

Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

Inst # 1993-23541

SPECIAL WARRANTY DEED

STATE OF ALABAMA

§

COUNTY OF SHELBY

§

KNOW ALL MEN BY THESE PRESENTS:

THAT EXXON CORPORATION, a New Jersey corporation, having an office at 800 Bell Street, Houston, Texas 77002-7426, ("Grantor") for and in consideration of the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00), and other good and valuable consideration, cash to it in hand paid by INTERSTATE RESTAURANT INVESTORS, an Alabama general partnership and FRANK C. ELLIS, JR., 100 Vestavia Office Park, Suite 110, Birmingham, Alabama 35216, ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY and undivided seventy five percent (75%) interest to Interstate Restaurant Investors and an undivided twenty-five percent (25%) interest to Frank C. Ellis, Jr. subject to the provisions of this deed, in and to all that certain tract or parcel of land (the "Property") in Township 19 South, County of Shelby, State of Alabama, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and existing conditions, covenants, restrictions, reservations, exceptions, rights-of-way and easements whether or not of record and all laws, regulations and restrictions, including building and zoning ordinances, of municipal or other governmental authorities applicable to and enforceable against the Property.

As further consideration for this conveyance, Grantee does hereby release and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) and causes of action at law or in equity (including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and Grantee's employees, agents, servants and representatives, arising out of or in relation to the environmental condition of the Property, including but not limited to any spills, leaks, or other discharges of motor vehicle fuel, or petroleum products containing hydrocarbons on or into the Property.

As further consideration for this conveyance, Grantee agrees to be responsible for and indemnify Grantor from and against any loss, claim, damage or liability, to include property damage and personal injury and to include any claim made under CERCLA, asserted by any third party or public authority arising out of or in relation to the environmental condition of the Property, including but not limited to any spills, leaks, or other discharges of motor vehicle fuel, or petroleum products or derivatives containing hydrocarbons on or into the Property which may occur on the Property after the Effective Date and during the period of ownership of the Property by Grantee or Grantee's successors.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, except as otherwise provided herein.

Ad valorem taxes and special assessments, if any, against the Property for the current year shall be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs, 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.

Cahala Title

08/10/1993-23541
09:25 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
004 MCD 17.00

IN WITNESS WHEREOF, Grantor has signed this deed this 29th day of July, 1993, but EFFECTIVE as of this 9th day of August, 1993, ("Effective Date").

FORM
APPROVED
LAK

ATTEST:

By: [Signature]
Name: JAMES E. HILL
Title: Assistant Secretary

GRANTOR:

EXXON CORPORATION

By: [Signature] 7/29/93
Name: J. A. HICKS
Title: Agent and Attorney-in-Fact

GRANTEE:

[Signature]
Witness

By: [Signature] ATTY-in-fact
Name: FRANK C. ELLIS, JR.

INTERSTATE RESTAURANT INVESTORS

[Signature]
Witness

By: [Signature]
Name: JOHN MC GEEVER
Title: Gen. Partner

[Signature]
Witness

By: [Signature]
Name: WILLIAM R. ROBERTSON
Title: Gen. Partner

STATE OF TEXAS §
COUNTY OF HARRIS §

I, Lisa L. Taylor, a Notary Public, in and for said county in said state, hereby certify that J. A. Hicks whose name as the Agent and Attorney-in-Fact of EXXON CORPORATION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 29 day of July, A.D. 1993.
[Signature]
Notary Public, State of Texas
My Commission Expires: 5/6/95

STATE OF ALABAMA §
COUNTY OF Jefferson §

I, William R. Swenshe, a Notary Public, in and for said county in said state, hereby certify that JOHN Mc GEEVER AND WILLIAM R. ROBERTSON whose names as general partners and to be of INTERSTATE RESTAURANT INVESTORS, an Alabama general partnership, are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, with full authority, executed the same voluntarily for and as the act of said general partnership.

Given under my hand and seal of office this 9th day of August, A.D. 1993.

Walter R. Sylve
Notary Public, State of Alabama
My Commission Expires: 9-26-98

STATE OF ALABAMA §
 §
COUNTY OF Jefferson §

*John
the owner,
attorney -
in-fact*

I, Walter R. Sylve a Notary Public, in and for said county in said state, hereby certify that FRANK C. ELLIS, JR., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date. *as such attorney-in-fact*

Given under my hand and seal of office this 9th day of August A.D. 1993.

Walter R. Sylve
Notary Public, State of Alabama
My Commission Expires: 9-26-98

A Parcel of land situated in the SE 1/4 of Section 25 and the NE 1/4 of Section 36, all in Township 19 South, Range 3 West, Shelby County, Alabama more particularly described as follows:

Commence at the Northeast corner of said Section 36, Township 19 South, Range 3 West, thence run South along the East line of Section 36 a distance of 266.80 feet to a point; thence 117 deg. 40 min. 00 sec. right and run northwesterly a distance of 165.21 feet to a point on the Westerly right of way line of U.S. Highway No. 31, and the point of beginning. Thence continue on last described course North 62 deg. 00 min. 00 sec. West a distance of 236.92 feet to a point on the Southeasterly right of way line of Valleydale Road, thence 120 deg. 24 min. right and run North 58 deg. 24 min. 00 sec. East along Southerly right of way line of Valleydale Road a distance of 254.53 feet to a point, thence 73 deg. 57 min. 50 sec. right and run South 47 deg. 38 min. 11 sec. East 29.41 feet to a point on the West right of way line of U.S. Highway 31, thence turn 55 deg. 03 min. 31 sec. right and run South 7 deg. 25 min. 20 sec. West along said right of way line a distance of 226.70 feet to the point of beginning; being situated in Shelby County, Alabama.

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