

This Instrument Prepared By:
James F. Burford, III
Attorney at Law
1318 Alford Avenue
Birmingham, Alabama 35226

Send Tax Notice To:

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of Three Hundred Ninety Thousand and 00/100 Dollars (\$390,000.00), the undersigned Grantor (whether one or more), in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., a married man and ELLIS INVESTMENTS, LLC, BENNER INVESTMENTS, LLC, McGEEVER INVESTMENTS, LLC, AND ROBERTSON INVESTMENTS, LLC (herein referred to as Grantors, whether one or more), grant, bargain, sell and convey unto THE KRYSTAL COMPANY, Tennessee Corporation (herein referred to as Grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN (the "Property").

Grantors represent and warrant that there are no assessments due the City of Pelham or any governmental authority for the Property.

SUBJECT TO: See Exhibit 'Z' attached hereto and incorporated by reference herein for the Permitted Exceptions which apply to this conveyance.

TOGETHER WITH the following non-exclusive, perpetual easements which are intended to run with the land:

1. An easement for vehicular and pedestrian ingress and egress over and across those parcels of real property described on Exhibit "B" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successor and assigns and their guests, invitees or contractors; and
2. An easement for ingress, egress and utilities over and across that portion of the real property which is not the Property as described on Exhibit "D" attached hereto and incorporated by reference herein. The parties intend for this easement to ultimately be a public road and each party shall cooperate with the other in the dedication of this easement to the appropriate governmental authority as a public road. Prior to dedication, this easement shall be maintained by Grantor or their successors and assigns, however, Grantee, it's successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantee, it's successors and assigns and their guests, invitees or contractors; and
3. An easement for storm water drainage over, beneath and across that real property which is described on Exhibit "E" attached hereto and incorporated by reference herein. Grantee, it's successors and assigns shall maintain the improvements for storm water drainage within this easement.

ALSO, TOGETHER WITH an exclusive easement for parking and curbing over that portion of the real property described on Exhibit "F", attached hereto and incorporated by reference herein except that portion of the real property described on the said Exhibit "F" which is visually depicted on Exhibit "F-1" for Grantor's signage attached hereto and incorporated by reference herein.

GRANTORS RESERVE unto themselves and to their successors and assigns, the following perpetual easements, running with the land, across the Property:

1. A non-exclusive easement for vehicular and pedestrian EGRESS ONLY in an easterly direction only over and across the real property described on Exhibit "C" attached hereto and incorporated by

reference herein. This easement shall only benefit the Property and that certain real property described on Exhibit "X" which is attached hereto and incorporated by reference herein. Grantee, its successors and assigns shall maintain the improvements within this easement in good condition, however, should extraordinary damage to the said improvements be caused by the Grantor or their successors or assigns, or by their guests, invitees or contractors, such extraordinary damage shall be timely repaired and the cost of such repair paid by Grantor, their successors and assigns; and

2. A non-exclusive easement for ingress, egress and utilities over and across that portion of the real property which is the Property as described on Exhibit "D" attached hereto and incorporated by reference herein. The parties intend for this easement to ultimately be a public road and each party shall cooperate with the other in the dedication of this easement to the appropriate governmental authority as a public road. Prior to dedication, this easement shall be maintained by Grantee or their successors and assigns, however, Grantor, their successors and assigns shall be responsible to timely repair any extraordinary damage occasioned to the improvements within this easement which damage is caused by Grantor, their successors and assigns and their guests, invitees or contractors.

RESTRICTIONS:

(1) The road signage for the Property shall be located only in the area of the Property as visually depicted on Exhibit "G" (see Krystal site plan) attached hereto and incorporated by reference herein

(2) No buildings shall be constructed within sixty (60) feet of the north line of the Property.

NOTE: All of the easements described herein are set forth on Boundary and Easement Map performed by Carr & Associates Engineers, Inc, DWG. No. 99.1108/23.25-R3, 2/2/2000 revision.

The Property conveyed herein is not the homestead of Frank C. Ellis Jr. or his spouse.

TO HAVE AND TO HOLD to the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned, INTERSTATE RESTAURANT INVESTORS, LLP, AN ALABAMA LIMITED LIABILITY PARTNERSHIP and FRANK C. ELLIS, JR., ELLIS INVESTMENTS, L.L.C., BENNER INVESTMENTS, L.L.C., MCGEEVER INVESESTMENTS, L.L.C., and ROBERTSON INVESTMENTS, L.L.C. have hereunto set their hands and seals, this the 22 day of Feb, 2000.

