



# SELLER'S PROPERTY DISCLOSURE STATEMENT 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 the Property (known as or located at: 1415 Lightwood Rd  
Hartwell Georgia, 30643). 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>2008</u>		
(b) Is the Property vacant?		<input checked="" type="checkbox"/>
If yes, how long has it been since the Property has been occupied? _____		
(c) Is the Property or any portion thereof leased?		<input checked="" type="checkbox"/>
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a community association? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES" GAR F322.</b>		<input checked="" type="checkbox"/>
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? <b>IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.</b>		<input checked="" type="checkbox"/>

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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?		✓
(b) Have any structural reinforcements or supports been added?		✓
(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?		✓
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>11</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(c) Is any portion of the heating and cooling system in need of repair or replacement?	✓	
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e) Are any fireplaces decorative only or in need of repair?		✓
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓

EXPLANATION: *upstairs unit freon leak healthy climate will repair*

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?		✓
(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>5 1/2 bathrooms</u>		
(e) Is the main dwelling served by a sewage pump?		✓
(f) Has any septic tank or cesspool on Property ever been professionally serviced?	✓	
If yes, please give the date of last service: <u>7/2/18</u>		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(h) Is there presently any polybutylene plumbing, other than the primary service line?		✓
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		✓

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>11</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?		✓
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓
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?		✓
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		✓
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		✓
(d) Has there ever been any flooding?		✓
(e) Are there any streams that do not flow year round or underground springs?		✓
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓
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)?		✓
(b) Is there now or has there ever been any visible soil settlement or movement?		✓
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d) Do any of the improvements encroach onto a neighboring property?		✓
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, <u>bees</u> and ants); or by fungi or dry rot?	✓	
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company? <u>Northwest Exterminating</u>	✓	
If yes, is it transferable? _____ What is the cost? \$ <u>350</u>		
If yes, company name/contact: <u>Jayson Holmes Northwest 678-456-4422</u>		
Coverage: <input checked="" 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? \$ <u>350</u>		
EXPLANATION: <u>Some carpenter bees on patio beams have been treated/dusted by American Pest control</u>		

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		✓
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		✓
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		✓
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?		✓
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		✓
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		✓
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		✓
(e) Is the Property subject to a threatened or pending condemnation action?		✓
(f) How many insurance claims have been filed during Seller's ownership? <u>1</u>		✓
EXPLANATION: <i>Tree fell against a gutter Less than deductible for repair Herring gutter repair no payment</i>		

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		✓
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?		✓
<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 providing 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 but shall remain liable for the cost of Buyer having to dispose of such items provided that Buyer disposes of them within 30 days after Closing. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

Items identified as remaining with the Property shall mean those specific items as they existed in the Property as of the Offer Date. No such item shall be removed from the Property unless it is broken or destroyed. In the event such item is removed, it shall be replaced with a substantially identical item, if reasonably available. If not reasonably available, it shall be replaced with a substantially similar item of equal quality and value, or better. The same or newer model of the item being replaced in the same color and size and with the same functions or better shall be considered substantially identical. This section entitled "Fixtures Checklist" shall survive Closing.

**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  *Pavilion*
- 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**

- Pool table
- Dining Room table
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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. *Bedroom Bath mirrors stay* *Sea shell mirror goes with us.* *All Antique mirrors go with us,* *Garage refrigerator go with us*

**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 (F267) is 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**

Henry Dillon Winship, III  
\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Additional Signature Page (F267) is attached.

NEW Contract 6/27/17

543593 1415 lightwood rd Sen... 1 / 2



THIS CONTRACT PROVIDES FOR RETREATMENT OF A STRUCTURE AND THE REPAIR OF DAMAGES CAUSED BY WOOD DESTROYING ORGANISMS WITHIN THE LIMITS STATED IN THIS CONTRACT.

Northwest Exterminating Eastern and Formosan Subterranean Termite Baiting Agreement LIMITED LIFETIME WARRANTY

"We will uphold commitments made to our Customers while exercising honesty, integrity and excellence."

