

20170320000091630
03/20/2017 08:44:34 AM
DEEDS 1/6

Prepared By:

J. Steven Mobley, Esq.
2101 4th Avenue South
Suite 200
Birmingham, Alabama 35233

Send Tax Notice To:

Waffle House, Inc.
5986 Financial Drive
Norcross, GA 30071
Attn: Real Estate Taxes

Return To:

First American Title Insurance Company
Six Concourse Parkway, Suite 2000
Atlanta, Georgia 30328
Attn: Kim Aaron

Source of Title:
Instrument #1997-11633

STATE OF ALABAMA
COUNTY OF SHELBY

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of other good and valuable considerations and the further sum of Ten and No/100 (\$10.00) Dollars to the undersigned, **J. STEVEN MOBLEY**, a married man ("**Grantor**"), having an address of 2101 4th Avenue South, Suite 200, Birmingham, Alabama 35233 in hand paid by **WAFFLE HOUSE, INC.**, a Georgia corporation ("**Grantee**"), having an address of 5986 Financial Drive, Norcross Georgia 30071, the receipt whereof is acknowledged, the said Grantor does by these presents, grant, bargain, sell, and convey unto the said Grantee the following described real estate situated in the City of Helena, Shelby County, Alabama, to-wit:

See **Exhibit "A"** attached hereto and made a part hereof for all purposes (the "**Property**").

This conveyance is hereby made subject to those permitted exceptions listed on **Exhibit "B"** attached hereto and made a part hereof for all purposes (the "**Permitted Exceptions**").

The Property does not constitute the homestead of the Grantor or Grantor's spouse.

Together with all and singular the tenements, hereditaments, and appurtenances thereto or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity, of the said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, IN FEE SIMPLE, his, her or its successors, heirs and assigns, as the case may be, forever.

And the said Grantor does for himself, his heirs and assigns, covenant with said Grantee, its successors and assigns, that, except as to the Permitted Exceptions hereinabove provided, Grantor is lawfully seized in fee simple of the Property conveyed hereby; that the Property is free from all encumbrances, except as to the Permitted Exceptions hereinabove provided; that Grantor has a good right to sell and convey the same to the said Grantee, its successors and assigns; and the Grantor will warrant and defend the same to the said Grantee, its successors and assigns, forever against the lawful claims of all persons, except as to the Permitted Exceptions herein provided.

Notwithstanding anything in this instrument to the contrary, the above-referenced Permitted Exceptions shall only affect the Property to the extent that such Permitted Exceptions are valid and effective as of the date of this instrument and the mere reference to such Permitted Exceptions in this instrument shall not be deemed to impose, re-impose, or reinstate such Permitted Exceptions if such Permitted Exceptions are not valid and effective as of the date of this instrument.

Grantor herein warrants and covenants that for a period equal to the lesser of (a) fifty (50) years after the date this Deed is recorded and (b) the maximum time allowed under state law as of the date this Deed is recorded, Grantor will not buy, sell, lease or otherwise make available any land either now controlled by Grantor or which becomes subject to Grantor's control subsequent to the date this Deed is recorded, within one city block or 500 lineal feet, whichever is greater, of the Property (not including the Property) (such area which does not include the Property being referred to herein as the "**Restricted Land**") for use for any restaurant or foodservice purposes (including, without limitation, any fast food, sit-down, carry-out or drive-through restaurant, café, diner, buffet, or self-service food counter or the service or provision of food for consumption on or off such Restricted Land which has been prepared, assembled, packaged or cooked on such Restricted Land) and regardless of whether such use is the primary or subordinate use of such Restricted Land. This covenant shall run with title to the Restricted Land and shall be binding upon Grantor, its successors, assigns, and beneficiaries. Grantor does further agree that it will not convey any parcel within the Restricted Land except by lease or deed containing restrictive covenants equivalent to the above. Any subsequent purchaser or lessee of the Restricted Land does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and runs with title to such Restricted Land.

[Signatures on Following Page]

15th IN WITNESS WHEREOF, the said Grantor has hereunto set his signature and seal on this the day of March, 2017.

GRANTOR:

J. Steven Mobley (SEAL)
J. Steven Mobley

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Steven Mobley, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, that he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of March, 2017.

