Box 41

Instr:200008020076743 Page: 1 OF 7
REC'D FOR REC 08/02/2000 3:52:52PM
RECORD FEE: $31.00
T. TAX: $0.00 T. TAX: $1217.30

GENERAL WARRANTY DEED

FROM: Boyd Adams,
an individual
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:

Jack in the Box Inc.,
a Delaware Corporation
9330 Balboa
San Diego, California 92123-1516

Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:

Jack in the Box Inc.,
a Delaware Corporation
9330 Balboa
San Diego, California 92123-1516

Map-Parcel Numbers:
95-15-007

THE STATE OF TENNESSEE

COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is THREE HUNDRED TWENTY-NINE THOUSAND AND NO/100 DOLLARS ($329,000.00).

Robert M. Buchanan III
Affiant

SUBSCRIBED AND SWORN TO before me, this the 2nd day of August, 2000.

Deborah A. Wright
Notary Public

DEBORAH A. HUGHES NOTARY PUBLIC DAVIDSON

My Commission Expires: 5/28/03

THAT Boyd Adams, an individual ("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 (92123) P.O. Box 783, San Diego, California 92112, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does 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 (said land, improvements and appurtenances being herein together referred to as the "Property").

This Deed is made and accepted by Grantee with the express understanding that the Grantor consents and agrees that in the event Grantor acquires any property within one (1) mile of the Property that such Property shall not be used for the operation of any hamburger and/or taco-oriented restaurant business, except as may be specifically approved in writing by the Grantee or subsequent fee owner of the Property. Said restrictions shall be deemed a burden on said property and Grantor will execute any document, in recordable form, necessary to make this restriction run with the Property. The restriction contained herein shall be for the benefit of the Property and shall be binding upon Grantor, its heirs, administrators, grantees, successors, lessees, tenants, successors and assigns. Grantor does not own any property within one (1) mile of the Property. It is further agreed that the failure of Grantee to enforce the provisions hereof in the event of a breach of said restriction, shall not be a waiver of the restriction with respect to such breach or any subsequent or different breach.

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.

Grantor hereby represents and warrants that there are no violations of any federal, state or local laws, rules, regulations or orders relating to industrial hygiene or to environmental conditions on, under or

about the Property, including but not limited to soil and groundwater conditions. Grantor hereby agrees to indemnify, defend and hold Grantee, its directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from and against any and all liabilities, losses, costs, expenses, fines and penalties claimed, threatened or asserted against, or suffered or incurred by any Indemnitee, arising out of or as a consequence of the use, generation, transportation, storage, release, presence, treatment, handling or disposal of any hazardous or toxic wastes, substances or materials, or any other pollutants or contaminants ("Hazardous Materials") on or about the Property, including without limitation, all liabilities, losses, costs, expenses and penalties incurred in the removal, remediation and disposal of any Hazardous Materials; provided, however, that the foregoing provisions shall not apply to any Hazardous Materials used, generated, transported, stored or disposed of thereon by an Indemnitee.

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.

EXECUTED this the ___ day of August, 2000.

GRANTOR:



BOYD ADAMS

STATE OF TENNESSEE §
§
COUNTY OF DAVIDSON §

Before me, Deborah A. Hughes a Notary public of said County and State, personally appeared Boyd Adams, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), the within named bargainor, and that Boyd Adams acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office, this 2nd day of August, 2000.

Deborah A. Hughes
Notary Pubic

My Commission Expires: 5/28/03

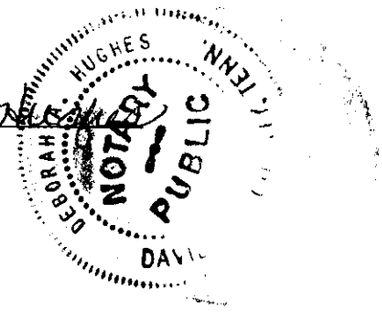


EXHIBIT "A"

LEGAL DESCRIPTION

Being a land in the First Civil District, Nashville, Davidson County, Tennessee, located generally on the south side of Elm Hill Pike between McGavock Pike and Briley Parkway and being more particularly described as follows:

Beginning at an iron pin found with cap "Delle 1710" in the easterly line of the Metropolitan Government, Nashville Electric Power Board, as of record in Deed Book 2157, Page 251, R.O.D.C., said iron pin also being in the southerly right-of-way line of Elm Hill Pike and being located N76° 56'20"W, 376.91 feet from the centerline intersection of Elm Hill Pike and McGavock Pike;

THENCE, with the southerly right-of-way line of Elm Hill Pike along a curve to the right 33.12 feet to an iron pin found, said curve having a central angle of 01°59'13", a radius of 954.93 feet, a tangent of 16.56 feet and a chord of S67°59'20"E, 33.12 feet;

THENCE, continuing with said right-of-way line, S66°59'44"E, 197.45 feet to an iron pin found;

THENCE, with said right-of-way line, S42°23'14"E, 94.47 feet to an iron pin found in the westerly right-of-way line of McGavock Pike;

THENCE, with said westerly right-of-way line of McGavock Pike, S29°58'46"W, passing a witness iron pin found at 115.21 feet, in all 154.82 feet to the centerline of Sims Branch;

THENCE, with said centerline of Sims Branch the following calls;

N61°04'28"W, 85.59 feet;
N55°48'03"W, 47.86 feet;
N75°15'31"W, 42.29 feet;
S57°46'20"W, 53.54 feet;
S89°49'14"W, 57.66 feet;
N48°56'36"W, 150.98 feet;

N22°53'51"W, 46.08 feet to a point in the centerline of Sims Branch at a southeast corner of Bobby Howard and Rebecca Howard, as of record in Instrument No. 20000802000 76458, R.O.D.C.

THENCE, with the southerly line of said Howard, N73°34'47"E, 142.82 feet to an iron pin found;

THENCE, with the easterly line of Howard, N10°45'26"W, 20.19 feet to an iron pin found with cap "Delle 1710", said iron pin being the southwest corner of Metropolitan Government, Nashville Electric Power Board, as of record in Deed Book 2157, Page 251, R.O.D.C.;

THENCE, with the southerly line of said Nashville Electric Power Board, N79°14'34"E, 65.00 feet to an iron pin found;

THENCE, with the easterly line of said Nashville Electric Power Board, N11°06'59"W, 29.74 feet to the point of beginning.

Containing 74,490 square feet or 1.71 acres, more or less.

According to a A.L.T.A./A.C.S.M. Land Title Survey by Sawyer Land Surveying, Mark E. Sawyer, R.L.S., Tennessee License 1649, dated January 20, 2000, File 99-085, last revised July 24, 2000.

Being the same property conveyed to Boyd Adams, c/o PDS Partnership, by deed of record in Book 11657, Page 891, R.O.D.C.

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Electric Power Board Easement of record in Book 2157, page 251.

2. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4260, page 16.

3. Agreement for Dedication of Easement for Sanitary Sewers and/or Storm Drainage of record in Book 4371, page 173.