This instrument was prepared by:
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Davidson County DEEDWARR
Recvd: 03/04/03 14:08 6pgs
Fees:33.00 Taxes:3755.50
20030304-0028409

SPECIAL WARRANTY DEED

FROM: **SHONEY'S, INC., a Tennessee corporation, as Grantor**

TO: **DONALD KEITH HALL, an unmarried person, 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 Number
Donald Keith Hall 528 Rundle Avenue Nashville, Tennessee 37210	Same	107-01-0-016.00

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,015,000.00.

Affiant

Subscribed and sworn to before me, this the 28th day of February, 2003.

Notary Public

My Commission Expires: My Commission Expires November 26, 2005

THIS SPECIAL WARRANTY DEED is made as of the _____ day of _____, 2003, from **SHONEY'S, INC.**, a Tennessee corporation (the "Grantor"), to **DONALD KEITH HALL**, an unmarried person (the "Grantee").

W I T N E S S E T H:

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 specially granted, bargained, sold, aliened, conveyed and confirmed, and does hereby specially grant, bargain, sell, alien, convey and confirm, to Grantee, and Grantee's heirs, successors and assigns forever, the real property located in Davidson County, Tennessee and more particularly described in **Exhibit A** hereto (the "Premises"), together with all appurtenances thereunto belonging and the improvements on the Premises. This is improved property known as 1727 Elm Hill Pike, Nashville, Tennessee 37210. The legal description of the Premises in **Exhibit A** hereto is derived from the plat of Resubdivision of Lot No. 25 of Revision Section 36 and Revision Section 19, Metropolitan Industrial Park, recorded as Instrument No. 20010409-0034499, in the Office of the Register of Deeds for Davidson County, Tennessee, prepared by James Allen Crawford, III, Tennessee No. 1455, Crawford Land Surveyors, 1929 21st Avenue South, Nashville, Tennessee 37212.

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.

TO HAVE AND TO HOLD the Premises, together with all appurtenances thereunto belonging and the improvements on the Premises, to Grantee and Grantee's heirs, successors and assigns forever. This conveyance is subject to the following: (i) real estate taxes and assessments, both general and special, for the current year and subsequent years; (ii) any state of facts that would be disclosed by an accurate survey or independent inspection of the property conveyed hereby; (iii) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions of record; and (iv) all applicable building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority.

Grantor does hereby bind itself, and its successors and assigns, to specially warrant and forever defend all and singular the Premises, subject to the terms of this Special Warranty Deed, unto Grantee and unto Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and except as to those matters to which this conveyance is expressly made subject. **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 instrument to be duly executed and delivered.

SHONEY'S, INC., a Tennessee corporation

By:_____
Name: Andrew L. Schwarcz
Title: Assistant Secretary

By:_____
Name: Colt Hothorn
Title: Vice President

By:_____
Name: Sean Cross
Title: Vice President

By:_____
Name: David West
Title: Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Andrew L. Schwarcz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Assistant Secretary of Shoney's, Inc., the within named bargainor, a corporation, and that he as such Assistant Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as Assistant Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of February, 2003.

Pamela Tidwell
Notary Public

My Commission Expires
November 26, 2005

[SEAL]

My Commission Expires:_____

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 Shoney's, Inc., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of February, 2003.

Pamela Tidwell
Notary Public

My Commission Expires
November 26, 2005

[SEAL]

My Commission Expires:_____

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Sean Cross, 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 Shoney's, Inc., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of February, 2003.

Pamela Tidwell
Notary Public

My Commission Expires
November 26, 2005

My Commission Expires:_____

[SEAL]

PAMELA TIDWELL NOTARY PUBLIC AT LARGE DAVIDSON

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared David West, 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 Shoney's, Inc., the within named bargainor, a corporation, and that he as such Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 26th day of February, 2003.

Pamela Tidwell
Notary Public

[SEAL]

PAMELA TIDWELL NOTARY PUBLIC AT LARGE DAVIDSON

My Commission Expires:_____

My Commission Expires
November 26, 2005

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Exhibit A

Certain real estate lying and being in the First Civil District of Davidson County, Tennessee, and being more particularly described as follows:

Being land lying in the Fifteenth (15th) Councilmanic District of Nashville, Davidson County, Tennessee, and being Lot No. 1 on the plat of Resubdivision of Lot No. 25 of Revision Section 36 and Revision Section 19, Metropolitan Industrial Park, recorded as Instrument No. 20010409-0034499, in the Office of the Register of Deeds for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being part of the property conveyed to Danner Foods Realty, Inc., by deed of record in Book 4396, page 283, and to Shoney's Big Boy Enterprises, Inc., by deeds of record in Book 4674, page 414, and Book 5084, page 899; the said Danner Foods Realty, Inc., having merged into Shoney's Big Boy Enterprises, Inc., as evidenced by Articles of Merger of record in Book 4976, page 985; the said Shoney's Big Boy Enterprises, Inc., having changed its name to Shoney's, Inc., as evidenced by Articles of Amendment to the Restated Charter of Shoney's Big Boy Enterprises, Inc., of record in Book 5082, page 398, all in the Office of the Register of Deeds for Davidson County, Tennessee.

Less and except from the foregoing property description any part thereof taken or used for rights-of-way for public streets or roads, but this conveyance includes any right of remainder or reversion which exists following any such taking or use.