


SEND TAX NOTICES TO:

Jerry Wayne Graves
2124 Lake Heather Way,
Birmingham, Alabama, 35242

WARRANTY DEED
(With Restrictions as to Use)


20021029000532680 Pg 1/3 142.00
Shelby Cnty Judge of Probate, AL
10/29/2002 09:28:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of Four Hundred Forty-Five Thousand Dollars (\$445,000.00) to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged, **THE KRYSTAL COMPANY**, a Tennessee corporation (herein referred to as "Grantor"), hereby grants bargains, sells, and conveys unto Jerry Wayne Graves and Patti Layne Graves (herein referred to as "Grantees") as joint tenants, with rights of survivorship, the real estate described on Exhibit "A" attached hereto and situated in Shelby County, Alabama.

[A portion of the purchase price recited above was paid from a mortgage loan closed simultaneously herewith.]

TO HAVE AND TO HOLD the described premises to Grantees as joint tenants, with right of survivorship, their heirs and assigns, forever; it being the intentions of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee herein survives the other, the entire interest if fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenant in common.

AND THE GRANTOR does for itself, and its successors and assigns, covenant with said Grantee, his heirs, executors, successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted on Exhibit "A" and hereinbelow, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall warrant and defend same to said Grantee, his heirs, executors, successors and assigns forever, against the lawful claims of all persons.

RESTRICTIVE COVENANT

It is distinctly understood and agreed by the parties hereto that for a period of fifteen (15) years from the date hereof, the Property shall not be used as a fast service restaurant selling chicken or beef products. This restriction shall run with the land and be binding upon any successors or assigns of the Grantee.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 25th day of October, 2002.

THE KRYSTAL COMPANY, a Tennessee corporation

BY: [Signature]
(Its _____)
V.P. OF ADMINISTRATION

STATE OF TENNESSEE
COUNTY OF HAMILTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael C. Bass, whose name as V. P. of Administration of THE KRYSTAL COMPANY, a Tennessee corporation, 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 said instrument, he/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 25th day of October, 2002.

[Signature]
NOTARY PUBLIC
My Commission Expires: 9/3/03

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO:

William B. Hairston III
Engel, Hairston, & Johanson P.C.
P.O. Box 370027
Birmingham, AL 35237
(205) 328-4600

