This Instrument Prepared By:
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Suite 1000, One Commerce Street
Nashville, Tennessee 37201

PICK-UP

Davidson County DEEDWARR
Recvd: 02/04/02 15:40 5pgs
Fees:28.00 Taxes:6290.00

20020204-0015366

ADDRESS NEW OWNER
O'Charley's Inc.
3038 Sidco Drive
Nashville, Tennessee 37204

SEND TAX BILLS TO:
Same

MAP PARCEL
Map 34-2
Parcel 66

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,700,000.00.

O'CHARLEY'S INC.,
Affiant

By: _____

Its: Executive Vice-President

Subscribed and sworn to before me this the 31st day of January, 2002.

_____
Notary Public

My Commission Expires: 5-28-03

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars ($10.00), cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Two Mile Partners**, a Tennessee general partnership, hereinafter called "GRANTOR," has bargained and sold, and by these presents does transfer and convey unto **O'Charley's Inc.**, a Tennessee corporation, hereinafter called "GRANTEE," its successors and assigns, certain real property in Davidson County, State of Tennessee, described as follows (the "Property"):

(SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN)

The Property is transferred subject to the limitations, restrictions, and encumbrances set forth on **Exhibit "B**."

This is improved property known as 912 Two Mile Pike, Goodlettsville, Tennessee 37072.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and GRANTOR does covenant with said GRANTEE that it is lawfully seized and possessed of the Property in fee simple, has a good right to convey it, and the same is free from all encumbrances made or suffered by Grantor, except as listed on **Exhibit B** and reservations and limitations as expressly provided for hereby; and GRANTOR does further covenant and bind itself, its successors, assigns and representative, to warrant and forever defend the title to the Property to the said GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under the GRANTOR, but not further or otherwise. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

[*Remainder of Page Left Blank*]

WITNESS its hand this, the 30th day of January, 2002.

GRANTOR:

Two Mile Partners, a Tennessee general partnership

By: _____

Gregory Burns

Title: General Partner

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gregory Burns, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be a general partner of Two Mile Partners, the within named bargainor, a Tennessee general partnership, and that he as such general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as general partner.

Witness my hand and seal, at office in Nashville, Tenn., this, the 30th day of January, 2002.

_____
Notary Public

My Commission Expires:

5-28-03

N MBH 374199 v2
823499-00068 01/29/2002

EXHIBIT "A"

Land in Davidson County, Tennessee, being Lot E, on the Plan of Lot E revised, Rivergate Park, as shown on plat of record in Plat Book 4595, page 121, in the Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being the same property conveyed to Two Mile Partners by deed from David K. Wachtel and wife, Sharon K. Wachtel, of record in Book 6697, page 347, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

THE FOREGOING DESCRIBED PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING:

1. Davidson County taxes, special assessments and other ad valorem real property taxes for the year 2001 and subsequent years.

2. All matters as shown on Plat recorded in Book 4595, page 121, Register's Office for Davidson County, Tennessee.

3. Matters and Restrictive Covenants as set forth in Book 4668, page 777, Register's Office for Davidson County, Tennessee.

4. Any matters or other facts which a current and correct survey of the Property would show.

5. All applicable zoning and land use laws, statutes, regulations and ordinances p pertaining to the Property.