After Recording Return to:
Diana Mills NCS# 212238
First American Title Ins. Co.
3 Greenway Plaza, Suite 1100
Houston, TX 77046

Davidson County DEEDWARR
Recvd: 05/05/06 13:33 5 pgs
Fees:28.00 Taxes:697.08
20060505-0052630

Prepared by:

Peter Ward, Deputy General Counsel
AFC Enterprises, Inc.
5555 Glenridge Connector
Suite 300
Atlanta, GA 30342
Phone: (404) 459-4645

LIMITED WARRANTY DEED
(TAX PARCEL NO.: 120-1-163.00)

THIS INDENTURE, made and entered into this 1st day of May, 2006 by and between **SHELTON DEVELOPMENT COMPANY, L.L.C.**, a Louisiana limited liability company, party of the first part, and **AFC ENTERPRISES, INC.**, a Minnesota corporation, party of the second part, (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

WITNESSETH: That for the consideration hereinafter expressed the said party of the first part has bargained and sold and does hereby bargain, sell, alien convey and confirm unto the said party of the second part all of said party of the first part's right, title and interest, in and to the buildings and improvements, except and excluding the land thereunder, located on the real estate described as follows, situated and being in the County of Davidson, State of Tennessee (the "Property"):

Land lying and being in the Second Civil District Davidson County, Tennessee, being Lot No. 9 of The Oaks, of record in Plat Book 4885, Page 24, of the Register's of Davidson County, Tennessee, to which reference is made for a more complete description.

Being the same property conveyed to Shelton Development Company, L.L.C., from Robert L. Barnhill and wife, Sharon Kay Barnhill, by deed of record in Instrument No. 20030630-0090215, Register's Office of Davidson County, Tennessee.

TO HAVE AND TO HOLD the aforesaid Property, together with all the appurtenances and hereditaments thereunto belonging, or in any wise appertaining unto the said party of the second part, and the heirs and assigns of said party of the second part, forever, in FEE SIMPLE.

And the said party of the first does hereby covenant with the said party of the second part that said party of the first part is lawfully seized in fee of the Property; that the said party of the first has a good right to sell and convey the same; that the same is unencumbered, except for those exceptions to title listed on **Exhibit A** attached hereto and by this reference made a part hereof.

AND the said party of the first, for their heirs, executors and administrators, will warrant and forever defend the right and title to the Property, unto the said party of the second part, and the heirs and assigns of the said party of the second part, against the lawful claims of all persons owning, holding or claiming by, through or under the said party of the first part.

AND Grantor, for their heirs, executors and administrators, will warrant and forever defend the right and title to the Property, unto the said Grantee, and the heirs and assigns of Grantee, against the lawful claims of all persons owning, holding or claiming by, through or under the said Grantor.

THE CONSIDERATION for this conveyance is as follows: Ten (($10.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged.

IN WITNESS WHEREOF, the said party of the first part has signed and seal this deed, the day and year first above written.

GRANTOR:

SHELTON DEVELOPMENT COMPANY, L.L.C.

_____(SEAL)
MICHAEL A. SHELTON, MEMBER

Doc. 348924

STATE OF GEORGIA
COUNTY OF COBB

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared Michael A. Shelton, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon his/her oath, acknowledged himself/herself to be a member of Shelton Development Company, L.L.C., the within named party of the first part, a limited liability company, and that he/she, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such member as his/her free act and deed.

WITNESS my hand and seal, this 28th day of April, 2006.

Notary Public

My commission expires:

DEREK L. SILER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA OCT. 3, 2009

STATE OF GEORGIA
COUNTY OF COBB

I, or we, hereby swear or affirm that to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is $188,400.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Affiant

Subscribed and sworn to before me this the 28th day of April, 2006.

Notary Public

My commission expires:

DEREK L. SILER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA OCT. 3, 2009

(SPACE BELOW THIS LINE FOR STATISTICAL AND RECORDING DATA ONLY)

PROPERTY ADDRESS: 1188 Murfreesboro Pike, Nashville, TN (improved property)

MAIL TAX NOTICES TO:
(Name/Address) AFC Enterprises, Inc.
5555 Glenridge Connector, Suite 300
Atlanta, GA 30342
Attn: Vice President, Development

NAME AND ADDRESS OF
PROPERTY OWNER: AFC Enterprises, Inc.
5555 Glenridge Connector, Suite 300
Atlanta, GA 30342

THIS INSTRUMENT PREPARED BY:

Peter Ward, Deputy General Counsel
AFC Enterprises, Inc.
5555 Glenridge Connector, Suite 300
Atlanta, GA 30342

RETURN TO:

Diana Mills
First American Title Insurance Company
Assistant VP/Senior Escrow Officer
3 Greenway Plaza, Suite 1100
Houston, TX 77046

MT#:

TAX PARCEL NO.: 120-1-163.00

STATE TAX: $_____
REGISTER'S FEE: $_____
RECORDING FEE: $_____
TOTAL: $_____

EXHIBIT A

PREMISES PERMITTED TITLE EXCEPTIONS

(1188 Murfreesboro Pike, Nashville, TN/Store 8645)

1. Taxes and assessments for the year 2006 and subsequent years, which are not yet due and payable. (Map & Parcel #120-1-163.00)

2. All matters as shown on the plat of record in Plat Book 4885, page 24, Register's Office for Davidson County, Tennessee.

3. Restrictions contained in deed of record in Book 4915, page 533 in the aforesaid records.

4. Agreement for dedication of easement water mains and appurtenances of record in Book 4878, page 192 in the aforesaid records.

5. Exceptions to Easement of record in Book 5089, page 74 in the aforesaid records.

6. Matters as shown on that certain survey performed by James Gregory Russell, TNPLS 1864, of Russell & Company, dated March 11, 2006, last revised March 13, 2006:

   a) Apparent easement for overhead power lines
   b) Curb encroachment along eastern property line
   c) Metal building encroachment into 10 foot utility easement along eastern property line
   d) 5 foot utility easement along southern property line
   e) 20 foot sewer easement along southern property line