

# **The Lehmann House**

**Athens, GA**

## **A Historic Structure Report**



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## **LEHMANN HOUSE HISTORICAL BACKGROUND**

Tanyard, otherwise known as the Lehmann House, or the ‘Hank’s House’, is the majestic Greek Revival house atop the crest of the hill above Tanyard Creek on South

Pope Street. It was built by Wilhelm Lehmann, who came from Heidleberg, Germany.<sup>1</sup> He was a professor of “almost all languages of Babel still spoken” at the University of Georgia.<sup>2</sup> According to McAlexander, in *Annals of Athens*, the September 21, 1831 *Athenian* announced that Lehmann along with another professor had accepted their new positions and he commenced teaching in January 1832.<sup>3</sup> He was given the parcel of land on South Pope Street as a partial payment for his salary.<sup>4</sup> He received the land from the University in 1832 and the house was built sometime shortly thereafter. It was originally deeded to him at \$3550 as a parcel the size of twenty acres.<sup>5</sup> The house is Greek Revival style with four, two-story Greek Doric columns, a pediment, and a doorway with sidelights and a transom window. Mr. Lehmann chose a typical urban floorplan which is referred to as a ‘two-thirds Georgian’ or ‘side hall plan’ with a hallway on the left and a room to the right, instead of on both sides, as in a full Georgian plan. The eight-room house is believed to be the first Greek Revival structure built in the ‘Classic City’.

The house is sited on the crest of the hill overlooking the creek and valley, facing east towards University hill. The house is aligned with its central axis stretching west to east. Since the botanical garden at the University of Georgia had been recently created, Tanyard might be seen as a garden temple. The location of the site is outlined by a red circle (not to scale) on the historic map below of Athens, Georgia in 1874.<sup>6</sup>

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<sup>1</sup> Phil Sanderlin, “Oldest House,” *The Athens Observer* (1982), 7.

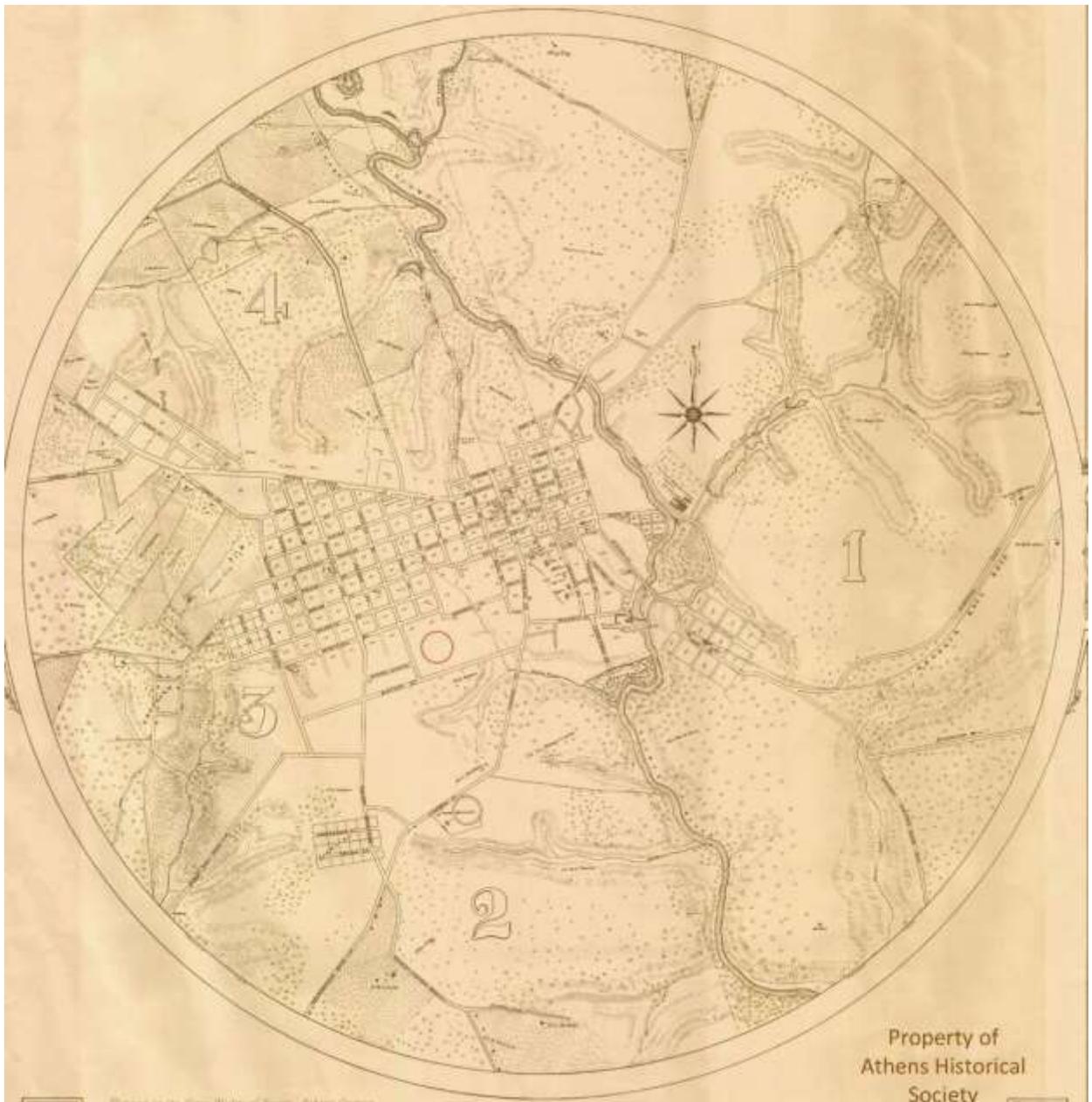
<sup>2</sup> E. Merton Coulter, *College Life in the Old South* (Athens, Ga : The University of Georgia Press, 1951), 37.

<sup>3</sup> Hubert H. McAlexander, “The Next Hill in the Milledge Purchase” in, *Annals of Athens, Georgia 18011901*, Athens, GA: The University of Georgia Press, 1906, 115.

<sup>4</sup> “Hank’s House”, *Athens Clarke Heritage Foundation*, date unknown, 1.

<sup>5</sup> “Copy of Warranty Deed”. Book S, page 199-121, Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 14 1845.

<sup>6</sup> *Map of Athens, Georgia*. 1874. “Map of Athens, Georgia 1874”, Athens Historical Society.



As noted by Mark Reinberger, in the *Athens Historian*, it is the only Greek Revival home in Athens with a pedimented temple front.<sup>78</sup> The proportions of the Doric columns are also unusually slender, at a 1:10 ratio of diameter to height, making them more akin to the attenuated columns of the Federal style. Also, the spacing between the columns is 'airy' in what Vitruvius called the 'araeostyle'. The entablature has no frieze and only two members and while the doorway is somewhat Greek in design, the windows are flush and

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<sup>7</sup> Mark Reinberger, "Greek Revival Suburban Villas in Athens, Georgia," *Athens Historian*, vol.1 (2013):

8.

have no hint to anything Greek in style.<sup>9</sup> In *Annals of Athens, Georgia 1801-1901*, Augustus Hull describes the residence as “a little bandbox of a place”.<sup>10</sup> Lehmann influenced the admittance of two Cherokee Indians into the University as students and he was dismissed from the institution for fraternizing with them. His interest and study of languages made him a friend of Ross, the Cherokee chief, and possibly also of Sequoia. When he was dismissed, Lehmann went to England and published pamphlets on the Indian language. While he was in England, a merchant from South Carolina by the name of James Bancroft took a keen interest in the property as the ideal site for a tanning factory. The property had white oaks, which contain the tannic acid that is integral to the tanning process. He tried to purchase the property directly from Lehmann and he eventually acquired. However this was with the stipulation that Lehmann could reside there until he found another residence, if he returned to the United States. Bancroft then built a house across the road until he could reside in Tanyard. The deed was signed granting Tanyard to

James Bancroft on June 14 1845.<sup>11</sup>

After several years, under the new ownership of Bancroft, Tanyard became the summer home of their family. Their permanent residence was in Charleston, South Carolina. In 1850, James Bancroft had to return to Charleston permanently upon the death of his brother, to care for the family plantation. When the Civil War broke out, the Bancroft family divided the properties in Charleston and Athens, and Bancroft’s son Edward inherited Tanyard<sup>12</sup>. James Bancroft’s children resided there during the war and the house became known as “Bancroft Hall.” After the war, Edward grew various fruits and crops on

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<sup>9</sup> Ibid, 17.

<sup>10</sup> Augustus Hull, *Annals of Athens, Georgia 1801-1901*, (Athens, GA: The University of Georgia Press, 1906), 140.

<sup>11</sup> “Copy of Warranty Deed”. Book W, page 124, Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 23 1860.

<sup>12</sup> “Hank’s House”, *Athens Clarke Heritage Foundation*, date unknown, 1.

the property, including Egyptian 'Herlong' cotton. His heirs resided there between 1910 and 1915. There was such dispute dividing the estate amongst them that it took several years before it was settled.

On June 10 1929, Mr. Oliver Land, an agricultural engineer, purchased the property with a \$2000 loan from Chatham Savings & Co.<sup>13</sup> He installed new flooring on the first story as oak. Underneath the new floor are the original wide planks of pine. Most of the floors upstairs are believed to be original. A fire had destroyed an older kitchen in 1900, and a new rear kitchen addition was built sometime after 1920. The fire had also damaged the guest bedroom, room 203. Mr. Land's wife deeded the house to their son on April 4 1980.<sup>14</sup> James and Bonnie Hanks purchased Tanyard in 1981 <sup>14</sup>and began extensive restoration and reconstruction of the historic structure. They replaced several of the ceilings, which had been updated in the 1920's in the Tudor style. They are at nine and a half feet in height, and if they were lower in the past, it was by a maximum of 6 inches. The Hanks also replaced a number of the interior walls and the guest bedroom that had burned in the 1900 fire. ("Hank's House", 3,4). The wallpaper had been a documented 1830 pattern and the color scheme was used throughout the house. They also installed the mantel for the parlor fireplace, room 105, dating from 1830. It came from the old railroad station on Carr's Hill. Mr. Hanks opened up the wall and the parlor mantel was cut out. The mantel in the den, room 104, however, is a match to it. The Hanks also added the dentil molding under the concave molding in the upstairs northeast bedroom, room 205.<sup>15</sup>

During the Hanks' ownership of Tanyard it was subsumed into a condominium complex via the First Amendment Declaration for Condominium of the Georgia

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<sup>13</sup> "Copy of Warranty Deed". Book 11, page 582-584, Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 10 1929.

<sup>14</sup> "Copy of Warranty Deed". Book 418, page 824-584, April 4 1980.

Condominium Act, on September 4 1986. This means that everything exterior to the house itself belongs to the condominium association and is managed by it.<sup>16</sup> The Hanks sold the house to the E & W Air Conditioning Company on July 14, 1987.<sup>17</sup>

The home did not return to private ownership again until the Redmans, who are the current owners of Tanyard, bought it in July of 1990 for \$10,000.<sup>18</sup> During Ms. Redman's

<sup>14</sup> "Copy of Warranty Deed". Book 422, page 874-876, December 1 1981.

<sup>15</sup> "Hank's House", *Athens Clarke Heritage Foundation*, date unknown, 4.

<sup>16</sup> "Tanyard Condominium", plat map book 478, pg 328, Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, 1958. <sup>17</sup>

"Copy of Warranty Deed". Book 759, page 179, July 14, 1987.

<sup>18</sup> "Copy of Warranty Deed". Book 1032, page 272-273 , July 16, 1990.

ownership of Tanyard, the following changes were made: In room 102, the room directly straight from entrance hall, a workman installed a plywood cover with a one inch trim, on top of an opening cut into the ceiling approximately 10" from the wall at the first window. Shelving was added to the den. The paneled walls were removed from room 105 and replastered. Also, the chandelier had to be replaced because a former tenant burned candles in the light fixtures. It was replaced with a ceiling fan. The light in the entry was installed. The front door had to be replaced because former tenants had a habit of kicking it in every time they were locked out. The stair's balustrade was replaced. The top of the columns where they meet the roof on the porch were 'boxed in' to prevent the roosting of pigeons.

The floor of the porch was replaced several times. And the front steps were also replaced. The ceiling fans in the upstairs bedrooms at the back of the house were installed. In the basement, they installed a sump-pump, but it had been damaged overtime. They replaced a joist in the northwest quadrant of the crawl-space.

## **LEHMANN HOUSE CONDITIONS ASSESSMENT**

### **Exterior**

The Lehmann House, constructed between 1832 and 1834 (varying sources provide varying dates) on a plot of land deeded to Wilhelm Lehmann by the University of Georgia, is constructed at the peak of a hill at 392 South Pope Street, between Baxter Street and Broad Street. The front elevation of the house faces east. Originally built on a foundation of brick piers, the structure itself appears to be mortise-and-tenon braced framing.