INTERSTATE RESTAURANT INVESTORS, LLP, AN
ALABAMA LIMITED LIABILITY PARTNERSHIP

By: John McGeever

Its: Partner

By: John G. Benner

Its: Partner

By: William R. Robertson

Its: Partner

Frank C. Ellis, Jr.

ELLIS INVESTMENTS, LLC

By: Frank C. Ellis, Jr.

Its: Member

BENNER INVESTMENTS, LLC

By: _____

Its: _____

MCGEEVER INVESTMENTS, LLC

By: _____

Its: _____

ROBERTSON INVESTMENTS, LLC

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that JOHN MCGEEVER, JOHN G. BENNER and WILLIAM R. ROBERTSON, whose names as Partners of INTERSTATE RESTAURANT INVESTORS, LLP AN ALABAMA LIMITED LIABILITY PARTNERSHIP, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

Given under my hand and seal this 22 day of Feb, 2000.

Notary Public

My Commission Expires: 3-1-2002

STATE OF ALABAMA)

COUNTY OF SHELBY)
JEFFERSON

I, the undersigned, 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 the foregoing conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 22 day of February, 2000.

Notary Public

My Commission Expires: 2/19/2004

STATE OF ALABAMA)
JEFFERSON COUNTY)
SHELBY

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that FRANK C. ELMS, Jr. as managing member of ELLIS INVESTMENTS, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 22 day of February, 2000.

Paula Head
Notary Public
My Commission Expires: 2/19/2004

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN G. BENNER as managing member of BENNER INVESTMENTS, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 22 day of Feb, 2000.

[Signature]
Notary Public
My Commission Expires: 3.1.2002

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that JOHN McGEEVER as managing member of McGEEVER INVESTMENTS, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 22 day of Feb, 2000.

[Signature]
Notary Public
My Commission Expires: 3.1.2002

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that WILLIAM R. ROBERTSON as managing member of ROBERTSON INVESTMENTS, LLC, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 22 day of Feb, 2000.

[Signature]
Notary Public
My Commission Expires: 3.1.2002

A parcel of land containing 0.693 Acres (30,215.957 Square feet) located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet to the Point of Beginning, thence right $86^{\circ}49'01''$ Westerly 129.18 feet; thence right $89^{\circ}48'11''$ northerly 228.42 feet to the Southerly new right-of-way line of Alabama Highway No. 119, being seventy feet South of the roadway centerline; thence right $88^{\circ}35'19''$ Northeasterly to the chord of a curve concave Northerly with a radius of 1979.89 feet, a central angle of $3^{\circ}41'43''$ and a chord length of 127.68 feet; thence run Easterly, then Northeasterly along the arc of said curve 127.69 feet; thence turn an interior angle left $92^{\circ}27'44''$ from the chord of said curve Southerly 73.39 feet; thence left $90^{\circ}00'00''$ Easterly 2.98 feet; thence right $97^{\circ}15'13''$ Southerly 83.61 feet; thence left $90^{\circ}00'00''$ Easterly 3.00 feet; thence right $90^{\circ}00'00''$ Southerly 75.46 feet to the Point of Beginning.

EXHIBIT 'A'
DEED TO KRYSTAL

EXHIBIT 'B'

DEED TO KRYSTAL

I. ACCESS EASEMENT IRI TO KRYSTAL

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet to the Point of Beginning; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence left 93°51'31" Easterly 25.56 feet; thence left 85°02'12" Northerly 77.75 feet to the Point of Beginning.

~~TOGETHER WITH:~~ EASEMENTS
DESCRIBED IN INST #S 1994-17716
AND 1999-49463 BOTH IN THE
PROBATE OFFICE OF SHELBY COUNTY, AL.

EXHIBIT 'C'

DEED TO KRYSTAL

DRIVEWAY ACCESS EASEMENT ACROSS KRYSTAL

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 39.18 feet to the Point of Beginning of the centerline of a twelve foot wide Access Easement; thence right $86^{\circ}36'31''$ Westerly 131.52 feet to the termination of said easement. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT D

DEED TO KRYSTAL

Those easements set out and described as Exhibits E and F to document recorded in Instrument Number 1999-07606, Office of the Judge of Probate, Shelby County, Alabama, which is hereby incorporated by reference herein.

