Box 49

OWNER/RESPONSIBLE TAXPAYER:

REALTY INCOME CORPORATION
220 West Crest Street
Escondido, California 92025-1707

Map 64-15 Parcel 5

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Kritzer & Levick, P.C.
6400 Powers Ferry Road, N.W.
Suite 200
Atlanta, Georgia 30339

Attn: Susan M. Gordon, Esq.

Davidson County DEEDWARR
Recvd: 05/17/01 16:12 9pgs
Fees:39.00 Taxes:1820.40
20010517-0051429

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of the 9th day of May, 2001, by and between **MRS. WINNER'S, L.P.**, a Georgia limited partnership which has an address of 5995 Barfield Road, Atlanta, Georgia 30328, as party of the first part, hereinafter referred to as "Grantor," and **REALTY INCOME CORPORATION,** a Maryland corporation, having an address of 220 West Crest Street, Escondido, California 92025-1707, as party of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" include the heirs, successors, legal representatives and assigns of said parties where the context requires or permits).

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), in hand paid to Grantor by Grantee at and before execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, all that tract or parcel of land lying and being in Davidson County, Tennessee, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"), together with all improvements located thereon and all rights and appurtenances thereto in anywise belonging to Grantor, including but not limited to, all rights, titles and interests, if any, of Grantor in (a) any land lying in or under the bed of any highway, avenue, street, road, alley, open or proposed, in, on, across, abutting or adjacent to the Land, and (b) all rights, titles and interests of Grantor, if any, in and to any awards made, or to be made in lieu thereof, for damage by reason of change in the grade of any such highway, avenue, street, road or alley (all of said Land, property and interests being collectively referred to herein as the Property"); **PROVIDED**, that the Property does not include, and specifically excludes, the items of property more particularly described in Exhibit "B" attached hereto and by this reference made a part hereof **(the "Excluded Equipment")**, regardless of whether such Excluded Equipment is or may be affixed to the Land or any improvements thereon so as to be considered a fixture and part of the real property as a matter of applicable law.

Without expanding by implication the scope of the limited warranty of title set forth hereinbelow, the foregoing property is conveyed subject to zoning ordinances and all matters described on Exhibit "C" attached hereto and by this reference made a part hereof (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD said Property, to the only proper use, benefit and behoof of Grantee forever, in fee simple, subject to the Permitted Exceptions and **FURTHER SUBJECT** to the extent allowed by law and for a period of twenty (20) years from and after the date hereof, a restriction on the use of the Property as a so-called "fast-food" establishment or restaurant having chicken as a Primary Menu Item. For purposes of this paragraph, a Primary Menu Item shall be one from which more than ten percent (10%) of the gross sales of the restaurant or fast-food establishment are derived.

GRANTOR SHALL warrant and forever defend the right and title to said tract or parcel of land unto Grantee, and the heirs, successors, legal representatives and assigns of Grantee, against the claims of all persons claiming, owning or holding by, through or under Grantor, but not otherwise and except for claims arising under or by virtue of the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be signed, sealed and delivered to Grantee, the day and year first above written.

GRANTOR:

MRS. WINNER'S, L.P., a Georgia limited partnership

By: Winners Corporation, a Georgia Corporation, its general partner

By: _____
Name: Devin L. Keil
Title: V.P. of Real Estate

[CORPORATE SEAL]

By: _____
Name: Robert S. Stallings
Title: V.P. Asst. Secretary

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, Dennis K. Keil / Robert S. Snellings, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves ~~self~~ to be the Vice President / V.P. Asst. Secretary of Winners Corporation, the general partner of Mrs. Winner's, L.P., the within named bargainor, a limited partnership, and that ~~th~~ he as such Vice President / V.P. Asst. Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by themselves ~~self~~ as such Vice President / V.P. Asst. Secretary

WITNESS my hand and official seal at office this 8th day of May, 2001.

Tori A. Cicero
Notary Public

My Commission Expires:

_____

(NOTARY SEAL)

TORI A. CICERO NOTARY PUBLIC GEORGIA EXPIRES MAR. 24, 2003 COBB COUNTY

484553-1 5857.0061000

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is $492,000.00.

Susan M. Gordon, Esq.
as attorney for MRS. WINNER'S, L.P.

Subscribed and sworn to before me this 8th day of May, 2001.

