FROM: David G. Thompson
SUBSTITUTE TRUSTEE

TO: BANK OF AMERICA, N.A., AGENT
NEW OWNER

Davidson County DEEDTRS
Recvd: 06/25/04 10:33 3pgs
Fees:18.00 Taxes:2053.50
20040625-0075568

| Address New Owner as Follows: | Send Tax Bills To: | Map-Parcel No: |
|---|---|---|
| Bank of America, N.A., Agent<br>c/o Real Estate Asset Sales/OREO<br>10 Light Street, 19th Floor<br>Baltimore, Maryland 21202<br>Attention: Phyllis Nash | SAME | Map 120-5<br>Parcel 198 |

This instrument prepared by: Neal & Harwell, PLC, 150 Fourth Avenue, North, Suite 2000, Nashville, Tennessee 37219

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $555,000.00.

AFFIANT

Subscribed and sworn to before me, this the 25th day of June, 2004.

Tammy Turner Fox
NOTARY PUBLIC

My Commission Expires: 1-27-07

TAMMY TURNER FOX NOTARY PUBLIC AT LARGE DAVIDSON

**SUBSTITUTE TRUSTEE'S DEED**

WHEREAS, Cooker Restaurant Corporation executed an Amended and Restated Deed of Trust to Ron Suedekum, Trustee, dated September 24, 1998, of record in Book 11127, Page 554, Register's Office for Davidson County, Tennessee, as amended by Instrument No. 199912080300997, said Register's Office, which Amended and Restated Deed of Trust was a modification of a Deed of Trust of record in Book 8429, Page 563, as amended in Book 9575, Page 192, said Register's Office, the Amended and Restated Deed of Trust in Book 11127, Page 554, having been amended again by a Second Amendment to Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement and Financing Statement, of record as Instrument No. 200210220129725, said Register's Office (all of which are hereinafter collectively referred to as the "Deed of Trust"), the herein described real estate hereinafter described as the "Property" being used to secure the indebtednesses evidenced by a Term Loan Note (Tranche A) in the original sum of Fourteen Million Three Hundred Fourteen Thousand Two Hundred Three and 10/100 Dollars ($14,314,203.10), a Term Loan Note (Tranche A) in the original sum of Six Million Nine Hundred Ninety-Four Thousand Eight Hundred Nineteen and 94/100 Dollars ($6,994,819.94), and a Term Loan Note (Tranche A) in the original sum of Ten Million One Hundred Ninety Thousand Nine Hundred Seventy-Six and 96/100 Dollars ($10,190,976.96), all of which are payable as

set out in the instrument of record in Instrument No. 200210220129725 (all of which are hereinafter collectively referred to as the "Note"); and

WHEREAS, default having occurred in the payment of the Note, and in accordance with the terms of the Note and Deed of Trust, the holder thereof declared the entire indebtedness due and owing; and

WHEREAS, the lawful owner and holder of the indebtedness, by the terms of a certain instrument of record in Instrument No. 20040525-0061375, Register's Office for Davidson County, Tennessee, appointed David G. Thompson, Substitute Trustee, in the place and stead of Ron Suedekum, Trustee; and

WHEREAS, the owner and holder of the indebtedness directed David G. Thompson, Substitute Trustee, to sell the Property, and in accordance with the terms thereof, and pursuant to said direction, David G. Thompson, Substitute Trustee, did advertise the Property for sale as provided in the Deed of Trust and Note, and the Property was advertised to be sold at 10:15 a.m., on June 25, 2004, at the front steps of the entrance to the office of the Register of Deeds at 501 Broadway, Nashville, Davidson County, Tennessee, at public outcry, to the highest and best bidder for cash, free from the equity of redemption, homestead and dower, and all other exemptions of every kind, all of which are expressly waived in the Deed of Trust, and advertisement of sale was duly published in *The City Paper*, a newspaper of general circulation in Davidson County, Tennessee, on June 4, 11 and 18, 2004; and

WHEREAS, at the time and place of said sale, and upon the Property being offered under the terms hereinabove set forth, Bank of America, N.A., solely in its capacity as Administrative Agent under Amended and Restated Loan Agreement dated October 1, 2002 ("Grantee") was the highest and best bidder, the Substitute Trustee thereby concluding the sale as of 10:20 a.m. a.m., by announcing that the Property had sold;

NOW, THEREFORE, the undersigned, David G. Thompson, Substitute Trustee, pursuant to the bid of Grantee, acknowledges receipt of the sum of Five Hundred Fifty Five Thousand and no/100 Dollars ($ 555,000.00), which was the highest bid, and for and in consideration of said bid, has bargained and sold, and by these presents does hereby transfer and convey unto Grantee, its heirs, successors and assigns, the following described real estate in Davidson County, Tennessee:

> Being all of Lot No. 1, on the Revised Danley Corporation Subdivision according to plat and survey of record in Book 4715, page 37, of the Register's Office of Rutherford (Davidson) County, Tennessee, to which plat reference is here made for more complete details of location and description of said lot.
>
> Being the same property conveyed to Cooker Restaurant Corporation, an Ohio Corporation, by Warranty Deed of record in Book 7036, page 397, of the Register's Office for Davidson County, Tennessee.
>
> This is improved property known as The Cooker Restaurant, 1211 Murfreesboro Road, Nashville, Tennessee 37217.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its heirs, successors and assigns, forever; and David G. Thompson, Substitute Trustee, does hereby transfer, assign, and set over unto Grantee, all of his right, title and interest in

the said property as Substitute Trustee, but no further or otherwise, such sale being subject to all other prior liens and encumbrances of record.

CONCURRENT with the sale of the herein referenced Property, David G. Thompson, Substitute Trustee, acting for and under the instruction of the secured party also conducted a sale under the Uniform Commercial Code of certain personal property which was located on, used in connection with, or related to the premises, the personal property being described as follows:

1. Equipment. Any and all of Cooker Restaurant Corporation's goods held as equipment, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith, now or hereafter located at the Property.

2. Fixtures. Any and all of Cooker Restaurant Corporation's goods held as fixtures, whether now existing or hereafter acquired, now or hereafter located at the Property

3. Substitutions, Proceeds and Related Items. Any and all substitutes and replacements for, accessions, attachments and other additions to, tools, parts and equipment now or hereafter added to or used in connection with the personal property described herein.

Grantee, being the highest and best bidder, did also purchase the personal property referenced herein, and David G. Thompson, Substitute Trustee acting for and under the instruction of the secured party, for the same good and valuable consideration, does by these presents hereby sell, transfer, assign and set over all of the secured party's right, title and interest in and to said personal property, but not further or otherwise, the sale of such personal property being subject to all other prior liens and encumbrances of record, including, but not limited to, the lien of The CIT Group/Equipment Financing, Inc.

IN WITNESS WHEREOF, the said David G. Thompson, Substitute Trustee, has executed this instrument on this the 25th day of June, 2004.

DAVID G. THOMPSON, Substitute Trustee

STATE OF TENNESSEE )
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named David G. Thompson, Substitute Trustee, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained in his capacity as Substitute Trustee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 25th day of June, 2004.

Tammy Turner Fox
NOTARY PUBLIC

My Commission Expires: 1-27-07

TAMMY TURNER FOX NOTARY PUBLIC AT LARGE DAVIDSON