

Shelby County, AL 02/01/2019  
State of Alabama  
Deed Tax: \$150.00

  
20190201000034020 1/5 \$177.00  
Shelby Cnty Judge of Probate, AL  
02/01/2019 01:21:19 PM FILED/CERT

This document prepared by:  
Steve M. Huttman, Esq.  
5986 Financial Drive  
Norcross, GA 30071  
(as Counsel to Grantor Only)

Send Tax Notice To:  
Seth Gabriel Goodson

Source of Title:  
Instrument No. 20080530000219930

Return To:  
Mike T. Atchison, Attorney at Law  
101 West College Street  
Columbiana, AL 35051

STATE OF ALABAMA  
COUNTY OF SHELBY

### STATUTORY WARRANTY DEED

This STATUTORY WARRANTY DEED made this 31<sup>st</sup> day of January, 2019, by and between WH Capital, L.L.C., a Georgia limited liability company, whose mailing address is 3330 Cumberland Blvd., Suite 610, Atlanta, GA 30339, hereinafter referred to as "GRANTOR" and Seth Gabriel Goodson, an individual whose mailing address is 100 Howard Hill Dr, Wilsonville AL 35186, hereinafter referred to as "GRANTEE". The designation GRANTOR and GRANTEE, as used herein, shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter, as required by context.

### WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby forever grant, bargain, sell and convey unto the GRANTEE, and its successors and assigns, the following described real estate situated in Shelby County, Alabama, (the "Property") to wit:

See EXHIBIT "A" attached hereto and incorporated herein by reference.

The said Property does not constitute the homestead of Grantor.

This conveyance is subject to covenants, easements, encumbrances, and restrictions of record or as may be shown on an accurate survey; utility easements, building and zoning laws, codes or regulations; and liens for taxes which are unpaid but not due (collectively, the "Permitted Exceptions").

Grantee warrants and covenants that Grantee will not buy, sell, lease, or otherwise make available the Property for use as any of the following: Huddle House, Shoney's, Gabby's, Denny's, Kettle, Coffee Kettle, International House of Pancakes, Martin's, Bob Evans Farms, Perkins Restaurants, Dunkin Donuts of America (free standing locations only), American Waffle, Waffle King, Cracker Barrel, White Castle, Big Boy, Hardee's, Starbucks Coffee Shop, C K Coffee Shops, Brueggers Bagels, Caribou Coffee, Atlanta Bagel Bakeries, Gorin's, Krispy Kreme, Daylight Donuts, Toddle House, Original Pancake House, Omelet Shoppe, Manhattan Bagel Bakery, Bagelicious, Chesapeake Bagel Bakery, Einstein's, Great American Bagel, Biscuitville, any type of 24-hour restaurant, and any restaurant business that derives more than ten percent (10%) of its revenue from the combined sale of breakfast-oriented menu items (i.e., eggs, ham, bacon, sausage, muffins, croissants, biscuits, waffles, coffee type beverages, donuts, cereals, pancakes, and bagels). This covenant shall be for a period of 50 years, or the maximum restrictable time under the state law on the date of execution hereof. Also, this covenant shall be binding upon Grantee, Grantee's successors, assigns or beneficiaries. Grantee does further agree that it will not convey the Property except by lease or deed containing restrictive covenants equivalent to the above, which fully protect Grantor's interest herein. Any subsequent purchaser or lessee under the Grantee herein does hereby agree to be bound by these same provisions and agrees that the foregoing covenant is attached to and running with the land.

Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, except for warranties of title as set forth in this Deed, Grantee is acquiring the Property "As Is" and "Where Is," and with all faults and defects, latent or otherwise, and that Grantor has not made and does not make and will not make any representations or warranties, expressed or implied, with respect to the quality, physical condition, zoning, governmental permits, availability or cost of utilities, environmental condition or contamination, expenses, value of the Property or any improvements thereon, the structural integrity, habitability or usefulness of any improvements on the Property, or any other matter or thing affecting or related to the Property or any improvements thereon (including without limitation, warranties of habitability, warranties of merchantability, and/or fitness for a particular purpose), which might be pertinent in considering whether to purchase the Property, and Grantee does hereby expressly acknowledge that no such representations or warranties have been made. Grantee further acknowledges and agrees that Grantor shall not be liable or bound in any manner by any warranties, either expressed or implied, guarantees, promises, statements, representations, or information pertaining to the Property, or any improvements thereon, made or furnished by any broker, agent, employee, servant or other person representing or purporting to represent the Grantor.

TO HAVE AND TO HOLD said land unto GRANTEE, and its successors and assigns, forever, with all tenements, appurtenances, and hereditaments thereunto belonging, subject to the Permitted Exceptions, and subject to the conditions and restrictions set forth herein.

