Karen Johnson Davidson County
Batch# 724870 DEEDWARR
09/27/2021 02:52:30 PM 5 pgs
Fees: $28.00 Taxes: $3,219.00
20210927-0129677

THIS INSTRUMENT PREPARED BY:

James F. Watkins, 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 $870,000.00

Elvia E. Watkins
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	132 15 0 056.00

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, L.L.C.**, a Nevada 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 **4301 Sidco Drive, 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 21 day of September, 2021.

EZELL, L.L.C.,
a Nevada limited liability company

By: Ezell Holdings, LLC,
an Alabama limited liability company

Its: Sole Member

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, as sole member of Ezell, LLC, a Nevada 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 21st day of September, 2021.

Sandra Lucas Harrell
Notary Public

My Commission Expires: 08/10/2024

SANDRA LUCAS HARRELL NOTARY PUBLIC STATE AT LARGE

EXHIBIT A

Legal Description

(Unit 473)

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

Being a parcel of land in the First Civil District, Davidson County, Tennessee, located in Southwest quadrant of Sidco Drive and Elysian Fields Road, being Lot No. 4 Shown on South Plaza of record in Book 5200, Page 289, Register's Office of Davidson County, Tennessee, and being more particularly described as follows:

Beginning at a point in the Westerly margin of Sidco Drive, as widened, said point being the South end of a 25 foot radius return into Elysian Fields Road and being 25.32 feet South of the Southerly margin of said road;

Thence, with said margin of Sidco Drive South 7 degrees & minutes East 136.68 feet; thence leaving said drive at right angles South 82 degrees 52 minutes West, 103.00 feet; thence, at right angles and 103.00 feet distant from and parallel to said Sidco Drive North 7 degrees 8 minutes West, 159.79 feet to the Southerly margin of Elysian Fields Road; thence, with said margin in an Easterly direction with a curve to the right 72.34 feet, said curve having a radius of 2,849.86 feet, a central angle of 1 degree 27 minutes 16 seconds and a tangent distance of 36.17 feet; thence, continuing with said margin North 82 degrees 9 minutes East 5.38 feet; thence, in a Southeasterly direction with a curve to the right having a radius of 25.00 feet, a central angle of 90 degrees 43 minutes 00 seconds, a tangent distance of 25.32 feet, with arch of said curve 39.58 feet to the point of beginning.

Being the same property conveyed to Ezell, L.L.C., a Nevada limited liability company and E.E.E., L.L.C., a Nevada limited liability company, J.C. Ezell, L.L.C., a Nevada limited liability company, W.C. Ezell, L.L.C., a Nevada limited liability company, by Warranty Deed from Treetop Enterprises, Inc., a Tennessee corporation, of record in Book 11597, Page 356, in the Register's Office of Davidson County, Tennessee, dated July 26, 1999 and recorded on July 30, 1999. Also affidavit recorded in Instrument No. 20201001-0113058.

EXHIBIT B

Permitted Encumbrances

1. Taxes and assessments for the year 2021 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. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of South Plaza Harding Place at I-65 and Sidco Drive, as recorded in Plat Book 5200, Page(s) 289.

5. Covenants, Conditions and Restrictions as set forth in Restrictive Covenants recorded in Book 5675, Page 699 and as amended in Instrument No. 20080711-0071401.

   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.

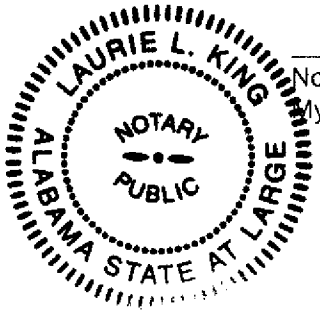
Name: J. David Brady, Jr.

Title: Secretary/Treasurer

STATE OF ALABAMA

COUNTY OF MOBILE

Sworn to and subscribed before me on September 22, 2021.



Notary's Signature

My Commission Expires: 7/10/23