



# AUCTION MANAGEMENT CORPORATION

A Premier Auction & Appraisal Company

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** (AUCTION PSA Lawrenceville 2150)

**DATE: February 27, 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 Gwinnett County, Georgia, being more particularly described as 2150 Plantation Road, Lawrenceville, GA 30044, 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 Weissman Law, (hereinafter "Holder") within 24 hours of completion of auction the sum of \$ \_\_\_\_\_ ( 10% of the Purchase Price), as earnest money, which earnest money is to be promptly deposited into Holder's escrow account, in the form of a wire transfer into Weissman's Residential Trust Account, a 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, if there is a lender for the Buyer for the closing and the Firm represents the lender, 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. Said notice shall be sent to the Buyer and the Seller utilizing the email address listed in this Agreement. The email will be deemed delivered when sent and the notice shall give each party 10 days to respond. 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. Additionally, the Buyer and Seller hereby acknowledge and understand that if there is not a lender for the Buyer and instead either party is represented by Holder, Holder cannot make any reasonable interpretation of this Agreement for purposes of distributing the earnest money. Therefore, any earnest money dispute, that cannot be reconciled by the parties by signed written agreement, will require Holder to interplead the earnest money into a court of competent jurisdiction for the court to determine how the same should be disbursed. 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 Limited 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 TITLE RESOURCES GUARANTY CO., (the "Title Company") dated January 28, 2025, 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. In addition, Purchaser shall be responsible for paying past due 2024 property taxes in the amount of \$3,810.56 and penalties at closing, and any past due utilities fees and assessments which constitute, or may ripen into, a lien against Property. Sale shall be closed at the offices of Olufunke Kosoko with Weissman Law, 3400 Chapel Hill Rd Suite 326, Douglasville, GA 30135-1739, phone 404-926-4607, email olufunkek@weissman.law. 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.

\_\_\_\_\_ DATE

Purchaser(s) \_\_\_\_\_ DATE

\_\_\_\_\_ Address

\_\_\_\_\_ Address

\_\_\_\_\_ Phone # (daytime) \_\_\_\_\_ (evening)

Email: \_\_\_\_\_

Seller: \_\_\_\_\_ DATE

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_ Cooperating Broker

Cooperating Broker is working as agent of (check one) (\_\_\_\_\_) Purchaser (\_\_\_\_\_) Seller  
 Cooperating Broker agrees to be bound by the terms of the Auction as set forth in the  
 Auction announcements and the Auction Materials dated February 27, 2025.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
Issued by  
**TITLE RESOURCES GUARANTY CO.**

**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 EXTRACTIONAL 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 **TITLE RESOURCES GUARANTY CO.**, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**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.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Co.. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

**American Land Title Association Commitment for Title Insurance 2021 v. 01.00 (07-01-2021)**

W-01392-25-DO

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- 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.
  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.

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- 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.
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.
11. **ARBITRATION**  
Arbitration provision intentionally removed.

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

Issuing Agent: Weissman PC  
Issuing Office: 2991 Chapel Hill Road, Douglasville, GA 30135  
Issuing Office's ALTA® Registry ID:  
Loan ID No.:  
Commitment No.:  
Issuing Office File No.: W-01392-25-DO  
Property Address:

**SCHEDULE A**

1. Commitment Date: January 28, 2025 at 08:00 AM
2. Policy to be issued:
  - a. ( ALTA Owner's Policy (6/17/06) )  
Proposed Insured: tbd tbd  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
  - b. ALTA Loan Policy with GA Modifications (7/1/21)  
Proposed Insured: TBD  
Proposed Amount of Insurance: \$0.00  
The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is:  
  
Fee Simple
4. The Title is, at the Commitment Date, vested in:  
  
Andrews Loan Holdings, LLC, subject to interest held by Mary Frances Andrews, individually and as Trustee of the Fresh Beginning Trust; Tracie Andrews as Trustee of the Fresh Beginning Trust
5. The Land is described as follows:

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## SCHEDULE A

(Continued)

As to 2150 Plantation Road, Parcel No. R5045 110.