Synda Dr. Roberts
Notary Public
My Commission Expires: 3-29-17

[AFFIX NOTARY SEAL]

Exhibit "A"
Property

All of that certain tract or parcel of land being **Lot 2A** as identified and described on the certain plat entitled "Final Plat of Waffle House's Addition to Helena" prepared by Engineering Design Group, LLC and recorded on February 22, 2017 in Map Book 47, Page 50, in the Office of the Judge of Probate, Shelby County, Alabama; this plat reference being made for a more complete description of said Lot 2A.

TOGETHER WITH the non-exclusive, perpetual easements and rights set forth in those certain instruments recorded in the Office of the Judge of Probate, Shelby County, Alabama, to wit: Reciprocal Easement Agreement recorded on July 23, 2007 as Instrument No. 20070723000342020 and Access Easement Agreement recorded on July 22, 2008 as Instrument No. 20080722000295760.

AND TOGETHER WITH the foregoing, Grantor herein hereby grants and conveys to Grantee herein a non-exclusive, perpetual easement and right of vehicular and pedestrian ingress and egress over, upon and across that certain twenty (20) foot strip of land owned by Grantor herein located along the northeast side of Shelby County Highway #52, which twenty (20) foot strip of land is more particularly described in Exhibit "A" attached to that certain Easement Agreement recorded on July 23, 2007 as Instrument No. 20070723000342030 in the Office of the Judge of Probate, Shelby County, Alabama; this instrument reference being made for a more complete description of said twenty (20) foot strip of land.

Exhibit "B"
Permitted Exceptions

1. Taxes and assessments for the year 2017, which are not yet due and payable, and for subsequent years.
2. Reservation of mineral and mining rights contained (i) in that certain Deed recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 124 , at Page 361; (ii) in that certain Deed recorded in said Probate Office in Deed Book 125, at Page 348; (iii) in that certain Deed recorded in said Probate Office in Deed Book 295, at Page 133; and (iv) in that certain Deed recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 123, at Page 587.
3. Line Permit in favor of Alabama Power Company recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 129, at Page 127.
4. Matters shown on the Map of Mullins Addition to Helena, as shown by map recorded in Map Book 3, Page 56, in the Office of the Judge of Probate of Shelby County, Alabama.
5. Reciprocal Easement Agreement dated July 19, 2007, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20070723000342020.
6. Easement Agreement dated July 19, 2007, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20070723000342030.
7. Access Easement Agreement dated July 1, 2008, recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20080722000295760.
8. Right of Way in favor of Alabama Power Company recorded in the Office of the Judge of Probate of Shelby County, Alabama, in deed Book 129, at Page 128.
9. Right of Way Deeds for Public Road in favor of Shelby County (i) recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 154, at Page 482; (ii) recorded in the aforesaid Probate Office in Deed Book 155, at Page 23 7; and, (iii) recorded in the aforesaid Probate Office in Deed Book 157, at Page 38.
10. Easement for Installation and Maintenance of Drainage Facilities and Utilities recorded January 14, 2008, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20080114000017100.
11. Easement for Temporary Grading and Construction recorded January 14, 2008, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20080114000017110.
12. Covenants and easements set forth in that certain Warranty Deed from Mobley Development, Inc. to Fallico, Inc. dated August 19, 1994, recorded September 2, 1994, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 1994-27094.
13. Matters shown on the Map of Falliston First Sector as shown by map recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 18, at Page 66.
14. Declaration of Protective Covenants for Falliston, Phase I recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 1994-12847, as amended pursuant to that certain Amended Declaration of Protective Covenants for Falliston, Phase I recorded in the aforesaid Probate Office as Instrument No. 1994-16461.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/20/2017 08:44:34 AM
\$305.00 CHERRY
20170320000091630

20170320000091630 03/20/2017 08:44:34 AM DEEDS 6/6

J. Steven Mobley

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

Grantor's Name:	J. Steven Mobley	Grantee's Name:	Waffle House, Inc.
Mailing Address:	2101 4th Ave. South Suite 200, Birmingham, AL 35233	Mailing Address:	5986 Financial Drive Norcross, GA 30071
Property Address:	Alabama Highway 261 Helena, Shelby County, Alabama	Date of Sale:	March <u>15</u> /2017
		Total Purchase Price:	\$275,000
		Actual Value:	\$ <u>\$275,000</u>
		Or	
		Assessor's Market Value:	\$ _____

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other: _____
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date: 3-15-17

Print Name: J. Steven Mobley

☐ Unattested _____
(verified by)

Sign: *J. Steven Mobley*

FORM RT-1