There is no sheathing beneath the clapboards, which is expected in a house of this age. Due to the addition of a basement/cellar that was dug out from beneath the front quarter of the house in the 1960s or 1970s, there is a tremendous threat of rising damp and moisture damage. The north elevation of the house has suffered the brunt of moisture damage, much of this due to a lack of any water conduction system (gutters or downspout).

The east elevation is the façade, a pediment over a two-stage entablature (architrave and cornice only) resting on four fluted, Greek Doric columns and three windows on the

second story with two windows and one door on the first. This and the southern elevation appear to be in the best condition of any in the house: the flush tongue-and-groove siding is sealed, painted white and in good condition, there does not seem to be any evidence of insect damage or moisture damage. The great majority of the windowpanes have been replaced (those in the lower sashes replaced with a full pane instead of six lights like the upper sometime in the 1970s). For a period, the upper middle window had six lights on both sashes, but the lower sash was broken in the 1990s and replaced with a single large pane. The muntins are secure around their panes although many of the windows are painted shut, and those capable of being opened are often missing one or both of their sash weights. It is unknown as to whether or not these weights are original to the house. The porch and cellar it is built over were constructed at the tail end of the Land family's possession of the property (they owned the house until 1980). The interior frame of the front door itself was replaced in the 1990s after damage done to it by tenants, although the transom and sidelights remained intact. The exterior of the frame is original with a broad Greek Revival ogee molding. The door itself was also replaced in the 1990s. Where the capitals of the columns meet the architrave in the pediment, there is an open space behind them where birds have roosted. As of the 1990s, painted plywood covers have been nailed in to protect the little shelf created there and to discourage birds from making nests.



East Elevation of the Lehmann House



Front door, crooked from a sloping interior floor

The steps of the porch have been replaced within the last two decades and in need of a coat of paint; the porch itself is in good condition. The ceiling of the porch is also in good condition, as is the vent set into the pediment.

The south elevation is exceptionally dry compared to the rest of the house, possibly because it sees sun for most of the day and is not host to any plant life or trees. It also rests on a strong positive slope, so any runoff from the roof is diverted away from the house. As with the windows on the east elevation, the second floor bays of the south side have lights two by three on the upper sash, and single large panes on the lower sash. The first floor windows have suffered some damage: the right bay's lower sash light has been broken and replaced with Plexiglass, and the left bay's lower sash has had a muntin broken and a space where two lights once were is now a single rectangular long light. The bay set into the 1920s addition that makes up the rear of the house is in good condition, but all of the

windows have been painted shut. The bricks making up the foundation of this side have cracked and been repaired in many places, either to fix something that was settling or to make room for modern technological additions, such as exhaust pipes for stoves or HVAC systems. The foundation here appears to be a combination of new and old bricks with the occasional grille/vent for ventilation from beneath the house. Some pieces of clapboards on the south elevation have been replaced with new pieces of wood, which stand out and are easily distinguished from the rest of the house. The rear addition visible from this elevation has shiplap siding. A pier beneath the joint where the addition meets the original house has been haphazardly cobbled together with caulk instead of mortar.



South elevation



South elevation, showing distinct separation of original (right) and 1920s addition (left)



South elevation, view of 1920s addition as designated by shiplap siding, and broken muntin in bay at right

The west elevation shows the second story of the original house and the first story, which includes the 1920s rebuilt addition of the original kitchen from 1900, which burned. Here the windows are all in good condition, if painted shut, with their lights intact. The rear of the house has shiplap siding in good condition, although the lack of gutter

system and drainage onto the back patio of poured concrete (which is currently cracked and growing moss) has created backsplash that hits the lower boards sheathing the house and the bricks making up about a foot of foundation. These boards and bricks are both green with moss. It is impossible to see the bricks from the inside, beneath the house, to determine how bad the moisture damage may be, but the exterior moisture damage is extensive. The poured concrete pad that serves as a patio requires similar attention, as it is cracked in many places. The shade behind the house has made it possible for this particular area to get damp and remain damp. The chimney on the second story, left over from the stove in the kitchen to which it used to be attached, is no longer connected to a hearth of any kind. There is a 1" space between it and the siding of the house and the flashing there requires replacement. The back porch screens also require repair.



At lower right: moss beginning to compromise the shiplap siding and brick foundation



West elevation



West elevation, southwest corner, almost exclusively in the shade for the better part of the day (tree at right is just touching the roof and requires trimming)



West elevation, where brick foundation meets concrete pad patio, constantly damp and mossy



West elevation, where house foundation meets concrete pad patio and bare earth (note algae growing on shiplap siding and dirty backsplash)

The north elevation, which is similarly in the shade and under an immense deal of tree coverage, suffers the most extreme moisture damage. The brick foundation is almost entirely black with backsplash, dirt and mold – no gutters and a lack of drainage mean that

the water has settled on and beneath the brick, compromising its structural integrity. Backsplash has reached high enough to hit the clapboards, some of which (the lower ones) appear to have been replaced over the past two decades. Where the brick foundation is not coated in dirt, it is a hotbed for moss growth. The moss congregates in particular near a small hole drilled through the bricks, through which a cord is fed leading from the exterior air conditioning unit to the HVAC system in the cellar. The moisture meter displayed extremely high levels all the way up to the wood siding of the house. When the bottom clapboard was lifted, further inspection proved that the moisture has risen into the bottom sill and caused rot. There is also evidence of termite damage.



North elevation



North elevation, improper drainage leads to water collecting next to the foundation



North elevation, hole in brick compromising mortar and structural integrity, immense moisture damage

The north elevation is the most concerning one with regards to rising damp: where the moss is most prolific, it negatively affects the brick. The current owner has stated that the brick has been pressure washed a number of times to remove the mosses and backsplash

grime, which may actually contribute to the problem. In multiple instances of pressure washing the protective layer of the brick is compromised and can be pressure-washed *off*, thereby leaving the inner brick, porous and more susceptible to moisture, exposed. Repeated pressure washing appears to have encouraged the deterioration rate of both the mortar and the exterior brick foundation on the north side of the house. The moss can be removed with pressure washing, but it will not solve the moisture problem. Further along the elevation, at the northeast corner of the Lehmann House, the brick foundation supporting the porch is displaying tension cracks.



Northeast corner, diagonal cracks visible to immediate left of the corner point

Here the crack on the left (and a similar one that appears to have been repointed and patched on the right), are very likely the result of a combination of things: the house settling; and the tree growth at the immediate right where the trunk is visible. The tree is mature, and the root structure, which can be accessed with a little digging from the dirt basement part of the cellar on the other side of the brick, is applying tremendous pressure to

the brick, which will only get worse over time. The remaining brick making up the support system of the porch is in good shape, as there is no other plant life encroaching upon it.

## **Roofing**

The roofing structure is by far the most compromised and consists of some of the worst damage in the Lehmann House. The system itself is simple: a gable roof with no ridgeboard down the center, rafters running from a butt joint to the false plates on either side, ceiling joists running perpendicular to the joint beneath it. Roughly halfway down the slope of the rafters are purlins, clearly original to the house, and struts that connect them to a beam and

sit atop joists. Later diagonal braces run from the purlins to their struts. On the south side of the roof, the purlin is compromised in two places: towards the front of the house (splitting), and towards the middle (crushed and splitting its strut).



Above: purlin crushed, exposing peg and splitting the strut upon which it is resting.

On the north side, the purlin is damaged and slipping from the notch against the chimney stack, and the second one closer to the front of the house is splitting at its notch. Further support struts appear to have been added during the latter half of the twentieth century on the north side.



Above: lack of ridgeboard and view of butt joints. These joints often do not even meet.



At left, the north side of the house. Struts added to original system sometime in the late twentieth century for support. The struts are spread too far apart and the purlins have sagged because of it, requiring shims between the purlins and rafters.



Splitting purlin on north side of building.



Hanger slipping away from its purlin on north side of building, closer to northwest corner, against chimney.



Close-up of previous purlin and strut slipping; being overloaded has caused this rotation on the eccentrically-loaded purlin.



South side of building, facing east, at right: purlin bowing away from roof, shims used to keep it together.



Previous purlin, wooden-pegged and splitting from its notch due to pressure from the right.



Diagonal brace beam from previous purlin, sliding away from the strut it should be flush against.

The roof structure of the kitchen addition cannot be accessed but must be fairly sound, as there is no evidence of leaking or other serious penetration by insects or the elements.

The asphalt shingles on the northwest corner have cracked in some places, but the top of the addition is otherwise in good condition. It may need to be replaced in the next 5-10 years, as the current owner suggested it was last replaced before she purchased the property. The rest of the roofing, which is asphalt shingles on the original house, is similarly in good condition, but may be reaching the end of its lifespan as well.

## **Interior**

Starting from the bottom and working up, the cellar that was dug out from under the

house some time in the mid-20th century poses a number of issues due to factors stemming from the rising damp issues on the north and west elevations. It is evident that the cellar was hastily constructed: the stairs down into the cellar are part poured concrete that has cracked in many places, and part wood, both of which are covered with a strip of carpeting, presumably to provide traction. The space beneath the porch is practically open air: light comes in through the cracks between the boards of wood making up the porch, and the crawlspace there has a dirt floor at ground level. The rest of the cellar has a poured concrete floor in shallow, stepped layers. There is a distinctive damp, musty smell in the cellar, no doubt a product of the water that has leaked into it over the course of decades. The fiberglass meant to insulate the house from beneath the floors has suffered from condensation, deteriorating and hanging from the ceiling in ragged sheets. As there is no drainage system to prevent water leaking in from the porch from sluicing right into the veritable concrete pool that makes up the cellar level, a sump-pump has been installed by the current owner in the event of flooding, which has happened on more than one occasion. It is not known if the pump currently works. Small grilles have been installed in the brick foundation (whether they are original to the fairly modern walls or were installed at a later time is not known) for ventilation purposes, although they are not enough to manage the tremendous amount of moisture collecting in the cellar. The floor joists are primarily in good condition, save for three close to the south elevation, which have been replaced in the last decade. The current owner stated that it was done in order to mitigate the sloping of the floor above it.



The cellar stairs going up, abutting the south elevation



View from the south side of the cellar, dirt floor space at right, stepped concrete floor at bottom, crawlspace door from north elevation at upper left



View of ventilation grille in south elevation from inside the cellar, beneath the porch, note debris that has collected from organic matter, renters, and transients



Opposite side of hole in the brick wall from north elevation, note immense moisture damage, efflorescence, and deterioration of the brick and mortar – brick never properly pointed



To immediate left of the previous photograph: brick pier with disintegrating bricks and efflorescence, HVAC insulation deterioration

Many of the brick piers, original to the house and made of soft, handmade brick, that surround the poured concrete space that makes up the cellar itself are more susceptible to water damage, and therefore show a considerable amount of deterioration. Moisture levels

here are higher than they should be.



Central brick pier with HVAC system winnowing through it



Close-up of central brick pier deterioration

When the cellar was dug out and the stairs to the cellar added, it was necessary for builders to saw through the original sill, floor joists, and tongue-and-groove flooring. The framing here is inadequate: the new header is not doubled, nor is the to which it is framed.



At left: hand-hewn sill that demarcated the original underside of the house. Ventilation grille at bottom left.



Original sill at right with evidence where joist was sawn through; reused tongue-and-groove slats also visible.

Beneath the house, the floor joists measure 2"x8" and sit 9" to 10" apart. The girders and sills measure 9"x9". The crawlspace is primarily dry for the first ten feet, but appears damp with moisture damage beyond that. The HVAC system still works (albeit not well), and has recently been cleaned out by the current residents. The machinery for the HVAC system takes up a great deal of the crawlspace.

The first floor foyer, Room 101, shows little damage: the floor slopes gently to the south and is not completely level. Small areas of the walls have been subject to damage where the original horsehair plaster and lathes that make up the inner wall are visible, but the owner has patched these areas in very recently. The spots in question were not extreme in terms in damage, for the most part a cosmetic issue. The original stairs in the entrance hall remain to some extent – the stairs used to stretch all the way up in a straight line, but now curve to the right. It is assumed that the fourth owners of the house, the Land family, diverted the stairs to the right in order to make room for a bathroom on the second floor. The banister and turned rods have left ghost marks in the stairs themselves, but were removed and exchanged for inappropriate replacements in the 1990s. The room has a plain, 9½" baseboard that is consistent throughout the house. The doors to Rooms 102 and 105 have their original moldings but have suffered cosmetic damages.



