Box 49

Prepared by and return to:
Eric B. Marks, Esquire
Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue
Orlando, Florida 32801

Davidson County DEEDWARR
Recvd: 05/18/01 13:53 4pgs
Fees:19.00 Taxes:2277.35
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TENNESSEE
Davidson County

SPECIAL WARRANTY DEED

FROM: **SHONEY'S, INC.**, Grantor

TO: **7023 OLD HARDING RD., LLC**, Grantee

Address New Owner as follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes:	Map/Parcel Number:
7023 Old Harding Rd., LLC. 6356 Old Orchard Cove Memphis, Tennessee 38119	Same	Map _____ Parcel 142/274

OATH OF VALUE

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $615,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

By: _____
Print Name: Jeffry Gordon
Title: Vice President - Real Estate

Subscribed and sworn to before me by Jeffry Gordon, this 7th day of May, 2001.

Pamela Tidwell
Notary Public

My commission expires: 9-24-01

PAMELA TIDWELL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

{OR390836;1}

THIS SPECIAL WARRANTY DEED, dated as of the 7th day of May, 2001, by **SHONEY'S, INC.**, a Tennessee corporation, having an address at 1727 Elm Hill Pike, Nashville, Tennessee 37210, hereinafter called the Grantor, to **7023 OLD HARDING RD., LLC**, a Tennessee limited liability company, having an address at 6356 Old Orchard Cove, Memphis, Tennessee 38119, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain real property (the "Property") situate in Davidson County, Tennessee, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING MATTERS:

1. **Taxes and assessments (both general and special) for the year 2001 and subsequent years, which are not yet due and payable.**

2. **Any state of facts that would be disclosed by an accurate survey or independent inspection of the Property.**

3. **Any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record, if any; provided that this reference shall not reimpose the same.**

4. **All applicable building and zoning ordinances, and all applicable regulations and restrictions imposed by governmental authorities.**

5. **That certain Lease Agreement by and between Shoney's, Inc., as landlord and Lee's Company Operations, LLC, as tenant, dated September 29, 1995, as subleased by Lee's Company Operations, LLC, as sublessor to Winners International Restaurants Company Operations, Inc., as sublessee, dated December 27, 1999.**

GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXACT AMOUNT OF ACREAGE OR SQUARE FOOTAGE IN THE PROPERTY, OR AS TO THE OWNERSHIP OF THE MINERALS LOCATED ON, UNDER OR WITHIN THE PROPERTY. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH

RESPECT TO THE CONDITION OF THE PROPERTY CONVEYED HEREBY, INCLUDING IMPROVEMENTS LOCATED THEREON, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PROPERTY CONVEYED HEREBY, INCLUDING IMPROVEMENTS LOCATED THEREON, IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed as of the date first above set forth.

SHONEY'S, INC., a Tennessee corporation

By: _____
PrintName: Jeffry Gordon
Its: Vice President - Vice President

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Before me, the undersigned, a Notary Public at Large within said County and State, personally appeared Jeffry Gordon, to me known (or proved to me on the basis of satisfactory evidence), to be the persons described in and who executed the foregoing instrument, and acknowledged and affirmed he is the Vice President - Real Estate of Shoney's, Inc., a Tennessee corporation, and that said instrument was signed and sealed on behalf of Shoney's, Inc., by authority of its Board of Directors and said Vice President - Real Estate executed the same for the purposes therein contained and acknowledged said instrument to be the free act and deed of said entity.

Witness my hand and seal, at office in Nashville, Tennessee, this 7th day of May, 2001.

[seal]

Pamela Tidwell
Notary Public, State of Tennessee

Pamela Tidwell
Print, type or stamp name of Notary Public
My commission expires 9-24-01

PAMELA TIDWELL NOTARY PUBLIC AT LARGE

{OR390836;1}

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot No. 1B on the Plan of the Resubdivision of Lot 1, Peggy Ann Wiggins Division of record in Book 6200, Page 169, Register's Office for Davidson County, Tennessee, to which plan reference is made for a more complete description.

Being a portion of the property conveyed to Shoney's, Inc., a Tennessee corporation by deed of record in Book 6362, Page 252, in the Office of the Register of Deeds for Davidson County, Tennessee.