

Add to
Dbare

FOR REGISTRATION
Willie L. Covington
REGISTER OF DEEDS
Durham County, NC
2015 AUG 20 01:28:26 PM
BK: 7770 PG: 107-108
DEED
FEE: \$26.00
EXCISE TAX: \$530.00
INSTRUMENT # 2015027742
SCEARNEL

Confirmed by Denny Mayres with Waffle House



\$265,000 / 19358 SF = 13.69 / SF

Seller concession for property issues.
Funds were escrowed and will be used
at time of construction -
"Net for the site was \$215,000"

Exercise Tax: \$530.00

Parcel Identifier No. 0832-10-25-6363

This instrument was prepared by: Law Offices of F. Bryan Brice, Jr. - without title certification.

Mail after recording to: First American Title Insurance Co.
Six Concourse Parkway, Suite 2000, Atlanta, GA 30328
NCS-693147

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this the 13th day of August, 2015, by and between:

GRANTOR	GRANTEE
<p><i>Huber in the freeze</i> Cindy, Inc., a North Carolina Corporation 2100 N. Roxboro Rd., Durham, NC 27704</p>	<p>Waffle House, Inc., a Georgia Corporation 5986 Financial Drive, Norcross, GA 30071</p>

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 the Grantor, for a valuable consideration paid by the Grantee, the

receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Durham, _____ Township, Durham County, North Carolina, and more particularly described as follows:

BEING all of Lots 11, 12, 13, 14, 15 and 16 of Block 25, Property of F.C. Greer Estate, as per plat and survey of Paul Ling C.E., dated March 1923 of record in the Office of the Register of Deeds of Durham County and recorded in Plat Book 5, Page 109, to which plat reference is hereby made for a more particular description.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 1767, Pages 777-778 and Book 7451 at page 375.

A map showing the above described property is recorded in Plat Book 5B, Page 109.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and that Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

Further, 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 1,000 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.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

CINDY, INC.

By: [Signature]

Print Name: Herb Reese

Title: President

NORTH CAROLINA

DURHAM COUNTY

I, Jeremy L. Best, a Notary Public for Wake County, North Carolina, certify that Herb Reese personally came before me this day and acknowledged that he/she is President of Cindy, Inc., a North Carolina corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the 14th day of August, 2015.

By: Jeremy L. Best
Notary Public

(Official Seal)



My Commission Expires: August 19, 2019

BK

5 B

PG

109

MAP OF PROPERTY OF
 THE F. C. GER ESTATE
 DURHAM TOWNSHIP DURHAM COUNTY
 NORTH CAROLINA
 SUBDIVIDED BY
 ATLANTIC COAST REALTY CO.
 PETERSBURG, VA. WINSTON-SALEM, NC. GREENVILLE, SC.
 55-911-1-100

22
 15.86 ACRES

24
 9.04 ACRES

27
 9.19 ACRES

23
 2.48 ACRES

Lot No.	Acres	Lot No.	Acres
1	0.10	11	0.10
2	0.10	12	0.10
3	0.10	13	0.10
4	0.10	14	0.10
5	0.10	15	0.10
6	0.10	16	0.10
7	0.10	17	0.10
8	0.10	18	0.10
9	0.10	19	0.10
10	0.10	20	0.10
21	0.10	31	0.10
22	0.10	32	0.10
23	0.10	33	0.10
24	0.10	34	0.10
25	0.10	35	0.10
26	0.10	36	0.10
27	0.10	37	0.10
28	0.10	38	0.10
29	0.10	39	0.10
30	0.10	40	0.10
31	0.10	41	0.10
32	0.10	42	0.10
33	0.10	43	0.10
34	0.10	44	0.10
35	0.10	45	0.10
36	0.10	46	0.10
37	0.10	47	0.10
38	0.10	48	0.10
39	0.10	49	0.10
40	0.10	50	0.10
41	0.10	51	0.10
42	0.10	52	0.10
43	0.10	53	0.10
44	0.10	54	0.10
45	0.10	55	0.10
46	0.10	56	0.10
47	0.10	57	0.10
48	0.10	58	0.10
49	0.10	59	0.10
50	0.10	60	0.10
51	0.10	61	0.10
52	0.10	62	0.10
53	0.10	63	0.10
54	0.10	64	0.10
55	0.10	65	0.10
56	0.10	66	0.10
57	0.10	67	0.10
58	0.10	68	0.10
59	0.10	69	0.10
60	0.10	70	0.10
61	0.10	71	0.10
62	0.10	72	0.10
63	0.10	73	0.10
64	0.10	74	0.10
65	0.10	75	0.10
66	0.10	76	0.10
67	0.10	77	0.10
68	0.10	78	0.10
69	0.10	79	0.10
70	0.10	80	0.10
71	0.10	81	0.10
72	0.10	82	0.10
73	0.10	83	0.10
74	0.10	84	0.10
75	0.10	85	0.10
76	0.10	86	0.10
77	0.10	87	0.10
78	0.10	88	0.10
79	0.10	89	0.10
80	0.10	90	0.10
81	0.10	91	0.10
82	0.10	92	0.10
83	0.10	93	0.10
84	0.10	94	0.10
85	0.10	95	0.10
86	0.10	96	0.10
87	0.10	97	0.10
88	0.10	98	0.10
89	0.10	99	0.10
90	0.10	100	0.10