All that tract or parcel of land lying and being in Land Lot 45 of the 5th District, Gwinnett County, Georgia, on the Southeasterly side of Plantation Road as shown on Plat recorded in Deed Book 2578, Page 502, of the deed records of Gwinnett County, Georgia, said recorded plat being incorporated herein by reference, and being shown and delineated on plat of survey prepared for Stephen A. Sanchez by Hambrick Surveying, Inc., Georgia Registered Land Surveyors, dated May 27, 1992, and being more particularly described according to said Hambrick Survey as follows:

Beginning at an iron pin found on the Southeasterly right of way of Plantation Road (80 foot right of way), said iron pin lying 210.57 feet Southwesterly of the intersection of the Southeasterly right of way of Plantation Road with the dividing line between Land Lots 45 and 52, as measured along the Southeasterly right of way of Plantation Road; thence South 30 degrees 39 minutes 33 seconds East 557.19 feet to an iron pin found; thence South 52 degrees 29 minutes 38 seconds West 100.00 feet to an iron pin found; thence North 30 degrees 39 minutes 33 seconds West 557.19 feet to an iron pin found on the Southeasterly right of way of Plantation Road; thence along said right of way, North 52 degrees 29 minutes 38 seconds East 100.00 feet to the point of beginning.

**FOR INFORMATIONAL PURPOSES ONLY:** Said property being known as 2150 Plantation Road according to the present system of numbering property in Gwinnett County, Georgia.

Countersigned:  
Weissman PC



Authorized Countersignature

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## EXHIBIT A

The Land is described as follows:

**As to 2150 Plantation Road, Parcel No. R5045 110.**

**All that tract or parcel of land lying and being in Land Lot 45 of the 5th District, Gwinnett County, Georgia, on the Southeasterly side of Plantation Road as shown on Plat recorded in Deed Book 2578, Page 502, of the deed records of Gwinnett County, Georgia, said recorded plat being incorporated herein by reference, and being shown and delineated on plat of survey prepared for Stephen A. Sanchez by Hambrick Surveying, Inc., Georgia Registered Land Surveyors, dated May 27, 1992, and being more particularly described according to said Hambrick Survey as follows:**

**Beginning at an iron pin found on the Southeasterly right of way of Plantation Road (80 foot right of way), said iron pin lying 210.57 feet Southwesterly of the intersection of the Southeasterly right of way of Plantation Road with the dividing line between Land Lots 45 and 52, as measured along the Southeasterly right of way of Plantation Road; thence South 30 degrees 39 minutes 33 seconds East 557.19 feet to an iron pin found; thence South 52 degrees 29 minutes 38 seconds West 100.00 feet to an iron pin found; thence North 30 degrees 39 minutes 33 seconds West 557.19 feet to an iron pin found on the Southeasterly right of way of Plantation Road; thence along said right of way, North 52 degrees 29 minutes 38 seconds East 100.00 feet to the point of beginning.**

**FOR INFORMATIONAL PURPOSES ONLY: Said property being known as 2150 Plantation Road according to the present system of numbering property in Gwinnett County, Georgia.**

## SCHEDULE B, PART I - 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.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SPECIFIC DEED REQUIREMENTS ARE SET FORTH HEREINBELOW.

5. Payment of all taxes, assessments and charges levied against the Land, which are due and payable.
6. Proof satisfactory to the Company as to who is in possession of the Land, and under what right; if any party is in possession other than the seller or purchaser the Company reserves the right to add exceptions.

NOTE FOR INFORMATION ONLY:

Any notation which may be contained in this Commitment as to prior paid taxes or as to estimates of future taxes is provided solely for informational purposes, and the Company shall not be liable for the content thereof.

