



FORT REALTY

SELLER'S PROPERTY DISCLOSURE STATEMENT EXHIBIT " _____ "



2020 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: 410 FAHIE DR. 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.

Table with 3 columns: Question, YES, NO. Row 1: GENERAL: (a) What year was the main residential dwelling constructed? 1979. (b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? (c) Is the Property or any portion thereof leased? (d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions? EXPLANATION:

Table with 3 columns: Question, YES, NO. Row 1: 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 community association? IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION DISCLOSURE EXHIBIT" GAR F322. EXPLANATION: COMMUNITY WELL

Table with 3 columns: Question, YES, NO. Row 1: LEAD-BASED PAINT: (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 F316 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR CB04 MUST BE PROVIDED TO THE BUYER.

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

EXPLANATION: POOL INSTALLED

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>1997</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		<input checked="" type="checkbox"/>
(c) Is any portion of the heating and cooling system in need of repair or replacement?		<input checked="" type="checkbox"/>
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		<input checked="" type="checkbox"/>
(e) Are any fireplaces decorative only or in need of repair?		<input checked="" type="checkbox"/>
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		<input checked="" type="checkbox"/>
(g) Are any systems/components subject to a lease or rental payment plan (i.e. HVAC, security system, appliances, solar systems, etc.)?		<input checked="" type="checkbox"/>

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input checked="" 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?		<input checked="" type="checkbox"/>
(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?		<input checked="" type="checkbox"/>
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: <u>2019</u>	<input checked="" type="checkbox"/>	
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		<input checked="" type="checkbox"/>
(h) Is there presently any polybutylene plumbing, other than the primary service line?		<input checked="" type="checkbox"/>
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		<input checked="" type="checkbox"/>

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?		<input checked="" type="checkbox"/>
(c)	Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b)	Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		<input checked="" type="checkbox"/>
(c)	Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		<input checked="" type="checkbox"/>
(d)	Has there ever been any flooding?		<input checked="" type="checkbox"/>
(e)	Are there any streams that do not flow year round or underground springs?		<input checked="" type="checkbox"/>
(f)	Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		<input checked="" type="checkbox"/>
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)?		<input checked="" type="checkbox"/>
(b)	Is there now or has there ever been any visible soil settlement or movement?		<input checked="" type="checkbox"/>
(c)	Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		<input checked="" type="checkbox"/>
(d)	Do any of the improvements encroach onto a neighboring property?		<input checked="" type="checkbox"/>
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?		<input checked="" type="checkbox"/>
(b)	Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?		<input checked="" type="checkbox"/>
	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?		<input checked="" type="checkbox"/>
	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?		X
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		X
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		X
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?		X
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		X
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		X
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		X
(e) Is the Property subject to a threatened or pending condemnation action?		X
(f) How many insurance claims have been filed during Seller's ownership? _____		X
EXPLANATION:		

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		X
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?		X
<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):

Lined area 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 Wring

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

- Aboveground Pool
- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- 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
- Car Charging Station
- 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.

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

Dean A. Schmidt

1 Seller's Signature

DEAN A. SCHMIDT

Print or Type Name

12-22-20

Date

2 Seller's Signature

Print or Type Name

Date

Additional Signature Page (F267) is attached.



LEAD-BASED PAINT EXHIBIT " _____ "



2020 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: 410 Tahoe Dr, 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.

[Signature]
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.

[Signature]
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.

[Signature]
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.

_____	_____	<u>[Signature]</u>	<u>12-21-20</u>
1 Buyer/Tenant Signature	Date	1 Seller/Landlord Signature	Date
_____	_____	_____	_____
2 Buyer/Tenant Signature	Date	2 Seller/Landlord Signature	Date
<input type="checkbox"/> Additional Signature Page (F267/F931) is attached.		<input type="checkbox"/> Additional Signature Page (F267/F931) is attached.	
_____	_____	<u>[Signature]</u>	<u>12-21-20</u>
Selling/Leasing Broker	Date	Listing Broker	Date

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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Recorded
Book 1751 Page 564
Date 8-11-2014
Frankie Gray, Clerk

