Karen Johnson Davidson County
Batch# 486903 DEEDWARR
09/30/2020 04:13:30 PM 5 pgs
Fees: $28.00 Taxes: $1,935.68
20200930-0113016

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 $523,155.00 Elise 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	108-01-0-038.00

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 Nashville, 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 **556 Donelson Pike, Nashville, 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 22 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. 80 on the plan of Revised Lot 80, Larkwood, as shown on plat of record in Book 7900, Page 354, in the Register's Office of Davidson County, Tennessee, to which reference is hereby made for a more complete description.

Said property was described in previous deeds as:

A tract of land situated and lying in the Third Civil District of Davidson County, Tennessee, bound and described as follows, to-wit:

Beginning at an iron pin situated on the easterly margin of Claridge Drive, said iron pin being 117 feet south of the intersection of Claridge Drive and Shacklett Drive; thence leaving said road, North 74° 50' 2" East, a distance of 141.21 feet to an iron pin; thence North 86° 56' 42" East, a distance of 41.77 feet to an iron pin; thence around a curve to the left having a central angle of 3° 40' 48", a radius of 1,722.71 feet, a tangent of 55.34 feet, for a total length of 110.65 feet, said curve having a chord bearing of South 2° 47' 4" East, for a distance of 110.63 feet; thence, South 87° 26' 00" West, a distance of 171.24 feet to an iron pin on the easterly margin of Claridge Drive; thence, along said easterly margin of Claridge Drive, around a curve to the left, having a central angle of 9° 25' 43", a radius of 486.40 feet, a tangent of 40.11 feet for a total length of 80.04, said curve having a chord bearing North 8° 51' 20" West, a distance of 79.95 feet to the point of beginning and containing 0.395 acres of land, more or less. Described according to a survey prepared by Alan R. Trumbow, Registered Land Surveyor No. 1127, by survey dated September 20, 1991.

Together with covenants, as set forth in instrument of record in Book 8545, page 774, said Register's Office.

Being part of the same property conveyed to Harris & Ezell Equipment Company, a Tennessee general partnership, from H.L.S. Incorporated, a Tennessee corporation, by Warranty Deed dated January 30, 1992, recorded February 7, 1992, in Book 8545, Page 774, in the Register's Office of Davidson County, Tennessee.

Being part of the same property conveyed to Nathaniel P. Harris, Jr., Trustee of the Ezell Children's Trust, u/t/a dated December 30, 1976 from Harris & Ezell Equipment Company, a Tennessee general partnership, by Quitclaim Deed dated June 20, 2000, recorded November 27, 2001, in Instrument Number 20111127-0129379, in the Register's Office of Davidson County, Tennessee.

Being part of the same property conveyed to Ezell Holdings, LLC, an Alabama limited liability company, from Nathaniel P. Harris, Jr., as Trustee of the Ezell Children's Trust, under Trust Agreement dated December 30, 1976 (joined by Beneficiaries, Elissa E. Watkins f/k/a Elissa E. Ezell, Williams C. Ezell, and Jeffrey C. Ezell), by Quitclaim Deed dated December 26, 2006, recorded February 8, 2007, in Instrument No. 20070208-0016423, in the Register's Office of Davidson County, Tennessee.

EXHIBIT B

Permitted Encumbrances

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

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

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

4. 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

5. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Revised Lot 80, Larkwood, as recorded in Book 7900, Page(s) 354.

6. Covenants, Conditions and Restrictions as set forth in Restrictions recorded in Book 3186, Page 181; Book 3807, Page 577 and Book 8545, Page 774.

7. Easement recorded in Book 2244, Page 140 and Book 3277, Page 452.

8. 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.

9. 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