SERVICE INFORMATION

BILLING INFORMATION

COMPANY NAME: Dillon & Debbie Winship
NAME: FIRST: Dillon, LAST: Debbie, MI:
ADDRESS: 1415 Lightwood Road, Hartwell, Ga 30643
CITY: Hartwell, STATE: Ga, ZIP CODE: 30643
PHONE (HOME): 404-556-1168

COMPANY NAME:
NAME: FIRST: , LAST: , MI:
ADDRESS:
CITY: , STATE: , ZIP CODE:
EMAIL ADDRESS: hdw1103@yahoo.com

- Type of Structure: [X] Residential, [ ] Commercial, [ ] Multi-Unit Dwellings
Structure for Service: [X] Main Dwelling, [ ] Other:
Structure Status: [X] Preventative, [ ] Curative, [ ] Reinstatement
Liquid Spot Application: [ ] Yes, [X] No

Payment Information

Renewal Maintenance

Initial Investment: \$ 1500
Amount Remitted: \$
Balance of: \$ 1500
Payment Options: Payment Due Now

Renewal Maintenance Fee: \$ 350
Renewal Frequency: [ ] Quarterly, [X] Annually
Commencing on: 6 / 2018

Method of Payment

- [ ] Autopay, [X] Credit Card, [ ] Check, [ ] Cash

A. Service Commitment -- 1. Install Sentricon® Termite bait stations in the soil around the perimeter of the structures specified. 2. Monitor and inspect baited and unbaited stations according to the manufacturer's specifications. 3. Add Recruit termite bait to and remove it from stations as appropriate. 4. Provide station reports following every service visit. 5. Twelve (12) months from the date of initial installation, Northwest will provide for repairs of new termite damage as set forth in this agreement. The Full Damage Repair Guarantee is effective immediately upon installation on structures which have no past or present visible termite activity, new construction sites, and liquid customers currently under a Northwest Damage Repair Guarantee who upgrade to the Sentricon® System and qualify for repair under the general terms of this agreement on reverse side.
B. Ownership of System Components -- All the components of the Sentricon® System are and will remain the property of Dow Agro Sciences LLC. The purchaser has no rights to any of the components, other than the right to their use as installed. On the expiration or termination of this agreement, Northwest or its representatives are authorized by the Purchaser to retrieve from the premises the stations for proper disposition.
C. This warranty with the Sentricon System may be renewed provided that Northwest Exterminating has an opportunity to re-inspect the structure on an annual basis and payment of the Renewal Maintenance Fee is made on or before the expiration of the guarantee period.

Removal of the bait or baiting system may result in a lack of termite protection.

Purchaser: Dillon & Debbie Winship Date:
Northwest Representative: Jayson Holmes Sp24379 Date: 6-27-2017
Service Center Address: Lanier-6715 Little Mill Rd., Cumming, GA 30041
Service Center Phone Number: Lanier-678-456-4422
Accepted By: [Signature] SIGN HERE Date:

Electronic Communication Acknowledgement Statement. In accordance with state regulations, pest control companies have a responsibility to provide you with a record every time a pesticide product and/or pest system is applied. This record is required to be provided to the property owner, resident or custodian of the property. This record may include post-application precautionary information. Licensed and regulated by the Georgia Department of Agriculture, 19 Martin Luther King, Jr. Drive, Atlanta, Georgia 30334 (404) 856-3641.

I understand and request that my pesticide use records be provided or made available to me electronically.
[Signature] SIGN HERE

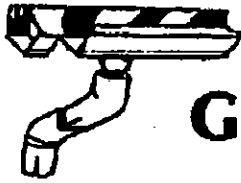
Notice: You, the Purchaser, may cancel this transaction, in writing, any time prior to midnight on the third business day after the date of this transaction.

Form #127 Revised 10/2016

543593

Small print text at the bottom of the page regarding terms and conditions.





# HERRING Gutter & Insulation, Inc.



351 West Johnson Street - Hartwell, Georgia 30643  
 Hartwell 706/376-2787 Elberton 706/283/8238

07/09/2019

## Invoice

Date	Invoice #
6/18/2019	4612

<b>Bill To</b>
Dillon Winship P.O. Box 607 Hartwell, GA 30643

<b>Job Name</b>

Quantity	Item Code	Description	Price Each	Amount
	004	Replace Damaged Gutter & Downspouts (As Per Bid)	825.00	825.00

Total balance is due upon completion of job.  
 We accept cash, checks or credit cards- MC, Visa, Discover & American Express  
 \*\*\*\*There is a 3% charge for paying with credit cards.

<b>Total</b>	<b>\$825.00</b>
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# American Pest Control, Inc.

3145 ATLANTA HIGHWAY • PO BOX 6467 • ATHENS GA 30604  
 1000 IRIS DRIVE, SUITE C-2 • PO BOX 652 • CONYERS GA 30012  
 667 W. CURRAHEE STREET • PO BOX 1222 • TOCCOA GA 30577

