

1827 Powers Ferry Road, Building 5, Atlanta, Georgia 30339 Phone: (770) 980-9565 Fax: (770) 980-9383 Email : info@amcbid.com AUCTION REAL ESTATE SALES AGREEMENT (LAGRANGE AUCTION PSA)

DATE: February 13, 2025

As a result of the efforts of AUCTION MANAGEMENT CORPORATION, hereinafter referred to as "Auctioneer", the undersigned

Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in Troupe County, Georgia, being more particularly described as **819 New Franklin Road, Lagrange, Georgia 30241 being Tax Parcel #0611A001001, and 821 New Franklin Road, Lagrange, Georgia 30241 being Tax Parcel #0624D000054**, together with any systems or fixtures as may be attached thereto, all improvements thereon and appurtenances thereto, hereinafter referred to as the "Property", (x) [checked if applicable] which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

The Purchase Price of the Property is \$_____

(\$_____) Dollars, to be paid by wire transfer to Seller, in full, at closing.

\$

The Purchase Price is the sum of the bid amount of

plus a premium of ten (10%) percent of the bid amount or $_$

Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing.

Purchaser shall pay to The Graham Law Firm, attn Heather Graham, , (hereinafter "Holder") within 24 hours of (10% of the Purchase Price), as earnest money, which completion of auction the sum of \$ earnest money is to be promptly deposited into Holder's escrow account, non-interest bearing account at an FDIC-approved bank, and is to be applied as part payment of the purchase price at time of closing. Any earnest money paid by other than cash or certified funds will not be refunded, if applicable, until such time as the deposited funds have fully cleared payor bank. The parties hereto understand and acknowledge that disbursement of earnest money held by Holder may occur only as follows: (a) at closing; (b) upon written agreement signed by all parties having an interest in said funds; (c) upon court order; (d) upon failure of the parties to enter into a binding agreement; or (e) the failure of a contingency; (f) upon failure of either party to fulfill the obligations thereof contained in this contract. In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall offer to disburse the earnest money to Seller by check in the event Holder:

(1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Purchaser's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Purchaser and Seller. If Seller accepts the offer and Holder issues a check to Seller which is deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Purchaser and the Auctioneer and/or Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of \$600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Holder. In such event, Holder, after giving Purchaser and Seller the required ten (10) day notice of the proposed disbursement, shall disburse the earnest money to Purchaser.

Interpleader: If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.

Hold Harmless: All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.



Seller states that Seller presently has title to said Property, and at the time the sale is consummated agrees to convey insurable title to said Property to Purchaser by Special Warranty Deed, subject only to (1) all title matters of record as of the date of closing, including rights, reservations, covenants, conditions and restrictions presently of record and general to the area; and reserved oil and/or mining rights, (2) matters affecting title that would be disclosed by an accurate survey of the property, and (3) all taxes not yet due and payable. In the event there are leases on the property, Purchaser agrees to assume Seller's responsibility thereunder to the tenant(s) and broker(s) who negotiated such leases. Prior to the execution of this Agreement, Seller has delivered or made available to Purchaser for Purchaser's review a commitment for title insurance (the "Title Commitment") for an Owner's policy of Title Insurance issued by Old Republic National Title Insurance Company, (the "Title Company") dated December 25, 2024, which is also incorporated as Exhibit A. The parties agree that the Title Insurance company shall issue a standard form Owner's policy (unless Purchaser pays the added premium for extended coverage) consistent with the Title Commitment, naming Purchaser as the insured and updating the effective date of the Title Commitment, with no exclusions other than the Schedule B Exceptions and Special Exceptions therein. Seller shall not be obligated to cure or satisfy any new requirements and exceptions contained on the updated title commitment. If title cannot be conveyed in accordance with the Title Commitment prior to the Closing Date, then as Purchaser's sole and exclusive remedy the earnest money shall, unless Purchaser elects to waive such defects or encumbrances, be refunded to the Purchaser, less any unpaid costs described in this Agreement, and this Agreement shall be terminated. Purchaser shall have no right to specific performance or damages as a result of Seller's inability to provide insurable title.