CLERK OF SUPERIOR COURT
HART COUNTY, GEORGIA
2014 AUG 11 PM 3:49
[Signature]
DEPUTY CLERK

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

Hart County, Georgia
Real Estate Transfer Tax
Paid \$ 180.00
Date 8-11-2014
Frankie Gray, Clerk

STATE OF GEORGIA
COUNTY OF HART

WARRANTY DEED
(Joint Tenancy With Right of Survivorship)

THIS INDENTURE, made this 11th day of August, 2014, between Gregory A. Bahr and Diane A. Zuloaga, of Hart County, Georgia, hereinafter referred to as Grantors, and Dean A. Schmidt and Janice Schmidt, Montgomery, Illinois, hereinafter referred to as Grantees:

WITNESSETH: That the Grantors 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, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the Grantees as joint tenants, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following property, to-wit:

All that tract or parcel of land, with improvements thereon, lying and being in the 1112th G.M. District, Hart County, Georgia, containing 3.00 acres, more or less, and being designated as Tract T1 on a plat of survey prepared by A.M. Britt, Georgia Registered Land Surveyor, dated August 5, 1975, recorded in Plat Book 21, at Page 754 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.

The above described property is subject to Restrictive Covenants contained in a Warranty Deed dated March 11, 1976 from M&M Land Co., Inc. to William Ted Pearson, recorded in Deed Book 130, at Page 150 in the Office of the Clerk of Superior Court of Hart County, Georgia.

TO HAVE AND TO HOLD the said tract or parcel of land with all singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of the Grantees as joint tenants, for and during their natural lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE Grantors, their executors and administrators will warrant and forever defend the right and title to the above described property, unto the Grantees, as hereinabove provided, against the claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of:

[Signature]
WITNESS

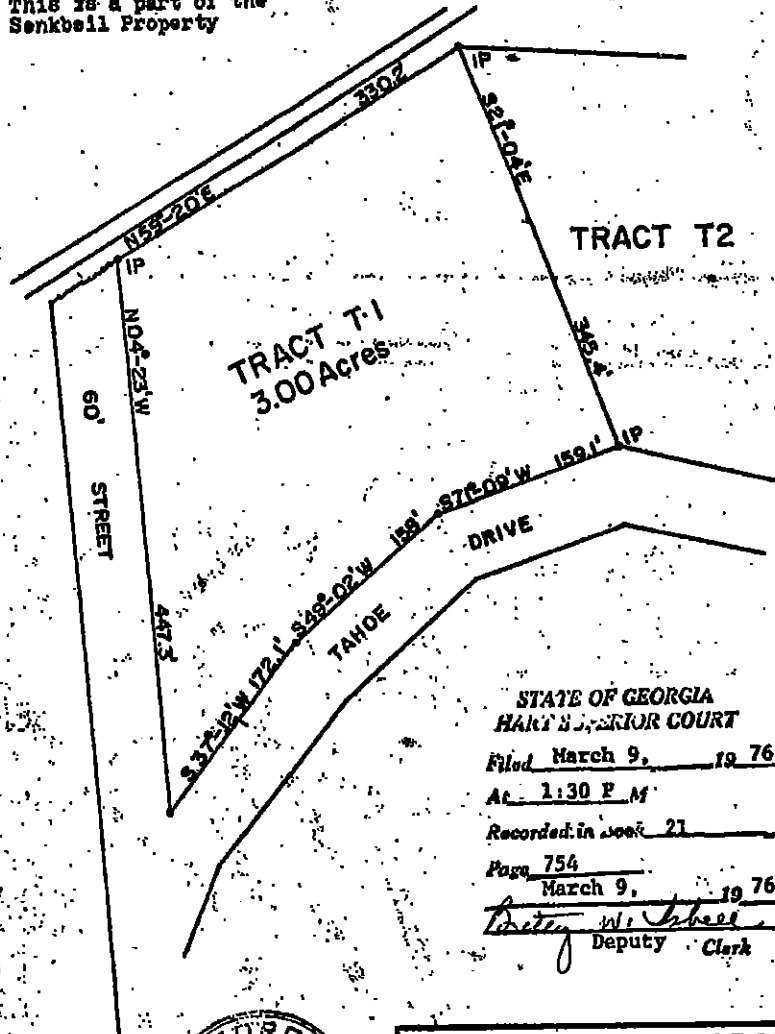
[Signature] (SEAL)
Gregory A. Bahr

[Signature]
NOTARY PUBLIC, Hart County, Georgia
Commission expiration: 06/26/2015

