BILL GARRETT, Davidson County
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20141002-0091305

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THIS INSTRUMENT PREPARED BY:
Richard L. Voigt, Esq.
Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071

GENERAL WARRANTY DEED

Address New Owner(s)	Send Tax Bills To:	Map Parcel Number(s):
Mid South Waffles, Inc. 5986 Financial Drive Norcross, GA 30071	Mid South Waffles, Inc. c/o Waffle House, Inc. 5986 Financial Drive Norcross, GA 30071 Attn: Tax Department	09114025200

FOR AND IN CONSIDERATION of the sum of TEN AND N0/100 ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, **LUCIANNE F. WILT, F/K/A LUCIANNE F. EZELL** ("Grantor") has bargained and sold, and by these presents transfers and conveys unto **MID SOUTH WAFFLES, INC.**, a Georgia corporation ("Grantee"), its heirs and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described on Exhibit "A" attached hereto (the "Property"). This is improved property located at 408 White Bridge Place, Nashville, Tennessee 37209.

TO HAVE AND TO HOLD said Property with the appurtenances, hereditaments, estate, title, and interest thereto belonging to Grantee, its heirs and assigns, forever. Grantor covenants that, subject to the matters set forth above, Grantor is lawfully seized and possessed of said Property in fee simple, has good right to convey it, and that same is unencumbered, except for taxes for the years 2014 and thereafter and matters shown on Exhibit "B" attached hereto (collectively, "Permitted Encumbrances").

Grantor further covenants and binds herself and her heirs to warrant and forever defend the title to said Property to Grantee, and its heirs and assigns, against the lawful claims of all persons whomsoever, except claims arising out of the Permitted Encumbrances.

Restriction of Grantor. By its execution and delivery of this Deed, Grantor herein warrants, covenants and agrees that Grantor will not buy, sell, lease or otherwise make available any land either now controlled by Grantor or which becomes subject to Grantor's control subsequent to the date hereof within 1,000 lineal feet of the Property (other than the Property) for use for any restaurant or foodservice purpose. This covenant shall be for a period of 50 years or for the maximum restrictable time under state law on the date of execution hereof. Also, this covenant

shall be binding upon Grantor and Grantor's successors, assigns, or beneficiaries. Grantor does further agree that it will not convey any interest in land within the restricted area except by lease or deed containing the restrictive covenant set forth herein. Any subsequent purchaser or lessee under the Grantor shall be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with the land. Additionally, Grantor herein warrants, covenants and agrees that Grantor shall restrict any developer of Grantor's adjacent tract(s) either now controlled by Grantor or acquired subsequent to the date hereof, fronting on White Bridge Pike, from constructing or placing anything on said tract(s) which would obscure visibility to the Waffle House restaurant building or sign on the Property from vehicular traffic on White Bridge Pike.

IN WITNESS WHEREOF, Grantor executed this instrument on this 26th day of September, 2014.

GRANTOR:

Lucianne F. Wilt, f/k/a Lucianne F. Ezell

STATE OF TN)
COUNTY OF DAVIDSON)

Personally appeared before the undersigned, a Notary Public in and for the State and County aforesaid, Lucianne F. Wilt, f/k/a Lucianne F. Ezell, the within named Grantor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, as of the 26, day of SEPT, 2014.

JONATHAN L. WILSON STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY
My Commission Expires June 21, 2016

Notary Public (Affix Seal)
My Commission Expires: 6-21-16

STATE OF Georgia
COUNTY OF Gwinnett

The actual consideration or value (whichever is greater) for this transfer is $ 375,000.00.

Affiant

Subscribed and sworn before me, this 24th, day of September, 2014.

SUSAN S. PICKLESIMER NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES OCT 23, 2014

Notary Public (Affix Seal)
My Commission Expires: 10-24-2014

EXHIBIT "A"

Property

A tract of land in the First Civil District of Metropolitan Nashville and Davidson County, Tennessee, and being Lot No. 1 on the plat entitled Treetop Subdivision not of record as of September 20, 1984, and being more particularly described as follows:

Beginning at a concrete monument set on the easterly margin of Robertson Avenue and the southerly margin of Frontage Road and being the southeastern corner of the intersection of Robertson Avenue and Frontage Road.

1. With the southerly right-of-way of Frontage Road and the northerly line of Lot 1 of Treetop Subdivision north 50 degrees 28 minutes 0 seconds east 154.60 feet to an iron pin set being the northerly common corner of Lots Nos. 1 & 2; thence,

2. Leaving right-of-way line Frontage Road and with the common line between Lots 1 & 2 south 39 degrees 32 minutes 0 seconds east 138.46 feet to an iron pin set in the northerly line of H. G. Hill Realty Company property as recorded in Deed Book 2800, page 369, Deed Book 1290, page 187, Deed Book 1711, page 355, and Deed Book 2495, page 239, Register's Office for Davidson County, Tennessee, thence,

3. With the north line of H. G. Hill Realty Company property and the southerly line of Lot No. 1 south 73 degrees 42 minutes 8 seconds west 53.0 feet to an iron pin set; thence,

4. Continuing with the north line of said H. G. Hill Realty Company south 80 degrees 54 minutes 41 seconds west 164.16 feet to an iron pin set in the easterly right-of-way line of Robertson Avenue; thence

5. Northerly with the easterly right-of-way line of Robertson Avenue and the westerly line of Lot No. 1 north 16 degrees 30 minutes 0 seconds east 49.50 feet to the point of beginning and containing 16,371 square feet or 0.378 acres.

INCLUDED but EXPRESSLY EXCLUDED therefrom is that property conveyed to The State of Tennessee by Warranty Deed of record in Instrument No. 200208210100931, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Grantor by Quit Claim Deed of record in Deed Book 8347, Page 995, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

Permitted Encumbrances

1. Taxes and assessments for the year of 2014, a lien not yet due and payable.

2. Sanitary Sewer Easement of record in Book 2443, page 204, Register's Office for Davidson County, Tennessee.

3. Warranty Deed for Ingress/Egress Easement to The Metropolitan Government of Nashville and Davidson County, Tennessee of record in Book 4077, page 701, Register's Office for Davidson County, Tennessee.

4. Terms and provisions of that certain Lease by and between First Citizens National Bank of Dyersburg, Tennessee, Trustee and Treetop Enterprises, Inc. as evidenced by Memorandum of Lease of record in Book 6421, page 792, and Correction of Memorandum of Lease of record in Book 6737, page 11, Register's Office for Davidson County, Tennessee.

5. Lack of direct access to a controlled access highway (Robertson Avenue).