PURCHASER, BY ITS EXECUTION HEREOF, ACKNOWLEDGES THAT (i) SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREON, (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (E) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (F) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, , (G) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH. OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND OTHER APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER, INCLUDING, WITHOUT LIMITATION, SOLID WASTE AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261. PURCHASER FURTHER ACKNOWLEDGES AND AGREES AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND THAT THE CONVEYANCE AND DELIVERY OF THE PROPERTY CONTEMPLATED BY THIS AGREEMENT IS "AS IS" AND "WHERE IS" WITH ALL FAULTS; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM OR COURSE OF DEALING WITH PURCHASER. PURCHASER REPRESENTS THAT PURCHASER HAS MADE (OR DOES HEREBY WAIVE): (i) INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY PURCHASER, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES AND/OR OTHER TOXIC OR POTENTIALLY TOXIC SUBSTANCES; AND/OR (ii) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY. PURCHASER'S INSPECTION OF THE PROPERTY (OR WAIVER THEREOF) SHALL RELIEVE SELLER OF ANY LIABILITY TO PURCHASER AS A RESULT OF ANY ENVIRONMENTAL HAZARD ON OR TO THE PROPERTY AND PURCHASER SHALL ACCEPT ALL LIABILITY THEREFORE AS BETWEEN PURCHASER AND SELLER, AND SHALL INDEMNIFY AND HOLD HARMLESS SELLER FROM AND AGAINST ANY CLAIMS, LIABILITIES, DEMANDS OR ACTIONS INCIDENT TO, RESULTING FROM OR IN ANY WAY ARISING OUT OF SUCH DISCOVERY. SUCH INDEMNITY SHALL SURVIVE ANY TERMINATION OF THE AGREEMENT AND SHALL SURVIVE CLOSING AND NOT BE MERGED THEREIN.

Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated. Seller states that when the sale is consummated the improvements on the



Property will be in the same condition as on the date hereof, normal wear and tear excepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then both Purchaser and Seller retain the right to cancel or negotiate the contract. Unless specifically represented on Exhibit B, no warranties, treatments, nor repairs are to be made by the Seller.

Real estate taxes and assessments on the Property shall be prorated as of the date of closing. Sale shall be closed at the offices of The Graham Law Firm, attn Heather Graham, heather@tglawfirm.com, 200 Church St, LaGrange, GA 30240, (706) 884-2727. Seller shall pay auctioneer commission and deed preparation. Purchaser shall pay all other closing costs including designated attorney closing fees, title search and/or policy fees, escrow fees charged by Holder, recording fees, transfer tax and all of Purchaser's attorney fees (should Purchaser choose representation). Unless specified otherwise in Exhibit B, sale shall be closed on or before 30 days from date hereof. Auctioneer is acting as agent for the Seller, not as Purchaser's agent. Time is of the essence.

Should Seller fail to perform or otherwise be in default hereunder for any reason other than a title defect or objection, Seller shall pay the full commission to Auctioneer immediately, the earnest money shall be refunded to Purchaser, and Purchaser shall be entitled to all remedies available in law and equity, including, without limitation, specific performance. Should Purchaser fail to perform or otherwise be in default hereunder, the earnest money shall be retained by Seller and Auctioneer as full liquidated damages. Purchaser specifically agrees that, at Auctioneer's sole option and discretion, any unresolved claim arising out of or relating to this contract, or the breach thereof, may be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Purchaser and Auctioneer shall each pick an arbitrator. The two chosen arbitrators shall choose a third arbitrator. The decision of this panel of arbitrators shall be final and may be enforced by any court having jurisdiction thereof. This panel of arbitrators shall assess the cost and payment of the arbitration.

