

WARRANTY DEED

THIS INDENTURE, Made this 28th day of October, 1994, between JOHN W. SCHMIDT and SYBIL P. SCHMIDT of Westchester County, New York as Grantors, and MICHAEL J. NIESEN of Dekalb County, Georgia, as Grantee.

WITNESSETH: That Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipts whereof are hereby acknowledged, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Grantee, his heirs and assigns the following property, to-wit:

All that tract or parcel of land, with improvements located thereon, lying and being in the 1112th District G.M., Hart County, Georgia containing 0.50 of an acre, being bounded on the North by property of John W. and Sybil P. Schmidt, on the East by property of the United States of America, on the South by property of Isabel S. Vickery, and more particularly shown and delineated on a plat of survey prepared by Bauknight & Associates, dated September 27, 1994, and recorded in Plat Book 39, at Page 611, Hart County, Georgia Records, which plat and the recordation thereof is incorporated herein in aid of this description. *by property of Athens First Bank & Trust Company, and on the West

Also conveyed herein is a 20 foot wide easement for ingress and egress across other lands of Grantors herein as shown on the above referenced plat, and as conveyed in a Deed from Alton M. Flinstad and Mary T. Flinstad to William J. Dougherty and Helen P. Dougherty dated December 29, 1985, and recorded in Deed Book 188, at Page 710, Hart County, Georgia Records.

Also conveyed herein is the right of ingress and egress over a 20 foot wide easement which is more particularly set forth and described in an Easement conveyed from Isabel S. Vickery w/k/a Isabel S. Vickory to Jack Schmidt and Sybil Schmidt, dated January 18, 1994, and recorded in Deed Book 256, at page 41, Hart County, Georgia Records, and a Grant of Right of Ingress and Egress conveyed from W. Doyle Steckland and Wanda M. Steckland to Jack Schmidt and Sybil Schmidt, dated January 31, 1994, and recorded in Deed Book 253, at Page 556, Hart County, Georgia Records.

This property is conveyed subject to the right of ingress and egress possessed by William J. Dougherty and Helen P. Dougherty, their successors and assigns over the easement described above.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said described property.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantors will warrant and forever defend the right and title to the described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors, have signed, sealed and delivered this deed the day and year first written above.

John W. Schmidt (SEAL)
JOHN W. SCHMIDT
Sybil P. Schmidt (SEAL)
SYBIL P. SCHMIDT

Signed, sealed, and delivered in the presence of:
Jonathan H. Appel
WITNESS
Jonathan H. Appel
NOTARY PUBLIC
My commission expires on:
DATE NOTARIZED: October 24, 1994

JONATHAN H. APPEL
Notary Public, State of New York
No. 484335
Qualified in Westchester County,
Term Expires November 01, 1997.

HART County, Georgia
Real Estate Transfer Tax
Paid \$ 65.10
Date: 10-26-94
Michael J. Niesen
Clerk of Superior Court

GEORGIA, HART COUNTY
CLERK OF SUPERIOR COURT
FILED Oct 28
10 24 AM 3:34 O'CLOCK P.M.
RECO Oct 21 1994
ONT 265 PAGE 104
Betty P. ...
CLERK

General Notes :