7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that architects, engineers, surveyors, contractors, subcontractors, laborers and materialmen are all paid.
8. If any party to the transaction is an artificial person, proof that it is legally formed and in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
9. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:
  - a. Warranty Deed from Andrews Loan Holdings, LLC to tbd tbd conveying the property as described in Schedule A of this Commitment. Said Deed must be accompanied by evidence that the grantor entity is in good standing with the Secretary of State in its state of organization/incorporation as of the date of execution of said deed; along with satisfactory evidence in documentary form that the person(s) signing said Deed is/are authorized on behalf of said entity to sign deeds conveying real property owned by said entity, and that the signature(s) of such person(s) thereon is/are sufficient to effectuate the proposed conveyance.
  - b. Security Deed from tbd tbd to encumbering property described in Schedule "A" hereof securing an original principal amount of \$TBD, to be recorded in the Gwinnett County, Georgia, records.
10. The following must be paid, satisfied and cancelled of record:

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## SCHEDULE B PART I - REQUIREMENTS

(Continued)

- a. Closing Agent is to inquire of seller to confirm that there are no open loans secured by the Land.
  - b. Gwinnett County taxes for the year 2024, delinquent in the amount of \$4,175.19 through February 24, 2025 (base amount \$3,810.56) for Parcel #R5045 110. Add penalties and interest through date of payment, and verify with Tax Commissioner's office on date of closing that no fifa has been filed and that the amount to be remitted is the full amount owed through the date on which payment will be received.
11. Payment, cancellation and satisfaction of record of the following, or satisfactory evidence that defendant named in the following action is NOT the same person as predecessor-in-title to the Land:
- Writ of Fieri Facias versus Mary Frances Andrews, individually and as Trustee of The Fresh Beginning Trust; Tracie Andrews as Trustee of The Fresh Beginning Trust, last recorded in Lien Book 6447, Page 173 of the aforesaid public records.
- OR, as an alternative, Closing Agent must obtain and retain on file a copy of an owner's title insurance policy insuring titleholder herein, which policy contains no exception to said FiFa and reveals coverage exceeding the amount of said FiFa. Additionally, said policy must have been issued by one of the title insurance companies which is a signatory to that certain Mutual Indemnification Agreement amongst various title underwriters in the State of Georgia dated 9/1/2003, as amended.
12. Execution, delivery and recording of an affidavit of survivorship given by Tonia M. Fetters, showing that affiant acceded to the interest of joint tenant Wilbert R. Andrews. in the Land upon the death of said joint tenant. A copy of the decedent's death certificate (with non-public information redacted) must be recorded as an exhibit to said affidavit; or, if the decedent's estate was probated within the State of Georgia, a copy of the Letters Testamentary or Letters of Administration entered in said probate proceeding may be attached in lieu of the death certificate.
13. Payment of all water, sewer, gas, electric, sanitation, garbage collection, and/or storm water fees and assessments which constitute, or may ripen into, a lien against captioned property.

### FOR INFORMATIONAL PURPOSES ONLY:

According to the Public Records as properly indexed, the 24-month chain of title to the Land is identified by the following conveyance(s):

by virtue of Sheriff's Deed dated 11/05/2024 by and between Mary Frances Andrews, individually and as Trustee of the Fresh Beginning Trust; Tracie Andrews as Trustee of the Fresh Beginning Trust, acting through Keybo Taylor, not individually, but in his official capacity as Sheriff of Gwinnett County, Georgia and Andrews Loan Holdings, LLC filed for record 12/16/2024, recorded in Deed Book 61582, Page 865, Gwinnett County, Georgia records.

Mary Frances Andrews and Tracie Andrews, as Trustees of Fresh Beginning Trust, dated August 7, 2014 by virtue of Quitclaim Deed from Tracie Andrews formerly known as Tracie McGuigan and Mary F. Andrews dated 01/13/2015, filed for record 02/10/2015 in Deed Book 53373, Page 818, Gwinnett County, Georgia Records.

Tracie McGuigan, Mary F. Andrews and Wilbert Andrews by virtue of Joint Tenancy with Survivorship Warranty Deed from Marc B. Linder and Jean W. Linder dated 08/17/2004, filed for record 08/17/2004 in Deed Book 39514, Page 216, Gwinnett County, Georgia Records.

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## SCHEDULE B PART I - REQUIREMENTS

(Continued)

14. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this Commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

**The “binder” provided herewith is *pro forma*, for information only, and is not valid and binding as a Title Insurance Commitment until the names of all proposed Insureds and coverage amounts have been inserted.**

**NOTE: THE POLICY(IES) TO BE ISSUED PURSUANT HERETO ARE ALTA LONG-FORM POLICIES; NO SHORT-FORM NOR ENHANCED COVERAGE POLICIES MAY BE ISSUED.**

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## SCHEDULE B, PART II - EXCEPTIONS

**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:

1. 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.