Possession of the premises shall be granted by Seller to Purchaser no later than date of closing, subject to any leases.

() Special stipulations continued on Exhibit B, attached hereto and made a part hereof. (This provision is not applicable if not checked and Exhibit B not attached.)

This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto. The invalidity or unenforceability of any provision of this contract shall not affect the validity or enforceability of any other provision set forth herein.

			Seller:		DATE
					DATE
	Purchaser(s)	DATE	By:		
	Address		Its:		
	r kuli čisi		160.		
	Address		Cooperating Broker		
				gent of (check one) () Purchas bound by the terms of the Auction Auction Materials dated	as set forth in the
Phone # (daytime)		(evening)			
Email:					

EXHIBIT A LEGAL DESCRIPTION 18 Pages

ALTA COMMITMENT FOR TITLE INSURANCE



Issued by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

The Graham Law Firm

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

Monroe Autor Julie

President

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions.

By

Attest

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements; and
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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- 5. LIMITATIONS OF LIABILITY
 - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I---Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

200 Church Street, LaGrange, GA 30240

The Graham Law Firm

Issuing Agent: Issuing Office: Issuing Office's ALTA® Registry ID: Loan ID No.: Commitment No.: Issuing Office File No.: Property Address:

LWR PROP TTL ONLY LWR PROP TTL ONLY 819 & 821 New Franklin Road, LaGrange, GA 30241

SCHEDULE A COMMITMENT

- 1. Commitment Date: December 25, 2024 at 05:00 PM
- 2. Policy to be issued:
 - a. ALTA Own. Policy (10/17/92) Proposed Insured: TBD Proposed Amount of Insurance: The estate or interest to be insured: Fee Simple
 - b. ALTA Loan Policy (10/17/92) Proposed Insured: Proposed Amount of Insurance: The estate or interest to be insured: Fee Simple
- 3. The estate or interest in the Land at the Commitment Date is: Fee Simple
- The Title is, at the Commitment Date, vested in: LWR Properties of Georgia, LLC and, as disclosed in the Public Records, has been since October 14, 2021.
- 5. The Land is described as follows: SEE EXHIBIT A ATTACHED HERETO

THE GRAHAM LAW FIRM

The Graham Law Firm

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

President By Monroe P Douis Tolds Attest

SCHEDULE B I COMMITMENT

Commitment No.: LWR PROP TTL ONLY

File No.: LWR PROP TTL ONLY

REQUIREMENTS

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Security Deed to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. from LWR Properties of Georgia, LLC to TBD
 - b. Security Deed from TBD to TBD, securing the principal amount of \$
- 5. Payment, cancellation, satisfaction, or release from the following:
 - a. Mortgage from LWR Properties of Georgia, LLC to South State Bank, National Association dated October 6, 2021, recorded October 14, 2021, securing the amount of \$300,000.00.
 - b. Mortgage from LWR Properties of Georgia, LLC to South State Bank, National Association dated October 6, 2021, recorded October 14, 2021, securing the amount of \$300,000.00.
- Payment of all taxes, charges, fees and/or assessments levied and assessed against the Land, which are due and payable.
 FOR INFORMATION PURPOSES ONLY:
 - a) Parcel ID No. 062-4D-000-54
 - b) State and County Taxes paid in the sum of \$7,234.98.
 - c) City Taxes paid in the sum of \$_____.
- 7. The Company must be furnished satisfactory proof in affidavit form as to who is in possession of the Land and under what claim. Upon receipt of such proof, Item 3 of Schedule B-II herein will be deleted or amended in accordance with the facts revealed thereby.
- 8. The Company must be furnished satisfactory proof in affidavit form that either (a) no improvements, alterations or repairs were made on the property within 95 days prior to the date of the making of the affidavit; or (b) all such improvements, alterations or repairs have been completed and that the agreed price or reasonable value of the labor, services or materials has been paid or waived in writing by all persons or entities who provided such labor, services or materials. Upon receipt of this proof, Item 4 of Schedule B-II herein will be deleted or amended in accordance with the facts revealed thereby.
- 9. If an entity is a party to the transaction, such entity must execute all documents pursuant to proper authority. The Company must be furnished with:
 - a) Proof of good standing in the state of formation;
 - b) Operating/Formation documents and all amendments thereto; and
 - c) Authorization documentation, including, but not limited to, proper entity resolutions, as applicable.