Exposed wall lathes and broken plaster (Room 105)



Replacement newel post and banister (Room 101)



Replacement banister in entrance hall (Room 101)

Room 102, which probably originally served as the dining room, suffered previous issues from a sloping floor. While the floor still slopes to the south elevation, the damage has been mitigated by the replacement of several joists beneath the room. They are accessible through the cellar and into the crawlspace. Between the two windows, set into the ceiling of the dining room (which was replaced by the current owner in the 1990s), is a small access hatch. This hatch was set into the ceiling by a maintenance worker because of frequent flooding and water damage from the bathroom just above it. The attached fiber board ceiling was likely added some time after the 1920s addition.

The door frames in Room 102 are slightly crooked due to the slope of the room, but sport very little damage otherwise. The owner has recently had them painted. The doors and frames have the original Greek panel molding. The baseboard differs from the rest of the house, with molding at the top. It was probably installed at a later date. The window frames are original to the house with Greek Revival molding.

Room 103, the kitchen addition built in 1900 that burned and was reconstructed in the 1920s, has a hardwood floor that the current owner has covered with sheet vinyl. The wood cupboards are intact although some require attention for their hinges, and the windows in this room are functional, but currently painted shut. There is no casing on the door between the kitchen and Room 102. Since the door has original molding on the Room 102 side, the door likely led to a porch before the addition was built. The doors in Room 103 all have “sanitary” molding, which was typical in the mid-20<sup>th</sup> century. Similarly, the window moldings are plain and match the later date of the addition.



Maintenance hatch (Room 102)



View inside kitchen looking toward southwest corner (Room 103)



Interior of kitchen, facing south, note vinyl floor (Room 103)



Exterior door to kitchen from screened porch (Room 103A)

Room 103A, the open-air, screened porch that leads into the kitchen, has few functional issues and little damage. The screen door is not very tight, but the primary issues are water damage from the lack of a gutter system. Beneath the screen door water has collected and compromised the edges of the wooden floor: moss is growing up the brick steps to the screened porch and on the lower edge of the wooden shiplap siding.

Room 104, which was previously the den of the house when the Hanks were in residence, did not originally have a door connecting it to the parlor at the front of the house. (The Hanks blew out the wall to connect Rooms 105 and 104 in the 1980s. It is unknown into which room closet 105A opened, but door frames suggest it opened into Room 105.) The mantle over the fireplace matches the one in the parlor. Originally, there was a door connecting the den to 104A, the small hall that leads to 104B, an additional bathroom. It was removed before the current owner purchased the house in the 1990s and has been replaced by a folding door. The room has suffered graffiti from transients and lacks the hearth border

that would have been present on the floor in front of the fireplace – presumably it has been torn up. The graffiti has been painted over. Room 104 has the same plain, original baseboard as in the other rooms in the house. The window moldings and door moldings are all original.



View of Room 104 from northwest corner. Door at left was a wall opened up by the Hanks couple when they refurbished the house in the 1980s. It is also an access port to the HVAC tubes.

Room 104A, the small hall on the west side of the room, has little damage but cosmetic. The door between 104A and 104 has no casing on the hall side of the frame. There was also a 2x4 plank added at the top to shorten the frame for a previous door replacement. Originally this door also likely led to a porch, before the addition was made. Room 104B, the bathroom on the north side accessible from 104A, has interior water damage but is otherwise largely in need of only cosmetic repair.



View of room from southeast corner (Room 104)



View of hearth (Room 104)



Newer doorway the Hanks put in (to Room 105)



Bathroom cosmetic damage (Room 104B)

Room 105, the parlor at the front of the house, has the brunt of the damage around its windows. The single window on the north side of the room, up until recently when the owner had spots patched and painted over, had a massive split beneath its frame. The same issue was repaired on a window set in the east side of the room. The sashes, while still functional, are painted shut. Bumping the frames does not illicit the telltale thumping sound of a sash weight – they may or may not remain intact behind the frame inside of the walls. Several other small places within the room have been patched with plaster and paint since the initial photographs for this report were taken. As of the 1980s the mantelpiece in the parlor has been cut down in size, and the door to the right of the mantle was added as access to the den by the Hanks as well. The door leading to Room 104 has a different molding which means it was added at a later date when the cut-through was made to connect the two rooms. There is a ghost of a hinge on the left side of the frame from the original door and the current door does not fit the frame. As in Rooms 101, 102, and 104, the original floorboards

are underneath the wood floor replacement.



North window with damage at lower right (Room 105) East window with damage just beneath sill (Room 105)



View from east side of the room of mantle and the door the Hanks made in the wall, small damages in the plaster of the wall visible (Room 105)



All three windows in Room 105: wall at right is the east side, wall at left is the north side (Room 105)

On the second story staircase, which as stated before originally went straight up as opposed to veering to the north, is in relatively good condition. Over the current landing there had been a large hole in the plaster, which was recently patched and painted over. At the top of the stairs, the door frame is new but the door itself is old (it was originally hung on

the right side, facing the stairs). To the immediate right, at the top of the stairs, is Room 201, sometimes called the child's bedroom. The smallest of the upstairs rooms, it has undergone a number of immense changes. The closet was added at a later date and the windowseat was put in to provide headspace for the realigned stairs. The door to the master bedroom (Room 205) was the latest addition, cutting through the wall. It has a plain molding on both sides of the frame. The predominant damages are cosmetic. It has a plain baseboard, dentil cornice (the exact dates of which are unknown, but before the mid-century), original windows and floors.

Room 202, the central hall connecting all of the upstairs rooms, similarly suffers from cosmetic damages. There is a subtle but visible ghostmark to an old partition that could have originally ended the hall adjacent to the entry of Room 201. Originally, the doors to Rooms 204 and 205 would have aligned with this former partition. To its immediate left is 202A, the bathroom that was added to the house by the Lands sometime between mid-century and the 1970s. The bathroom window is in poor condition, withstanding water damage from the condensation that gathered after a showerhead was put in. The plumbing here has never been in the best shape, the current owner stated, which is why an access hatch was set into the dining room ceiling to reach the otherwise-inaccessible pipes. The moldings in 202 are new.



Child's room, view from the newest door set into the wall between it and the master bedroom (Room 205)



View from staircase (Room 202)



View of bathroom, Room 202A (from Room 202)

Room 203, sometimes called the guest bedroom, had lost its windows and floors in the

kitchen fire. The molding to the door inside of Room 202 is from a later date, whereas the

201 side of it is original. The Hanks rebuilt the room and replaced the windows. Primary

damage is cosmetic on the plaster walls (below). It has a plain baseboard, dentil cornice, and original windows and floors.



Access to Room 202A (the bathroom) plumbing is found in the closet of Room 203. The floors here are not original to the house (they are from the rebuilt 1920s addition). Next door, Room 204 was the upstairs den for the Hanks family. Presumably, it was another bedroom when Lehmann built it. The floors are original with little scuffing damage, the mantelpiece abutts the door to the room. The hearth in front of the fireplace, which is too shallow to be used for anything but a woodburning or coalburning stove, lacks the wooden hearth frame, as evidenced by its ghost marks. This room also has original windows and a plain baseboard. The original closet has visible split lath marks on the interior wall, which is also original, as a wall brace goes across it at an angle.



View of the northwest corner of Room 204



View of east side of Room 204, closet at left, mantle in center, Room 202 at right.

In Room 204 some of the 1920s concave molding remains on the wall and up against the ceiling – the dentil molding was added by the Hanks. Within the last century the apron of

the window on the north side of Room 204 was lost. These windows are some of the few in the house that have not had their lower sashes replaced with single large lights. At the northeast corner of the room a closet was knocked into the wall – it is unknown as to when this happened, but seems most likely that the Hanks did it given the wall they knocked out just beneath it on the first story in order to make room for the HVAC system.

Room 205, the “master bedroom,” is in possession of its original hardwood flooring. It also has the same plain baseboard and all original windows. The entry door is new but the molding of the frame is old and is thought to have to have been moved there later. Cosmetic damages include peeling paint and a few instances of cracked plaster, but these have been recently remedied with the rest of the house’s re-plastering and painting job. As with Room 204, Room 205 has its original concave crown molding with the Hanks’ addition of dentil molding beneath it. The windows are functional but painted shut. The base against the floor has some areas close to the north window that are concerning: beneath it is a number of rodent feces, likely squirrel, which may have gotten into the wall. There is no current evidence of active squirrel activity, but it is something of which to be wary. All three windows are paned differently depending on when they were replaced. Inside the closet addition, original plaster (three-coat with horse hair) and wallpaper is visible. There are also marks left from the split lath. It may be worthwhile to sample the wallpaper and have it dated. The closet is roughly three feet deepm made with a cheap, modern wall. An old fireplace is present in the closet, one that was bricked up years ago, and the ghostmarks of the hearth remain around it on the floor, as well as those belonging to the mantle on the wall.



Old, bricked-up fireplace behind the smaller closet in Room 205



Northeast corner of master bedroom



Northwest corner of master bedroom, featuring the closet on the left added mid-century after blocking up the back half of Room 204's fireplace, and the closet on the right formed the same way

## **LEHMANN HOUSE OVERVIEW OF NEEDS & PRIORITIES**

### Brick foundation piers

- Some bricks of the piers are deteriorated; replace and repoint where necessary.
- Brick pier adjacent to AC condenser on north side accessible from interior (via cellar) should be investigated and replaced or repaired where necessary.

### Cellar

- Ventilation grilles need to be opened.
- Ensure sump-pump is functional, replace if it is not.
- Remove deteriorating fiberglass insulation and any extemporaneous mechanical equipment that is no longer in use/sound.
- Existing moisture damage and brick deterioration needs to be watched – much of this can be solved with the installation of gutters on the roof (mentioned in roofing section).

- Strengthen framing of cellar stairs by doubling the joist and the stairway header.
- Remove and close up access door to cellar on north elevation.

#### South elevation

- Rake out pine straw/mulch and lower grade to prevent excessive moisture damage.
- Remove extemporaneous mechanical fixtures that are no longer in use/sound (for example: the former vent pipes on the exterior wall).
- Repaired patches of wood on exterior should be replaced with something more appropriate/less obtrusive and obvious.
- An original pier included in the brick infill appears to have collapsed at some point and been cobbled together with caulking; rebuild.

#### West elevation

- Concrete patio cracked and growing moss should have moss removed, be repaired/replaced.
- Open hole in brick infill of foundation that serves as access port to plumbing should be closed.
- Tree at southwest corner should be trimmed back to prevent detritus from gathering on roof of addition.
- Exterior molding at northwest corner broken and should be repaired.
- Repair screens of exterior porch.
- Refasten screen over attic fan.
- Remove chimney entirely as it is no longer functioning, and patch the trim.

#### North elevation

- Remove extemporaneous mechanical fixtures that are no longer in use/sound (any wiring nailed/stapled to the side of the building).
- We recommend the installation of gutters and downspouts to prevent the excessive moisture build-up on the bricks and wood of the north elevation.
- The moss and dirt built-up on the brick should be treated/pressure-washed.
- Remove tree at northwest corner.

#### Northeast corner

- Brick foundation has tension cracks caused by a tree at the corner: it is large with a mature root system and compromises the structural integrity. Remove tree.

#### Roofing

- Roof of 1920s addition is too shallow for asphalt shingles (Minimum slope for asphalt roofs is a nine degree angle, and it is recommended that one uses different material with a shallow slope.) Detritus can easily gather on it and compromise the asphalt shingles that are already deteriorating.
  - o Ideal replacement: flat-seam soldered metal roofing.
  - o Next-best replacement: a membrane roof.
- Shingles on original part of house should be replaced in the next 5-10 years (they are nearing the end of their lifespan).
- Gutter system should be installed on north and south sides of the original house to mitigate drainage issues and rising damp (especially on north side).
- Gutter system should be installed around north, west, and south sides of the 1920s addition.

- Downspouts should be installed at northeast and southeast corners with a diverting plastic pipe to lead water away from the house, so as to keep it from further damaging what is already suffering from rising damp.
- Fiberglass insulation in attic needs to be torn out (as much has deteriorated and been torn apart by rodents), and replaced.
- Purlins and struts are split/cracked and need to be replaced, preferably with one strut every three joists, as opposed to every four joists (it is this spacing that led to the purlins bowing and splitting in the first place).
- Collar ties should be added to every third rafter set, alternating with the struts.

#### Miscellaneous

- Restore stair rail in Room 101 with historically appropriate stair rail.
- Date wallpaper on second floor in front room closet.
- Make hatch in kitchen ceiling.
- Examine all plumbing, electrical work, and HVAC.
- Free windows sashes and make them operable.

The best-case solution for the Lehmann House would be moving it from its current address. This is not an option that preservationists like to recommend, as the original contexts for historic houses are destroyed when buildings are moved. However, the context and landscape for the Lehmann House has had its integrity compromised since the late 1980s, when the condominium complex was built around it. The Lehmann House is an heirloom quality structure, one of the first examples of the Greek Revival style in the city of Athens, and is doomed to be used as student housing if it remains in its current locale.

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*Map of Athens, Georgia*. 1874. "Map of Athens, Georgia 1874", Athens Historical Society.

Sanderlin, Phil, "Oldest House," *The Athens Observer*, April 14<sup>th</sup> 1982.

Reinberger, Mark. "Greek Revival Suburban Villas in Athens, Georgia." *Athens Historian*, vol.1, 2013.

"O.B. Land Estate" Plat map book 422, pg 872. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, 1958.

"Tanyard Condominium" Plat map book 478, pg 328. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, 1958.

"Copy of Warranty Deed". Book S, page 199-121. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 14 1845.\*

*\*Ibid. et al "Copy of Warranty Deed" same location, refer to sources in document for book and page numbers.*

## **APPENDICES**

### Summary of Ownership History:

1. Lehmann, Wilhelm

1832 - received land from University

"Copy of Warranty Deed". Book S, page 199-201. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 14, 1845.

2. Bancroft, James

June 14, 1845 - purchased house/property from Lehmann

"Copy of Warranty Deed". Book W, page 124. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 23, 1860.

3. Bancroft, Edward

- James Bancroft's younger son

June 23, 1860 - house/property deeded to Edward by his father

"Copy of Warranty Deed". Book W, page 123. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 23, 1860.

4. Land, Oliver Bradford

June 10, 1929

- purchased with loan of \$2,000 from Chatham Savings & Loan Co.

"Copy of Warranty Deed". Book 11, page 582-584. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, June 10, 1929.

5. Land Jr., Oliver Bradford

April 4, 1980 - deeded house/property from his mother, Ethel Allgood Land

"Copy of Warranty Deed". Book 418, page 824-854. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, April 4, 1980.

6. Hanks, James E. and Bonnie K.

December 1, 1981 - purchased house/property from O.B. Land, Jr.

"Copy of Warranty Deed". Book 422, page 874-876. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, December 1, 1981.

7. E & W Air Conditioning Company Inc.

July 14, 1987

"Copy of Warranty Deed". Book 759, page 179. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, July 14, 1987.

8. Redman, Barbara and Chastkofsky, Leonard

July 16, 1990 - purchased house/property from E & W Air Conditioning Company Inc. "Copy of Warranty Deed". Book 1032, page 272-273. Clerk of Superior Court Record Center, 325 E. Washington St. Room 450 Athens, GA 30603, July 16, 1990.

of said state the said Thomas Vane...  
 witnesseth that the said Thomas Vane for  
 and in consideration of the sum of One hundred dollars well and truly  
 paid the receipt whereof is hereby Acknowledged has given granted  
 conveyed and sold with release and Conveyance and by these presents doth give  
 grant bargain and sell with release and Conveyance unto the said William Schumann  
 these lots or parcels of land lying and being in the town of Athens and  
 parts thereof and known and distinguished in the plan of Athens  
 Lots - Containing together two acres more or less together with all singular  
 the rights title members and appurtenances therunto in any way  
 now appertaining to him the said William Schumann To have and to  
 hold the same in fee simple. And the said Thomas Vane the said  
 bargain premises unto the said William Schumann his heirs and assigns  
 Executors and Administrators with warrant and force defend against the  
 Claims or Claims of all and every person and persons whatever  
 In Testimony Whereof the said Thomas Vane has hereunto set his  
 signature this day and year above written,  
 Signed, Sealed, and Delivered  
 in presence of  
 Richard H. Formis.  
 John J. Cheatham Notary Public

Thomas Vane  
 made

Recorded  
 14<sup>th</sup> June 1848

Georgia This Indenture made this twentieth day  
 of June County of Newton Eighteen hundred and forty eight between  
 Almyr Church President of the University of Georgia for and in behalf  
 of the Trustees of said University on the one part and William Schumann  
 of the State of Georgia on the other part witnesseth that the said  
 Almyr Church President as aforesaid for said Trustees for and in consideration  
 of the sum of Eighteen \$18000 Dollars unto the treasury of said University  
 well and truly paid the receipt whereof is hereby Acknowledged hath  
 given granted bargain sold and by these presents doth give grant  
 bargain and sell with release and Conveyance unto the said William Schumann all that tract  
 of land lying and being in the town of Athens & part of the College  
 lands known & distinguished & late survey & plan made by G. P. Thomas  
 as lot No 99 Containing One acre together with all and singular the rights

titles, manors & appurtenances, churches belonging, or in any way appertaining  
to him the said William Lichman & have & do hold to his own proper use  
& benefit for ever for himself, and the said College Church President as  
aforesaid in such matters & things touching or appertaining the said bargain  
promises unto the said William Lichman his heirs & assigns with warranty  
yours depend against the claims of all other persons or persons whatso  
In Testimony Whereof the said College Church hath his hand &  
affixeth signeture, and caused the seal of said University to be annexed  
the day and year aforesaid

Signed Sealed and Delivered

in Our presence  
Jas P. Wardlaw  
S. J. May  
Notary Public

M. Church Pres



Recd. 14<sup>th</sup> June 18<sup>th</sup> 1848

Georgia This Indenture made this tenth day of  
April County of Chatham and State of Georgia between William  
Lichman of the County and State aforesaid of the One part and James  
Bancroft of the City of Charleston & State of South Carolina of the  
Other part Witnesses that the said William Lichman first  
Constituted of the sum of three thousand five hundred fifty dollars  
to him in hand paid by the said James Bancroft at & for the taking  
& delivery of these presents, the receipt whereof is hereby acknowledged  
both granted, bargained, sold, aliened & conveyed, & by these presents  
doth grant, bargain, sell, alien, & convey, unto the said James  
Bancroft his heirs & assigns all that tract parcel, or lot or lots of land  
situate lying & being in said County in the town of Athens  
Containing twenty acres, to the same more or less & being all the  
land lot or lots of land, owned & possessed by said William Lichman  
in said County & town, & which tract, lot or lots land are bounded on  
One side by the land of O. L. Newton & on Other side by lands formerly  
belonging to the University or State, & composed & is composed of several  
different parcels or lots of land as follows, One convey to said William  
Lichman by One William Lewis by deed bearing date on the tenth  
day of November Eighteen hundred thirty four containing fifteen acres  
One conveyed to said William Lichman by a Church President of the  
University of Georgia by deed bearing date on the third day of April  
Eighteen hundred & thirty six containing two & one fourth acres more  
or less & known and distinguished in the plan of said town & conveyed

by W. P. Thomas as to number twenty four, was conveyed to said William Schumann by said A. Church, pursuant as appeared by deed bearing date on the twenty ninth day of October Eighteen hundred thirty two containing one and three quarters acres more or less, bounded as follows, to wit: on the north by said Thomas as to number twenty two, was conveyed to said William Schumann by said Thomas being by deed bearing date on the thirtieth day of July Eighteen hundred thirty three, containing two acres more or less, and bounded as distinguished in the plan of said town made by James Harrold as to the eastern boundary being practical etc. was conveyed to said William Schumann by said A. Church pursuant as appeared, by deed bearing date on the twentieth day of November Eighteen hundred thirty four, containing one acre, more or less, bounded as to the eastern boundary as to the western boundary as to do, more or less, and all which were more fully appears by reference to said several deeds - Also all building Crops, & other improvements on said parcel of land - Also the following personal property to wit: One negro slave then by the name of Richard was in the possession of said William Schumann two horses then one two Colours five head of long pointing Signers, Wood Cutting & farming utensils, & all other things on said lot or title of land & owned & possessed by said William Schumann. To have & to hold the said bargained property, together with all the rents, fees & profits to the same in any way belonging or appertaining unto the said James Harrold his heirs & assigns, to his & their own purposes & benefit & their heirs in & to the same. And the said William Schumann for himself his heirs & assigns & administrators the said bargained property unto the said James Harrold his heirs & assigns not warrant defend against the right title or claim of him & them selves, and against the right title or claim of all other persons whatever.

In Testimony whereof, the said William Schumann hath hereunto set his hand & seal the day & year above written

Signed, Sealed & Delivered in presence of  
 A. W. Davis  
 Samuel Frost &c.

William Schumann



Recorded  
 14<sup>th</sup> June 1845

Georgia  
 The Indenture made this 18<sup>th</sup> day of June in the year of our  
 Lord one thousand eight hundred & eighty between James  
 Bancroft of the Sheriff of the County of De Kalb in the State of  
 Georgia and Edward Bancroft of the County of De Kalb in the State of  
 Georgia for in consideration of the sum of twenty five hundred  
 dollars to him in hand paid at the sealing & delivery of these  
 presents the receipt whereof is here by acknowledged & delivery of these  
 bargained, sold & conveyed & do hereby acknowledge with good  
 will & convey unto the said Edward Bancroft his heirs & assigns all  
 that tract or parcel of land situate, lying & being in the County  
 of Clark in the South Western part of the town of Athens in the  
 State of Georgia, containing eleven & one tenth of an acre more or less  
 bounded by the lands of Eliza J. Newton the wife of John  
 J. Newton & James Bancroft. The line beginning at a certain stump  
 21.33 to a Stake, thence North 71 East 4.75 to a Stake, thence North 84 East  
 17.33 to a Stake, thence North 71 East 3.31 to a Stake, thence  
 South 84 West 21.33 to the  
 beginning corner

Do have & to hold said tract of land unto  
 him the said Edward Bancroft his heirs & assigns together with all  
 & singular the rights, members & appurtenances thereof to the  
 same in any manner belonging to him & his heirs forever  
 to him self, his heirs, executors & administrators the said  
 Edward Bancroft has given, sold, conveyed & assigned with warrant  
 & forever defend the right & title thereof  
 against themselves & against the claim of all other persons whatsoever  
 On Witness whereof the said James Bancroft has hereunto set  
 his hand & seal the day & year first above written

In witness whereof  
 I the said  
 James Bancroft  
 John Kirkpatrick

James Bancroft

Recorded  
 23<sup>rd</sup> June 1888

George  
 This indenture made this 13<sup>th</sup> day of June in the year  
 of our Lord one thousand eight hundred & 65 between Edward  
 Danvers of the County of Grafton State of Georgia  
 on the one part & James Danvers of the other part Witnesseth that  
 the said Edward Danvers for & in consideration of the sum of three  
 thousand & eleven to him in hand paid and before the sealing & delivery  
 of these presents the receipt of which is hereby acknowledged hath granted  
 bargained sold conveyed & delivered by these presents grant bargain sell and  
 conveyed unto the said James Danvers his heirs & assigns all that tract  
 of parcel of lands lying & being in the County of Clark the town of A  
 then & State of Georgia & conveyed to said party of the first part in the  
 year one thousand eight hundred & forty five by William & Jeremiah  
 Adams in pursuance of said party of the first part & bounded & described  
 as follows to wit: On the North by the public road leading out of Athens  
 as aforesaid & east by land for many of William Brown & of John  
 Bradburn by land of Abner S. Newton Esq and West by  
 land of J. W. Smith Esq containing twenty acres more or less together  
 with the buildings thereon erected & the furniture & other household  
 (1) kitchen & the same & all the horses cows & other stock & chattels  
 on the said premises & every part thereof & also a negro man slave named  
 Richard now in said premises of the age of 40 years or thereabouts  
 (The description above being the same contained in deed of James Danvers  
 to Edward Danvers dated Nov 28<sup>th</sup> 1846)

Do here to hold said land or parcel of land unto him the said James  
 Danvers his heirs & assigns together with all & singular the rights & titles  
 members & appurtenances thereto in any manner belonging  
 to him & their own proper use benefit & behoof for ever in fee simple  
 And the said Edward Danvers for himself his heirs executors & admin-  
 istrators the said bargain & premises unto the said James Danvers of the  
 heirs & assigns with warranty forever defend the right & title thereof against  
 themselves & against the claims of all other persons whatsoever  
 In Witness whereof the said Edward Danvers hath hereunto set his hand  
 & seal the day & year first above written

Signed sealed & delivered  
 in presence of  
 George Danvers  
 John Kirkpatrick

Edward Danvers

Recorded  
 23<sup>rd</sup> June 1865

SECURITY DEED. D.B. LANE TO CHATHAM SAVINGS & LOAN COMPANY  
STATE OF GEORGIA  
CLARKE COUNTY

THIS INSTRUMENT was and entered into this 10th day of June, 1929, between D.B. LANE hereinafter called "Borrower", and CHATHAM SAVINGS & LOAN COMPANY, a corporation created by and existing under the laws of the State of Georgia, hereinafter styled the "Company". WITNESSETH: That the Borrower and the Company have mutually consented and agreed with each other as follows:

1. The Borrower has this day borrowed from the Company the sum of TWO THOUSAND AND NO/100 (\$2,000) - - Dollars, with interest from date thereof at the rate of five (5) per cent. per annum, with said sum, principal and interest, Borrower agrees to repay to the Company in 120 months from date hereof in equal monthly installments of Twenty-five (25) Dollars and NO/100 of cents per month, at the office of the Company in Savannah, Georgia, on the 10th day of each month every month until the whole is paid, said installments being represented by the promissory notes of which date herewith. The said principal and interest, and any and all other indebtedness secured and payable hereunder, shall be payable at the option of the Company in gold coin of the United States of America of the present standard of weight and fineness. Each monthly installment shall bear interest at the rate of eight (8) per cent. per annum until paid.

2. In order to secure the payment of the above obligation and any and all renewals or substitutions in whole or in part of the same, and in order to secure any future indebtedness of the Borrower to the Company and in consideration of the sum of One (\$1,000) Dollar to Borrower in hand paid, the receipt of which is hereby acknowledged, Borrower has granted, bargained, sold, released, conveyed and confirmed, and by these presents does grant, bargain, sell, release, convey and confirm, unto CHATHAM SAVINGS & LOAN COMPANY and its assigns, all that lot, tract or parcel of land situate, lying and being in the County of Clarke, City of Athens, State of Georgia:

Beginning at a point on Pope Street Four Hundred Sixty-nine (469) feet North of the intersection of Pope Street and Dexter Street and forming in a westerly direction Two Hundred Thirty-one (231) feet; thence in a northeasterly direction Two Hundred Thirty-one (231) feet; thence in an easterly direction Two Hundred One (201) feet to Pope Street; thence along Pope Street in a southerly direction Two Hundred and Four (204) feet to the beginning corner.

TOGETHER WITH ALL AND SINGULAR the improvements, rights, easements, ways, covenants and appurtenances to the said lot, tract or parcel of land, being, belonging or in anywise appertaining, and the remainders, reversions, rents, issues and profits therein, and every part thereof, and all estate, right, title, and interest therein.

TO HAVE AND TO HOLD the said lot, tract or parcel of land, and all and singular the premises and appurtenances thereunto in anywise appertaining or appertaining unto the said Company and its assigns in fee simple forever.

This conveyance shall operate as a deed to secure debt and not as a mortgage, and all the covenants and conditions hereof shall inure to the benefit and advantage of any assigns of this deed or of the debt secured hereby. The Company shall protect the loan or recovery of the property above described to the Borrower or his assigns at their cost and expense upon the payment in full of the indebtedness secured hereby and the performance of the covenants hereof.

4. The Borrower may pay up this loan in full any anniversary of the day

State of Georgia  
Clarke County

*[Handwritten signatures and notes, including "D.B. Lane" and "Chatham Savings & Loan Company"]*

on which the same bears date, by giving to the Company sixty (60) days' notice in writing of the desire so to do previous to said anniversary, and in such event, the amount of indebtedness hereunder shall be determined by multiplying the number of installments still due by the amount stipulated to be paid as installments and deducting therefrom interest on said amount at six (6%) per cent per annum for one-half the time the said loan has to run from the time of said advanced payment to maturity.

5. The Company shall have the right and option to complete any improvements in course of construction on the premises (either by its own employees or through such contractors, architects and agents as it may specially employ) in the event the Borrower shall fail or refuse to complete them, and to charge the Borrower with the cost thereof, with interest at the rate of eight (8%) per cent per annum, all of which shall be secured hereby.

6. If the amount of taxes payable by the Company on or in respect of this security deed or the debt secured hereby shall be hereafter increased by any law of the State of Georgia or of the United States, then the Company shall have the right upon thirty (30) days' notice to the Borrower to require the payment of the indebtedness hereunder, and at the expiration of said thirty (30) day period said indebtedness shall become due, payable, and collectible, and the amount of the balance then due on the loan shall be calculated in the manner set forth in paragraph four(4) above.

7. The Borrower shall pay, in addition to the above sum, all taxes of every nature, kind and description, water rents, and all levies or assessments, ordinary or extraordinary, that may be made on said property by any State, County, municipal or other authority, or may otherwise accrue, and shall pay for all repairs that may be deemed necessary by the Company, and shall make or cause to be made said repairs whenever notified so to do by the Company, and shall keep said property insured for the benefit of the Company, in such company and for such sum as may be designated by it, and shall pay all premiums of insurance thereon, and assign all such policies of insurance to the Company in such manner as to thoroughly secure it. In case of default by the Borrower in prompt payment of any sums herein agreed to be paid, the Company may pay the same; and all such payments shall be fully secured under this conveyance and shall bear interest from the time same are paid by the Company, at the rate of 6% per annum until repaid.

8. The Borrower shall pay to the Company promptly as the same accrue, all monthly or other dues, in the shape of installments, interest, premiums for insurance, and arrearages, that may be due to the Company, or that may be paid out by the Company for said Borrower.

9. The borrower shall give additional security for said indebtedness when the same may be demanded by the Company, and hereby waives and renounces, as against the indebtedness hereby secured, all right of homestead or exemption on all property of the Borrower now owned or hereafter acquired.

10. Should default be made in the payment of any of the monthly installments aforesaid, or in the performance of any other obligation hereunder by the Borrower, or said Borrower should be adjudicated a bankrupt, then the entire balance of said indebtedness shall at once, or at any time thereafter in the discretion of the Company or its assigns, become due, payable and collectible, and the Company may thereupon proceed to foreclose this deed, and to collect this indebtedness as provided by statute in such cases; or in its discretion and at its option the Company may, as the attorney in fact of said Borrower, by virtue hereof, nominate and appoint a sole trustee; who is hereby authorized and empowered, without resort to any legal process, and without the order of any court, to sell the said above described property at public sale, for cash, at which sale (or at any

CLARKE COUNTY, GA.

sale under legal proceedings the Company shall have the right to purchase; such sale by the Trustee to be advertised and conducted at the same time and place, and in the same manner, as Sheriff's sales. The Trustee shall be authorized to employ and pay an auctioneer for the purpose of said sale, and shall have the right to re-sell in case of the failure of the first purchaser to pay; and the said Trustee upon any sale made by him hereunder, shall convey the said above described property in fee simple to the purchaser, and thereupon all right, title, interest, or equity of redemption of the Borrower therein shall cease and determine; and consent is hereby given to the Judge of the Superior Court of Clarke County, Georgia, upon application of the Trustee, to render an immediate decree in term time or in vacation (without notice to or service upon the Borrower) awarding the possession of said property to the purchaser, and directing the Sheriff of said County to execute the said decree. The Company shall also have the power to discharge the Trustee with or without cause and to appoint another Trustee in his place, and to fill all vacancies caused by death, resignation or otherwise.

The proceeds of such sale shall be disbursed by the Trustee as follows: (a) To pay all Trustee's expenses, costs and charges, including ten per cent. commissions to said Trustee for his services on the amount of any such sale, and all other costs and charges attending the administration, enforcement, and protection of the trust, and all burdens and charges imposed by law upon said property due up to the time of said sale.

(b) To pay to the Company the amount of all indebtedness due hereunder, including principal and interest.

(c) The remainder of such proceeds, if any, shall be paid to the Borrower, his heirs or assigns.

11. The powers herein conferred upon the Company are coupled with an interest, and are irrevocable by death of the said Borrower or otherwise; and may be exercised by any successor of the Company or by the assignee of this deed or of the debt secured hereby.

12. In the event of suit brought for the enforcement of any of the covenants or obligations herein contained, or of any proceedings instituted for the sale or enforcement of the security herein created, or if the claim or the security be placed in the hands of an attorney or attorneys for collection, adjustment or enforcement, or for the purpose of protecting the rights and interests of the Company, the Borrower will pay all attorneys' fees and commissions, not less than ten per cent. on the amount involved, and all costs and expenses incurred by reason thereof. Said fees, costs, and expenses shall be considered as part of the debt constituting the consideration of this deed, and be as amply secured hereby as the above indebtedness.

13. There are no judgments, mortgages, liens or encumbrances against the Borrower or against said property which do or can in any way affect the title hereby conveyed.

IN WITNESS WHEREOF, Borrower has hereunto set his hand and his seal the day and year first above written.

Signed, sealed and delivered

in the presence of:

J.H. Justice  
Yatie Lavender  
 Notary Public Clarke County, Georgia

O.R. Land (L.S.)

Filed for Record 11:18 A.M., June 10th 1929

Recorded June 10th 1929  
 E.J. Crawford, Clerk

STATE OF GEORGIA  
COUNTY OF CLARKE

THIS INDENTURE, made and entered into on this the 4<sup>th</sup>  
day of April, 1980, by and between ETHEL ALLGOOD  
LAND of Clarke County, Georgia, as Grantor, and OLIVER BRAD-  
FORD LAND, JR., GLORIA LAND JOHNSON, CHARLOTTE LAND WILLIAMS,  
and JOYCE LAND FENDIG, as Grantees.

WITNESSETH:

That the Grantor for and in consideration of the sum of  
One Dollar (\$1.00) to her in hand paid by the said Grantees,  
at and before the sealing and delivery of these presents, the  
receipt and sufficiency of which is hereby acknowledged, has  
granted, bargained, conveyed and quitclaimed, and does by these  
presents grant, bargain, convey and quitclaim, unto the said  
Grantees, their heirs and assigns, all of the following des-  
cribed real property, to-wit:

All that certain lot, tract or parcel of land situate,  
lying and being in the State of Georgia, Clarke County,  
and fronting on Pope Street in the City of Athens, said lot  
being bounded on the East by Pope Street, on the South by  
property now or formerly owned by Mrs. Lambert, on the West  
by property formerly owned by J. B. Gambell, and on the  
North by land now or formerly owned by John Downs. The  
property hereby conveyed is the real property on which the  
residence in which I have lived for many years and consti-  
tutes all of the real and personal property owned by Grantor  
herein in Clarke County, Georgia.

PLK 418 PAGE 824

FILED IN OFFICE  
CLARKE COUNTY  
GEORGIA  
APR 11 1980  
NOTARY PUBLIC  
J. B. GAMBELL

12/3/80  
4227 873  
No. Adh.

TOGETHER WITH ALL and singular the rights, members, easements, hereditaments and appurtenances unto the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described and bargained premises and property unto the said Grantees, their heirs and assigns, forever in fee simple.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and affixed her seal on the day and year first above written.

*Ethel Allgood*  
for Ethel Allgood Land (SEAL)

Signed, sealed and delivered  
in the presence of:

*Ethel Allgood*  
*Notary Public*  
Notary Public, Georgia, State at Large  
My Commission Expires June 1, 1983

BOOK 418 PAGE 824

QUIT CLAIM DEED

GEORGIA,

Clarke

County.

THIS INDENTURE, Made this 1st day of December,

1980, Between

J. Lee Cook

of the County of

Clarke

, State of

Georgia

, as Grantor, and

James E. Hanks, Jr. and Dennis E. Hanks

of the County of

Clarke

, State of

Georgia

, as Grantee,

WITNESSETH, That the said Grantor, in consideration of --- Dollars and other valuable considerations --- of which is hereby acknowledged, has bargained and sold, and by these presents do remise, release and forever quit claim to the said Grantee, their heirs and assigns, all the right, title, interest, claim or demand the said Grantor has or may have had in and to the following described property, to-wit:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the City of Athens, Clarke County, Georgia, and being shown on plat entitled "Survey for O. E. Land Estate", by Landmark Engineering Corporation, dated October 11, 1980, recorded in Plat Book 11, page 192, in the Office of the Clerk of the Superior Court of Clarke County, Georgia, and being particularly described as follows:

Beginning at an iron pin on the westerly side of the right of way of Pope Street on line of property of Archie W. Riley, said iron pin being 192.4 feet northerly of the right of way of Baxter as measured along the westerly side of the right of way of Pope Street; running thence south 86 degrees 27 minutes west 238.1 feet along said line of Archie W. Riley and line of Dan Alan Orme to an iron pin; running thence north 6 degrees 07 minutes west 196.5 feet along line of Friendship Inns, Ltd., line of Mrs. Lucie Crow Webb, and line of Guy B. Scott, Jr. to an iron pin; running thence north 88 degrees 37 minutes east 203.5 feet along line of property of Eugene I. Johnson to an iron pin on the westerly side of the right of way of Pope Street; running thence along the westerly side of the right of way of Pope Street south 16 degrees 33 minutes east 193.5 feet to the beginning iron pin;

The dwelling situate upon said property is known as No. 392 South Pope Street according to the present system of numbering houses in the City of Athens, Georgia;

FILED IN OFFICE  
CLERK SUPERIOR COURT  
CLARKE COUNTY GA.  
DEC 3 3 49 PM '80  
BOOK 422 PAGE 572  
DATE RECORDED  
DEEDS & RECORDS CLERK

To Have and To Hold the said property, with all the rights, members and appurtenances thereto in anywise appertaining or belonging to the said Grantee, their heirs and assigns, so that neither the said Grantor, nor his heirs nor any other person or persons claiming under him shall at any time hereafter, by any way or means, have, claim or demand any right, title or interest in or to the aforesaid property or its appurtenances or any part thereof.

