

Return To:
Glenn Martin
7140 Freeman Road
Cumming, GA 30040-3002

000555

STATE OF ALABAMA

EXECUTRIX'S DEED

COUNTY OF MOBILE

011290

KNOW ALL MEN BY THESE PRESENTS: THAT for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable considerations paid by **GLENN MARTIN**, the receipt in full and sufficiency whereof is acknowledged, the undersigned, **Estate of CLABUS MARTIN, Deceased, Case No: 2002-0396, Probate Court of Mobile County, Alabama**, by **PEARL MARTIN**, personal representative and Executrix of said estate, does grant, bargain, sell and convey unto the said **GLENN MARTIN**, the following described real property, situated in Hall County, Georgia, viz:

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 4 day of June
20 15 at 2:53 pm. Recorded in Deed
Book 7533 Page(s) 555-557
Charles Baker, Clerk By CU

All that tract or parcel of land lying and being that portion of Lot No: 62 situate, lying and being in Tadmor Militia District of Hall County, Georgia, and described in the S. C. Moon and Fred Stringer Subdivision as shown by plat made by S. C. Moon in August 1947, which is recorded in Plat Book 7, page 51 of Hall County, Georgia, Records, and more fully described as follows:

BEGINNING at the southeast corner of said lot, which is an iron pin, running a little west of north 274 steps, more or less, to Lilly Drive and an old road; thence a westerly direction with said old road 225 steps, more or less, to the southwest line of said lot 62; thence, southeast with said line 350 steps, more or less, to the beginning corner, containing in said boundary four (4) acres, more or less.

All the above described property with the exception of the back one hundred (100) feet described immediately below, which was sold to Ben Martin on February 27, 1991.

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid \$ 35.00
Date 6/4/15
Charles Baker
Superior Court Clerk
By CU

PT61 069-2015-003413

This lot herein described as Lot No: 1 of the Fannie Martin Estate. Property line to join with Dresser Martin Estate at road and run back to Small Spring Creek and run straight along line with Small Spring Creek for one hundred (100) feet at rear and from Small Spring Creek line to road and along road for one hundred (100) feet, back to Dresser Martin Estate.

Small Spring Creek for one hundred (100) feet at rear and from Small Spring Creek line to road and along road for one hundred (100) feet, back to Desser Martin Estate.

hereinafter referred to as "the Property."

PURCHASE PRICE. The agreed upon sales price for the Property is \$85,000.00 with interest from November 20, 2018, on the unpaid principal at the rate of 8% per annum. The Seller hereby acknowledges receipt of a down payment or earnest money totaling \$20,000.00 which shall be deducted from the total purchase price indicated above. Closing costs of \$2,000.00 will be added to balance.

TERMS OF PAYMENT. Payments under this contract should be submitted to Glenn Martin or Betty Martin at 7140 Freeman Rd, Cumming, Georgia 30028.

Unpaid principal after the Due Date shown below shall accrue interest at a rate of 8% annually until paid.

The unpaid principal and accrued interest shall be payable in monthly installments of \$862.89, beginning on December 20, 2018, and continuing until November 20, 2028 (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full.

All payments on this Contract shall be applied first in payment of accrued interest, if applicable, and any remainder in payment of principal.

If any payment obligation under this Contract is not paid when due, the remaining unpaid principal balance and any accrued interest, if applicable, shall become due immediately at the option of the Seller.

LATE PAYMENT CHARGE. The Buyer promises to pay a late charge of \$20.00 for each installment that remains unpaid more than 15 day(s) after its Due Date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

NON-SUFFICIENT FUNDS. The Buyer shall be charged the maximum amount allowable under applicable law for each check that is returned to Seller for lack of sufficient funds in addition to any late payment charges allowable under this Contract.

PREPAYMENT. The Buyer reserves the right to prepay this Contract (in whole or in part) prior to the Due Date with no prepayment penalty.

ENCUMBRANCES. The Seller guarantees the Property is not currently encumbered and further agrees to take no action causing the Property to become encumbered so long as this Contract is in effect.

MAINTENANCE AND IMPROVEMENTS. Seller and Buyer agrees that any and all buildings, permanent fixtures and improvements currently on or subsequently added to the land or Property may be removed, remodeled, rebuilt etc...at buyers discretion

POSSESSION. Buyer will maintain possession of the Property upon execution of this Contract.

CONDITION OF PREMISES. The Buyer recognizes the Property is being sold as is and the Seller is under no obligation to make any improvements or repairs during the time of this Contract.

INSURANCE. Buyer agrees to maintain adequate property insurance on the Property equal to the assessed value of the Property from the date of signing this agreement. The Buyer shall immediately notify the Seller of any lapse in coverage. The Buyer is responsible for maintaining insurance on any personal property or other items the Buyer places inside or on the Property.