The Company reserves the right to make additional requirements or exceptions after review of said documents.

SCHEDULE B I

(Continued)

Commitment No.: LWR PROP TTL ONLY

j. 2024 taxes in the amount of \$4,444.41 are paid. Taxes are due annually on November 15. (819 New Franklin Road)

2024 taxes in the amount of \$2,790.57 are paid. Taxes are due annually on November 15. (821 New Franklin Road)

k. NOTE: For informational purposes, the following 24 month Chain of Title is disclosed.

Limited Warranty Deed from Blanche Jeanette Richardson to LWR Properties of Georgia, LLC, dated October 6, 2021, recorded at Deed Book 2129, Page 272, Troup County Deed Records.

SCHEDULE B II COMMITMENT

File No.: LWR PROP TTL ONLY

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

 Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I----Requirements are met.

This Exception shall be deleted from the Final Policy.

- 2. (a) FOR LOAN POLICY ONLY: Taxes for the year 2025 and subsequent years, not yet due and payable.
 - (b) FOR OWNER'S POLICY ONLY: Taxes for the year 2025 and subsequent years, not yet due and payable, and any additional taxes, interest and/or penalties for the current year or any prior years which may be assessed or billed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, reversal of exemption, appeal or other amendment to the tax records of the city or county in which the Land is located, including, but not limited to, adjustment of exemptions and/or assessments due to change of ownership.
- 3. Rights and claims of parties in possession.
- 4. Liens or rights to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
- 5. Any fact, including, but not limited to, encroachments, overlaps, shortage in area, boundary line disputes, or other matters which would be disclosed by a comprehensive and accurate survey of the Land.
- Easements or claims of easements not shown by the Public Records. including, but not limited to, any easements, rights-of-ways, encroachments, underground easements or uses, or other property rights obtained through unrecorded grant or use.
- 7. Covenants, conditions, restrictions, easements and/or servitudes appearing in the Public Records.
- 8. Any unpaid water bills, sewer, solid waste, sanitation bills and all other sums outstanding and owed to a government or governmental authority where no notice thereof appears in the Public Records, whether or not a lien is created.
- 9. Rights of other landowners to the uninterrupted use of any river, creek or stream crossing the Land, or any pond or lake located on the Land, and any adverse claim to any portion of the Land created or lost by accretion, reliction or avulsion.
- 10. Any lease, grant, conveyance, exception or reservation of minerals or mineral rights appearing in the Public Records. Nothing herein shall insure against loss or damage resulting from subsidence.

NOTE: Upon documentation satisfactory to the Company, including, but not limited to, an Owner's Affidavit given at closing, Items 3, 4, 5, 8 hereinabove shall be deleted from the Final Loan Policy.

NOTE: Upon documentation satisfactory to the Company, including, but not limited to, an Owner's Affidavit given at closing, Items 3, 4, 8 hereinabove shall be deleted from the Final Owner's Policy.

