

THIS INDENTURE, made and entered into this 6 day of June, 1994, by and between NORTH GOODMAN INVESTMENT COMPANY, a Tennessee General Partnership composed of Robert M. Rogers, James L. Fri, Jr., Ellida S. Fri, Richard L. Jacobs, and River Oil Company Profit Sharing Plan and Trust of 530 Oak Court Drive, Suite 165, Memphis, Tennessee, 38117-3722, party of the first part, and APPLE SOUTH, INC., a Georgia corporation of Hancock at Washington, Madison, Georgia 30650, party of the second part.

W I T N E S S E T H :

That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby grant, bargain, sell, convey, and warrant unto the said party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

SEE ATTACHED EXHIBIT "A" INCORPORATED HEREIN BY REFERENCE

The aforesaid property is conveyed and accepted subject to the items described on Exhibit "B" incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto appertaining unto the said party of the second part, its successors, and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforesaid real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as aforesaid, and that the title and quiet possession thereto it will warrant and defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their gender and number according to the context thereof.

WITNESS the signature of the party of the first part the day and year first above written.

STATE OF MISSISSIPPI
JUN 13 11 08 AM '94
BK 272 PG 149
W.E. BENTON CH. CLK.
by S. Cleveland sc

NORTH GOODMAN INVESTMENT COMPANY, a Tennessee General Partnership

By: Robert M. Rogers
Robert M. Rogers

By: James L. Fri, Jr.
James L. Fri, Jr.

By: Ellida S. Fri
Ellida S. Fri

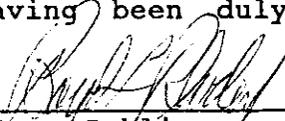
By: Richard L. Jacobs
Richard L. Jacobs

By: RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST

By: James L. Fri, Jr., Trustee
James L. Fri, Jr., Trustee

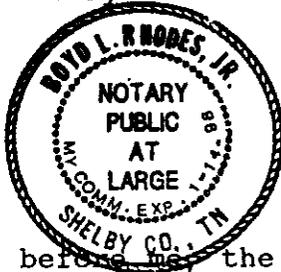
By: Ellida S. Fri
Ellida S. Fri, Trustee

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 6 day of June, 1994, within my jurisdiction, the within named ROBERT M. ROGERS, who acknowledged that he is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.



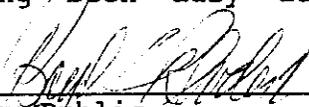
Notary Public

My Commission Expires:
11/4/98



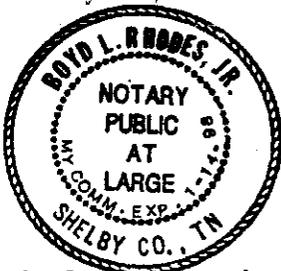
STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 6 day of June, 1994, within my jurisdiction, the within named JAMES L. FRI, JR., who acknowledged that he is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.



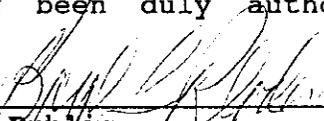
Notary Public

My Commission Expires:
11/4/98



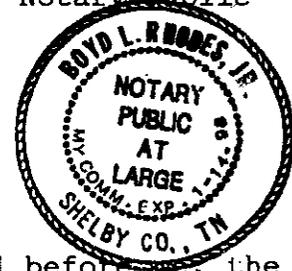
STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 6 day of June, 1994, within my jurisdiction, the within named ELLIDA S. FRI, who acknowledged that she is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, she executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.



Notary Public

My Commission Expires:
11/4/98



STATE OF TENNESSEE
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 6 day of June, 1994, within my jurisdiction, the within named RICHARD L. JACOBS, who acknowledged that he is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and

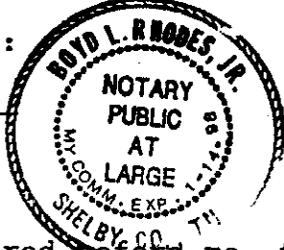
deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said partnership so to do.

[Signature]

Notary Public

My Commission Expires:

11/4/95



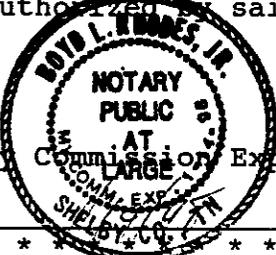
STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, on this 2 day of June, 1994, within my jurisdiction, the within named JAMES L. FRI, JR. and ELLIDA S. FRI, who acknowledged that they are the Trustees of RIVER OIL COMPANY PROFIT SHARING PLAN AND TRUST AGREEMENT, and who further acknowledged that such trust is a General Partner of North Goodman Investment Company, a General Partnership, and that for and on behalf of said partnership, and as its act and deed, they executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said trust and by said partnership so to do.

