Karen Johnson Davidson County
Batch# 949671 DEEDWARRSP
12/08/2022 03:26:30 PM 5 pgs
Fees: $28.00 Taxes: $7,030.00
20221208-0128122

OWNER/RESPONSIBLE TAXPAYER:
Cook Out-Pigeon Forge, Inc.
15 Laura Lane, Suite 300
Thomasville, NC 27360
Map 163, Parcel 243.00

THIS INSTRUMENT PREPARED BY:
TENNESSEE VALLEY TITLE INSURANCE CO.
800 South Gay Street, Suite 1700
Knoxville, TN 37929
File No. 221855 (RPM)

SPECIAL WARRANTY DEED

THIS INDENTURE made as of this 7th day of December, 2022, between **AMNON SHREIBMAN,** First Party, and **COOK OUT-PIGEON ANTIOCH, INC., a Tennessee corporation,** Second Party:

W I T N E S S E T H

THAT SAID FIRST PARTY, for and in consideration of the sum of **TEN AND NO/100 ($10.00) DOLLARS,** and other good and valuable consideration, in hand paid by said Second Party, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and does by these presents grant, bargain, sell and convey unto Second Party, the real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

With the hereditaments and appurtenances thereto appertaining, hereby releasing all claims therein. **TO HAVE AND TO HOLD** the same unto the Second Party, its successors and assigns, together with all of the rights and interest thereunto belonging, in fee simple.

This conveyance is made subject to 2022 taxes which shall be prorated as of the date of closing and paid, and the matters set forth on Exhibit "B" attached (the "Encumbrances").

FIRST PARTY, covenants that he has a good and lawful right to sell and convey the same. First Party further covenants that he will warrant and defend the title to said premises unto the Second Party, its successors and assigns, against the lawful claims of all parties claiming by, through or under the First Party, but no further or otherwise, except as to the Encumbrances.

The above described property is investment property and has never been used by First Party or any of First Party's immediate family as a personal residence.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, or the masculine, feminine or neuter gender, as the case may demand.

IN WITNESS WHEREOF, the said First Party hereunder has executed this instrument as of the day and year first above written.

AMNON SHREIBMAN

STATE OF TENNESSEE)
) SS
COUNTY OF Rutherford)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, **AMNON SHREIBMAN,** the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 7 day of December, 2022.

Notary Public

My Commission Expires: July 2, 2024

NICHOLAS MOORE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES JULY 2, 2024

I hereby swear of affirm that the actual consideration or true value of this transfer, whichever is greater, is $ 1,900,000-.

Affiant

Subscribed and sworn to before me this 7 day of December, 2022.

Notary Public

My Commission Expires: July 2, 2024

NICHOLAS MOORE
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES JULY 2, 2024

EXHIBIT "A"

SITUATE in the First (1st) Civil District of Davidson County, Tennessee, City of Nashville, lying east of Hickory Hollow Parkway, south of Bell Road and north of Hickory Lane, and being more particularly described as follows:

Commercial Site A-3 of the Plan of Hickory Hollow Mall Subdivision, Section 4, as shown by plat filed for record in Plat Book 5190, page 176 in the Davidson County Register of Deeds Office, to which plat specific reference is hereby made for a more complete and accurate description thereof and also described as follows:

BEGINNING at a point in the southerly margin at Bell Road 743 +/- feet east from the centerline of Hickory Hollow Parkway; thence with the southerly margin of Bell Road, along a curve to the right having a central angle of 3 deg. 19 min. 59 sec., a radius of 2,790 feet, 162.30 feet (a chord bearing and distance of North 66 deg. 47 min. 01 sec. East, 162.22) to a point; thence South 21 deg. 37 min. 58 sec. East, 215.24 feet to a point in the northerly margin of Hickory Hollow Lane; thence along Hickory Hollow Lane, South 65 deg. 34 min. 18 sec. West, 133.63 feet to a point; thence with said lane, along a curve to the left in a southwesterly direction, said curve having a central angle of 00 deg. 57 min. 45 sec., a radius of 380 feet, 6.38 feet (a chord bearing and distance of South 65 deg. 34 min. 08 sec. West, 6.33 feet) to a point; thence North 27 deg. 30 min. 09 sec. West, 218.73 feet to the **POINT OF BEGINNING,** containing .75 acre (32,736.58 sq. ft.) more or less.

BEING the same property conveyed to Amnon Shriebman(sic) by Special Warranty Deed from Antioch Investment Company, a California general partnership, dated February 26, 2021, filed for record as Instrument No. 20210316--0034554 in the Davidson County Register of Deeds Office. **SEE ALSO** Scrivener's Affidavit filed for record as Instrument No. 20221209-0127593 in the Davidson County Register of Deeds Office.

EXHIBIT "B"

1. Declaration of Protective Covenants for Hickory Hollow dated March 10, 1977, filed for record in Book 5125, page 769, as amended by Amendment dated July 28, 1977, filed for record in Book 5189, page 947, as further amended by Second Amendment dated September 5, 1978, filed for record in Book 5337, page 933, as amended by Restated and Amended Declaration of Protective Covenants for Hickory Hollow dated May 11, 1979, filed for record in Book 5441, page 968, as amended by Amendment dated September 4, 1981, filed for record in Book 5792, page 491, as further amended by Second Amendment dated October 15, 1982, filed for record in Book 5951, page 26, as further amended by Third Amendment dated February 15, 1982, filed for record in Book 6011, page 163, and as further amended by Fourth Amendment dated July 14, 1983, filed for record in Book 6095, page 948, all in the Davidson County Register of Deeds Office, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

2. Terms and provisions of a lease as evidenced by Memorandum of Lease Agreement between JRN, Inc., a Tennessee corporation (Tenant) and CRICINT III Eta, LLC, a Delaware limited liability company (Landlord), dated as of December 31, 2008, filed for record as Instrument No. 20090126-0006518 in the Davidson County Register of Deeds Office.

3. Matters depicted and disclosed by plat filed for record in Book 5190, page 176 in the Davidson County Register of Deeds Office.

4. Matters depicted and disclosed by As Constructed Survey of Kentucky Fried Chicken/Long John Silver's Store made by R.I. Lowndes & Associates, dated June 3, 1999, last revised December 17, 2008.

202212080128122

True Copy Certification

I, Susan Millsaps, 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 the law on this 7th day of December, 2022.

Affiant Signature

12-7-22
Date

State of TN

County of Knox

Sworn to and subscribed before me this 7th day of December, 2022

Notary Signature

MY COMMISSION EXPIRES: 7-6-26
Notary's Seal (if on paper)

JOSEPH ALEXANDER HAMAN
STATE OF TENNESSEE NOTARY PUBLIC
KNOX COUNTY