EXHIBIT A LEGAL DESCRIPTION 181818 SCHEDULE B II (Continued)

File No.: LWR PROP TTL ONLY

- I. Plat recorded in Plat Book 43, Page 49 Troup County, Georgia Deed Records reveals the following:
 - (a) Portion of subject property located within limits of flood hazard area;
 - (b) No representations are made as to matter of survey as to triangular shaped piece of property.
- m. General Permit recorded in Deed Book 87, Page 148 Troup County, Georgia Deed Records; as purportedly released by instrument recorded in Deed Book 246, Page 328, aforesaid records.
- n. Easement recorded in Deed Book 87, Page 148 Troup County, Georgia Deed Records.
- o. Agreement recorded in Deed Book 515, Page 421 Troup County, Georgia Deed Records.
- p. Riparian rights of any owners upstream or downstream from centerline of Dixie Creek which is West property line.
- q. Plat recorded in Deed Book 515, Page 425 Troup County, Georgia Deed Records reveals the following:
 - (a) Proposed 15' sanitary sewage easement-7.5' each side centerline;
 - (b) Centerline of Dixie Creek is West property line.

EXHIBIT A

Commitment No.: LWR PROP TTL ONLY

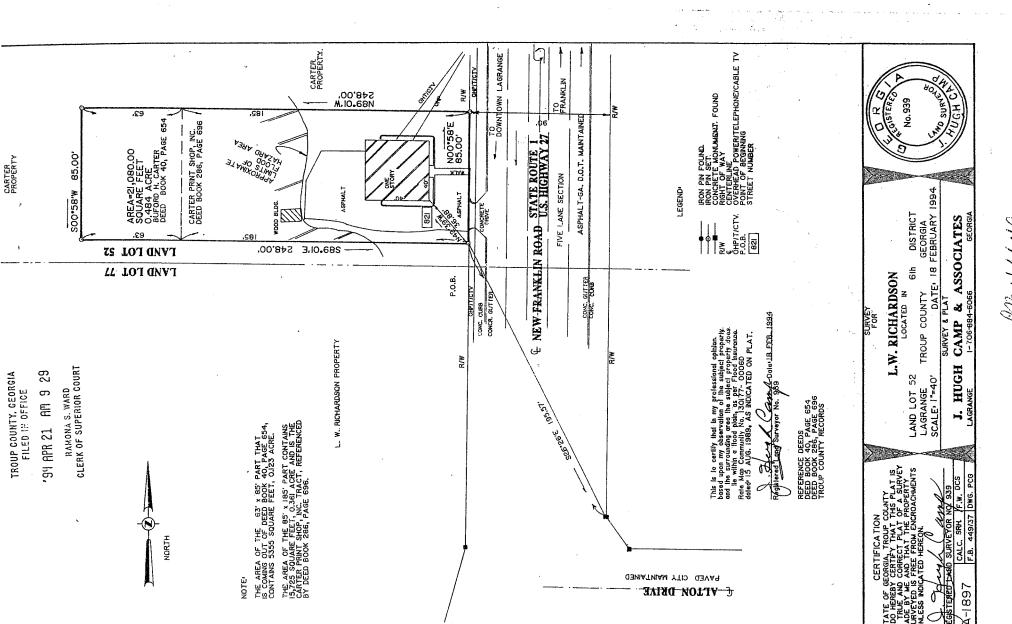
TRACTI

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of LaGrange, Troup County, Georgia more particularly described as follows: Beginning at the point where the Northern margin of Dixie Creek intersects the western right of way of U.S. 27 North, also known as the New Franklin Road, running thence in a Northerly direction along the western right of way of U.S. 27 a distance of 189 feet more or less to the line of the property owned by Richardson; thence in a Westerly direction along the South margin of the Richardson property intersects Dixie Creek; thence in a generally southeast direction along the Northern bank of Dixie Creek to the point of beginning. Said property bounded as follows: on the North by property of Richardson, on the East by U.S. 27 North, also known as New Franklin Road, and on the South and West by Dixie Creek. Said tract being roughly triangular in shape.

