

(2) My Attorney-in-Fact as hereinabove designated is hereby authorized and empowered to execute the deed of conveyance of the above described property and all closing statements and documents required in order to effectively transfer title to Shoney's South, Inc. as provided for in the Purchase and Sales Agreement. My Attorney-in-Fact is also authorized and empowered to sign any and all Agreements, cancellations of previously recorded documents affecting title to this property, and further, to sign, execute and deliver any and all other papers and documents which may be required by the Purchaser in order to transfer good and clear title to the property to Shoney's South, Inc.

(3) Inasmuch as the said Purchase and Sales Agreement contemplates the execution of a purchase money note and mortgage by Shoney's South, Inc. to the Sellers of the above described property, my Attorney-in-Fact is hereby authorized and empowered to sign and execute any and all documents or statements that may be required in order to make the purchase money note and mortgage valid and enforceable against Shoney's South, Inc.

(4) I do hereby ratify and confirm all the acts of my said Attorney-in-Fact and do declare that all acts and deeds performed under this instrument shall have the same force and effect as if performed and signed by me in person, and this instrument shall be effective until revoked, in writing, or shall cease by the completion of the purpose for which it was created or by operation of law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of May, 1980.

IN THE PRESENCE OF:

[Signature]
[Signature]
[Signature]

Thomas P. Jones (SEAL)
Thomas P. Jones

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