Karen Johnson Davidson County
Batch# 486914 DEEDWARR
09/30/2020 04:17:30 PM 5 pgs
Fees: $28.00 Taxes: $1,720.50
20200930-0113027

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 $465,000.00

Elvira 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	062-00-0-061.00

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 **2727 McGavock 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

That certain parcel of land in the Third Civil District of the County of Davidson, State of Tennessee, described according to the survey of R. L. Spears & Co., dated December 3, 1991, as follows:

Beginning at an iron rod on the northeasterly right-of-way line of McGavock Pike, said point also being the easterly right-of-way of Pennington Bend Road; thence leaving the right of way of McGavock Pike with the right of way of Pennington Bend Road, being a curve to the left having a radius of 598.69 feet, and in general northerly direction 147.45 feet to an iron rod; thence leaving said right of way, South 86 degrees, 00 minutes, 00 seconds East, 48.28 feet to an iron rod; thence South 10 degrees, 36 minutes, 22 seconds East 319.07 feet to an iron rod on the northeasterly right-of-way line of McGavock Pike; thence with said right of way, being a curve to the left having a radius of 985.37 feet, and in a general northwesterly direction 238.57 feet to the point of beginning.

LESS AND EXCEPT the following described property:

Beginning at a point in the existing east margin of Pennington Bend Road, said point being 18.81 feet right of Pennington Bend Road proposed centerline station 0+55; thence with the proposed north margin of said road South 57 degrees, 37 minutes, 25 seconds east 9.182 feet to a point, said point being 28.00 feet right of Pennington Bend Road proposed centerline station 0+55; thence with the proposed east margin of said road South 03 degrees, 55 minutes, 20 seconds East 35.70 feet to a point; thence with the proposed northeast margin of McGavock Pike having a 989.93 foot radius curve right and southeasterly to a point, said point being 35.00 feet left of McGavock Pike proposed centerline station 32+74; thence at a right angle southwesterly 8.45 feet to a point; thence with the existing northeast margin of McGavock Pike with a curve to the left and northwesterly 230 feet, more or less to a point; thence with said existing east margin of Pennington Bend Road northeasterly 27 feet, more or less to the point of beginning and containing 1,314 square feet.

Being part of the same property conveyed to Harris & Ezell Equipment Company, a Tennessee general partnership from Chevron U.S.A. Inc., a Pennsylvania corporation, by Deed dated January 23, 1992, recorded January 24, 1992, in Book 8535, Page 182, re-recorded February 19, 1992, in Book 8553, Page 197, 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 (joined by Beneficiaries, Elissa E. Watkins f/k/a Elissa E. Ezell, Williams C. Ezell, and Jeffrey C. Ezell), under Trust Agreement dated December 30, 1976, 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 and complete 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. Easement recorded in Book 4519, Page 866; Book 8299, Page 89; and Book 9951, Page 968.

6. Subject to the right of ways of McGavock Pike and Pennington Bend Road.

7. 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.

8. 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

KIM D. BENNETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY