

**J & J Title Company, LLC**  
**Title Report**

**C. Security deeds and other liens of record (requirements):**

1. Security Deed from Alean Watson and Adel Watson Tibbs to **The City of Dalton** in the amount of **\$25,297.00**, dated 3/9/1989, filed 7/26/1989 in Deed Book 2077, Page 32, Whitfield County, Georgia records. \*No release
2. Security Deed from Alean Watson and Adel Watson to The Pool Depot of Georgia in the amount of \$9,319.25, dated 6/16/2000, filed 10/5/2000 in Deed Book 3337, Page 37, Whitfield County, Georgia records.

**NOTE: Adel Tibbs and John Suttles was checked for liens.**

**D. Title issues and miscellaneous notes (objections to title):**

1. No Probate found of record for Alean Watson or Adel Watson.
2. Recommend new survey to confirm ingress/egress and metes and bounds legal description. After reviewing tax map it looks like ingress/egress is over and through neighboring parcel. Also there appears to be a piece taken out of the south eastern corner of property which is not reflected in the current legal. Please verify.
3. 2 older plats requested from examiner and will follow this report. See PB C-1307 attached for review.

**E. Restrictions, easements, etc. (exceptions):**

1. Taxes and special assessments for the year 2020 and all subsequent years, as well as the lien for any additional taxes for prior years due to reassessments or rebilling.

**NOTE: 2019 Whitfield County property taxes were paid on 12/16/2019 in the amount of \$83.16 for Parcel ID # 12-240-13-010.**

# Whitfield County Tax Parcel Information

## Owner and Parcel Information

Parcel Number 12-240-13-010  
Realkey 22376  
Property Record Card [Click Here](#)  
GIS Map [Map](#)  
Owner Name WATSON ALLENE & ADEL  
Owner Address 1126 RICHARDS ST  
Owner Address 2  
Owner Address 3  
Owner City DALTON  
Owner State GA  
Owner Zip 30721  
Latitude  
Longitude

## Property Information

Class Residential  
Strata Lot  
Tax District City of Dalton  
Neighborhood DE2  
Legal Description 1101 RICHARDS ST  
Total Acres 0.32  
Zoning See GIS Map  
GMD\Map Number 83  
Subdivision  
Subdivision Phase  
Subdivision Section 0004  
Subdivision Block  
Subdivision Lot  
Comments: ADDRESS CHANGED PER POST OFFICE

## Appeals Information

This parcel does not have any appeals

## Parcel Address

Parcel House Number 1126  
Parcel Street Extension  
Parcel Street Direction  
Parcel Street Name RICHARDS  
Parcel Street Units  
Parcel Street Type ST

## Current Fair Market Value Information

Previous 73593  
Current 73593  
Land 14750  
Residential Improvement 58843  
Commercial Improvement  
Accessory Improvement  
Conservation Use Value

## Historical Fair Market Value Information

2018 73593  
2017 73593  
2016 60937

## Exemption Information

Homestead S4-7  
Preferential Year  
Conservation Use Year  
Historical Year  
Historical Val 0  
EZ year  
EZ Val 0

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GIS Quickmap

8:30  
P. L. Pickell

STATE OF GEORGIA,  
WHITFIELD COUNTY.

**WARRANTY DEED TO SECURE DEBT**

THIS INDENTURE, made this 9th day of March, 1989, between ALEAN WATSON and ADEL WATSON TIBBS, formerly Adel Watson, each of the County of Whitfield and State of Georgia, hereafter called "Grantor", and THE CITY OF DALTON, ACTING THROUGH ITS DEPARTMENT OF COMMUNITY DEVELOPMENT, of the County of Whitfield and State of Georgia, hereafter called "Grantee":

WITNESSETH: That Grantor in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, grants and conveys unto Grantee and to the heirs, executors, administrators, successors and assigns of the Grantee, the following described property (the "Property"), to-wit:

All that tract or parcel of land lying and being in Land Lot No. 240 in the 12th District and 3rd Section of Whitfield County, Georgia, fronting 70 feet on the east end of Richards Street and running back east a like width 200 feet. Said tract consisting of parts of Lots Nos. 73 through 80 of the J. E. Cooper Subdivision, as shown by plat of record in Deed Book 9, page 48, in the Office of the Clerk of the Superior Court of Whitfield County, Georgia, together with a portion of unopened Eighth Avenue and unopened Richards Street as shown on said plat, and being the same property conveyed to Alean Watson and Adel Watson, by deed of record in Deed Book 70, page 340, Whitfield County Deed Records.

TO HAVE AND TO HOLD said Property unto the Grantee and the heirs, administrators, executors, successors and assigns of the Grantee forever, in FEE SIMPLE, together with all of the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and all fixtures now or hereafter a part of the Property, and all replacements and additions to any of the foregoing. All of the foregoing are hereinafter referred to as the Premises.

GRANTOR WARRANTS AND COVENANTS that Grantor is lawfully seized and possessed of the Premises, that Grantor has good and marketable fee simple title to the Premises and has the right to convey the Premises unto the Grantee, and that Grantor does warrant and will forever defend the Premises against the claims and demands of all persons whomsoever, and that Grantor will maintain and preserve such title so long as Grantor is indebted to Grantee under any indebtedness or obligation secured hereby.

THIS CONVEYANCE IS MADE TO SECURE A LOAN of \$25,297.00 made to said Grantor by said Grantee and is intended to operate as provided by the laws of Georgia for sale of property to secure debts and to pass the title of said Premises unto said Grantee, and to secure any renewal or renewals of said loan whether in whole or in part, and when said loan is fully paid, the deed is to be cancelled as provided by law in such cases. The debt hereby secured is described as follows:

Grantor all rights and equity that Grantor may have in said property, and vesting the same in the purchaser, and said Grantee or assigns are hereby authorized to bid and to buy at said public sale. The proceeds of said sale are to be applied first to payment of the expenses of sale, including attorney's fees, then to the principal of and interest on the indebtedness secured hereby, in such order of application as the Grantee shall determine, with the balance, if any, paid to said Grantor or as otherwise provided by law. Said Grantee and the heirs, administrators, executors, successors and assigns of the Grantee, are authorized to proceed summarily to put the purchaser in possession of said Premises, said Grantor agreeing to surrender the same without let or hindrance of any kind. Failing, however, to so surrender, it is hereby agreed that the relation of landlord and tenant shall immediately arise and attach, and Grantor hereby agrees to pay to Grantee a reasonable rental for said premises during said retention, which tenancy shall be by sufferance only and Grantee is hereby authorized, after demand for possession and refusal, to immediately proceed by eviction process to evict Grantor from said Premises by summary remedy provided for landlords as against tenants holding over. But the foregoing powers for realizing on this security are cumulative only of the remedies to which said Grantee is entitled under the laws of Georgia.

Time is of the essence of this contract.

Grantor hereby covenants that Fee Simple title to said property is vested in Grantor and that there are no liens of any nature against Grantor or said Premises, and that Grantor is in absolute possession of said Premises.

IN WITNESS WHEREOF, the Grantor, has executed, sealed and delivered this Deed to Secure Debt on the day and year first above written.

Alean Watson (L.S.)  
ALEAN WATSON

Adel Tibbs (L.S.)  
ADEL WATSON TIBBS,  
formerly Adel Watson

FILED & RECORDED 8:30  
TIME: \_\_\_\_\_  
DATE: 7-26-87  
BOOK PAGE 33-  
Betsy Nelson, C.S.C. 35  
WHITFIELD COUNTY, GA.

Signed, sealed and delivered  
in the presence of:

M. J. Lewis  
Witness

Delores J. Miller  
Notary Public

MY COMMISSION EXPIRES:  
Notary Public, Whitfield County, Georgia  
My Commission Expires Dec. 9, 1991

(NOTARIAL SEAL)

FILED & RECORDED  
TIME: 8:30  
DATE: 10-5-00  
DEED BOOK: 3337  
PAGE: 37

BETTY NELSON, C.S.C.  
WHITFIELD COUNTY, GA

8:30  
Sewell  
12/18

Instrument Prepared by Trisha Smith, Wells Fargo Financial Retail Credit, Inc., 219 8th Street, Des Moines, IA 50309 (Branch Address)

