

Recorded
Book 781 Page 433
Date 10-13-2015

After recording return to:
THE GORDON LAW FIRM
ATTORNEYS AT LAW, LLC
Post Office Box 870
415 East Howell Street
Hartwell, Georgia 30643

2015 OCT 13 PM 2:20

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Hart County, Georgia
Book 781 Page 433
Date 10-13-2015
Frankie Gray, Clerk

STATE OF GEORGIA
COUNTY OF

QUITCLAIM DEED

THIS INDENTURE, made effective the 12 day of October, 2015, between Tracy Diane Sanders, hereinafter referred to as Grantor, and Dorothy Y. Sanders, hereinafter referred to as Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid, the receipt and sufficiency of which are hereby acknowledged, and by these presents does remise, release and forever quitclaim to the said Grantee, her successors, and assigns, all the right, title, interest, claim, or demand, the said Grantor has or may have had, in and to the following described property, to-wit:

All that tract or parcel of land, with improvements thereon, lying and being in the 1118th G.M. District of Hart County, Georgia, containing 41.463 acres, more or less, and being bounded, now or formerly, substantially as follows: Northwest, North and Northeast by the right of way of County Road 90 (Still Waters Road); Southeast and Southwest by lands of the Joh Payne Sewell Estate; and West by lands of Thompson. This tract or parcel of land is more particularly shown and delineated as Tract #5 on a plat of survey prepared for Dorothy Yeargin Sanders by Bauknight & Associates, Inc. W. Slate Bauknight, Georgia Registered Land Surveyor, dated February 7, 2001, recorded in Plat Book 2-H, at Page 92 in the Office of the Clerk of Superior Court of Hart County, Georgia. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

TO HAVE AND TO HOLD the said described property to the said Grantee, so that the said Grantor, nor her successors or assigns, nor any other person or persons or entities claiming under her shall at any time, by any means, or ways, have claim or demand any right or title to the aforesaid property or its appurtenances, or any rights thereof.

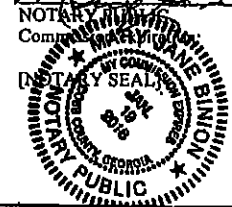
IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of:

Tracy Diane Sanders (SEAL)
Tracy Diane Sanders

[Signature]
WITNESS

[Signature]





SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " _____ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of _____ for Property known as or located at:

41.43 +- acres Still Waters Rd, Hartwell, Georgia 30643

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT. In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker Involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

B. HOW THIS STATEMENT SHOULD BE USED BY BUYER. The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

C. DISCLOSURES.

	Yes	No	Don't Know
1. OCCUPANCY:			
(a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? _____	/	_____	_____
(b) Is the Property or any portion thereof leased?	_____	_____	/
2. COVENANTS, FEES AND ASSESSMENTS:			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	_____	_____	/
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES EXHIBIT, GAR F322].	_____	_____	/
3. THE PROPERTY:			
(a) How many acres are in Property? _____			
(b) What is the current zoning of Property? _____			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	_____	_____	/
(d) Are there any governmental allotments committed?	_____	_____	/
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	_____	_____	/
4. SOIL, TREES, SHRUBS AND BOUNDARIES:			
(a) Is there any fill dirt on Property?	_____	_____	/
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	_____	_____	/
(c) Is there now or has there ever been any visible soil settlement or movement?	_____	_____	/
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	_____	_____	/
(e) Are there any drainage or flooding problems on Property?	_____	_____	/
(f) Are there any diseased or dead trees?	_____	_____	/
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	_____	_____	/

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Yes	No	Don't Know
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5. TOXIC SUBSTANCES:

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? _____
- (b) Has Property ever been tested for radon or any other environmental contaminants? _____

6. OTHER MATTERS:

- (a) Have there been any inspections in the past year?
If yes, by whom and of what type? _____
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? _____
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? _____
- (d) Are there any existing or threatened legal actions affecting Property? _____
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? _____
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? _____
- (g) If Property is served by well water, is the well on Property? _____
- (h) Has the Property been enrolled in a Conservation Use Program?
If yes, when was the Property enrolled? _____
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? _____

7. AGRICULTURAL DISCLOSURE:

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? _____

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.

8. UTILITIES:

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- | | |
|---|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Public Sewer |
| <input type="checkbox"/> Natural Gas | <input type="checkbox"/> Public Water |
| <input type="checkbox"/> Telephone | <input type="checkbox"/> Private/Well Water |
| <input type="checkbox"/> Cable Television | <input type="checkbox"/> Shared Well Water |
| <input type="checkbox"/> Garbage Collection | <input type="checkbox"/> Other _____ |

9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]

Additional pages are attached.

SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:

Seller represents that Seller has followed the Instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: *Dorothy Sanders*
Dorothy Sanders

Date: 1-21-19

Seller: *Dorothy Sanders*

Date: 1-21-19

Additional Signature Page (F267) is attached.