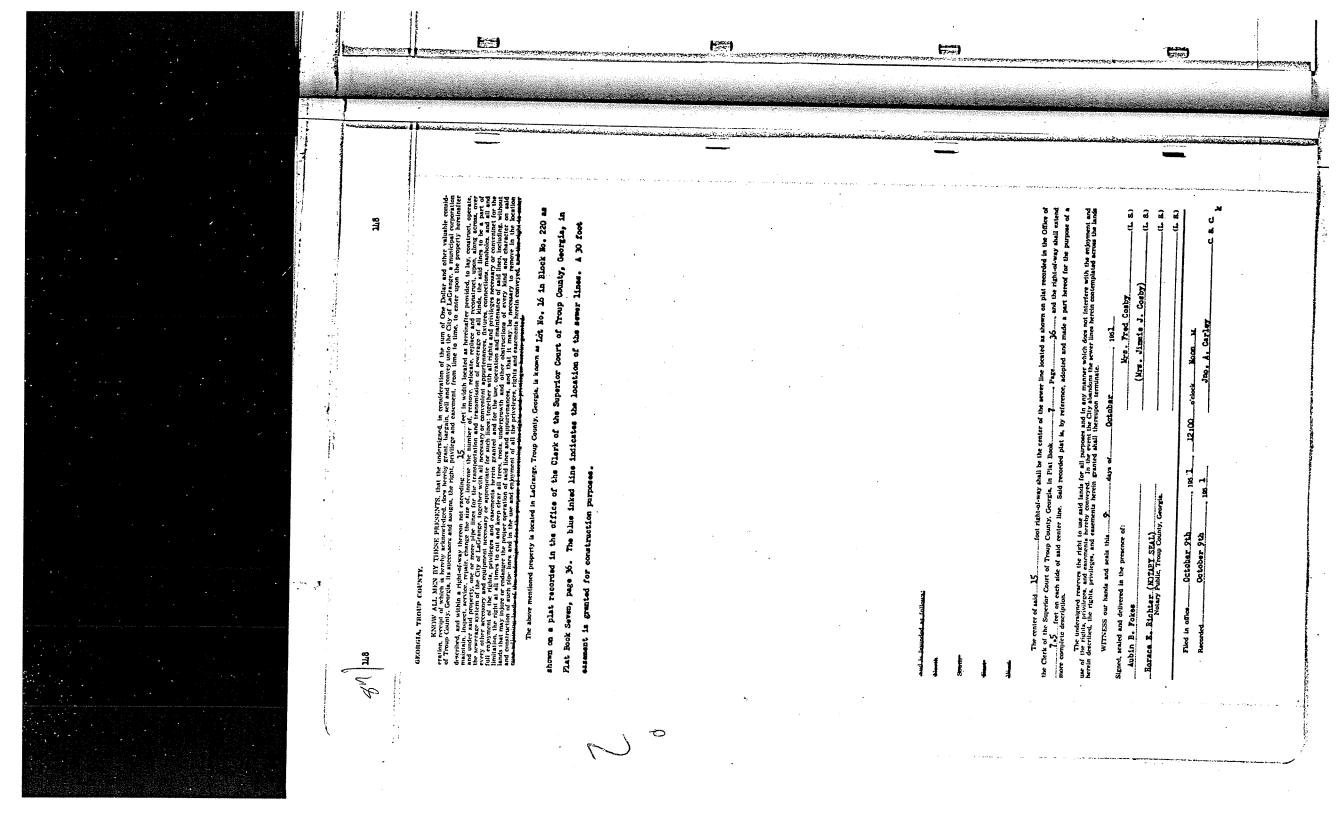
TRACTII

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 52 of the 6th Land District, Troup County, Georgia records, being 0.484 acres as shown on a plat of survey prepared by J. Hugh Camp & Associates, Registered Land Surveyor No. 939, dated February 18, 1994, recorded in Plat Book 43, Page 49, Troup County, Georgia records, and entitled "Survey for L. W. Richardson," which plat of survey is incorporated herein and made a part hereof for the purpose of a more complete and accurate description.