EXHIBIT E

DEED TO KRYSTAL

V. STORM SEWER EASEMENT ON BUFFALOS-CAFE AND IRI TO THE BENEFIT OF KRYSTAL

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left 121°25'36" Southwesterly 517.90 feet; thence right 106°46'08" Northwesterly 188.10 feet; thence left 82°42'48" Westerly 27.00 feet; thence left 90°00'00" Southerly 79.46 feet; thence right 86°49'01" Westerly 129.18 feet; thence right 89°48'11" Northerly 5.00 feet to the Point of Beginning of the centerline of a ten foot wide storm sewer easement; thence left 90°17'51" Westerly 92.53 feet; thence left 15°39'35" Southwesterly 62.63 feet to the Point of Termination. It is the intention herein to extend such easement side lines to adjoining easement or property lines to form contiguous and continuous easement rights.

EXHIBIT 'F'

DEED TO KRYSTAL

III. PARKING AND CURB EASEMENT ON IRI TO BENEFIT KRYSTAL

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line **506.79 feet**; thence left **121°25'36"** Southwesterly **517.90 feet**; thence right **106°46'08"** Northwesterly **188.10 feet**; thence left **82°42'48"** Westerly **27.00 feet** to the Point of Beginning; thence left **90°00'00"** Southerly **4.00 feet**; thence right **90°00'00"** Westerly **3.00 feet**; thence right **90°00'00"** Northerly **83.61 feet**; thence left **97°15'13"** Southwesterly **2.98 feet**; thence right **90°00'00"** Northwesterly **48 feet**; thence right **90°00'00"** Northeasterly **12.11 feet**; thence right **97°15'13"** Southerly **128.39 feet** to the Point of Beginning.

BUFFALO'S CAFE

A parcel of land containing 0.846 Acres (36,841.887 Square feet) located in the Southwest Quarter of Section 31, Township 19 South, Range 2 West, City of Pelham, Shelby County, Alabama; being more particularly described as follows:

Commence at the Southeast Corner of the Southwest Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence run Northerly along the Quarter line 506.79 feet; thence left $121^{\circ}25'36''$ Southwesterly 517.90 feet; thence right $106^{\circ}46'08''$ Northwesterly 188.10 feet; thence left $82^{\circ}42'48''$ Westerly 27.00 feet; thence left $90^{\circ}00'00''$ Southerly 79.46 feet; thence right $86^{\circ}49'01''$ Westerly 129.18 feet to the Point of **Beginning**; thence left $00^{\circ}29'40''$ Westerly 151.35 feet; thence right $85^{\circ}55'12''$ Northerly 190.41 feet; thence right $90^{\circ}00'00''$ Northeasterly 7.00 feet; thence left $90^{\circ}00'00''$ Northerly 47.08 feet to the Southerly new right-of-way line of Alabama Highway No. 119, being seventy feet South of the roadway centerline; thence right $97^{\circ}14'20''$ Northeasterly to the chord of a curve concave Northerly with a radius of 1979.89 feet, a central angle of $4^{\circ}42'35''$ and a chord length of 162.70 feet; thence run Easterly, then Northeasterly along the arc of said curve 162.75 feet; thence turn an interior angle left $92^{\circ}51'41''$ from the chord of said curve Southerly 228.42 feet to the Point of Beginning.

EXHIBIT 'X'
DEED TO KRYSTAL

EXHIBIT Z

DEED TO KRYSTAL PERMITTED EXCEPTIONS

This conveyance is subject to: (1) Taxes due in the year 2000 and thereafter; (2) **INTENTIONALLY DELETED**; (3) Cross easements for ingress and egress, utilities and road frontage as described under Instrument Number 1999-07606, as shown by Survey of Carr & Associates Engineers, Inc., dated November 30, 1999 and revised February 8, 2000; (4) Right-of-way granted Alabama Power Company recorded in Deed Book 101, Page 506; Deed Book 112, , Page 513; Deed Book 170, Page 258 as amended under Instrument Number 1994-3175; (5) ~~Right-of-way granted to Postal Telephone & Telegraph Co., recorded in Deed Book 80, Page 37;~~ (6) Right-of-way granted to AT&T recorded in Deed Book 168, Page 405; (7) Easement for joint use of driveway as recorded under Instrument Number 1999-49463, as shown by Survey of Carr & Associates Engineers, Inc., dated November 30, 1999 and revised February 8, 2000; (8) 60 foot setback line along Alabama Highway No. 119 as shown by Survey of Carr & Associates Engineers, Inc., dated November 30, 1999, and revised February 8, 2000; (9) 12 foot wide driveway access easement as shown by Survey of Carr & Associates Engineers, Inc., dated November 30, 1999, and revised February 8, 2000; (10) Portion of 20 foot wide sanitary sewer and utility easement along southwest corner of subject property as shown by Survey of Carr & Associates Engineers, Inc., dated November 30, 1999, and revised February 8, 2000.

Inst # 2000-05681

02/23/2000-05681
02:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

014 SNA 431.00