FILE BOX 57

SPECIAL WARRANTY DEED

Instr:200007050066703 Page: 1 OF 5
REC'D FOR REC 07/05/2000 3:22:49PM
RECORD FEE: $23.00
M. TAX: $0.00 T. TAX: $1942.50

FROM: Jackson Downs, L.P.
Grantor

TO: Jack in the Box Inc.
Grantee

This instrument was prepared by:
Darlene R. Gerson, Esq.
Kane, Russell, Coleman & Logan, P.C.
1601 Elm Street, Suite 3700
Dallas, Texas 75201

Address New Owner(s) as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map-Parcel Number 85-0-98
		Field Book Numbers
Jack in the Box Inc., a Delaware Corporation 9330 Balboa San Diego, California 92123-1516	Jack in the Box Inc., a Delaware Corporation 9330 Balboa San Diego, California 92123-1516	

THE STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is Five Hundred Twenty-Five Thousand and No/100 Dollars ($525,000.00).

Affiant

SUBSCRIBED AND SWORN TO before me, this the 5th day of May, 2000.

PATTY J. WELCH NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Notary Public
My Commission Expires SEPT. 29, 2001

My Commission Expires: 9/29/01

THAT Jackson Downs, L.P., a Georgia limited partnership ("Grantor") for and in consideration of the sum of Ten and No/100 Dollars ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, paid by Jack in the Box Inc., a Delaware

corporation ("Grantee") whose address is 9330 Balboa Avenue, San Diego, California have GRANTED, BARGAINED, SOLD and CONVEYED and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Grantee all that certain land situated in Davidson County, Tennessee, and described on Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes, together with all appurtenances thereon in anywise appertaining thereto and all buildings, structures, fixtures and improvements located thereon, (if any, said land, improvements and appurtenances being herein together referred to as the "Property").

This deed is executed by the Grantor and accepted by Grantee, subject to the permitted exceptions ("Permitted Exceptions") affecting the Property as referenced on Exhibit "B" attached hereto and incorporated, in on and under said Property.

TO HAVE AND TO HOLD the Property unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor, and Grantor's heirs, legal representatives, successors and assigns to WARRANT and FOREVER DEFEND, all and singular the Property unto Grantee and Grantee's heirs, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not further or otherwise.

EXECUTED this the 5th day of May, 2000.

GRANTOR:
Jackson Downs, L.P.,
a Georgia limited partnership

By: Realmark Holdings Corporation,
a Georgia corporation
General Partner

By: _____
Richard S. Davis Jr.
Vice President

STATE OF ~~GEORGIA~~ Tennessee §
§
COUNTY OF Davidson §

Before me, Patty J. Welch, a Notary public of said County and State, personally appeared Richard S. Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President (or other officer authorized to execute the instrument) of Realmark Holdings Corporation, a Georgia corporation and General Partner of Jackson Downs, L.P. and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at Office, this 5th day of May, 2000.

Patty J. Welch
Notary Public

My Commission Expires: 9/29/01

PATTY J. WELCH
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENN.

My Commission Expires SEPT. 29, 2001

EXHIBIT "A"

Property Description

Being a parcel of land in Nashville, First Civil District, Fourteenth Councilmanic District, Davidson County, Tennessee, located generally on the southeast side of Lebanon Road between Jackson Downs Boulevard and the Stones River, one being Lot No. 11, as shown on the Plan, First Revision, Lots 7, 11 and 12, Jackson Downs Commercial, as of record in Plat Book 8250, Page 921, R.O.D.C. and being more particularly described as follows:

Commencing at a point in the southeasterly right-of-way line of U.S. Highway 70 (Lebanon Road) at the easterly terminus of a curve return to Jackson Downs Boulevard, said point also being the northwesterly corner of Lot No. 3 of the First Revision, Section 3, Jackson Downs, as of record in Plat Book 8250, Page 296, R.O.D.C.

THENCE, with said right-of-way line of U.S. Highway 70 the following two calls:

N44°47'00"E, 36.60 feet to a point;
N45°18'00"E, 189.66 feet to the TRUE POINT OF BEGINNING;

THENCE, continuing with said right-of-way line, N45°18'00"E, 192.00 feet to an iron pin found with cap B.W.S. & C Nashville (to which all further reference for iron pin found shall refer)

THENCE, leaving said right-of-way line of Highway 70 along a curve return to the right 47.12 feet to an iron pin found, said curve having a central angle of 90°00'00", a tangent of 30.00 feet and a chord of S89°42'00"E, 42.43 feet;

THENCE, with a southerly property line of Lot 7, First Revision Lots 7, 11 and 12, Jackson Downs Commercial, as of record in Plat Book 8250, Page 921, R.O.D.C., S44°42'00"E, 158.00 feet to an iron pin found;

THENCE, with a northwesterly line of Lot 7, S45°18'00"W, 222.00 feet to a point in the northeasterly line of Lots 3 & 4, First Revision, Section 3, Jackson Downs, as of record in Plat Book 8250, Page 296, R.O.D.C.;

THENCE, with said northeasterly line, N44°42'00"W, 188.00 feet to the point of beginning.

Containing 41,543 square feet or 0.95 acres, more or less.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. All assessments and taxes due in 2000, and thereafter.

2. Overhead line easement to Nashville Electric Service of record in Book 5848, page 105, said Register's Office.

3. Sanitary Sewer Easement granted to the Metropolitan Government of record in Book 10167, page 472, said Register's Office.

4. Public Utility and Drainage Easement of record in Book 8250, page 296, said Register's Office.

5. Subject to all matters shown on the plan of record in Book 8250, page 921, said Register's Office.

6. Terms and conditions of Operation and Easement Agreement by and among Dayton Hudson Corporation, a Minnesota corporation, Mathews Partners, Inc., a Tennessee corporation, and Jackson Downs, L.P., a Georgia limited partnership, of record in Book 9857, page 151, said Register's Office, as amended by First Amendment to Operations and Easement Agreement of record in Book 10841, page 648, said Register's Office and as further amended by Second Amendment to Operations and Easement Agreement of record in Book 10908, page 773, said Register's Office.

7. Terms and conditions of that certain Cross Access Easement Agreement by and among Jackson Downs, L.P., a Georgia limited partnership, Mathews Partners, Inc., a Tennessee corporation and Dayton Hudson Corporation, a Minnesota corporation, dated November 10, 1995, and recorded in Book 9857, page 116, said Register's Office.

8. Easement and right of ingress and egress over and across a strip of land for the purpose of constructing, operating, maintaining and repairing a proposed sign as of record in Book 10990, page 108, said Register's Office.

9. Memorandum of Lease to Office Max of record in Book 10724, page 704, said Register's Office.

10. Utility easement granted to the Metropolitan Government of record in Book 10167, page 499, said Register's Office.