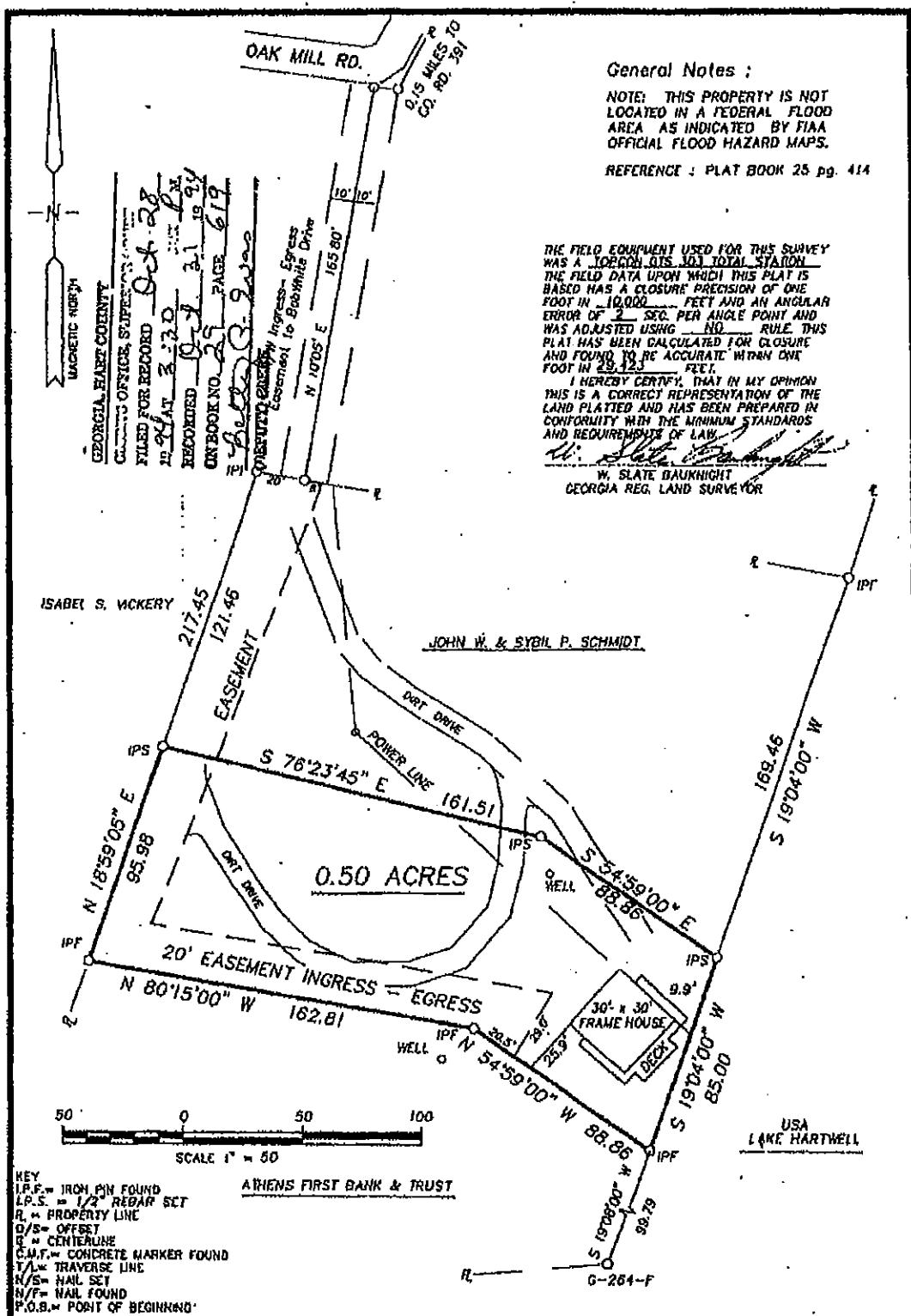
NOTE: THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY FIAA OFFICIAL FLOOD HAZARD MAPS.

REFERENCE : PLAT BOOK 25 pg. 414

THE FIELD EQUIPMENT USED FOR THE SURVEY WAS A JOERAN DIS. VAL TOTAL STATION. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 2 SEC. PER ANGLE POINT AND WAS ADJUSTED USING THE RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 29,123 FEET.

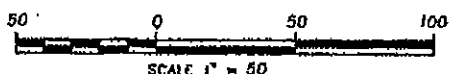
I HEREBY CERTIFY, THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

W. Slate Bauknight
 W. SLATE BAUKNIGHT
 GEORGIA REG. LAND SURVEYOR



- KEY**
 I.P.F. = IRON PIN FOUND
 R.P.S. = 1/2" REBAR SET
 R.L. = PROPERTY LINE
 O/S = OFFSET
 C.L. = CENTERLINE
 C.M.F. = CONCRETE MARKER FOUND
 T/L = TRAVERSE LINE
 N/S = NAIL SET
 N/F = NAIL FOUND
 P.O.B. = POINT OF BEGINNING

ATHENS FIRST BANK & TRUST



SURVEY FOR:

MICHAEL J. NIESEN

COUNTY: HART	CMD: 1112	STATE: GEORGIA
DATE: SEPTEMBER 27, 1994	SCALE: 1" = 50'	DRAWN BY: D.T.F.
SURVEYED BY: BAUKNIGHT & ASSOCIATES, LAND SURVEYORS W. SLATE BAUKNIGHT - GA. RLS # 2534 2886 BETHANY - BOWERSVILLE ROAD CANON, GEORGIA 30520 PHONE: 706-376-5946		APPROVED BY: W.S.B.
		DRAWING NUMBER: NIESEN D18
		FIELD BOOK:





FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2018 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for the Property (known as or located at: 253 Oak Hill Rd Northwell, Georgia, _____). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

C. SELLER DISCLOSURES.

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>1963</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		X
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X
EXPLANATION:		

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		X
(b) Is the Property part of a condominium or community in which there is a community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES" GAR F55.		X
EXPLANATION:		

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F54 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR B11 MUST BE PROVIDED TO THE BUYER.		X