[Signature] (SEAL)
Diane A. Zuloaga



This is a part of the Senkbell Property



STATE OF GEORGIA
 HART SUPERIOR COURT
 Filed March 9, 19 76
 At 1:30 P.M.
 Recorded in Book 21
 Page 754
 March 9, 19 76
Deputy W. J. School
 Deputy Clerk



HART COUNTY, GEORGIA
 1112th DIST., G.M.
 SURVEYED AUG. 5, 1975
 SCALE 1" = 100'

A. M. Britt

STATE OF GEORGIA,
COUNTY OF HART. JOINT TENANCY WARRANTY DEED

This Indenture made this 27th day of October, in the year of Our Lord one thousand nine hundred Ninety-Five, between Charles Y. Davis and Judy T. Davis, of the County of Ben Hill, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Warden K. Miller and Caryl S. Miller of the County of Franklin, and State of Ohio, as parties of the second part, whose mailing address is 7681 Patterson Road, Hilliard, OH 43026, hereinafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH, That said Grantor, for and in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants with right of survivorship, as defined and created by Ga. Laws 1976, pp. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors, and assigns of the survivor, the following described property, to-wit:

ALL that tract or parcel of land, with improvements thereon, situated in the 1112th Georgia Militia District of Hart County, Georgia, containing 3.00 acres, more or less, being designated as TRACT T-2 of TAHOE SUBDIVISION; and being bounded now or formerly substantially as follows: North by property of Heaton; East and Southeast by Tract T-3; South by the right of way of Tahoe Drive (County Paved Road 463); and West by Tract T-1; and being more particularly shown and delineated on a plat of a survey prepared for Charles Y. Davis and Judy T. Davis by Bauknight & Associates, Registered Land Surveyors, dated February 22, 1994, recorded in Plat Book 29, Page 359, in the Office of the Clerk of the Superior Court of Hart County, Georgia.

It is understood and agreed that only one dwelling will be constructed on the above described property, and that said dwelling shall have at least 1200 square feet of heated floor space; no old houses, or any part thereof, shall be moved in; said tract of land will not be subdivided; no concrete block houses or mobile homes of any description shall be placed on said property; no tents or campers shall be placed on said property for longer than two weeks in any one year; no temporary shacks, shanties or outdoor toilets are to be constructed or placed on said property; this property will be used for residential purposes only.

restrictions

The above property is the same as that described in a Warranty Deed from Dorothy M. Poll and Stanley C. Poll to Charles Y. Davis and Judy T. Davis dated March 10, 1994, recorded in Deed Book 256, Page 567, Hart County, Georgia Records; and by reference, said plat and said deed are specifically incorporated herein and made a part of this description and conveyance.

TO HAVE AND TO HOLD said 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 Grantees, as joint tenants with right of survivorship as defined above, the heirs, executors, and assigns of the survivor, forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the rights and title to the above described property unto the said Grantees against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

Mary S. Denning
Unofficial Witness

Charles Y. Davis (SEAL)
Charles Y. Davis

Judy T. Davis (SEAL)
Judy T. Davis

Eugene W. Harper, Jr.
Notary Public, Hart County,
State of Georgia

My Commission Expires: 7-25-97
Date Notary Public: 10-27-95
(NOTARY SEAL)

RECORDED
BOOK 276 PAGE 352
DATE OCT 30, 1995
W.E. "BILL" HOLLAND, III, CLERK



DEPUTY / CLERK
Warden K. Miller
OCT 30 AM 10 05
HART SUPERIOR COURT
FILED IN OFFICE