BOOK 10236 PG 687

Bot 41

WARRANTY DEED
AND
LEASE TERMINATION

FROM:	The Signature Group, Inc. a Tennessee corporation	This instrument was prepared by: Warren H. Wild, Jr. Farris, Warfield & Kanaday 424 Church Street, Suite 1900
TO:	O'Charley's Inc., a Tennessee corporation, Grantee	SunTrust Center 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
O'Charley's Inc. 3038 Sidco Drive Nashville, TN 37204	Same	86-0-316 Field Book Numbers 4D 93364

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is Three Hundred Thousand and No/100 Dollars ($300,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 22nd day of October, 1996.

Notary Public

My Commission Expires: 9-18-99

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), the receipt and sufficiency of which are hereby acknowledged, The Signature Group, Inc., a Tennessee corporation, Grantor, has bargained and sold, and by these presents does transfer and convey unto the said O'Charley's Inc., a Tennessee corporation, Grantee, its successors and assigns, a certain tract or parcel of land (the "Property") in Davidson County, State of Tennessee, described as follows, to wit:

> Lot No. 1B on the resubdivision of Lot 1, Northlake Village, of record in Plat Book 7900, page 29, Register's Office for Davidson County, Tennessee, to which plat reference is here made for a complete description.
>
> Being the same property conveyed to Grantor by deed from Northlake Village, L.P., a Tennessee limited partnership,

recorded in Book 9811, page 391, Register's Office for Davidson County, Tennessee.

The description of the Property was prepared by John H. Wright, Registered Land Surveyor No. 1014, whose address is Wright & Associates, 2716 Crestdale Drive, Nashville, Tennessee 37214.

This is improved property located near the intersection of Old Hickory Boulevard and Andrew Jackson Parkway.

This conveyance is expressly made subject to the following:

1. The lien for 1996 taxes and that portion of any prior years' taxes, including roll-back taxes, which Grantee is obligated to pay under its Lease with Grantor dated August 1, 1989 for the Property (which Lease is being terminated by the parties upon this conveyance subject to Grantee's continuing obligation to pay such taxes), all of which will be paid by Grantee.

2. All easements, conditions and other matters shown on the Plans of Record recorded in Book 7900, page 29, as amended in Book 8403, page 255, Register's Office for Davidson County, Tennessee.

3. Restrictive covenants contained in instrument of record in Book 7671, page 959, Register's Office for Davidson County, Tennessee.

4. Terms of lease dated 8-10-87, by and between TennSouth Properties, Ltd., as landlord, and M & H Food Companies, Inc., as tenant, a memorandum of which is of record in Book 7327, page 979, as amended of record in Book 7591, page 408 and in Book 7667, page 679, said Register's Office.

5. Terms of lease dated 2-19-88 by and between TennSouth Properties, Ltd., as landlord, and Hook-Super X, Inc., as tenant, a memorandum of which is of record in Book 7572, page 986, said Register's Office.

6. Terms of lease dated May 22, 1991 by and between Northlake Village, L.P., as landlord, and Frank's Nurseries, Inc., as tenant, a memorandum of which is of record in Book 8531, page 352, said Register's Office.

7. All matters and notes shown on the survey and surveyor's report of Wamble & Associates, dated January 16, 1992, File No. 280-0291, and all changes thereto and other matters that would be shown on a current updated survey.

8. Applicable zoning ordinances, and regulations, building restrictions, setback lines, public utility easements affecting the Property, if any.

9. Reciprocal Easement Agreement with Covenants of record in Book 9811, page 397, as corrected in Book 10199, page 901, said Register's Office.

This conveyance is further expressly made subject to the following covenants and restrictions set forth in the deed recorded in Book 9811, page 391, said Register's Office:

(a) The Property shall contain not more than one building, which building shall be of not more than one story, shall have a height, measured from ground elevation to the top

of its roof (including any parapet wall) of not more than 21 feet, and shall contain not more than 6,400 square feet of gross building area. Any change in the exact configuration of the improvements presently existing on the property herein conveyed shall be subject to the approval of Grantor, its successors and assigns, which approval shall not be unreasonably withheld.

(b) Except as otherwise herein provided, the Property may be used for any lawful purpose and no part of such property may be used or occupied for any unlawful business, use or purpose, or for any business, use or purpose deemed disreputable or extra-hazardous, or for any purpose or in any manner which is in violation of any future governmental laws or regulations, or for any purpose or in any manner which may in law constitute a nuisance, public or private.