[Signature]

Notary Public

My Commission Expires:



GRANTOR'S ADDRESS:
c/o Robert M. Rogers
530 Oak Court Drive
Suite 165
Memphis, Tennessee 38117-3722
(901)681-0155
(901)682-2258

GRANTEE'S ADDRESS
(MAIL TAX BILLS TO):
Apple South, Inc.
Hancock at Washington
Madison, Georgia 30650

THIS DOCUMENT PREPARED BY AND RETURN TO:
Boyd L. Rhodes, Jr.
Heiskell, Donelson, Bearman et al.
165 Madison Ave.
Suite 2000
Memphis, TN 38103
(901)577-2314

Property in Horn Lake, DeSoto County, Mississippi;

Lot 4, as shown on subdivision plat entitled "Part of Section 25, Township 1 South, Range 8 West Final Plat A Resubdivision of Lots 3, 4, & 5 of DeSoto Crossing Subdivision Phase 1", located in the southeast quarter of the southwest quarter of Section 25, Township 1 South, Range 8 West, DeSoto County, Mississippi, and recorded in Plat Book 46, Page 39, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made and being more particularly described as follows:

Begin at an iron stake (set) at the northeast corner of Lot No.3 in the southerly line of Desoto Cove, said stake being 135.00 feet eastwardly from the tangent intersection of the southerly line of DeSoto Cove and the easterly line of Interstate Boulevard; thence North 89 degrees 21 minutes 40 seconds East 180.14 feet with the southerly line of said Cove to an iron stake (set) at the northwest corner of Lot No.5A; thence South 00 degrees 38 minutes 20 seconds East 328.08 feet along the westerly line of Lot No.5A to an iron stake (set) in the present northerly line of Goodman Road, said stake being North 86 degrees 45 minutes 16 seconds West 334.35 feet from a "Concrete" Right-of-way monument (found) in a southerly line of Lot No.5A at the present intersection of a northerly line of Goodman Road and a northerly line of the Interstate 55 right-of-way; thence North 88 degrees 12 minutes 25 seconds West 180.30 feet with the northerly line of said Road to an iron stake (set), said stake being South 88 degrees 12 minutes 25 seconds East 99.69 feet from a iron stake (set) at a southwest corner of Lot No.3; thence North 00 degrees 38 minutes 20 seconds West 320.43 feet along the easterly line of Lot No.3 to the point of beginning containing 1.34, more or less, acres of land (58,411, more or less, Square Feet) being subject to all codes, regulations and revisions, easements and right-of-ways of record.

1. 1994 City of Horn Lake and DeSoto County taxes.
2. Subdivision restrictions, building lines, and easements of record in Plat Book 46, Page 39, in the office of the Chancery Clerk of DeSoto County, Mississippi.
3. Party of the first part makes no warranty against any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including but not limited to, oil, gas, sand, and gravel in, on, and under subject property.
4. Easement granted to Mississippi Power & Light Company recorded in Deed Book 262, at Page 770, for the transmission and distribution of electricity as detailed herein.
5. Restrictive Covenants made by North Goodman Investment Company, a Tennessee general partnership dated May 19, 1993, recorded June 2, 1993, in Deed Book 257, page 750.
6. Subdivision plat entitled, "Part of Section 25, Township 1 S, Range 8 W Final Plat A Resubdivision of Lots 3, 4, and 5 of DeSoto Crossing Subdivision Phase 1" recorded in Plat Book 46, page 39, shows:
 - (a) 40' Building Setback Line runs along DeSoto Cove;
 - (b) 10' Utility easement runs along the front and rear lot lines;
 - (c) 5' utility easement runs along the side lot lines;
 - (d) Controlled Access Area runs along Goodman Road (the rear lot line), and as noted on plat "No direct access to Goodman Road is permitted from Lots 3, 4, & 5"; and
 - (e) 20' Building Setback Line runs along the rear lot line as noted on plat.
7. Declaration of Protective Covenants and Reciprocal Easements for DeSoto Crossing Shopping Center Horn Lake, Mississippi recorded in Deed Book 272, Page 116.
8. Sign Panel and Access Easement recorded in Deed Book 257, Page 742.