This deneetly N sech peoplet



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KNOW ALL MEN BY THESE PRESENTS.

and by these presents desires to release certain recorded a New York Telegraph in easements in their entirety to the original Grantors, their heirs and facilities and Telegraph Company, corporation, successor in interest to American Telephone communications American Telephone and certain enumerated. Georgia has abandoned assigns as hereinafter Whereas, Troup County, Company of

Telephone It being 10 American Telephone and Telegraph Company of Georgia hereby releases and the original Grantors, hereinafter named, their heirs and interest release of these American Troup County, Georgia. r i successor Now therefore, for a valuable consideration, total corporation, ರ understood that this instrument constitutes relinquishes the following easements in a New York Company , and Telegraph ç easements assigns. Recording Information 536 533 533 583 171 170 584 532 536 535 582 123 587 537 54 Page Page Page Page Page Page Page Page Page Fage Page Разе РаСс Book 47, Page Page Book 47, 47, 49, 47, **4**9**,** 49, 47, 47, 47, 47, 47, 47, Book 49, Book 47, Book Date of Instrument 4/26/40 5/25/40 6/29/40 6/29/40 4/4/40 4/5/40 4/4/40 4/4/40 4/4/40 4/5/40 4/4/40 4/4/40 4/2/40 4/4/40 4/5/40 Mrs. J. C. Hogg, Guardian ч Г Callaway Crosby Callaway Mills, Inc. Ida Cason Callaway Callaway Grantors S. Payne Earl M. Jackson Ŀ. & H. W. Layton M. D. Harris R. B. Crosby Mrs. Jennie Johns R. M. Auery Pike Estate Erin Loyd Fuller E. Mrs. Iva Original . ເບ Е-R. म. ₽. ы.

BOOK 246 MACE 7298

101 ormat 536 583 426 427 483 425 535 511 424 424 427 427 Page Page Page Page Page Page Раде Page Page Page Page Page 47, Recording 54, 54, 54, Book 54, 54, 54, 54, 54, Book 47, 54, Book 47 Book Book Book Book Book Book Book Book Book 10/28/43 8/12/43 9/16/43 9/16/43 3/13/43 9/2/43 10/5/43 4/5/40 9/2/43 4/4/40 4/5/40 6/6/43 of Date & Victoria Whitfield Milton Sturdivant Julius C. McGhee Jerry Whitfield Pressley J. F. Michael Jordan Taylor Harris Eldoro Pless Jack Darden J. R. Hines <u>Original</u> Frank ц. × . Е-Ъ म्प ા × щ

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of IN WITNESS WHEREOF, American Telephone and Telegraph Company day pursuant to authority granted by its Board of Directors, has caused 13 K this General Manager executed by its , 1970. þe \$ presents these

Signed, sealed and delivered as to "Company" in the presence of:

Public Georgia, State at Large on Expires May 9, 1972 Notary P Notary Public, G

The local June 10, 40, 70 June 10, 70 Lizabeth W. Traylor

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Ву

TELEPHONE AND TELEGRAPH COMPANY

AMERICAN

EASEMENT AGREEMENT

Georgia, 0 f individually day Troup RICHARDSON'S FLOOR COVERING COMPANY. "Richardson" of Troup County, on the οf RICHARDSON, "city", CITY OF LAGRANGE, a Municipal Corporation entered into ທ ທ t t LARRY W. referred THIS AGREEMENT made and and between Georgia, hereinafter to as as referred doing business 1988 by hereinafter the County, and and