(c) The Property shall not be used as a theater, disco, bowling alley, nightclub or health spa; provided however, that at such time as the restrictions set forth in the following paragraph (d) terminate, the restrictions contained in this paragraph (c) shall be amended to read as follows:

> The Property shall not at any time be used as a theater, bowling alley, health spa or entertainment business if any such use might be deemed disreputable or inconsistent with the then current use of the surrounding shopping center (now known as Northlake Village Shopping Center), or which might create a nuisance or disruption of the tenants of such shopping center.

(d) For as long as (i) any of the leases referred to as items 4, 5, and 6 on page 2 of this deed remains in full force and effect; (ii) any tenant under any of said leases, or its successors or assigns or any sublessee thereof is entitled to possession of its leased premises under any renewal or extension of any of such leases or under a new lease or under any sublease thereof; or (iii) any grocery store, drugstore, pharmacy, nursery or crafts store is operating upon the Property, the Property shall not be used as or for the operation of (a) a supermarket or other similar operation whose business is the sale of food or food products intended for off premises consumption other than sales incidental to the use of the Property as a restaurant (including take out orders); (b) a retail nursery or crafts store selling nursery or craft items including, but not limited to nursery stock, indoor live goods, annuals, Easter plants, garden supplies and equipment, crafts, Christmas trees, decorations and trimmings; or (c) a drug store or for any business having a pharmacy department requiring the service of a registered pharmacist; provided, however, Grantor, for itself and its successors and assigns, agrees not to extend the term of the Frank's Nurseries, Inc. Lease (Item 6 on page 2) (the "Frank's Lease") beyond the base or primary term and the extension or renewal terms stated therein (the "Current Maximum Term"), whether by extension of the existing lease or execution of a new lease unless, in so doing, the new lease or other document extending the Frank's Lease beyond the Current Maximum Term releases the Property from the restrictions contained in the Frank's Lease that are described in clause (b) of this paragraph (d) effective as of the expiration of the Current Maximum Term. Moreover, in the event the Frank's Lease terminates, for any reason, the restrictions contained in clause (b) of this paragraph (d) shall lapse.

(e) Grantee will comply at all times and in all respects with all laws and ordinances relating to nuisances, health,

safety and sanitation insofar as the Property and the improvements thereon and the streets and highways bounding the same are concerned, and Grantee will not by act or omission, render Grantor liable for any violation thereof. Grantee shall at all times maintain the exterior of the building and landscaping on the Property in good condition, reasonable wear and tear and damage by casualty excepted. In the event that the Property is damaged by fire or other casualty, Lessee, within a reasonable period of time after such occurrence, shall either repair and rebuild the improvements thereon or demolish the improvements and level grade the lot, at its option.

All of the foregoing restrictions shall continue for a period of fifty (50) years after September 29, 1995, unless hereafter revoked or amended in writing executed by Northlake Village, L.P., a Tennessee limited partnership, and Grantee, or their respective successors in interest in the ownership of Lot Nos. 1A and 1B on the resubdivision of Lot 1, Northlake Village, of record in Plat Book 7900, page 29, Register's Office of Davidson County, Tennessee. Unless either party files a notice of record in the Register's Office of Davidson County, Tennessee during the final year of such fifty (50) year period expressing an intention that said restrictions terminate at the end of said fifty year period, all of the foregoing restrictions shall automatically renew and continue for periods of ten (10) years each, subject to future termination by the filing of such notice during the final year of each such extension period. By its acceptance and recording of this deed, Grantee covenants that it will not violate any of the covenants or restrictions contained herein.

The foregoing restrictions may be enforced by Grantor and its successors and assigns and the owner and all tenants from time to time owning or having leasehold rights in Lot 1A on the Resubdivision of Lot 1A, Northlake Village, of record in Plat Book 9700, page 35, Register's Office of Davidson County, Tennessee.

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

And Grantor does covenant with 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 said tract or parcel of land to 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 and Grantee agree that the Ground Lease between them dated August 1, 1989, a Memorandum of which is of record in Book 8015, page 272, Register's Office of Davidson County, Tennessee, is hereby terminated and shall hereafter be of no further force or effect. Grantee joins in the execution of this Deed to acknowledge the termination of said Ground Lease and to acknowledge its acceptance of the restrictive covenants set forth herein.

Witness my hand this 29 day of July, 1996.

