THIS INSTRUMENT PREPARED BY:

James F. Watkins, Esq.
Maynard Cooper & Gale, P.C.
3835 Cleghorn Avenue, Suite 250
Nashville, Tennessee 37215

Karen Johnson Davidson County
Batch# 723077 DEEDWARR
09/24/2021 08:30:30 AM 5 pgs
Fees: $28.00 Taxes: $4,070.00
20210924-0128300

STATE OF ALABAMA
COUNTY OF MOBILE

The actual consideration or value, whichever is greater, for this transfer is $1,100,000.00

Affiant

Subscribed and sworn to before me, this 21st day of September, 2021.

Notary Public
My Commission Expires: 08/10/2024

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	161 12 0 016.00

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 the City of 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 **14991 Old Hickory, 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 24 day of September, 2021.

EZELL HOLDINGS, LLC,
an Alabama limited liability company

By: Elissa E Watkins
Elissa E. Watkins, Manager

STATE OF ALABAMA)
)
COUNTY OF MOBILE)

Before me, a Notary Public, of the state and county aforementioned, personally appeared, Elissa E. Watkins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Manager of Ezell Holdings, LLC, an Alabama limited liability company, the within named bargainor, and that such person, as such Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by such person as Manager.

Witness my hand, at office, this 24th day of September, 2021.

Sandra Lucas Jarrell
Notary Public

My Commission Expires: 08/10/2024

SANDRA LUCAS JARRELL NOTARY PUBLIC ALABAMA STATE AT LARGE

EXHIBIT A

Legal Description

(Unit 940)

The land referred to herein below is situated in the County of Davidson, State of Tennessee, and is described as follows:

A certain tract or parcel of land described according to survey of Allen R. Trumbo, Tennessee Registered Land Surveyor #1127, dated May 5, 1993 as follows:

BEGINNING at an iron rod situated on the South margin of Old Hickory Boulevard, said point being 425.50 feet, more or less, East of the East margin of Nolensville Road; thence, along the South margin of Old Hickory Boulevard, North 84 degrees, 27 minutes, 14 seconds East, a distance of 115.00 feet to an iron rod; being the northwest corner of the James Freeman, Trustee, property of record in Book 6391, page 851, Register's Office for Davidson County, Tennessee; thence, leaving said road along Freeman's West line, South 4 degrees, 59 minutes, 39 seconds East, a distance of 252.89 feet to an iron rod; thence South 85 degrees, 0 minutes, 21 seconds West a distance of 135.00 feet to an iron rod; thence North 4 degrees, 59 minutes, 39 seconds West, a distance of 176.78 feet to an iron rod; thence North 85 degrees, 00 seconds, 21 minutes East, a distance of 20 feet to an iron rod; thence North 4 degrees, 59 minutes, 39 seconds West, a distance of 75.00 feet to the point of beginning and containing 0.75 acres of land, more or less.

TOGETHER WITH the easements and other rights granted pursuant to Reciprocal Easement Maintenance Agreement and Use Restrictions Agreement recorded in Book 8223, Page 934, as amended by instrument of record in Book 8360, Page 633, and as amended by instrument of record in Book 9030, Page 693, said Register's Office.

TOGETHER WITH the easements and other rights granted pursuant to Amendment and Change of an Ingress-Egress applicable to Lot 2-1 and 2-3 Revision of Lot 2, Handy City Commercial Area of record in Book 8871, Page 541, as corrected in Book 9030, Page 685, said Register's Office.

Being a portion of the same property conveyed to Ezell Holdings, LLC, an Alabama limited liability company by Quitclaim Deed from Nathaniel P. Harris, Jr., as Trustee of the Ezell Children's Trust, a Tennessee Trust, under Trust Agreement dated December 30, 1976, of record in Instrument Number 20070208-0016423, in the Register's Office for Davidson County, Tennessee, dated December 26, 2006 and recorded February 8, 2007.

Being the same property conveyed to Nathaniel P. Harris, Jr., as Trustee of the Ezell Children's Trust, a Tennessee Trust by Quitclaim Deed from Harris & Ezell Equipment Company, a Tennessee general partnership, of record in Instrument Number 20011127 0129379, in the Register's Office for Davidson County, Tennessee, dated June 20, 2000 and recorded November 27, 2001.

Being the same property conveyed to Harris & Ezell Equipment Company, a Tennessee general partnership by Warranty Deed from Pierce-Hardy Real Estate Co., a Pennsylvania Business trust, of record in Book 9030 Page 689, in the Register's Office for Davidson County, Tennessee, dated June 2, 1993 and recorded July 30, 1993.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2021 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 Handy City Commercial Area, as recorded in Plat Book 7900, Page(s) 213.

6. Covenants, Conditions and Restrictions as set forth in Warranty Deed recorded in Book 9030 Page 689.

7. Covenants, Conditions and Restrictions as set forth in Restrictive Covenant Agreement recorded in Book 8367 Page 942 and corrected at Book 8401 Page 577.

8. Easement for Ingress-Egress , recorded in Book 8871 Page 541 and corrected at Book 9030 Page 685.

9. Easement for Construction and maintenance of drainage facility and construction of slopes and working area, recorded in Book 8594 Page 316.

10. Easement for Slope and working area , recorded in Book 7973 Page 764.

11. Easement for Sewer, recorded in Book 5319 Page 129 and corrected at Book 5402 Page 433.

12. Reciprocal easement, maintenance and use restriction agreement recorded at book 8223 Page 934 and amended at Book 8360 Page 633 and Book 9030 Page 693.

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

CERTIFICATE OF AUTHENTICITY

I, J. David Brady, Jr., do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on September 21, 2021.

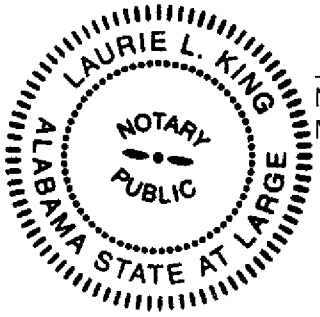
Name: J. David Brady, Jr.

Title: Secretary/Treasurer

STATE OF ALABAMA

COUNTY OF MOBILE

Personally appeared before me, Laurie L. King, a notary public for this county and state, J. David Brady, Jr. who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature

My Commission Expires: 7/10/23