DEED TO SECURE DEBT

GEORGIA, Whitfield COUNTY.  
This indenture, made this 16th day of June, 2000, between Alean and Adel Watson 1101 Richard Street, Dalton, GA 30720, of Whitfield County, State of Georgia, hereinafter called Grantors, and The Pool Depot of Georgia 120 Int N Pkwy E #426, Atlanta GA, hereinafter called Grantee,

Witnesseth: Grantors are indebted to Grantee on account of a Retail Instalment Contract in the amount of \$ 9,319.25, payable to the order of Grantee. The first payment date on said Retail Instalment Contract is September 7, 2000, and the last payment payment date on said Retail Instalment Contract is August 7, 2015.

As security for payment of said indebtedness Grantors hereby grant, bargain, sell, and convey unto the Grantee, its successors and assigns, the following described real property in Whitfield County, Georgia, to-wit:

Fronting Seventy (70) feet on the East end of Richards Street in Land Lot 240, 12th District and 3rd Section of Whitfield County, Georgia, and running back East 200 feet a like width, being in what was known as the E. W. Richards Subdivision.

Parcel # 12-240-13-010

To Have and To Hold the same forever in fee simple.

The Grantors warrant and will forever defend the right and title of the above-described property unto the Grantee against the lawful claims of all persons whomsoever.

This instrument is a deed passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage; and is made and intended to secure the payment of the above-described indebtedness, together with any and all other indebtedness now owing or which may hereafter be owing by the Grantors to the Grantee, however incurred.

In case this debt is not paid promptly when due, Grantors authorize Grantee, its successors or assigns, at option, to sell the above-described real property at public outcry before the court house door in the above-named county, to the highest bidder for cash to pay said debt, after advertising the time, place and terms of sale in a newspaper of general circulation in said county once a week for four weeks. And Grantee, its successors or assigns, may make to the purchaser title in fee simple to the above-described real property; and Grantee or assigns are hereby authorized to bid and buy at said public sale. The proceeds of said sale are to be applied first to the payment of said debt, and the remainder, if any, paid to Grantors; Grantors agreeing to sale, said Grantors shall then be tenants holding over, and shall forthwith deliver possession to Grantee, or be summarily dispossessed according to law as tenants holding over and subject to the liabilities thereof. But the foregoing powers for realizing on this security are cumulative only.

Grantors hereby covenant that fee simple title to said real property is vested in them, and that there are no liens of any nature against them, which do not appear of record. Whenever the context so requires, plural words shall be construed in the singular.

IN WITNESS WHEREOF on this 16th day of June, 2000.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:  
William J. Wilks, Jr. (L.S.)  
Alean Watson (L.S.)  
Adel Tibbs (L.S.)

WITNESS  
Minnie R. Marsh (L.S.)  
Whitfield COUNTY, GEORGIA

NOTARY PUBLIC,  
Whitfield County, Georgia  
My Commission Expires March 12, 2002

TRANSFER AND ASSIGNMENT

GEORGIA, Cobb COUNTY.  
For value received, the undersigned hereby transfers, assigns and conveys unto Wells Fargo Financial Retail Credit, Inc., all right, title, interest, powers and options in, to and under the within security deed from Alean and Adel Watson N/K/A Adel Watson Tibbs to The Pool Depot of Georgia herein and the indebtedness secured hereby.

IN WITNESS WHEREOF on this 13th day of September, 2000.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:  
Frank Lee (L.S.)  
Frank Lee for The Pool Depot of Georgia (L.S.)

WITNESS  
James  
Whitfield COUNTY, GEORGIA

CANCELLATION

GEORGIA, \_\_\_\_\_ COUNTY.  
The debt hereby secured having been paid, this deed is hereby cancelled and fully satisfied. The Clerk of the Superior Court is authorized and directed to mark this Cancellation, which is filed under a previously recorded Power of Attorney, of record.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.  
Wells Fargo Financial Retail Credit, Inc.  
WITNESS \_\_\_\_\_ (L.S.)  
By \_\_\_\_\_ ATTORNEY IN FACT

NOTARY PUBLIC, \_\_\_\_\_ COUNTY, GEORGIA