Grantor:

THE SIGNATURE GROUP, INC., a Tennessee corporation

By: _____

Title: President

Grantee:

O'CHARLEY'S, INC.

By: _____

Title: Chief Executive Officer

BOOK 10238 PG 692

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Cynthia M Knight, a Notary Public of said County and State, personally appeared Mark McDonald, 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 (or other officer authorized to execute the instrument) of THE SIGNATURE GROUP, INC., the within named bargainor, a Tennessee corporation, and that he as such _____ 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, this 29th day of July, 1996.

Cynthia M. Knight
Notary Public

My Commission Expires: 1/29/2000

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, MARSHA A. ANDERSON, a Notary Public, of said County and State, personally appeared Gregory L. Burns, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Executive Officer (or other officer authorized to execute the instrument) of O'CHARLEY'S INC., the within named bargainor, a corporation, and that he as such Chief Executive Officer executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal, at Office in Nashville, this 2nd day of July, 1996.

Marsha A. Anderson
Notary Public

My Commission Expires 5-23-98

MARSHA A. ANDERSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.
My Commission Expires MAY 23, 1998

This deed has been prepared by Farris, Warfield & Kanaday ("FWK") based solely upon information furnished by Grantor and Grantee. FWK has not undertaken to independently verify any statement, fact, description or other matter set forth herein and undertakes no responsibility nor liability for the correctness or accuracy of any such statement, fact, description or other matter.

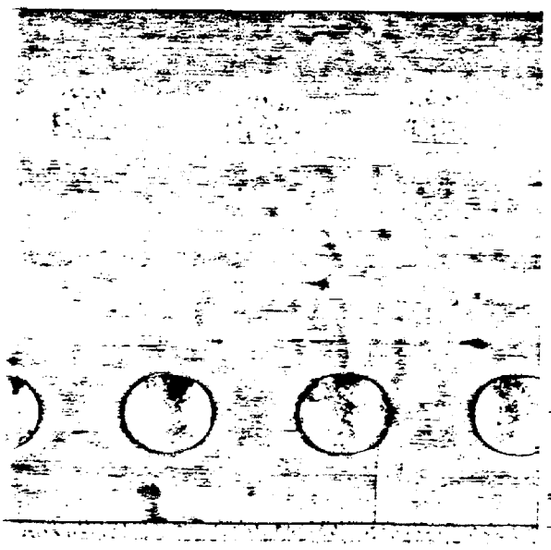
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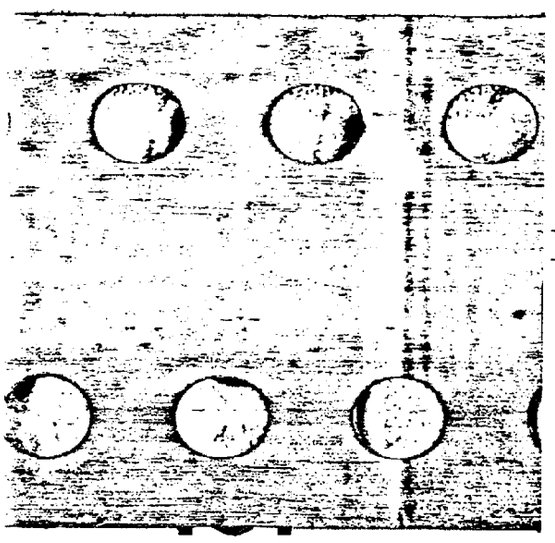
IDENTIFICATION REFERENCE

96 OCT 25 AM 8:57

FELIX [illegible] REGISTER
DAVIDSON COUNTY, TN.

4017 10/25 0101 03CHECK 1135.00





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

RECEIVED OF _____

FOR _____

BOOK 10235 PG 693

CO - CONVEYANCE
MO - MORTGAGE
WD - WARRANTY DEED
TD - TRUST DEED

CC - CERTIFIED COPY
REL - RELEASE
UCC - UNIFORM COMMERCIAL CODE

MISC - MISCELLANEOUS
CO TX - STATE TAX CONVEY
MO TX - STATE TAX MORT
PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
				CAMT 300000.00
				DDN TX 1110.00
				PRFEE 1.00
				WDEED 24.00
				TOTAL 1135.00
				CHECK 1135.00
10/25/96		01		09:02 0001 4017

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0239810
IDENTIF. & REFERENCE

96 OCT 25 AM 8:57
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN.

№ 1080989

No [redacted]