In Witness Whereof, said Grantor, has hereto set his hand, affixed his seal and delivered these presents, the date first above written.

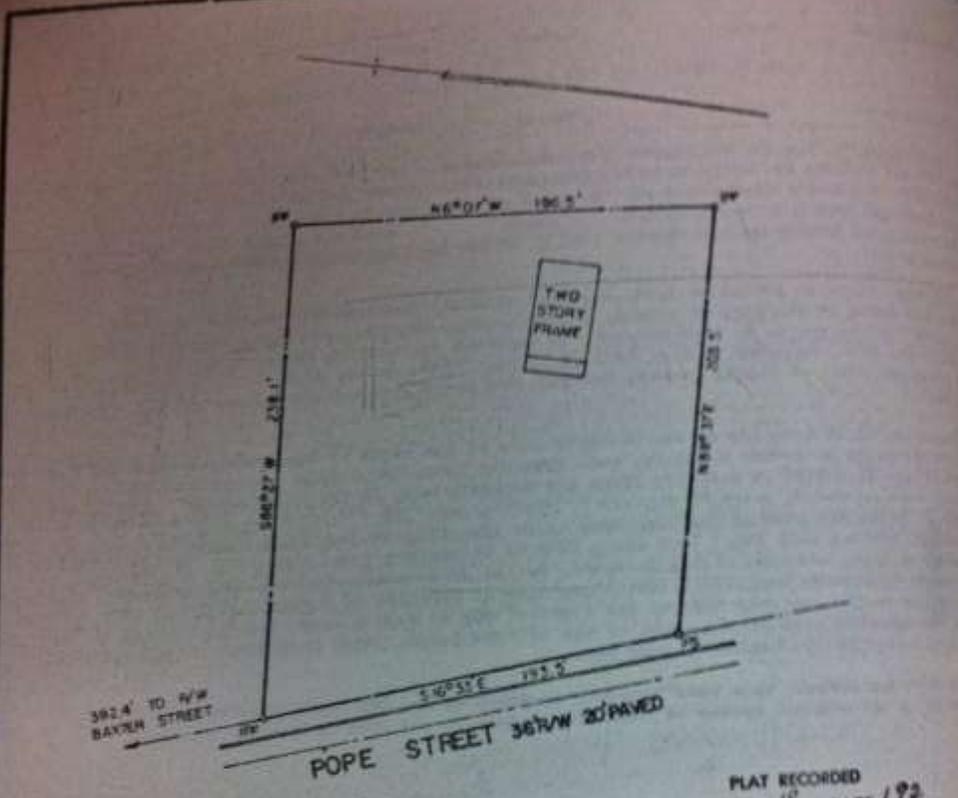
J. Lee Cook (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of:

Notary Public Seal for Clarke County, Georgia, Commission Expires January 11, 1984

BOOK 422 PAGE 572



I hereby certify that this is a correct and true copy of the land plat and has been prepared in conformity with the minimum standards and the laws of the State of Georgia.  
*J. R. Holland*  
 Georgia Registered Land Surveyor No. 1087

PLAT RECORDED  
 IN PLAT BOOK 18 PAGE 192  
 THIS 4 DAY OF December 1980  
*Deborah M. Gentry*

BOOK 422 PAGE 812

SURVEY FOR				L.A.	
<b>O. B. LAND ESTATE</b>					
COUNTY	CLARKE	CITY	ATHENS	GRID	216
STATE	GEORGIA		DATE	OCT. 31, 1980	
SCALE	1" = 60'	JOB NO.	P- 3748		
LANDMARK ENGINEERING CORPORATION ATHENS, GEORGIA			J. R. HOLLAND REG. SURVEYOR NO. 1087		



IN RE: Tract  
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Sworn  
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 1980:

IN RE: Tract or parcel of land in the City of Athens, Clarke County, Georgia, now owned by Oliver Bradford Land, Jr., Mrs. Joyce Land Fendig, Mrs. Charlotte Land Williams and Mrs. Gloria Land Johnson and being the property conveyed to them by deed from Mrs. Ethel Allgood Land, by Albert Fendig, Jr., her attorney in fact, dated April 4, 1980, recorded in Deed Book 418, page 824, in the Office of the Clerk of the Superior Court of Clarke County, Georgia, and having a dwelling situate thereon known as 392 South Pope Street according to the present system of numbering houses in the City of Athens, Clarke County, Georgia.

GEORGIA, GLYNN COUNTY.

Personally appeared before the undersigned attesting officer authorized to administer oaths, Mrs. Joyce Land Fendig who, first being duly sworn, on oath deposes and states that Mrs. Ethel Allgood Land died a resident of Clarke County, Georgia, on August 18, 1980; that the said Mrs. Ethel Allgood Land was married only once, that being to Oliver Bradford Land, Sr., who died on June 25, 1978; that the only children ever born to the said Mrs. Ethel Allgood Land and Oliver Bradford Land, Sr. were Oliver Bradford Land, Jr., Mrs. Charlotte Land Williams, Mrs. Gloria Land Johnson, and the deponent, Mrs. Joyce Land Fendig, and that no children were ever adopted by them.

Joyce Land Fendig (SEAL)  
Mrs. Joyce Land Fendig

Sworn to and subscribed before me this 21<sup>st</sup> day of November, 1980:

Willie Mae Hays  
Notary Public,



FILED IN OFFICE  
CLERK SUPERIOR COURT  
CLARKE COUNTY GA.  
DEC 3 3 49 PM '80  
RECORDED  
BOOK 422 PAGE 573  
DATE RECORDED 11/27/80  
SOLICITORS GENERAL

BOOK 422 PAGE 573

WARRANTY DEED

Form No. 218

STATE OF GEORGIA, Glynn County

THIS INDENTURE made and entered into this 1st day of December

in the year of our Lord One Thousand Nine Hundred and Eighty Oliver Bradford Land, Jr. of the County of Dougherty, Mrs. Joyce Land Fendig of the County of Glynn, State of Georgia, Mrs. Charlotte Land Williams of the County of Clinch, State of Georgia, and Mrs. Gloria Land Johnson of the County of Floyd, Indians, State of GEORGIA as Parties of the First Part,

James E. Hanks, Jr. and Bonnie K. Hanks

of the County of Clarke

State of Georgia, as Parties of the Second Part,

WITNESSETH, that the said Parties of the First Part, for and in consideration of the sum of

Ten (\$10.00) Dollars and other valuable considerations

in hand paid, at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged

have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Parties of the Second Part, their

heirs and assigns, the following described property, to-wit:

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the City of Athens, Clarke County, Georgia, and being shown on plat entitled "Survey for O. B. Land Estate" by Landmark Engineering Corporation, dated October 31, 1980, recorded in Plat Book 18, page 192, in the Office of the Clerk of the Superior Court of Clarke County, Georgia, and being particularly described as follows:

Beginning at an iron pin on the westerly side of the right of way of Pope Street on line of property of Archie W. Riley, said iron pin being 392.4 feet northerly of the right of way of Baxter Street as measured along the westerly side of the right of way of Pope Street; running thence south 86 degrees 27 minutes west 238.1 feet along said line of Archie W. Riley and line of Dan Alan Orme to an iron pin; running thence north 6 degrees 07 minutes west 196.5 feet along line of Friendship Inns, Ltd., line of Mrs. Louise Crow Webb, and line of Guy B. Scott, Jr. to an iron pin; running thence north 88 degrees 37 minutes east 203.5 feet along line of property of Eugene I. Johnson to an iron pin on the westerly side of the right of way of Pope Street; running thence along the westerly side of the right of way of Pope Street south 16 degrees 33 minutes east 193.5 feet to the beginning iron pin.

The dwelling situate on said property is known as No. 392 South Pope Street according to the present system of numbering houses in the City of Athens, Georgia.

This being the same property described in deed from Mrs. Ethel Allgood Land, by Albert Fendig, Jr., her attorney in fact, to Oliver Bradford Land, Jr., Gloria Land Johnson, Charlotte Land Williams and Joyce Land Fendig, dated April 4, 1980, recorded in Deed Book 418, page 824, in said Clerk's Office.

Clarke County, Georgia Seal Exacts Transfer Tax Paid \$ 70.00 Date DEC 3, 1980 Deputy Clerk of Superior Court

BOOK 422 PAGE 874



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RECORDED IN THE  
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OF THE SUPERIOR COURT  
OF THE COUNTY OF  
DEKALB, GEORGIA  
ON 3 30 '80

RECORDED IN THE  
CLERK'S OFFICE  
OF THE SUPERIOR COURT  
OF THE COUNTY OF  
DEKALB, GEORGIA  
ON 3 30 '80

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*[Faint, mostly illegible text, likely the body of a deed or contract.]*

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of the said Parties of the Second Part, their heirs, executors, administrators and assigns, in Fee Simple, and will forever defend the right and title to the above described property unto the said Parties of the Second Part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands, affixed their seals, and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of

*[Handwritten signature]*  
*[Handwritten signature]*  
  
BOOK 422 PAGE 874

*[Handwritten signature]* (SEAL)  
Oliver Bradford Land, Jr.  
*[Handwritten signature]* (SEAL)  
Mrs. Joyce Land Fendig  
*[Handwritten signature]* (SEAL)  
Mrs. Charlotte Land Williams  
*[Handwritten signature]* (SEAL)  
Mrs. Gloria Land Johnson

STATE OF GEORGIA,

Clarke

County.

14 12 27 11 '87  
RECORDED  
PAGE 257  
3-15-87  
between

THIS INDENTURE made and entered into the 10th day of July in the year of our Lord One Thousand Nine Hundred and Eighty-seven

CRANE PROPERTIES, INC.

of the County of Clarke, State of Georgia, as Part y of the First Part, and

E & W AIR CONDITIONING CO., INC.

of the County of Clarke, State of Georgia, as Part y of the Second Part,

WITNESSETH, that the said Part y of the First Part, for and in consideration of the sum of

TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Dollars  
As granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do as grant, bargain, sell, alien, convey and confirm unto the said Part y of the Second Part, his

heirs and assigns, the following described property, to-wit:

All that tract or parcel of land together with all improvements thereon, situate, lying and being in the City of Athens, 216th District, GN, Clarke County, Georgia, being known and designated as Unit 13 and Unit 14 of The Tanyard Condominium, a Condominium Development under the provisions of the Georgia Condominium Act, as amended (Ga. laws 1975, page 689, et seq.) according to and as shown on a plat entitled "Survey for Tanyard Condominiums", dated August 15, 1984 by Landmark Engineering Corporation, J. R. Holland, Registered Surveyor, said plat being recorded at Condominium Plat Book 1, page 132, in the Office of the Clerk of the Superior Court of Clarke County, Georgia, together with all the rights, title and interest of the Grantor in said unit in the appurtenances thereto under the Declaration of Condominium for The Tanyard Condominium recorded at Deed Book 478, page 292, in said Clerk's Office, which plat and Declaration are incorporated herein by reference and made a part hereof.

Without limiting the generality of the rights, title and interest hereinabove described together with a present percentage of undivided interest in the common elements, common area and facilities of The Tanyard Condominium as defined in said Declaration.

This conveyance is made subject to an outstanding deed to secure debt from Snapfinger Development Co., Inc. to Athens Federal Savings Bank, recorded in Deed Book 555, page 268, aforesaid records; and as part of the consideration herefor, Grantee herein hereby assumes said indebtedness, agrees to pay same, and agrees to be bound by and perform according to all of the terms and provisions of said deed and note secured thereby.

TO HAVE AND TO HOLD the said described property, with all and singular, the rights, members and appurtenances thereto in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, his heirs, executors, administrators and assigns, in Fee Simple.

And the said Party of the First Part warrant and will forever defend the right and title to the above described property unto the said Party of the Second Part, his heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and official seal and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of

Crane Properties, Inc.

By: [Signature] (Exec.)

Attest: [Signature] Sec. (Exec.)

Notary Public, My Commission Expires 02/28/02

759ms179

WARRANTY DEED

Form No. 21

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CLARKE COUNTY, GA.

STATE OF GEORGIA CLARKE County.

