Instr:200005300053249 Page: 1 OF 3
REC'D FOR REC 05/30/2000 1:29:29PM
RECORD FEE: $15.00
M. TAX: $0.00 T. TAX: $1202.50

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transaction is $ 325,000.00

Affiant

Subscribed and Sworn to before me, this the 25th day of May, 2000

Notary Public

Commission Expires: My Commission Expires February 17, 2003

PICK-UP

THIS INSTRUMENT WAS PREPARED BY:
Mark R. Nethers, Esq.
Kutak Rock LLP
Suite 300, 8601 North Scottsdale Road
Scottsdale, Arizona 85253

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBER
FFCA Acquisition Corporation 17207 North Perimeter Drive Scottsdale, Arizona 85255	FFCA Acquisition Corporation 17207 North Perimeter Drive Scottsdale, Arizona 85255	147/7/160

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE HEREINAFTER NAMED GRANTEES, AND IN OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, WE QUINCY'S RESTAURANTS, INC., a Virginia corporation, AS SUCCESSOR IN MERGER TO QUINCY'S RESTAURANTS, INC., an Alabama corporation

HEREINAFTER CALLED THE **GRANTOR**, HAVE BARGAINED AND SOLD, AND BY THESE PRESENTS DO TRANSFER AND CONVEY UNTO FFCA ACQUISITION CORPORATION, a Delaware corporation HEREINAFTER CALLED THE **GRANTEE**, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR PARCEL OF LAND AND IMPROVEMENTS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES (the "Property"), subject to those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the title insurance policy issued to Grantee by Lawyers Title Insurance Corporation in connection with the conveyance hereby.

THIS IS (X) IMPROVED ( ) UNIMPROVED PROPERTY KNOWN AS 4316 Nolensville Road, Nashville, Tennessee

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 covenants 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 claiming by, through or under, the GRANTOR(S) but no further or otherwise. Whenever used, the singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

IT IS HEREBY EXPRESSLY ACKNOWLEDGED AND AGREED (i) that this conveyance is being made subject to and without release of that certain Deed of Trust, Mortgage or Deed to Secure Debt and related UCC financing statements executed and delivered by Grantor to Grantee on or about June 11, 1998 with respect to the Property and recorded in the real property records in the county where the Property is located (the "Lien"), and (ii) that the Lien is NOT RELEASED or RELINQUISHED in any manner or respect whatsoever, but shall remain valid, enforceable, continuous and in full force and effect against the Property, unless and until expressly released by written instrument executed by the holder of the Lien. It is the express intent of Grantor and Grantee that in no event shall there be a merger of the Lien with the title or other interest conveyed to Grantee herein by virtue of Grantee's acceptance of this Deed, and the parties expressly provide that such interest in the Lien, on the one hand, and the title or other interest, on the other, be and shall remain at all time SEPARATE and DISTINCT and the priority of the Lien is intended to be and shall remain in full force and effect, and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Lien to any other liens or encumbrances whatsoever. For purposes of priority as between (i) intervening or inferior liens, claims or encumbrances on or against the Property and (ii) the Lien, all rights of Grantee to exercise its remedies of foreclosure by private power of sale or by judicial foreclosure of any of the Lien are expressly preserved hereby.

WITNESS, this 25 day of May, 2000.

QUINCY'S RESTAURANTS, INC., a Virginia corporation, as successor by merger to QUINCY'S RESTAURANTS, INC., an Alabama corporation

BY: _____

ITS: President

01-262052.01
FFCA No. 8000-6760
Unit No. 7092
Nashville, Tennessee

STATE OF Georgia)
) ss
COUNTY OF Fulton)

Before me, the undersigned, a Notary Public within the State and County aforesaid, personally appeared Gregory M. Buckley, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and upon oath acknowledged to be the President of Quincy's Restaurants, Inc., a Virginia corporation, as successor by merger to Quincy's Restaurants, Inc., an Alabama corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation.

Witness my hand and official seal at office at Cobb County, GA on this 25th day of May, 2000.

Commission expires ~~My Commission Expires~~ February 17, 2003

Melanie Lawter
Notary Public

MELANIE LAWTER NOTARY PUBLIC COBB COUNTY GEORGIA

01-262052.01
FFCA No. 8000-6760
Unit No. 7092
Nashville, Tennessee

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

TRACT I:

LAND in the First Civil District of Davidson County, Tennesse, located in the southeast quadrant of Nolensville Road and Goins Road, being part of Lot 6 on the plan of the Ed L. Ensley Lands, as of record in Plat Book 1, page 24, Chancery Court at Nashville, and being more particularly described as follows:

BEGINNING at a point on the easterly margin of Nolensville Road, said point being the south end of a return to Goins Road; thence, leaving said margin of Nolensville Road with said return to the right 34.87 feet to the southerly margin of Goins Road, said return having a radius of 21.00 feet, a central angle of 95 deg. 08' 03", and a tangent distance of 22.97 feet; thence continuing with Goins Road with a curve to the right 74.99 feet to a point, said curve having a radius of 268.67 feet, a central angle of 15 deg. 59' 32", and a tangent distance of 37.74 feet; thence, S 82 deg. 45' E, 165.63 feet to a point; thence, leaving said margin S 10 deg. 25' E, 99.07 feet to the southwest corner of the property to Dewey T. Hockett, et ux, of record in Book 3852, pages 927 and 929, Register's Office for Davidson County, Tennessee, thence with the northerly line to Joseph Taylor, et ux, of record in Book 929, page 203, Register's Office for Davidson County, Tennessee, N 85 deg. 15' W, 257.69 feet to the easterly margin of Nolensville Road; thence, with said margin N 13 deg. 51' W, 252.43 feet to the point of beginning, containing 25,773 square feet or 0.59 acre, more or less.

TRACT II:

LAND in the First Civil District of Davidson County, Tennesse, located in the southeast quadrant of Nolensville Road and Goins Road, being part of Lot 6 on the plan of the Ed L. Ensley Lands, as of record in Plat Book 1, page 24, Chancery Court at Nashville, and being more particularly described as follows:

BEGINNING at a point on the easterly margin of Nolensville Road, said point being S 13 deg. 51' E, 95.41 feet from the point of intersection of the return to Goins Road; thence, leaving said margin with the southerly line to Lillian White Taylor (Glenn) of record in Book 1049, page 239, Register's Office for Davidson County, Tennessee, S 85 deg. 15' E, passing Hockett's southwest corner at 257.69 feet to the southeast corner of Dewey T. Hockett, et ux, of record in Book 3852, pages 927 and 929, Register's Office for Davidson County, Tennessee; thence, with the westerly line to Dewey T. Hockett of record in Book 5319, page 511, Register's Office for Davidson County, Tennessee, and Roscoe L. Wade, et ux of record in Book 4753, page 662, Register's Office for Davidson County, Tennessee, S 11 deg. 10' E, 176.02 feet to a point; thence, with the northerly line of Andrew Pratt, et ux, of record in Book 931, page 25, Register's Office for Davidson County, Tennessee, and a fence and tree row N 85 deg. 28' W, 348.53 feet to the easterly margin of Nolensville Road; thence, with said margin N 13 deg. 51' W, 179.99 feet to the point of beginning, containing 60,038 square feet or 1.38 acres, more or less.

Being the same property conveyed to Quincy's Restaurants, Inc. by Deed of record in Book 8021, page 995, re-recorded in Book 8045 , page 543, Register's Office for Davidson County, TN. For further reference see Articles of Merger recorded in Book 11092, page 725, said Register's Office.