TAXES AND ASSESSMENTS. Buyer agrees to pay all taxes including but not limited to federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

Buyer shall pay all real estate taxes and assessments that may be levied against the Property. Buyer shall be responsible for all personal taxes or assessments that result from the Buyer's use of the Property.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 15 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default. The Seller maintains the right and authority to reclaim the Property or to foreclose on the property if the default is not cured within 15 days.

DEED. Upon receipt of all payments required under this Contract, the Seller will furnish the Buyer with a Warranty Deed wherein the Seller conveys all of their interest in the Property to the Buyer. The Seller shall be responsible for all closing costs of recording the deed.

ABSTRACT/TITLE POLICY. The Seller will provide the Buyer with an updated abstract evidencing clear title or other accepted title documents upon receipt of all payments under this Contract.

NOTICES. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ATTORNEY FEES. If any payment obligation under this Contract is not paid when due, the Buyer promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

ENTIRE CONTRACT/AMENDMENT. This Contract for Deed contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract for Deed. This Contract for Deed may be modified or amended in writing, so long as all parties obligated under this Contract sign the agreement.

SEVERABILITY. If any portion of this Contract for Deed shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract for Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Buyer agrees to indemnify, hold harmless, and defend Seller from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which Buyer may suffer or incur in connection with Buyer's possession, use or misuse of the Property, except due to Seller's negligent acts or omissions.

GOVERNING LAW. This Contract for Deed shall be construed in accordance with the laws of the State of Georgia.

WAIVER. The failure of either party to enforce any provisions of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract for Deed.

TAX EXEMPTION. Seller will be entitled to claim the property for the Federal Homestead Property Tax Exemption and any other exemption, should the property be eligible for such an exemption.

RECORDING. This Contract will be recorded by the Buyer immediately upon execution by all parties. The Seller shall be responsible for the recording fees associated with recording the Contract.

Deed Drafted By:
Glenn Martin
7140 Freeman Rd
Cumming, Georgia, 30028
770-318-9207

SELLER:

DATED: 12/18/2018

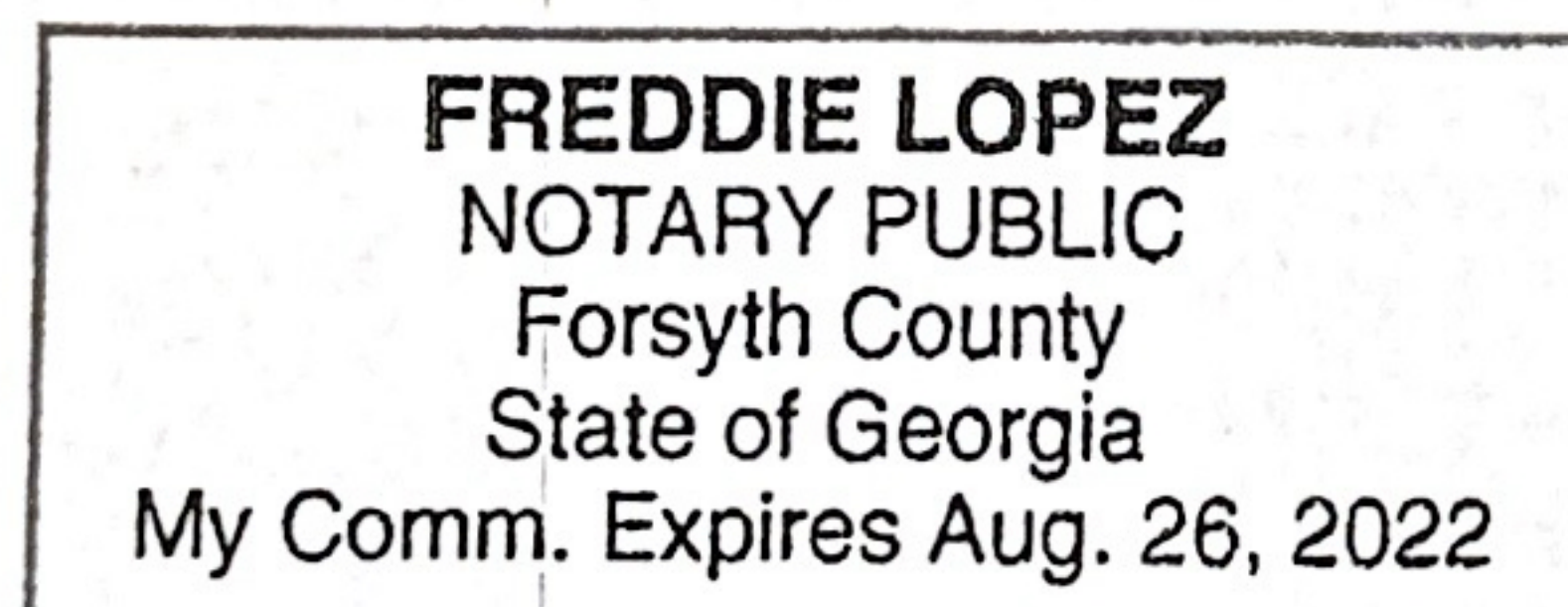
Glenn Martin

Glenn Martin
7140 Freeman Rd
Cumming, Georgia, 30028

STATE OF GEORGIA, COUNTY OF ~~HALL~~ ^{Forsyth}, ss:

On this 18 day of December, 2018, before me,
Freddie Lopez, personally appeared Glenn Martin, known to
me (or satisfactorily proven) to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the same as for the purposes
therein contained.