1111 CHURCH ST • SUITE A • COVINGTON GA 30014  
 1060 SALEM WALK DRIVE • SUITE 5 • GREENSBORO GA 30642



www.ampest.com

ATHENS 706-546-1490	CLAYTON 706-782-4113	COMMERCE-JEFFERSON 706-335-4833	CONYERS 770-922-7378	ELBERTON 706-283-8225	SENECA/CLEMSON 864-882-1980	HIAWASSEE 706-612-9572
GAINESVILLE 770-531-0436	GREENSBORO 706-453-2854	GWINNETT 770-339-3521	HARTWELL 706-376-7378	MADISON 706-342-0922	ANDERSON 864-260-0043	CLARKEVILLE 706-612-9573
MONROE 770-267-3334	THOMSON 706-595-9604	TOCCOA 706-886-6083	WASHINGTON 706-678-3190	WINDER 770-867-6051	COVINGTON 770-285-3843	

## PEST MANAGEMENT AGREEMENT

CONTRACT DATE: <u>5/15/18</u>	E-MAIL ADDRESS	ROUTE NO.
OWNERS NAME: <u>Dillon Winship</u>	ACCOUNT # <u>577541</u>	
BILLING ADDRESS:		
CITY, STATE, ZIP:		
SERVICE ADDRESS: <u>1415 Lighthwood rd</u>		
CITY, STATE, ZIP: <u>Hartwell GA 30643</u>		
HOME PHONE:	CELL PHONE: <u>404 556 1168</u>	WORK PHONE:

Pest(s) to be managed: Carpenter Bees

This agreement is by and between the two parties indicated above and hereinafter referred to as "CONTRACTOR" (the seller) and "CUSTOMER" (the buyer). You are hereby authorized to treat the above referenced property for the type of service chosen:

- QUARTERLY PEST MANAGEMENT     
  MONTHLY PEST MANAGEMENT     
  ONE TIME SERVICE  
 FIRE ANT MANAGEMENT - # \_\_\_\_\_ ACRE(S)     
  MOSQUITO REDUCTION MANAGEMENT     
  OTHER \_\_\_\_\_

In consideration for work to be performed and subject to the terms and conditions of this agreement, the undersigned agrees to make payment as follows:

Initial Treatment: \$ \_\_\_\_\_  VISA     MASTERCARD     AMERICAN EXPRESS     DISCOVER  
 Initial Pest Management Fee \$ \_\_\_\_\_  CASH     CHECK # 538     Auto Bank Draft (Must attach VOIDED check)  
 Other Services: \$ \_\_\_\_\_  
 Total Amount Due: \$ \_\_\_\_\_      Credit Card # \_\_\_\_\_      Exp. Date \_\_\_\_\_

BILLING INSTRUCTIONS:     PAYMENT UPON COMPLETION     LESS 5% FOR FULL ADVANCE PAYMENT FOR ONE YEAR  
 AUTO PAY     OTHER (SEE ABOVE)

THE INITIAL PAYMENT IS DUE AT TIME OF FIRST SERVICE. THE CUSTOMER MUST PAY THE MAINTENANCE FEE AFTER THE 1<sup>ST</sup> OF EACH MONTH.

MONTHLY PEST MANAGEMENT

\$ \_\_\_\_\_  
MONTHLY PAYMENT

QUARTERLY PEST MANAGEMENT

\$ \_\_\_\_\_  
QUARTERLY PAYMENT

QUARTERLY FIRE ANT MANAGEMENT

\$ \_\_\_\_\_  
QUARTERLY PAYMENT

ONE TIME SERVICE ONLY

\$ 400.00  
DUE NOW

Bed Bugs are excluded from this service agreement. See Terms and Conditions for the type of service chosen on the reverse side of this agreement. The Georgia Structural Pest Control Act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company.

By: Jay Gibson

Accepted by: [Signature]





**LEAD-BASED PAINT  
EXHIBIT " \_\_\_\_\_ "**



2019 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: 1415 Lightwood 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**2. Seller's/Landlord's Disclosure.**

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): \_\_\_\_\_

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): \_\_\_\_\_

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.**

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.

1 Buyer/Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_

1 Seller/Landlord Signature \_\_\_\_\_

Henry Dillon Winship, III

Date \_\_\_\_\_

9-18-19

2 Buyer/Tenant Signature \_\_\_\_\_

Date \_\_\_\_\_

2 Seller/Landlord Signature \_\_\_\_\_

Date \_\_\_\_\_

Additional Signature Page (F267/F931) is attached.

Additional Signature Page (F267/F931) is attached.

Selling/Leasing Broker \_\_\_\_\_

Date \_\_\_\_\_

Listing Broker \_\_\_\_\_

Coldwell Banker Fort Realty

Date \_\_\_\_\_

9-18-19

**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.**

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Fort Ogleby IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

604 658  
1-18-08

750.00  
1-18-08

604 658  
1-18-08  
*Christina [Signature]*

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

STATE OF GEORGIA  
COUNTY OF HART

WARRANTY DEED

THIS INDENTURE, made this 18<sup>th</sup> day of January, 2008 between James Michael Ray of Hart County, Georgia, hereinafter called Grantor, and Henry Dillon Winship, III of Kennesaw, Georgia, hereinafter called Grantee:

WITNESSETH: That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, his heirs and assigns the following described property, to-wit:

All that lot or parcel of land, with improvements located thereon, lying and being in the 1112<sup>th</sup> G.M. District, Hart County, Georgia, containing 2.00 acres more or less, and being bounded, now or formerly, substantially as follows: South by Lightwood Road; West by property of Mac Fort Oglesby; Northeast and Northwest by property of the United States of America (Lake Hartwell); and East by property of Lamar and Doris Cleveland. This lot is more particularly shown and delineated by a plat of survey dated February 24, 1969, prepared by Jule Temple, Surveyor, recorded in Plat Book 19, at Page 14 in the Office of the Clerk of the Superior Court of Hart County, Georgia. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

The above-described property is the same as that described in an Assent To Devise dated March 31, 1999 from Louise G. Dean as Executor of the Estate of James Nathanael Ray to James Michael Ray, recorded in Deed Book 335, at Page 651 in the Office of the Clerk of the Superior Court of Hart County, Georgia.

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 Grantor 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 Grantor has hereunto set set his hand and seal the day and year first above written.

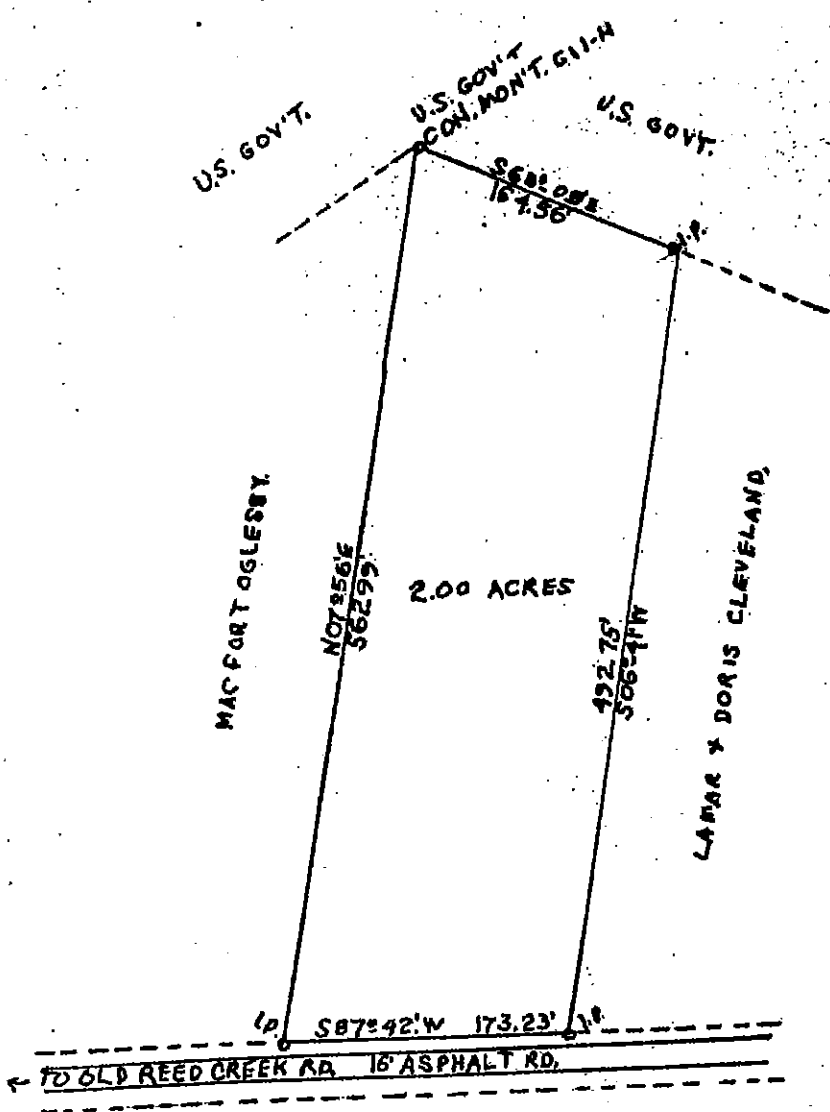
*James Michael Ray* (SEAL)  
James Michael Ray

Signed, sealed and delivered in the presence of

WITNESS

*Christina [Signature]*  
NOTARY PUBLIC, Franklin County, Georgia  
Commission expiration: 08/07/2009

604



Georgia, Hart County  
 1 1/2<sup>mi</sup> Dist. S.M.  
 Survey for Mac Fort Oglesby  
 Date Feb 24, 1967  
 Scale - 1" = 100'

Jules Temple  
 Surveyor