AND SAID GRANTOR does hereby warrant title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under GRANTOR, but none other, subject to the Permitted Exceptions.

***[SIGNATURES ON FOLLOWING PAGE]***

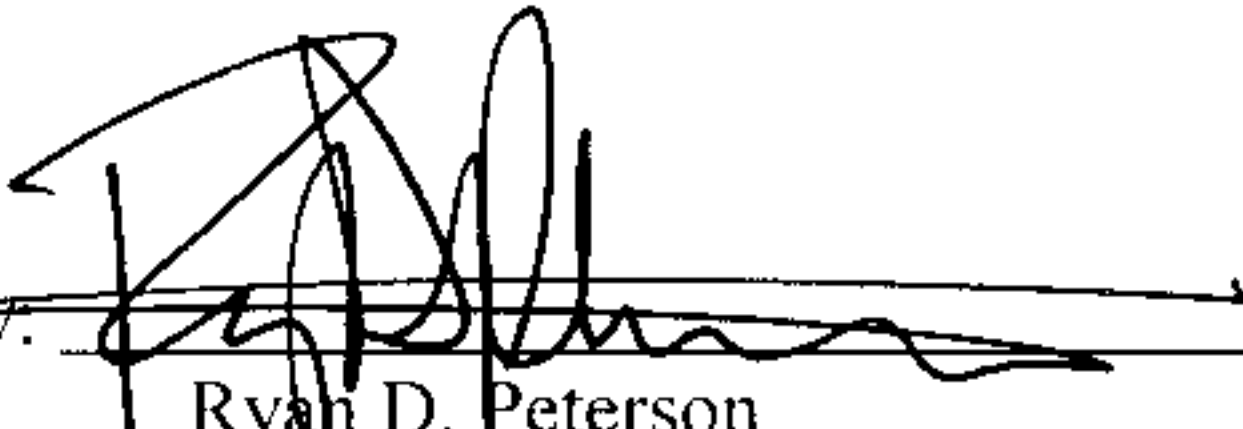


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IN WITNESS WHEREOF, the GRANTOR has caused this instrument to be executed in its name by its Vice President, the day and year first above written.

Grantor:

WH CAPITAL, L.L.C.,  
a Georgia limited liability company

By:   
Ryan D. Peterson

Title: Authorized Signatory pursuant to a Written  
Consent of the Board of Directors of WH  
Capital, L.L.C. dated November 28, 2016

STATE OF GEORGIA

COUNTY OF GWINNETT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WH Capital, L.L.C., a Georgia limited liability company, by Ryan D. Peterson, Authorized Signatory pursuant to a Written Consent of the Board of Directors of WH Capital, L.L.C. dated November 28, 2016 is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Vice President of Waffle House, Inc., a Georgia corporation and with full authority of Grantor, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and seal of office this 31<sup>st</sup> day of January, 2019.

  
Notary Public

My Commission Expires: August 30, 2019



[x Notary Seal]



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**EXHIBIT A**  
**Property**

Commencing at the Southwest Corner of the SW 1/4, of the SE 1/4 of Section 28, Township 19 South, Range 2 East and running N 00 degrees 54 minutes 59 seconds E for 776.95 feet to an iron pin located on the north right of way of US Hwy. 280 and being the common corner with Sara Turner and being the Point of Beginning; thence leaving said right of way and following the common line of Sara Turner (DB. 352-339) N 00 degrees 54 minutes 59 seconds E for 260.00 feet to a point; thence S 89 degrees 05 minutes 01 seconds E for 80.00 feet to a point; thence S 00 degrees 54 minutes 59 seconds W for 253.25 feet to a point; thence S 18 degrees 58 minutes 38 seconds W for 28.14 feet to a point on the north right of way of US Hwy. 280; thence along said right of way N 73 degrees 24 minutes 32 seconds W for 74.03 feet to an iron pin being the Point of Beginning. Said tract contains 0.495 acres or 21,571 feet more or less.



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# Real Estate Sales Validation Form

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

Grantor's Name WH Capital  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_

Grantee's Name Seth Gabriel Godson  
Mailing Address 100 Howard Hill Dr  
Wilsonville AL  
35186

Property Address Hwy 280  
Hamperville

Date of Sale 1-31-19  
Total Purchase Price \$ 150,000.00

or

Actual Value \$ \_\_\_\_\_

or

Assessor's Market Value \$ \_\_\_\_\_



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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 \_\_\_\_\_

Print Seth Gabriel Godson

Unattested \_\_\_\_\_

Sign Seth Gabriel Godson

(verified by)

(Grantor/Grantee/Owner/Agent) circle one