THAT, WITNESSETH:

does hereby give, the sum of One Dollar and sufficiency further о Ю terms and conditions agreements in in hand paid by City to Richardson and acknowledged, Richardson receipt and in consideration of the consideration of the mutual covenants and following: city, upon the the forth, forth the hereinafter set convey to hereby hereinafter set FOL is. grant and parties (\$1.00) whereof

conditions of this Easement Agreement, in. parties hereto are dated May 6 th copy of which is recorded in Plat οţ recorded is by this reference incorporated s 0 easement entitled "Survey the Records as Blair, Rogers and Richardson To Indicate plat as estate 0 t Georgia o f and property Sewer . 1. and owned by Richardson in Land Lot 77 hereinafter described, limited in and to certain real /62 of the Deed survey Troup County, Georgia and which Proposed Sanitary The permanent right, privilege Land District of Troup County, of the upon by the o f survey a part hereof. Easements," which plat of LaGrange 0 U , Page plat and Existing and Ø delineated shown on a The terms and made 2, 1988, city 5 Book for as

as 515 PAGE 421 agreed are which ц О all

follows:

BOON

as a forement ioned + н О 515 he422 feet plat 0 feet on each side Station fifteen (15) such granted (the uo t t BOOK the easement is shown extending uo Easement herein width of one-half (7 1/2) easement as shown 48 and ۵ have + The permanent Station 0 shall Permanent seven and for such Easement") at The beginning survey. centerline which shall be Ч "Permanent 0f മ Line plat 78

granted lines ΟĘ οf all οf convenient kinds contractors, Property the purpose and system ло easement for inspecting, any all sewer line appropriate sewerage and to enter upon the ы о Ю and for permanent sewage of LaGrange, together with all necessary manholes agents, employees area described maintaining, sanitary a part of the or transportation and transmission of connections and the necessary đ Within the limits of and privilege and repairing operating, easement same to be accessories or equipment officers, appurtenances, fixtures, the same. constructing, right replacing line), the its Richardson within connection to the the city, 5. have servicing, (the new City laying, hereby, the shall other the

granted the and every kind may interfere with thereto rights, all which easement keep clear the the appurtenances obstructions of O of permanent obstructions and enjoyment ог cut and endanger easements granted hereby. such Within the limits of the the right to other and remove any which may injure or use operation of said lines and the undergrowth have interfere with right to shall shall have the privileges and character roots, hereby, City οr trees, impede proper and

Will (24) line such lines twenty-four sanitary sewer agrees that than installation of the not less Cit_Y 0 f easement, cover minimum ground In the permanent 4. within the Ø inches. have

temporary store equipment, construction purposes only (the "Temporary đ City such other purposes t t enabling City to Richardson does further grant and for of purpose soil the excavation Easement") for for г. С easement deposit

may

City

as

. and in sanitary È. the Individually (SEAL) Q line the be completion Richardson the shall the The except thirty any the agreement t t interfere with hereto have caused and PAGE 223 о Г u 0 sewer Floor hereby t t structures for granted hereby. temporary easement for the and Þ side width of amended affixed easement his parties inure Lore area Upon о Ю Richárdson, Indiv b/a Richardson's ng Company terminate С) Т С Ц sanitary entire nor area. permanent easement granted each personal construction easement shall such ы that neither he hereunto Ř an additional permanent BOOK permanent feet. not uo easement the be altered the Notery Fublic, Georgia Strie at Lago ny Conanission Lopine, Eds. 20, 1832 feet and of same effect đo IN WITNESS WHEREOF, the parties easement binding upon the heirs, agreement constitutes forty-five (45) construction of the permanent assigns cease which to be and d/b/a Covering Larry Ri and d/b/ Ŀ the (12) across the permanent the any during оч < easement, the 0' and shall not and fifteen 0Ę seals shall have shall cause permanent force written agrees successors and 12 1 appropriate total parties with \sim delivered only and assigns will further to use be being Richardson of the above Notarized: the parties and the consistent installation and the names construction purposes the construction easement shall the permanent easement, .. This within easement right and ou first Witness SUN V use þe λq ч representatives, respective presence 1 οr which have and necessary signed and CLER CP Date Actually successors or npon the 7. year . 9 purposes lines ъ О thereafter Unofficial feet enjoyment temporary permanent reserves erected between writing and benefit the Signed, in thể within Notary sewer their (30) Ù deem all day οf

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