Jul 16 4 09 PM '90

THIS INDENTURE made and entered into this 16th day of July  
in the year of our Lord One Thousand Nine Hundred and Ninety

DEED 1032  
DATE 7-17-90  
PAGE 272

E & W Air Conditioning Co., Inc.

of the County of Clarke, State of Georgia, as Party of the First Part, and

Barbara J. Redman and Leonard Chastkofsky

of the County of Clarke, State of Georgia, as Parties of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of the sum of

TEN THOUSAND AND OTHER VALUABLE CONSIDERATION

Dollars

in hand paid, at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged,  
has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do as grant, bargain,  
sell, alien, convey and confirm unto the said Parties of the Second Part, their

heirs and assigns, the following described property, to-wit:

All that tract or parcel of land together with all improvements thereon, situate, lying and being in the City of Athens, 216th District, GM, Clarke County, Georgia, being known and designated as Unit 13 and Unit 14 of The Tanyard Condominium, a Condominium Development under the provisions of the Georgia Condominium Act, as amended (Ga. laws 1975, page 609, et. seq.) according to and as shown on a plat entitled "Survey for Tanyard Condominiums", dated August 15, 1984 by Landmark Engineering Corporation, J.R. Holland, Registered Surveyor, said plat being recorded at Condominium Plat Book 1, page 134, in this Office of the Clerk of the Superior Court of Clarke County, Georgia, together with all the rights, title and interest of the Grantor in said unit and the appurtenances thereto under the Declaration of Condominium for The Tanyard Condominium as amended, recorded at Deed Book 478, page 292, and Deed Book 667, page 311, in said Clark's Office, which plat and Declaration are incorporated herein by reference and made a part hereof.

Without limiting the generality of the rights, title and interest hereinabove described together with a present percentage of undivided interest in the common elements, common area and facilities of The Tanyard Condominium as defined in said Declaration.

Clarke  
County, Georgia  
Real Estate Transfer Tax  
Paid \$ 57.00  
Date July 17, 1990  
Clerk of Superior Court

DEED 1032 PAGE 272

06494

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of the said Parties of the Second Part, their heirs, executors, administrators and assigns, in Fee Simple,

And the said Party of the First Part warrants and will forever defend the right and title to the above described property unto the said Parties of the Second Part, their heirs and assigns, against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto its set hand, affixed its seal, and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of

E & W Air Conditioning Co., Inc.

[Signature]  
[Signature]  
Notary Public, State of Georgia  
12, 1986

[Signature] (SEAL)  
[Signature] (SEAL)  
SEC. & TREAS.

STATE OF GEORGIA

BOOK 1032 PAGE 273

Tanyard Condominium Complex, 1986

STATE OF GEORGIA  
COUNTY OF CLARKE

FILED IN OFFICE  
CLERK SUPERIOR COURT  
CLARKE COUNTY, GA.

SEP 10 4 32 PM '86

RECORDED  
BOOK 667 PAGE 311  
DATE 9-22-86  
GOLDFREDSONS CLERK

FIRST AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
THE TANYARD CONDOMINIUM

THE FIRST AMENDMENT to the Declaration of Condominium for the Tanyard Condominium, made this 18<sup>th</sup> day of SEPT, 1986.

WITNESSETH:

WHEREAS, Snapfinger Development Co., Inc. as Declarant caused to be recorded a Declaration of Condominium for The Tanyard (the "Declaration"), which Declaration is recorded in Deed Book 478, page 282, Clarke County, Georgia; and

WHEREAS, pursuant to Article 2.11 of the Declaration and Exhibit "F" to the Declaration, the Condominium may be expanded under certain circumstances; and

WHEREAS, the addition to the Condominium shall be known as "Phase II, The Tanyard Condominium", as shown on the plat of survey entitled "Survey for Tanyard Condominium, Phase II" prepared by Landmark Engineering Corporation dated SEPTEMBER 4, 1986 (hereinafter referred to as the "Phase II Plat"), recorded in Condominium Plat Book 1, page 201, Clarke County, Georgia

- 1 -

BOOK 667 PAGE 311

SEP 22 1986

Records; and

WHEREAS, the Phase II improvements are shown on those certain plans and drawings entitled "Plans for the Tanyard, Phase II", dated Sept. 18, 1966 (hereinafter referred to as the "Plans") which plans are recorded in Plan Drawer No. 106, in the Office of the Clerk of the Superior Court of Clarke County, Georgia; and

WHEREAS, John Greenis the developer of said Phase II; and

NOW, THEREFORE, the undersigned hereby declare that the property described in Exhibit "A", attached hereto, incorporated herein and expressly made a part hereof by reference, including any improvements located thereon, is hereby submitted and made subject to the form of ownership set out in the Georgia Condominium Act (Title 44, Chapter 3, Article 3 of the Official Code of Georgia; Acts 1975, pp. 609 et. seq.) and said property is hereby made subject to the Declaration and this Amendment. The property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Act, the Declaration and this Amendment to the Declaration. Every grantee of any interest in the property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance shall reference the Act, the Declaration or this Amendment, and whether or not said deed other conveyance shall be signed by such person, and whether or not such

- 2 -

BOOK 667 PAGE 312

person shall otherwise consent in writing, he or she shall take subject to the provisions of the Act, the Declaration and this Amendment and shall be deemed to have assented to the same.

ARTICLE I

STATUTORY REFERENCE

1.01 Georgia Condominium Act. This First Amendment to the Declaration is made pursuant to Title 44, Chapter 3, Article 3 of the Official Code of Georgia Annotated, as amended (Acts 1975, pp. 609, 611).

1.02 Definitions. The terms used in this Amendment, unless otherwise specified or unless the context otherwise requires, shall have the meanings specified in Title 44, Chapter 3, Article 3 of the Act. In addition, when used in this Declaration (unless the context otherwise requires), the following words shall have the following meanings:

(a) "Association" shall mean and refer to The Tanyard Condominium Association, Inc., a nonprofit Georgia corporation, its successors and assigns.

(b) "Property" shall mean and refer to the real property described in Exhibit "A", attached hereto, incorporated herein and expressly made a part hereof by reference, which is hereby submitted to the form of ownership prescribed in the Act and the Declaration and to the provisions of the Declaration as

amended hereby.

(c) "bylaws" shall mean the bylaws of the Association which are recorded with the Declaration as Exhibit "G".

#### ARTICLE II

##### PERCENTAGE INTEREST IN COMMON AREA

Exhibit "D" to the Declaration is hereby deleted in its entirety and in lieu thereof, the Exhibit "D" attached hereto, incorporated herein and expressly made a part hereof by reference shall determine the number of votes in the Association and the unit owners' respective percentage interest in the common areas of the Condominium. Each unit owner's liability for future common expenses shall also be determined in accordance with Article 4.03 of the Declaration and Exhibit "D" attached hereto.

#### ARTICLE III

Except as modified hereby, the original Declaration, dated August 22, 1984 is hereby ratified and affirmed.

#### ARTICLE IV

The terms and conditions of this Declaration shall be governed by and construed in accordance with the laws of the State of Georgia.

#### ARTICLE V

This Amendment to the Declaration was prepared by Thomas H. Rogers, Jr., Cook, Noell, Tolley, Aldridge & Morris, P. O. Box

- 4 -

BOOK 667 PAGE 314

1927, Athens, Georgia 30603.

ARTICLE VI  
RECORDATION

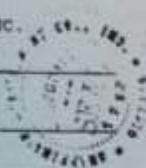
This First Amendment to the Declaration is to be recorded in the Office of the Clerk of the Superior Court of Clarke County, Georgia pursuant to O.C.G.A. 144-3-74.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be properly executed and sealed the day, month and year first above written.

SNAPPINGER DEVELOPMENT CO., INC.

BY: [Signature]  
PRESIDENT

ATTEST: [Signature]  
SECRETARY



[CORPORATE SEAL]

Signed, sealed and delivered as to Snappinger Development Co., Inc.

Witness: [Signature]

Notary Public

[Signature]  
JOHN GREEN

Signed, sealed and delivered as to John Green

Witness: [Signature]

Notary Public

ALL that tract or parcel of land, together with all improvements thereon, situate, lying and being in Athens, Clarke County, Georgia, and hereinafter described as follows:

BEGINNING at an iron pin on the west side of South Pope Street, which pin is 582 feet north of Baxter Street, and running thence along Pope Street north 15 degrees west 85 feet to an iron pin; thence south 88 degrees west 200 feet to an iron pin; thence north 85-1/2 degrees 7 degrees east 90 feet to an iron pin; thence north 85-1/2 degrees east 212 feet to the beginning iron pin on Pope Street;

THE dwelling situate upon said tract of land being known as 370 South Pope Street according to the present system of numbering houses in Athens, Clarke County, Georgia

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EXHIBIT "A"

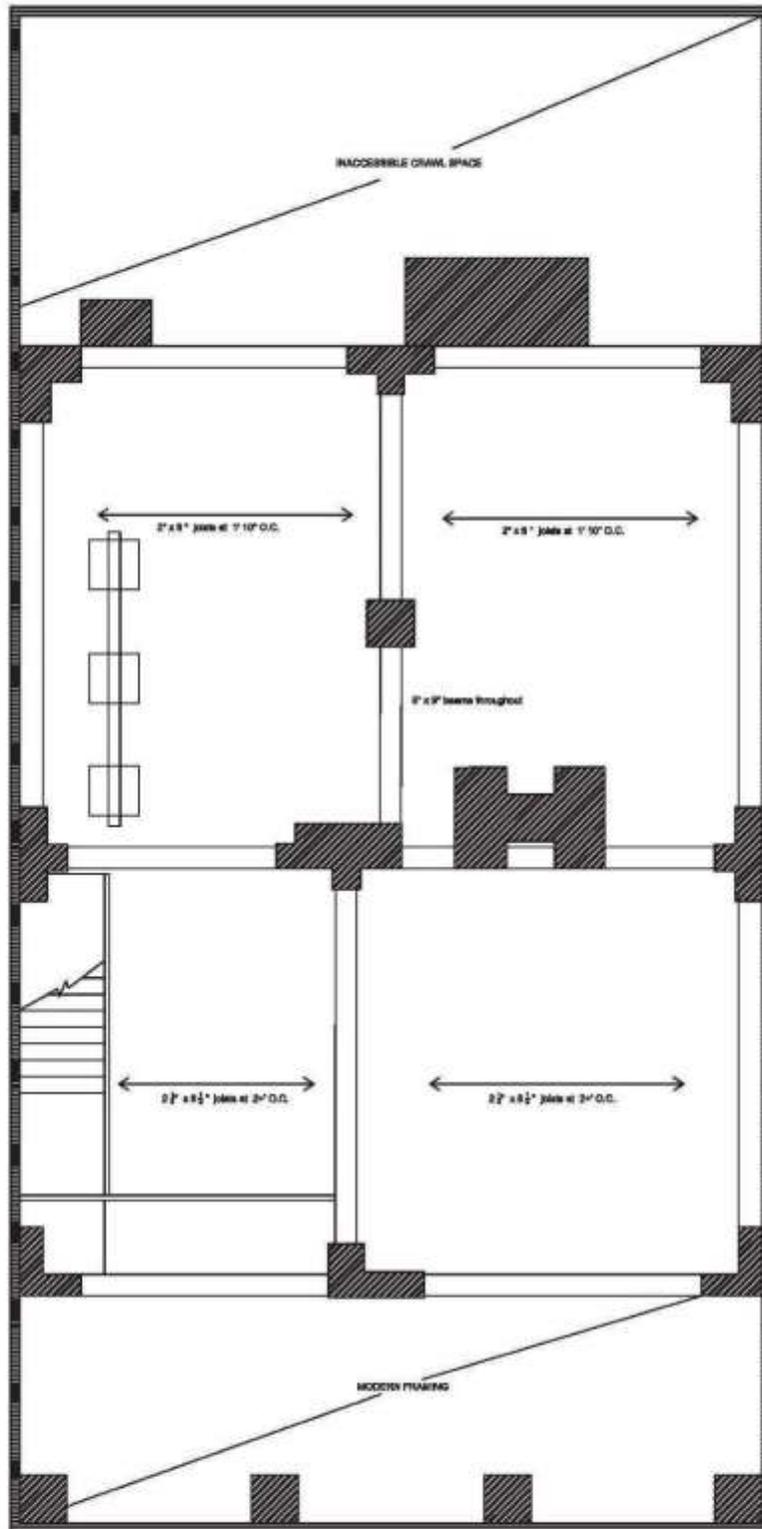
EXHIBIT "D"

UNIT INFORMATION FOR THE TANYARD

<u>Unit No.</u>	<u>No. of Votes in Association</u>	<u>Percentage Interest in Common Area</u>
1	1	4.7619
2	1	4.7619
3	1	4.7619
4	1	4.7619
5	1	4.7619
6	1	4.7619
7	1	4.7619
8	1	4.7619
9	1	4.7619
10	1	4.7619
11	1	4.7619
12	1	4.7619
13	1	4.7619
14	1	4.7619
15	1	4.7619
16	1	4.7619
17	1	4.7619
18	1	4.7619
19	1	4.7619
20	1	4.7619
21	1	4.7619

