Box 49
53605

This instrument was prepared by:
David J. White
Dinsmore & Shohl LLP
Bank of America Plaza, Suite 1100
414 Union Street
Nashville, Tennessee 37219

Davidson County DEEDWARR
Recvd: 12/31/02 11:50 5pgs
Fees:28.00 Taxes:2721.88
20021231-0162587

SPECIAL WARRANTY DEED

FROM: **SHN PROPERTIES, LLC, a Delaware limited liability company, as Grantor**

TO: **CNL FUNDING 2001-A, LP, a Delaware limited partnership, as Grantee**

Address New Owner(s) as Follows:	Name and Address of the Person or Entity Responsible for the Payment of Real Property Taxes	Map-Parcel Numbers
CNL Funding 2001-A, LP 450 South Orange Avenue Orlando, Florida 32801	Same	60-8/21

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $735,643.61.

Affiant

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

Notary Public

My Commission Expires:

My Commission Expires 12/17/03

THIS SPECIAL WARRANTY DEED is made as of the 26 day of December, 2002, from **SHN PROPERTIES, LLC**, a Delaware limited liability company (the "Grantor"), to **CNL FUNDING 2001-A, LP**, a Delaware limited partnership (the "Grantee").

Captain D's
Store No. 3522
Nashville, Tennessee
425884_1.DOC

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm, to Grantee, and Grantee's successors and assigns forever, the real property located in Davidson County, Tennessee and more particularly described in **Exhibit A** hereto (the "Property"), subject to matters of record, if any, to the extent the same are valid, subsisting and affect the Property (the "Permitted Encumbrances"), and together with all and singular the rights, privileges, easements, servitudes, rights-of-way and appurtenances belonging or appurtenant to the Property and all improvements (excluding the property described on **Exhibit B** attached hereto) on the Property. Notwithstanding any reference to acreage or square footage contained in the description of the property conveyed hereby, Grantor makes no representation or warranty, express or implied, as to the exact amount of acreage or square footage in the property conveyed hereby. Grantor further makes no representation or warranty, express or implied, with respect to the ownership of oil, gas or other minerals located on, under or within the property conveyed hereby.

This is improved property known as 3021 Dickerson Road, Nashville, Tennessee. The legal description of the Property in **Exhibit A** hereto is the same as in the previous deed.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, easements, servitudes, rights-of-way and appurtenances belonging or appurtenant to the Property and all improvements (excluding the property described on **Exhibit B** attached hereto) on the Property, to Grantee, and Grantee's successors and assigns forever, subject to the Permitted Encumbrances.

Grantor does hereby bind itself, and its successors and assigns, to warrant and forever defend all and singular the Property, subject to the terms of this Special Warranty Deed, unto Grantee and unto Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED HEREIN, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS) CONVEYED HEREBY, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY, CONDITION OR FITNESS THEREOF FOR ANY PARTICULAR USE OR PURPOSE OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS) CONVEYED HEREBY. GRANTEE AGREES THAT THE PROPERTY (INCLUDING, WITHOUT LIMITATION, IMPROVEMENTS) CONVEYED HEREBY IS CONVEYED BY GRANTOR AND ACCEPTED BY GRANTEE IN AN "AS-IS, WHERE-IS AND WITH ALL FAULTS" CONDITION.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed and delivered as of the day and year first above written.

SHN PROPERTIES, LLC, a Delaware limited liability company

By: Captain D's, LLC, a Delaware limited liability company, as Managing Member

By: _____
Name: **Colt Hothorn**
Title: **Vice President**

STATE OF Tennessee
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Colt Hothorn, 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 of Captain D's, LLC, a Delaware limited liability company and the managing member of SHN Properties, LLC, the within named bargainor, a Delaware limited liability company, and that he as such Vice President of the managing member of SHN Properties, LLC, executed the foregoing instrument for the purpose therein contained, by personally signing the name of SHN Properties, LLC, by himself as Vice President of the managing member.

Witness my hand and seal, at office in Nashville, Tennessee, this 13th day of December, 2002.

_____
Name: Patricia Jackson
Notary Public

[SEAL]

My Commission Expires: 7-29-06

PATRICIA JACKSON NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

Captain D's
Store No. 3522
Nashville, Tennessee
425884_1.DOC

Exhibit A

Land in Davidson County, Tennessee, being Lot No. 1 on the Resubdivision of Reserve Parcel "A," E.A. Lindsley Resubdivision, as shown on plat of record in Plat Book 8250, Page 793, in the Office of the Register of Deeds for Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Being part of the same property conveyed to SHN Properties, LLC, by Warranty Deed recorded in Deed Book 10715, Page 443, and re-recorded in Deed Book 10717, Page 899, as corrected by Instrument of Correction recorded in Deed Book 10818, Page 780, and by Quitclaim Deed recorded in Instrument 20021231062586, all in the Office of the Register of Deeds for Davidson County, Tennessee.

Exhibit B

All furniture, trade fixtures, building lettering, signs, sign posts, sign standards, food and customer service equipment (whether unattached or attached to the improvements by bolts and screws and/or by utility connections including, without limitation, walk-in refrigerators and freezers, remote refrigeration systems and exhaust systems and hoods and water heaters), equipment and other items of personal property now owned, acquired, held or used by Captain D's, LLC in its operation of a Captain D's restaurant on the Property, but does not mean and specifically excludes (except as specifically set forth above) all lighting, electrical, heating, air cooling and air conditioning apparatus, gas, electric and power equipment, pipes, pumps, tanks, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, and communications apparatus, drapes, attached floor coverings, including carpeting, storm doors and windows, toilets and sinks, ducts and compressors, and related machinery and equipment including but not limited to compressors, regardless of whether any of the foregoing are affixed or attached to the Property.