2) Shoney's, (3)

Big Boy, (4) Cracker Barrel, (5) Hardee's, (6) Denny's, (7) Kettle, (8) Coffee Kettle, (9) Omelett Shop, (10) International House of Pancakes, (11) Martin's, (12) Bob Evans Farms, (13) Perkins, (14) Dunkin Donuts of America, (15) any type of 24-hour restaurant, or (16) any restaurant that specializes in breakfast, breakfast meat, eggs, pancakes, waffles, or any combination thereof. This covenant shall be applicable for the greater of fifty (50) years or the maximum restrictable time under state law on the date of execution hereof. 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". This covenant shall only be in effect as long as the restaurant on the Property is being operated as a Waffle House restaurant.

Grantee covenants to maintain the Property in a clean and orderly manner. Upon the failure of Grantee to so maintain the Property, Grantor shall provide Grantee with written notice, by certified letter, to cure said failure. In the event Grantee fails to restore the Property to a clean and orderly condition within fourteen (14) days of mailing of said letter, Grantor shall be entitled to take such measures as are necessary to restore the Property to an acceptable condition, and Grantee will be required to immediately reimburse Grantor for the documented expenses of such work.

Witness my hand this 28 day of MAY, 1991.

GRANTOR:

CALUMET MOTELS LIMITED,
an Alabama limited partnership

By: INNISFREE MANAGEMENT CORPORATION,
general partner

By: _____

Title: Pres.

GRANTEE:

TREETOP ENTERPRISES, INC.

By: James C. Dale III

Its: Attorney in Fact

STATE OF Florida)
COUNTY OF Santa Rosa)

Before me, Mary J. Wadlow, a Notary Public of said County and State, personally appeared Julian B. MacQueen, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a partner of CALUMET MOTELS LIMITED, an Alabama limited Partnership by INNISFREE MANAGEMENT CORPORATION, general partner, the within named bargainor, a partnership, and that ___ as such partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at Office, this 28th day of May, 1991.

Mary J. Wadlow
Notary Public

My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: AUG. 31, 1991. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Denise M. Laumeyer, a Notary Public of said County and State, personally appeared James C. Dale III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be attorney-in-fact (or other officer authorized to execute the instrument) of TREETOP ENTERPRISES, INC., the within named bargainor, a corporation, and that he as such atty-in-fact executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as atty-in-fact.

Witness my hand and seal, at Office, this 3 day of June, 1991.

Denise M. Laumeyer
Notary Public

My Commission Expires: 3-27-93

3833J/05-20-91

PROPERTY DESCRIIPTION - 0.644 ACRES

Beginning at a point situated in the northerly margin of Stewarts Ferry Pike, said point being 120.11 feet more or less east of a 75.00 foot break in the Right-Of-Way of Stewarts Ferry Pike;

Thence, leaving said road, around a curve to the left having a central angle of 75°21'45", a radius of 86.33 feet, a tangent of 66.68 feet for a total length of 113.56 feet to an iron pin;

Thence, around a curve to the left having a central angle of 31°33'52", a radius of 97.55 feet, a tangent of 27.57 feet for a total length of 53.74 feet to an iron pin;

Thence, N 41°06'04" W, a distance of 85.22 feet to an iron pin;

Thence, N 55°56'16" E, a distance of 49.53 feet to an iron pin;

Thence, S 80°52'26" E, a distance of 186.75 feet to an iron pin;

Thence, S 03°56'42" W, a distance of 115.00 feet to an iron pin;

Thence, N 80°52'26" W, a distance of 95.00 feet to an iron pin;

Thence, S 16°50'28" W, a distance of 178.85 feet to an iron pin situated in the northerly margin of Stewarts Ferry Pike;

Thence, with said road, around a curve to the left having a central angle of 03°42'47", a radius of 1234.49 feet, a tangent of 46.58 feet for a total length of 80.00 feet to the point of beginning and containing 0.644 acres of land more or less.

Being a portion of the same property conveyed to Calumet Motels Ltd. of record in Deed Book 7971, Page 43, in the Register's Office for Davidson County, Tennessee.

2 8.7.9 9

TENNTITLE REFERENCE

JUL 5 4 19 PM '91

7331 07/05 0101 03CHECK 164.00

EXHIBIT A



OFFICIAL RECEIPT

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

RECEIVED OF _____

FOR _____

BOOK 8392 PAGE 402

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 40000.00
CON TX 148.00
PRFEE 1.00
WDEED 15.00
TOTAL 164.00
CHECK 164.00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK 20 0001 9331

28.799

IDENTIFICATION

Jul 5 4 19 PM '91

No. 438375