In witness whereof I hereunto set my
hand and official seal.



Freddie Lopez
Notary Public
Relationship Manager
Title (and Rank)

My commission expires Aug. 26, 2022

Witness Signatures:

Witness Witness

Betty Martin
Norma Ajaciel

BUYER:

DATED: 12/18/2018

DATED: _____

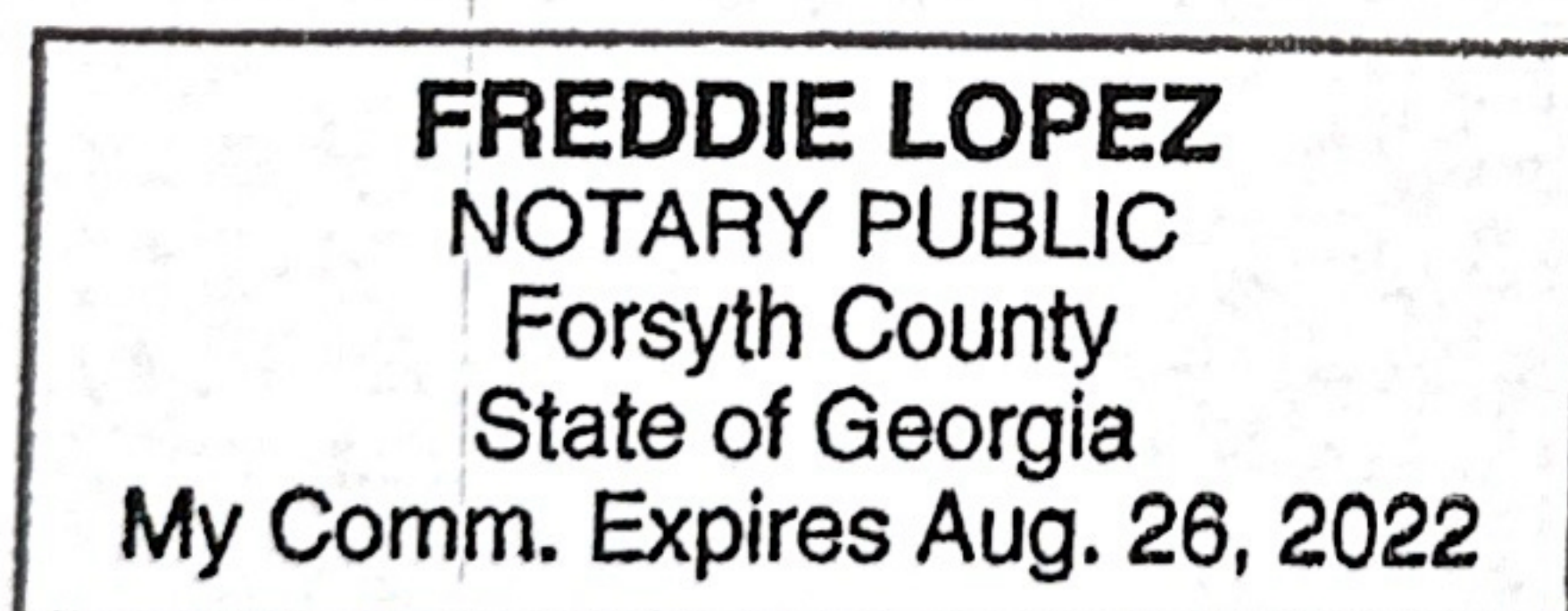
Hermelinda Sica de A _____

Hermelinda Sica de Ajanel
2109
Microwave Tower Rd
Gainesville, Georgia, 30507

STATE OF GEORGIA, ss: COUNTY OF ~~HALL~~ ^{Forsyth}, ss:

On this 18 day of December, 2018, before me,
Freddie Lopez, personally appeared Hermelinda Sica de Ajanel
and Norma Ajanel, known to me (or satisfactorily proven) to be the persons
whose names are subscribed to the within instrument and acknowledged that they
executed the same as for the purposes therein contained.

In witness whereof I hereunto set my
hand and official seal.



[Signature] Freddie Lopez
Notary Public

Relationship Manager
Title (and Rank)

My commission expires Aug. 26, 2022

Witness Signatures:

Betty Martin _____

Witness Witness

Norma Ajanel