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		X
(b) Have any structural reinforcements or supports been added?		X
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		X
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>1</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?	X	
(c) Is any portion of the heating and cooling system in need of repair or replacement?		X
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		X
(e) Are any fireplaces decorative only or in need of repair?		X
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well		
(b) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink?		X
(c) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>3</u>		
(e) Is the main dwelling served by a sewage pump?		X
(f) Has any septic tank or cesspool on Property ever been professionally serviced?	X	
If yes, please give the date of last service: <u>12/2017</u>		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		X
(h) Is there presently any polybutylene plumbing, other than the primary service line?		X
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?	X	

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>10</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	X	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		X
EXPLANATION:		

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		X
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		X
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		X
(d) Has there ever been any flooding?		X
(e) Are there any streams that do not flow year round or underground springs?		X
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		X
EXPLANATION:		

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		X
(b) Is there now or has there ever been any visible soil settlement or movement?		X
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
(d) Do any of the improvements encroach onto a neighboring property?		X
EXPLANATION:		

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		X
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		X
If yes, is it transferable? _____ What is the cost? \$ _____		
If yes, company name/contact: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
(c) Is there a cost to maintain the bond, warranty or service contract?		
If yes, what is the annual cost? \$ _____		
EXPLANATION:		

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		<input checked="" type="checkbox"/>
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		<input checked="" type="checkbox"/>
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		<input checked="" type="checkbox"/>

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		<input checked="" type="checkbox"/>
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		<input checked="" type="checkbox"/>
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		<input checked="" type="checkbox"/>
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		<input checked="" type="checkbox"/>
(e) Is the Property subject to a threatened or pending condemnation action?		<input checked="" type="checkbox"/>
(f) How many insurance claims have been filed during Seller's ownership? _____		

EXPLANATION:

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		<input checked="" type="checkbox"/>

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		<input checked="" type="checkbox"/>
<p>It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.</p>		

ADDITIONAL EXPLANATIONS (If needed):

Empty rectangular box for additional explanations.

D. FIXTURES CHECKLIST

Directions on HOW TO USE: It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank. **THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Appliances

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Stove
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

Home Media

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

Interior Fixtures

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
- Wall Mirrors
- Vanity (hanging) Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

Landscaping / Yard

- Arbor
- Awning
- Basketball Post and Goal

- Birdhouses
- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

Recreation

- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool
- Pool Equipment
- Pool Chemicals
- Sauna

Safety

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

Systems

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Dehumidifier
- Generator
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

Other

- _____
- _____
- _____
- _____
- _____

Clarification Regarding Multiple Items. Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

2-TV from Bedroom and Laundry Room
 Furniture by fire pit goes with Sellers
 - Swing under house goes with Sellers

Items Needing Repair. The following items remaining with Property are in need of repair or replacement:

RECEIPT AND ACKNOWLEDGEMENT BY BUYER

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

1 Buyer's Signature

Print or Type Name

Date

2 Buyer's Signature

Print or Type Name

Date

Additional Signature Page (F149) is is not attached.

SELLER'S REPRESENTATION REGARDING THIS STATEMENT

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property



1 Seller's Signature

Michael Wiesen

Print or Type Name

6/29/2018

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F149) is is not attached.



FORT REALTY

LEAD-BASED PAINT EXHIBIT " _____ "



2018 Printing

This Exhibit is part of the Agreement with an Offer Date of _____ for the purchase and sale or lease of that certain Property known as: 253 Oak Hill Rd, Hartwell, Georgia 30643

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser or tenant of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. Seller's/Landlord's Disclosure. MJN Initials of Seller / Landlord

- A. Presence of lead-based paint and/or lead paint hazard [check one below]:
- [] Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):
- [x] Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
B. Records and Reports available to the Seller/Landlord [check one below]:
- [] Seller/Landlord has provided the Buyer/Tenant with all the available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list document below):
- [x] Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Buyer's/Tenant's Acknowledgment. Initials of Buyer / Tenant

- A. Buyer/Tenant has received copies of all information, if any, listed above.
B. Buyer/Tenant has read and understands the above lead warning statement and has received the pamphlet "Protect Your Family from Lead in Your Home".
C. Buyer/Tenant has [check one below]:
- [] Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- [] Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Broker's Acknowledgment. RFO Initials of Broker or Licensee of Broker

Broker has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

5. Certification of Accuracy.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Signature and Date lines for Buyer/Tenant, Seller/Landlord, and Listing Broker. Includes authentication names and dates (07/05/2018).

Additional Signature Page (F149/F150) [] is [] is not attached. [x] is not attached.

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Tenant" shall mean either a Buyer or a Tenant or both as the context may indicate.

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