Davidson County DEEDWARR
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Fees:28.00 Taxes:4810.00

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Prepared by and return to:
First American Title Insurance Co.
National Commercial Services Div.
6077 Primacy Parkway
Suite 121-B
Memphis, TN 38119
Attn: Janine F. Heiner

PICK-UP

TENNESSEE
Davidson County

SPECIAL WARRANTY DEED

FROM: **SHN PROPERTIES, LLC**, Grantor

TO: **JANICE McKEEHAN LaGASSE**, 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:
Janice McKeehan LaGasse 160 Athens Way Nashville, Tennessee 37228	Same	104-02-0 374.00

THIS SPECIAL WARRANTY DEED, dated as of the 17th day of July, 2003, by **SHN PROPERTIES, LLC**, a Delaware limited liability company, having an address at 1717 Elm Hill Pike, Nashville, Tennessee 37210, hereinafter called the Grantor, to **JANICE McKEEHAN LaGASSE**, a married woman, as her sole and separate property, having an address at 160 Athens Way, Nashville TN 37228, 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, but excluding Grantor's or its affiliates interest in (i) Grantor's (and its affiliate's) names, service marks, trademarks, trade names, logos, symbols, indicia, or other forms of advertising and intellectual property, and (ii) all equipment, furniture, fixtures, trade fixtures and other personal property (exclusive of lighting, electrical and heating and air conditioning improvements and water heaters) located on or in the Property, including, but not limited to: (1) removable decor items and office equipment; (2) building lettering, signs, sign posts and sign standards; and (3) 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).

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 2003 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.**

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.

SHN PROPERTIES, LLC, a Delaware limited liability company

By: **CAPTAIN D'S, LLC**, a Delaware limited liability company, its Managing Member

By: _____

Print Name: **Colt Hothorn**

Its: **Vice President**

STATE OF TENNESSEE:

COUNTY OF DAVIDSON:

Before me, the undersigned, a Notary Public at Large within said County and State, personally appeared Colt Hothorn, 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 of Captain D's, LLC, the Managing Member of SHN Properties, LLC, and that said instrument was signed and sealed on behalf of Captain D's, LLC, the Managing Member of SHN Properties, LLC by authority of each of their respective boards or similar bodies and said Vice President executed the same for the purposes therein contained and acknowledged said instrument to be the free act and deed of said entities.

Witness my hand and seal, at office in Nashville, Tennessee, this 17th day of July, 2003.

[Seal]

PAMELA TIDWELL NOTARY PUBLIC AT LARGE DAVIDSON

Pamela Tidwell
Notary Public, State of Tennessee

Pamela Tidwell
Print, type or stamp name of Notary Public
My commission expires 11-26-2005

STATE OF Tennessee
COUNTY OF Davidson

I hereby swear or affirm that, to the best of my knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $1,300,000.00, which amount is equal to or greater than the amount which the property would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 17th day of July, 2003.

Notary Public

My commission expires: My Commission Expires November 26, 2005

PAMELA TIDWELL NOTARY PUBLIC AT LARGE DAVIDSON COUNTY

EXHIBIT A-1

Land in Davidson County, Tennessee, being more particularly described as follows:

Tract I

Land in Davidson County, Tennessee, being Lot No. 1 in Miss Kate Shield's Subdivision of part of Lot 56 Boyd Cockrill Spring Tract which subdivision is of record in Book 57, Page 77, Register's Office for said county.

Said Lot No. 1 fronts 43-9/12 feet on the southern side of West End Avenue and extends back between parallel lines 163-9/12 feet on the east side and 151-1/12 feet on the west side of a 10-foot alley in the rear.

Tract II

Land in Davidson County, Tennessee, being parts of Lot Nos. 5 and 6 on the Plan of John H. Williams, Jr. Subdivision of Lot No. 55 of the Boyd Cockrill Spring Tract, of record in Book 161, Page 77, Register's Office for said County, described according to a survey made by Barge Waggoner and Sumner, Inc., Engineers, August 3, 1965, as follows:

Beginning at a point in the southeasterly margin of West End Avenue, as widened, at its intersection with the southwesterly line of the property conveyed to Abe Zager by deed from Morgan W. Brown, et al., of record in Book 873, Page 635, said Register's Office; thence with the southeasterly margin of said West End Avenue, South 36 degrees West 76.65 feet to the northeasterly line of the Timothy property; thence with same, South 39 degrees 05 minutes East 150.9 feet to the northwesterly margin of an alley; thence with same, North 36 degrees now or formerly East 76.65 feet to a point opposite the corner of a block building owned by Abe Zager; thence North 39 degrees 05 minutes West with the wall of said block building and continuing in the same direction, in all 150.9 feet to the beginning.

SAVE AND EXCEPT for any portions of Tracts I and II conveyed and any portions of Tracts I and II lying within public rights of way.

Being the same property conveyed as "Store No. 3504" to Shoney's, Inc., by Warranty Deed of record in Book 9069, Page 349, in the Register's Office of Davidson County, Tennessee.

Property known as 3005 (formerly 3003) West End Avenue, Nashville, TN

Tax Map/Parcel No. 104-02-0 374.00 (374.00 and 375.00 combined)

Being the same property conveyed to SHN Properties, LLC, a Delaware limited liability company of record in Book 9069, page 349, Register's Office for Davidson County, Tennessee.