Notary Public

My Commission Expires:

LORRAINE VIGIL NOTARY PUBLIC COBB COUNTY, GEORGIA

LORRAINE VIGIL
Notary Public, Cobb County, Georgia
My Commission Expires Sept. 30, 2001

(NOTARY SEAL)

484553-1 5857.0061000

Exhibit A
(Legal Description)

A tract of land in the Eleventh Councilmanic District of Metropolitan Nashville and Davidson County, Tennessee, and shown on a survey by Ragan-Smith Associates, Inc., Job Number 2000-138, W.O. 6589, dated December 4, 2000, last revised January 24, 2001, and proceeding as follows:

BEGINNING at an iron rod (old) on the northerly right-of-way line of Lebanon Road, U.S. 70-N, State Route 24, at the southwest corner of a tract conveyed to Capital Bank and Trust Company by deed recorded in Instrument No. 200002290019790, Register's Office for Davidson County, (R.O.D.C.), Tennessee; thence,

1. With said northerly right-of-way line, westerly, with a curve to the left, having a radius of 1,597.70 feet, a central angle of 04 degrees 20 minutes 49 seconds, for an arc length of 121.21 feet, a chord bearing and distance of South 88 degrees 33 minutes 30 seconds West, 121.19 feet to an iron rod (old); thence,

2. Leaving said northerly right-of-way line and with the easterly line of a 30 foot wide joint ingress and egress easement of record in Deed Book 5230, Page 637, and in Plat Book 5210, Page 71, R.O.D.C., Tennessee, westerly and northerly, with a curve to the right, having a radius of 25.00 feet, a central angle of 97 degrees 28 minutes 04 seconds, for an arc length of 42.53 feet, a chord bearing and distance of North 45 degrees 29 minutes 58 seconds West, 37.58 feet to an iron rod (old); thence,

3. North 03 degrees 15 minutes 48 seconds East, 166.14 feet to a railroad spike (old); thence,

4. Leaving said easterly line, and with the southerly line of said Lot 1 of Moore-Handley, Lebanon Road Site of record in Book 5210, Page 71, R.O.D.C., Tennessee, South 88 degrees 35 minutes 57 seconds East, 149.04 feet to an iron rod (old); thence,

5. Leaving said southerly line with the westerly line of the aforementioned Capital Bank and Trust Company property, South 03 degrees 14 minutes 20 seconds West, 185.81 feet to the Point of Beginning and containing 27,985 square feet or 0.642 acres, more or less.

BEING a portion of the same property conveyed to FFCA Acquisition Corporation, a Delaware corporation, by Special Warranty Deed from Shoney's, Inc., of record in Book 9815, Page 269, Register's Office for Davidson County, Tennessee.

TOGETHER WITH easements appurtenant thereto as shown on Plat of record in Book 5210, Page 71, and as set forth in Book 5230, Page 637, Register's Office for Davidson County, Tennessee.

Exhibit "B"
To Special Warranty Deed

Excluded Equipment

1	36" electric grill
1	Counter warmer, single tier, PASS THRU
4	Tea dispensers
1	Coffee brewer w/ (3) warmers and glass pots for regular & decaf coffee
1	Under-counter refrigerator w/ casters
1	Counter warmer, single tier - NOT PASS THRU
1	Single fryer
2	Convection ovens double stacked
1	Steamer w/ electric controls, w/ door steam cut off valve & table
1	Ice maker with condenser
1	Ice bin with kit and line set
1	Bun pan rack
1	Worktable, 30" x 48"
1	Holding cabinet
1	Breading table
1	Battery of (3/4) fryers
1	T-line and dump station
Lot	shelving for entire store
Lot	Dunnage racks
1	Hot water dispenser w/ bracket & shelf
1	Till Handler Safe w/ smartlock
Lot	Cup dispensers
1	Traffic/serpentine railing
1	(2) drawer warmer
1	Refrigerator w/ opening in top, w/ casters
1	Upright refrigerator
1	Front counter
1	Break counter
1	Manager's desk
1	T-line production counter
1	Sandwich slide
1	Drive Thru Counter
1	Sandwich station for preparation
1	Condiment, bag, and lid holders
1	Trash units and chutes
2	Televisions
1	VCR & monitor for training
1	Delfield freezer w/ work top
1	Water filter system
1	CO2 tank
1	Front counter and/or self-serve drink system
1	Drive-thru drink system

1	Small wares package
1	Drive-thru communication system w/ loop
1	Music system
Lot	Building signs
Lot	Neon window signs
1	Exterior menu board w/ speaker post, appendages, & translites
1	Interior menu board w/ translites
Lot	Border neon
1	Decor package (chairs, tables, booths, wall covering, pendant lights, interior plants & artwork)

2 April, 1997

Exhibit C
(Permitted Title Exceptions)

1. Taxes for the year 2001, which are a lien, but not yet due or payable, and taxes for subsequent years.

2. Rights of others in and to the Joint Users Ingress-Egress, Sanitary Sewer and Water Line Easement as shown on plat of record in Book 5210, Page 71, and as set forth as Easement No. 1 and Easement No. 2 in the instrument of record in Book 5230, Page 637, Register's Office for Davidson County, Tennessee.

3. Survey Number 2000-138, dated December 4, 2000, last revised January 24, 2001, prepared by Ragan-Smith Associates, Surveyors, indicates the following:

   a) 74 foot minimum building setback line from centerline of Lebanon Pike.
   b) 20 foot minimum building setback line from rear line.