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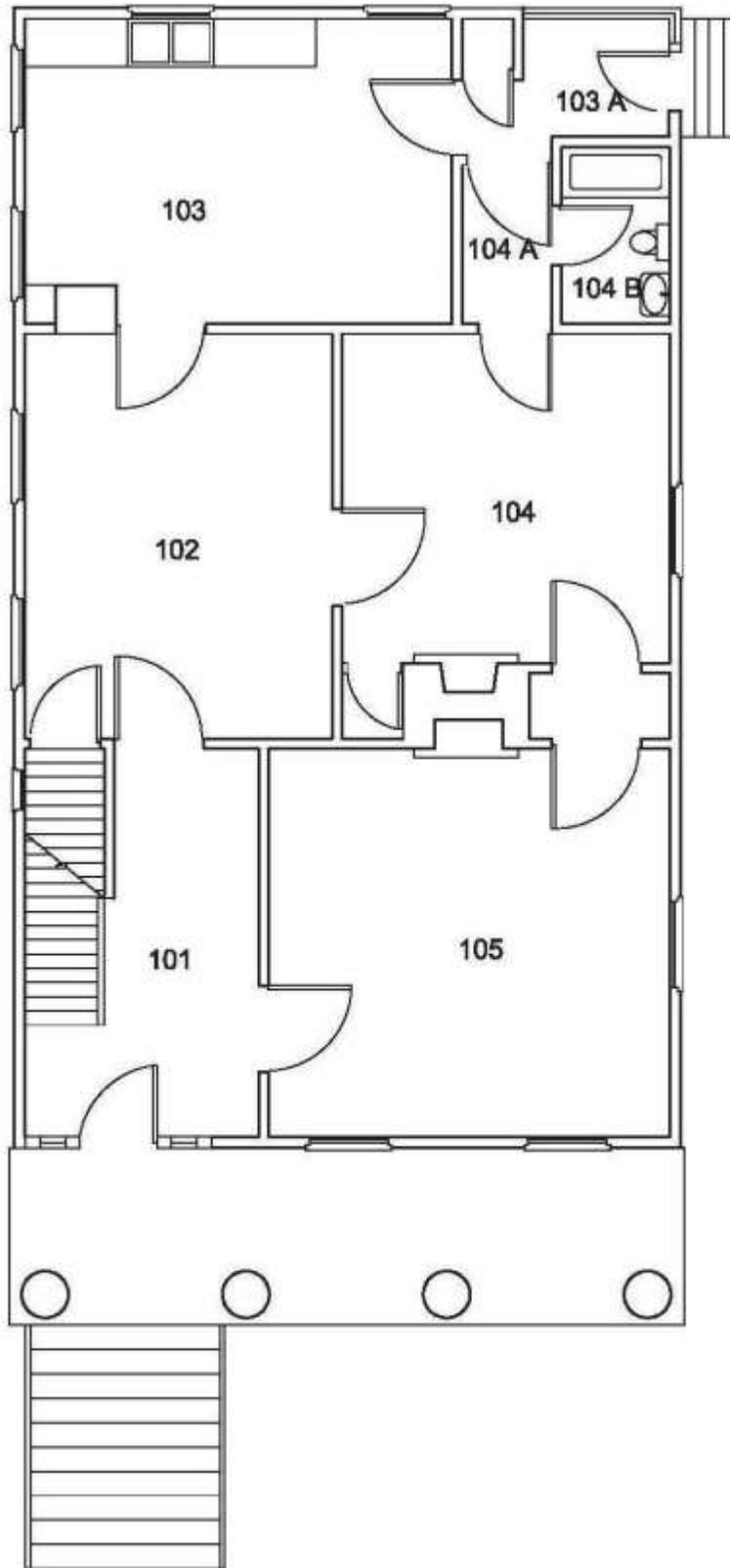




Tanyard  
Basement Plan



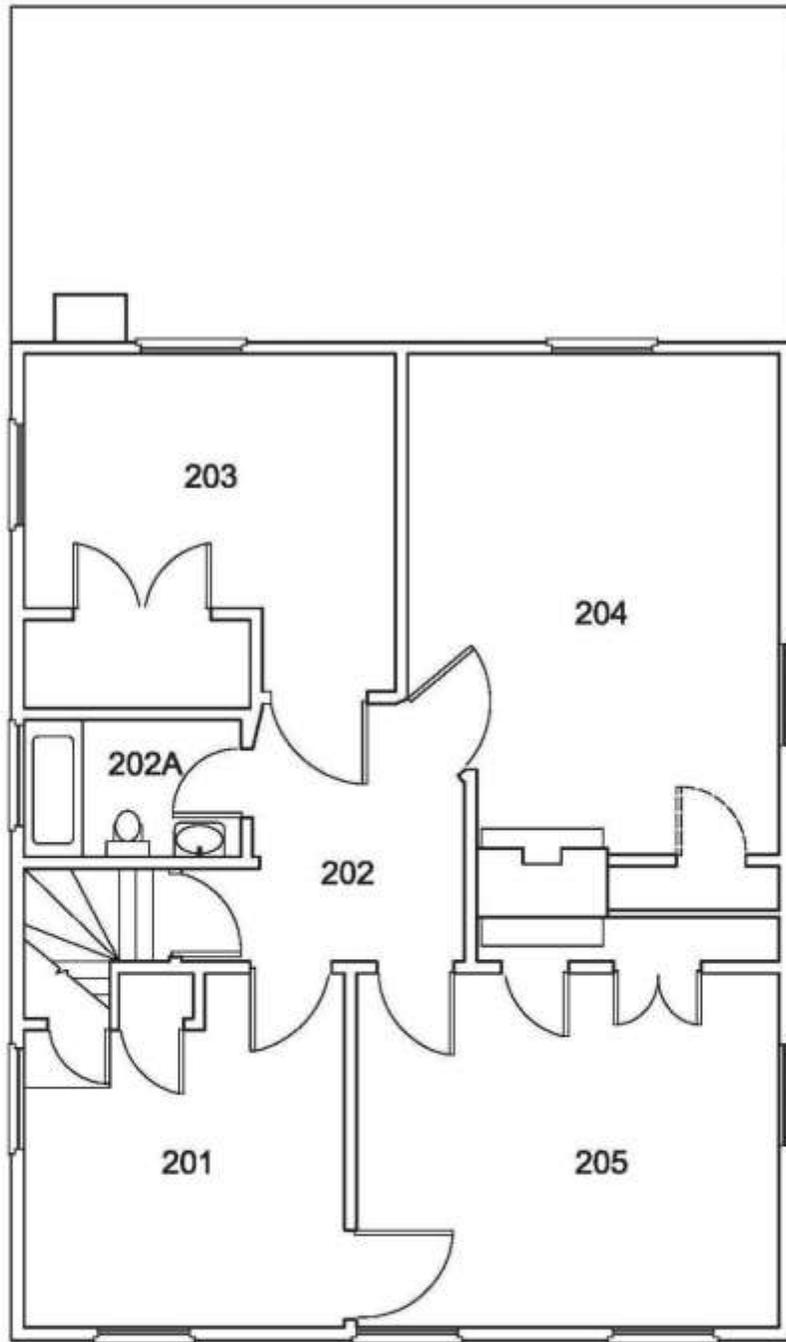
SCALE: 1/4" = 1'-0"



Tanyard  
First Floor Plan



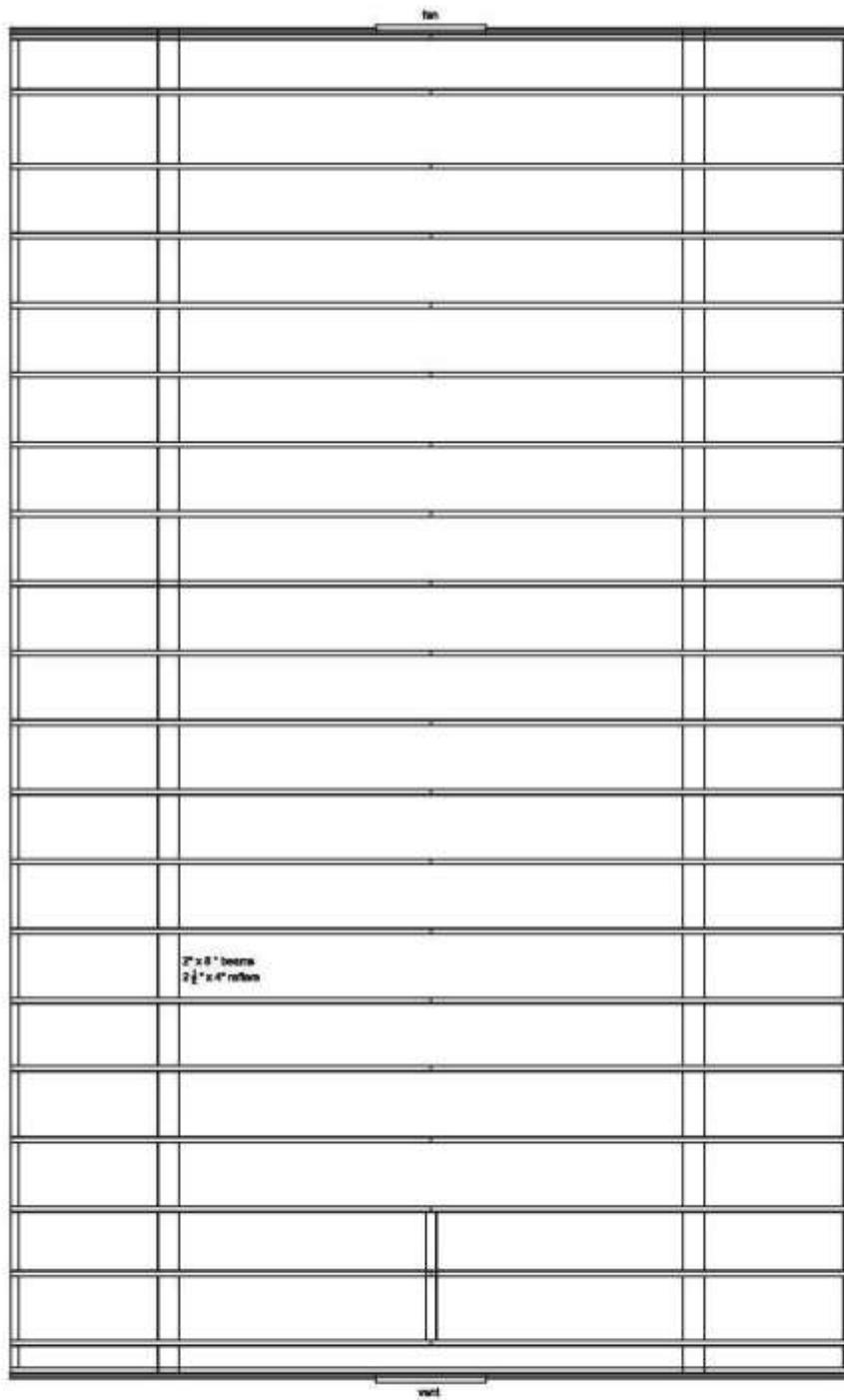
SCALE: 1/4" = 1'-0"



Tanyard  
Second Floor Plan



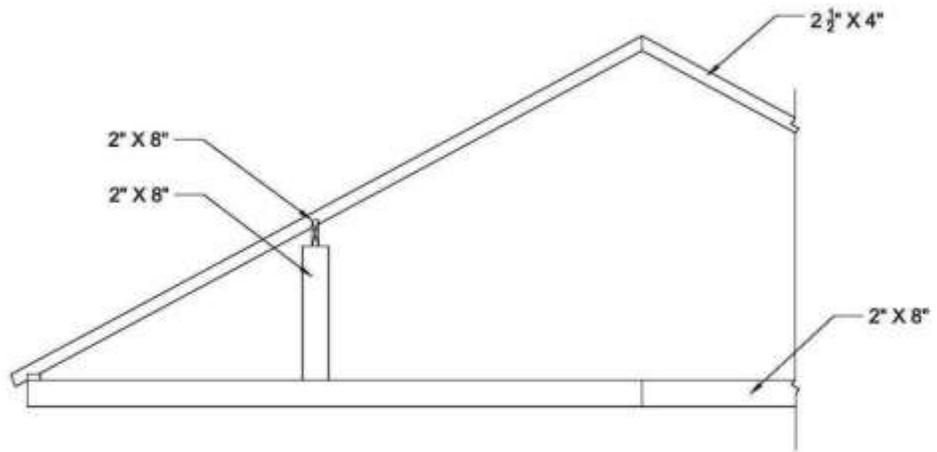
SCALE: 1/4" = 1'-0"



Tanyard  
Roof Plan



SCALE: 1/4" = 1'-0"



Tanyard  
Roof Section