### STANDARD EXCEPTIONS

2. All taxes for the year 2024 and subsequent years, not yet due and payable.
3. Encroachments, overlaps, boundary line disputes, violations, variations in measurement, area, or content, and other adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey and/or physical inspection of the Land and not shown by the Public Records.
4. Easements or claims of easements not shown by the Public Records, roadways, streams, riparian and/or littoral rights, and the title to any filled-in lands.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes and special assessments which are not shown as existing liens by the Public Records, including without limitation retroactive and/or additional taxes and assessments, interest, and penalties which may be imposed by adjustment, reappraisal, reassessment, appeal, amendment to the tax records, reversal of exemptions, or otherwise.
8. Covenants, conditions, restrictions, easements, and/or servitudes, if any, appearing in the Public Records.
9. Any lease, grant, exception, or reservation of minerals or mineral rights; and minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under, and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. Nothing herein shall insure against loss or damage resulting from subsidence.

### SPECIAL EXCEPTIONS

IF THE LOAN POLICY ISSUED PURSUANT HERETO IS AN ALTA SHORT-FORM RESIDENTIAL LOAN POLICY, THEN STANDARD EXCEPTIONS NUMBERED 2 THROUGH 9 (INCLUSIVE) WILL BE DELETED AND REPLACED BY THE EXCEPTIONS FROM COVERAGE AND AFFIRMATIVE INSURANCES SET FORTH IN SCHEDULE B OF THE COMPANY'S SHORT-FORM RESIDENTIAL LOAN POLICY (AN EXAMPLE OF WHICH WILL BE PROVIDED TO THE PROPOSED INSURED

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## SCHEDULE B PART II - EXCEPTIONS

(Continued)

LENDER UPON REQUEST). ADDITIONALLY, IN THE LOAN POLICY TO BE ISSUED, THE COMPANY WILL INSURE AGAINST DEFECTS IN THE TITLE WHICH ARE RECORDED DURING THE PERIOD OF TIME BETWEEN THE EFFECTIVE DATE OF THIS COMMITMENT AND THE DATE OF RECORDING OF THE DOCUMENTS CREATING THE ESTATE OR INTEREST BEING INSURED, EXCEPT FOR MATTERS OF WHICH THE INSURED HAS KNOWLEDGE. ANY PROVISION IN THIS COMMITMENT WHICH IS IN CONFLICT HEREWITH IS HEREBY DEEMED DELETED.

10. Agreement, filed for record 06/22/1983 and recorded in Deed Book 2578, Page 501 of the Gwinnett County Records.

NOTE: THE FINAL LOAN POLICY, WHEN ISSUED, WILL CONTAIN THE FOLLOWING ENDORSEMENTS, PROVIDED COMPANY GUIDELINES ARE MET FOR THEIR ISSUANCE: N/A.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B

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<b>FACTS</b>	WHAT DOES TITLE RESOURCES GUARANTY CO. DO WITH YOUR PERSONAL INFORMATION?	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security no. and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY CO. chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY CO. share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes - to offer our products and services to you</b>	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes - information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes - information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a> .	

Who we are	
Who is providing this notice?	TITLE RESOURCES GUARANTY CO.
What we do	
How does TITLE RESOURCES GUARANTY CO. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does TITLE RESOURCES GUARANTY CO. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<a href="https://www.anywhere.re">https://www.anywhere.re</a>); Anywhere Integrated Services, LLC (<a href="https://www.anywhereis.re">https://www.anywhereis.re</a>); and HomeServices of America, Inc. (<a href="https://www.homeservices.com">https://www.homeservices.com</a>).</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY CO. does not share with nonaffiliates so they can market to you.</b></li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY CO. does not share with nonaffiliated financial companies for joint marketing purposes.</b></li> </ul>
Other Important Information	
For European Union Customers	Please see our Privacy Policy located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>
For our California Customers	Please see our notice about the California Consumer Protection Act located at <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>