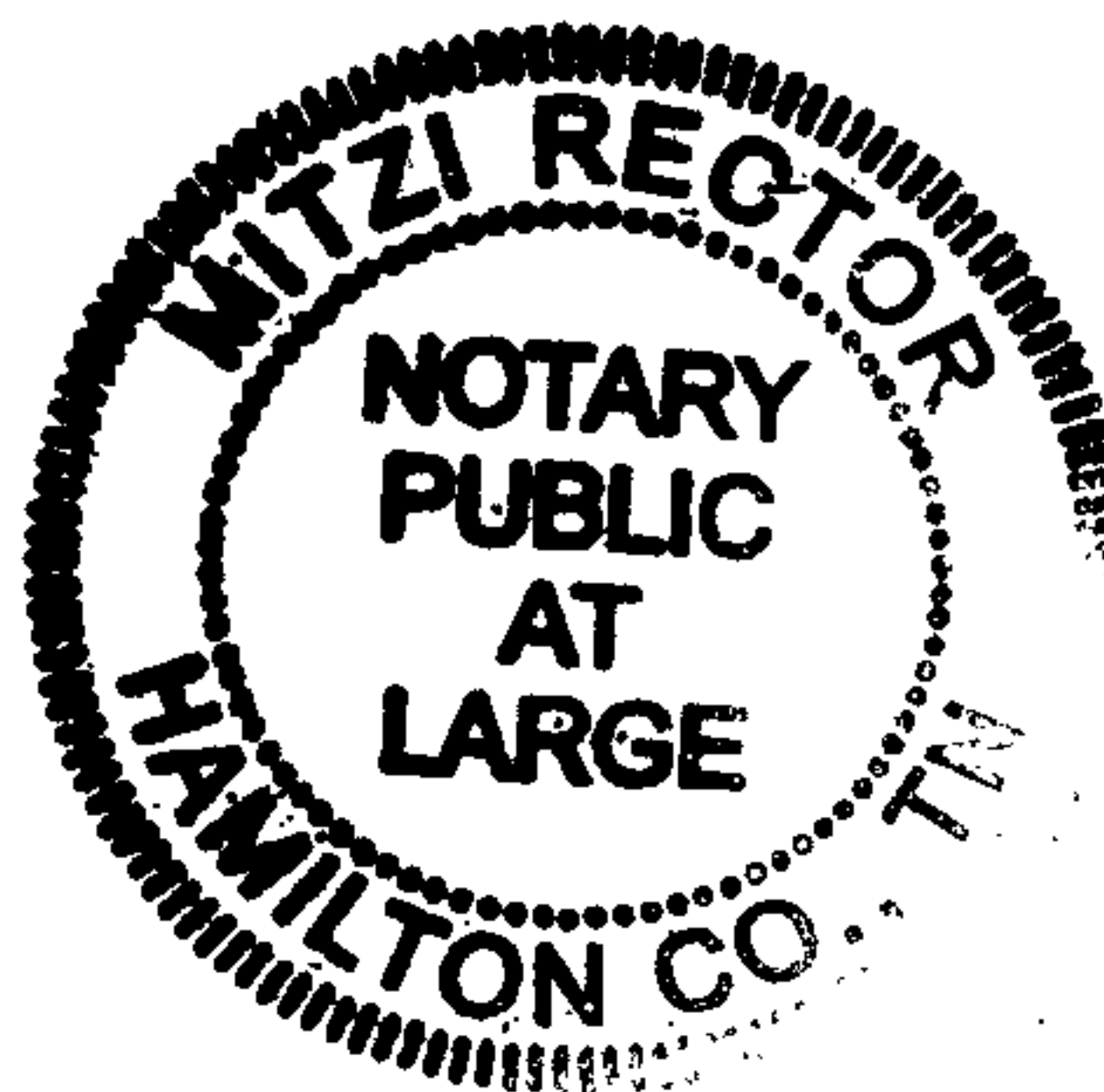


EXHIBIT "A"

A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 South, Range 3 West, more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway No. 31; thence turn an angle to the left of 75 degrees 29 minutes and run Northerly along said Westerly right of way line a distance of 400.0 feet to the point of beginning; thence continue Northerly along said Westerly right of way line a distance of 160.0 feet; thence turn an angle to the left of 90 degrees, 00 minutes and run in a Westerly direction a distance of 318.23 feet to a point on the Easterly right of way of Louisville & Nashville Railroad; thence turn an angle to the left of 97 degrees 38 minutes 30 seconds and run Southerly along said Easterly right of way line a distance of 161.43 feet; thence turn an angle to the left of 82 degrees 21 minutes 30 seconds and run Easterly a distance of 296.76 feet to the point of beginning; being situated in Shelby County, Alabama.

SUBJECT TO:

- i) taxes and assessments for the year 2003, a lien but not yet payable;
- ii) right of way to American Telephone and Telegraph Company recorded in Deed Book 168, page 476;
- iii) right of way to Shelby County as recorded in Deed Book 169, page 59;
- iv) condemnation suit pending in Shelby County Alabama Probate Court referred to in Book 292, page 158;
- v) right of way granted to Alabama Power Company by instrument recorded in Book 334, page 268;
- vi) right of way granted to Alabaster Water and Gas Board recorded in Book 334, page 291;
- vii) oil gas and mineral rights to the portion of the above described property located in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section 25, as shown by Deed Book 43, page 199 and Deed Book 331, page 699;
- viii) encroachment on the southeasterly portion of the property by an adjoining landowner which encroachment covers an area of approximately 2,500 square feet as set out in Book 292, page 49 and Book 292, page 158.