Karen Johnson Davidson County
Batch# 486898 DEEDWARR
09/30/2020 04:12:30 PM 5 pgs
Fees: $28.00 Taxes: $3,196.71
20200930-0113011

THIS INSTRUMENT PREPARED BY: **Richard L. Rieck, Esq.** **Maynard Cooper & Gale, P.C.** **3835 Cleghorn Avenue, Suite 250** **Nashville, Tennessee 37215**	STATE OF Alabama COUNTY OF Mobile The actual consideration or value, whichever is greater, for this transfer is $863,976.00 Elvia E. Watts Affiant Subscribed and sworn to before me, this 22nd day of September, 2020. Beth Rogers Notary Public My Commission Expires: 4/22/2023

BETH ROGERS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 22, 2023

GENERAL WARRANTY DEED

Address of New Owner:	Send Tax Bills To:	Map-Parcel Number(s):
Waffle House, Inc. Post Office Box 6450 Norcross, Georgia 30091	New Owner	019-14-0-007.00

FOR AND IN CONSIDERATION of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **EZELL HOLDINGS, LLC**, an Alabama limited liability company ("**Grantor**"), has bargained and sold, and does hereby transfer and convey unto **WAFFLE HOUSE, INC.**, a Georgia corporation ("**Grantee**"), its successors, heirs and assigns, that certain tract or parcel of land in Goodlettsville, Davidson County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

The Property is improved property located at **941 Conference Drive, Goodlettsville, Davidson County, Tennessee**.

TO HAVE AND TO HOLD the Property, with the appurtenances, estate, title and interest thereto belonging to Grantee, its successors and assigns, forever. Grantor covenants that Grantor is lawfully seized and possessed of the Property in fee simple, has a good right to convey the Property, and that the Property is unencumbered and unrestricted, except as set forth on Exhibit B attached hereto, to which this conveyance is expressly made subject. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend title and quiet possession to the Property to the Grantee, Grantee's successors and assigns, against the lawful claims of all persons, except as set forth on Exhibit B, to which this conveyance is expressly made subject.

IN WITNESS WHEREOF, Grantor has executed this General Warranty Deed to be effective for all purposes as of the 22nd day of September, 2020.

EZELL HOLDINGS, LLC,
an Alabama limited liability company

By: Elissa E. Watkins
Elissa E. Watkins, Manager

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that **ELISSA E. WATKINS**, whose name as Manager of Ezell Holdings, LLC, an Alabama limited liability company, 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, she, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Witness my hand, at office, this 22nd day of September, 2020.

Beth Rogers
Notary Public

My Commission Expires: 4/22/2023

BETH ROGERS
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 22, 2023

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot No. 8 on the Plan of Section 7, Northgate Industrial Park, as of record in Plat Book 5800, Page 107, as revised in Plat Book 5800, Page 168, Register's Office for Davidson County, Tennessee, to which plans reference is made for a more complete description.

INCLUDED IN THE ABOVE DESCRIPTION BUT EXPRESSLY EXCLUDED THEREFROM is that tract of land conveyed to the City of Goodlettsville, Tennessee, by Warranty Deed of record in Instrument No. 20010326-0028582, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Ezell Holdings, L.L.C., an Alabama limited liability company, by the following deeds of record in the Register's Office for Davidson County, Tennessee:

1. Special Warranty Deed from Ezell, L.L.C., a Nevada limited liability company, dated January 28, 2010, recorded on February 1, 2010, in Instrument No. 20100201-0007877;
2. Quitclaim Deed from E.E.E., L.L.C., a Nevada limited liability company, dated January 26, 2010, recorded February 1, 2010, in Instrument No. 20100201-0007878;
3. Quitclaim Deed from J.C. Ezell, L.L.C., a Nevada limited liability company, dated January 27, 2010, recorded February 1, 2010, in Instrument No. 20100201-0007879; and
4. Quitclaim Deed from W.C. Ezell, L.L.C., a Nevada limited liability company, dated January 27, 2010, recorded February 1, 2010, in Instrument No. 20100201-0007880.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

2. Any prior reservation or conveyance of minerals of every kind and character, including but not limited to, oil, gas, sand and gravel in, on or under the Property.

3. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

4. Liability as to taxes resulting from supplemental, revised or correction assessments pursuant to the provisions of Tennessee Code Ann 67-5-603, et. seq.

5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of FINAL PLAT OF SECTION 7, NORTHGATE INDUSTRIAL PARK, as recorded in Plat Book 5800, Page(s) 107.

6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of REVISED FINAL PLAT OF SECTION 7, NORTHGATE INDUSTRIAL PARK, as recorded in Plat Book 5800, Page(s) 168.

7. Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 4836, Page 43.

8. Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 5069, Page 633.

9. Easement for Right of Way, recorded in Book 5200, Page 485.

10. Easement for Right of Way, recorded in Book 5210, Page 384.

11. Easement for Slope, recorded in Instrument No. 20010326-00028582.

12. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

13. All recording references are to the records maintained in the Register's Office for Davidson County, Tennessee.

TENNESSEE CERTIFICATION OF ELECTRONIC DOCUMENT

I, Adam G. LaFevor, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Adam G. LaFevor

State of TENNESSEE
County of DAVIDSON

Personally appeared before me, the undersigned, a notary public for the above referenced county and state, Adam G. LaFevor, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

MY COMMISSION EXPIRES: 5/9/23
NOTARY'S SEAL