RECEIPT AND ACKNOWLEDGMENT BY BUYER:

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

Buyer: _____

Date: _____

Buyer: _____

Date: _____

Additional Signature Page (F267) is attached.

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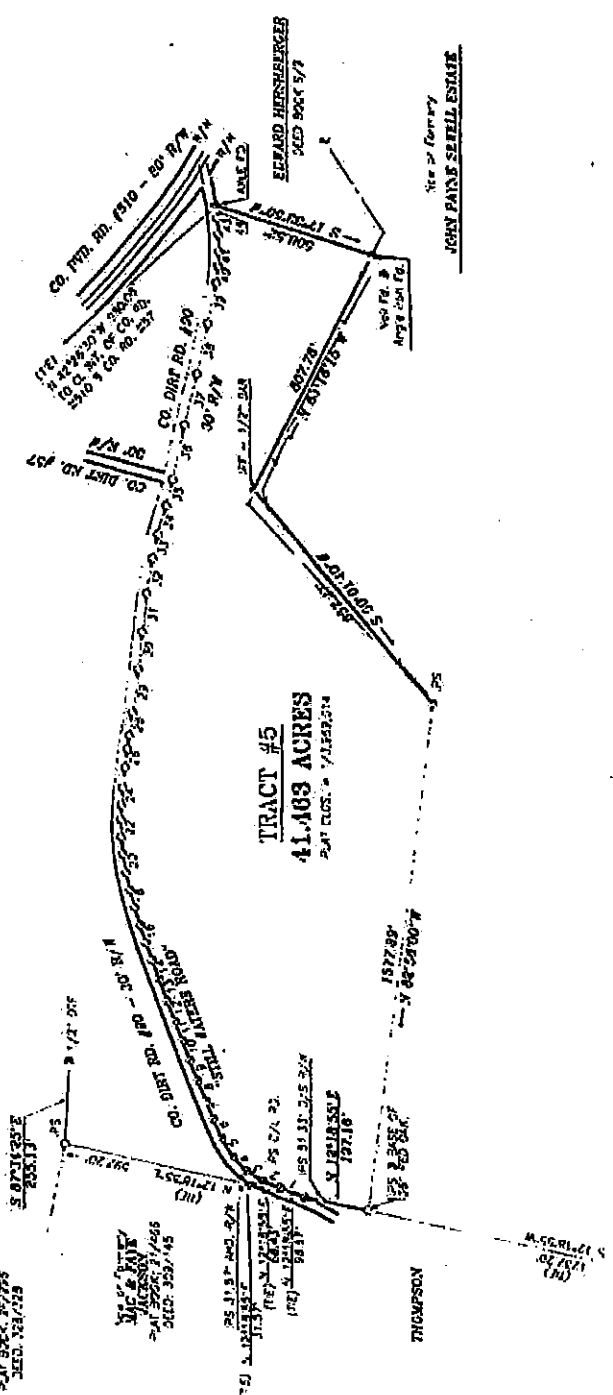
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 FILED IN OFFICE
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 DEWITT CLERK

SURVEY YEARGIN VICKERY

ELLIEN & RONALD
 REAL ESTATE BROKERS
 1000 W. MARKET ST.
 N.W.
 ATLANTA, GA. 30309

JOHN PAINE SEWELL ESTATE
 NEW ST. BARRY
 1000 W. MARKET ST.
 N.W.
 ATLANTA, GA. 30309

TRACT #5
 41.463 ACRES
 S.W. COR. OF SECTION 34



THE FIELD EQUIPMENT USED FOR THIS SURVEY
 WAS A SCOLA SERIAL
 THE FIELD DATA CHECKED THIS SURVEY
 POINT WAS ADJUSTED FOR SLOPE. THE
 ERROR OF 2" PER 100' HORIZONTAL AND
 4" PER 100' VERTICAL. THE ANGLES AND
 BEARINGS WERE CHECKED BY TWO
 MEN AND BEING CALCULATED FOR CLOSURE
 AND 5 TO 10 TO BE ACCURATE WITH IN
 ONE IN 10,000.

REFERENCES
 --- DEED BOOK 107 PAGE 63
 --- DEED BOOK 107 PAGE 322
 --- DEED BOOK 107 PAGE 22
 --- DEED BOOK 107 PAGE 497
 --- DEED BOOK 107 PAGE 22



		REVISOR: JANUARY 20, 2001 DOROTHY YEARGIN SANDERS
COUNTY: MARTIN	CITY: 1118	STATE: GEORGIA
DATE: FEBRUARY 07, 2001		PARTY CHIEF: BC
SCALE: 1"=300'		SURV. NO.: 7/1
BAUKNIGHT & ASSOCIATES, INC.		APPROVED BY: JESS
P. STATE SURVEYOR		

1000 W. MARKET ST.
 N.W.
 ATLANTA, GA. 30309
 JOHN PAINE SEWELL ESTATE

1000 W. MARKET ST.
 N.W.
 ATLANTA, GA. 30309
 JOHN PAINE SEWELL ESTATE