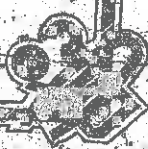
ROAD

ROAD

NORTH

W. H. ...
...

109



Durham County, NC
Assessor of Property

Property Record Card

Owner Name

WAFFLE HOUSE INC

Owner Address

5986 FINANCIAL DR
NORCROSS, GA
30071

Location Address

2100 N ROXBORO ST

1/2016 \$252,675 building permit

GENERAL PROPERTY INFORMATION

Parcel Ref No: 108769
PIN: 0832-10-25-8363
Account No: 8564611
Tax District: CNTY-DRHM/CITY-DRHM
Land Use Code: 485
Land Use Desc: COM/ 1-STY SM MULTI
USER
Subdiv Code: 0000
Subdiv Desc: N/A - NO SUBDIVISION
Neighborhood: 040BD

Legal Description: PROP-GEER F
C/BLK:25/LT#1 1-14 INCL
Deed Book & Page: 7770 / 107
Plat Book & Page: 00005B / 000109
Last Sale Date: Aug-20-2015
Last Sale Price: \$265,000
Property Tax Appraisal: \$272,989 *

* The appraised value is the
estimated value as of the last
general reappraisal, effective
January 1, 2016



108769 01/13/2015

Year Built: 1953
Built Use / Style: RETAIL STORES
Current Use: RETAIL STORES
*Percent Complete: 100%
Heated Area (S/F): 1,000
** Bathroom(s): 0 Full Bath(s) 0 Half
Bath(s)
** Bedroom(s): 0
Fireplace (Y/N): N
Basement (Y/N): N
Attached Garage (Y/N): N
Multiple Improvements: 1

Land Market Value: \$215,622
Land Present Use Value: \$215,622
Land Total Assessed Value: \$215,622
Building Value: \$57,367
Map Acres: 0.44

<p>Appraised Improvement Values</p>
<p>\$57,367 Appraised Value as of January 1, 2016</p>

* Note - As of January 1

** Note - Bedroom(s), shown for description only

Data Disclaimer: All data shown here is from other primary data sources and is public information. Users of the data are hereby notified that the aforementioned public information sources should be consulted for verification of the information contained on this website. While efforts have been made to use the most current and accurate data, Durham County, NC and data providers assume no legal responsibility for the use of the data contained herein.

Please direct any questions or comments about the data displayed here to tax_assessor@dconnc.gov
(mailto:tax_assessor@dconnc.gov)



January 18, 2016

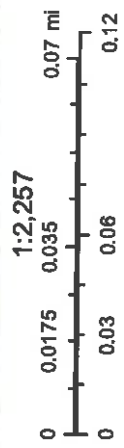
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Override 1

Railroads

 City of Durham

 Neighboring Counties



Information depicted hereon is for reference purposes only and is compiled from the best available sources. The City of Durham/Durham County assumes no responsibility for errors arising from use or mis-