



The  
2023  
Rent-To-Own  
Guide  
for Georgia

by John Adams

**You can Profit with this WIN-WIN STRATEGY  
by Offering Your Residents a Clear Path to  
Home Ownership on Terms They Can Afford.**

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If you are holding this book in your hands, please know that this printed version is a snapshot of how the book and some of its resources appeared to readers of the ONLINE VERSION on one particular morning. Since that time, many changes will have been made, and the only way to keep up with them is for you to join our ONLINE COMMUNITY. These changes reflect the litigious world in which we live, and include the following areas:

1. Changes in the laws of Georgia. (rent control, licensure, property tax)
2. Changes in the law of other states (ie abandonment in FL & CA)
3. Changes in federal law or regulations (like DODD FRANK, lead based paint, HUD)
4. Changes in rules & regulations of the Georgia Real Estate Commission
5. Court rulings in state & federal courts (rulings of magistrates are largely ignored)
6. Common Practice in courts (jurisdiction, push to mediation = Consent Decree)

7. Advances in technology (Google Voice, video, cloud storage, texting, email etc.)
8. Advances in software and products (ie MySmartMove.com, ClearNow.com)
9. Changes in society as a whole (almost all renters now carry smartphones)
10. Changes in hot button issues (premises liability, locks, asbestos, radon, lead)
11. Issues raised by other landlords (seizure of property under RICO Act)
12. Suggestions from the experience of members (pet leases & no smoking)

Keeping up with all these areas (and more) is almost a fulltime job in and of itself, and keeping the final product from being internally contradictory is a neverending task.

That's why we moved the book from a PRINTED VERSION to an ONLINE MEMBERSHIP SITE. The Killer Lease is also available to LLSG members online, and all forms are available only online.

You are welcome to visit me at Money99.com for details of our membership services. I also invite you to join me every week at our Real Estate Coffee Break on the internet. As of this moment, we meet every Saturday at 11am ET for a 60 minute update on real estate strategies, tips and ideas you can use to save money, make money, and build cash flow and net worth. That web site is RealEstateCoffeeBreak.com .

## 2023 Edition A

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# The Georgia LEASE to OWN Real Estate Seminar

## Chapter 1: The PROGRAM

In a nutshell, the landlord offers the prospective tenant a three year lease with an option to purchase the property at a specific price anytime during the term of the lease. The traditional security deposit is largely replaced with a non-refundable option fee.

If the tenant exercises the option and purchases the house, the option fee is applied toward the purchase price. In addition, the monthly rent is supplemented by a non-refundable monthly option component of \$100. If the tenant exercises the option and purchases the house, an amount equal to DOUBLE the accumulated monthly option components is applied toward the purchase price.

As an example, if you agreed that you would be happy to sell your rental house anytime in the next three years for, let's say, \$125,000, and you wanted to rent it right now, you might use the RENT-2-OWN program as follows:

1. You advertise the house as a rental house with a Rent-2-Own option in which the tenant can build credits toward the purchase as outlined above.
2. Your ad draws interest from renters who want to buy but can't right

now for some reason. Maybe they just went bankrupt, maybe they have too many credit card bills, maybe they just got a bad divorce, maybe they have marginally bad credit. Whatever the reason, they know they can't buy now, but they would prefer to NOT rent. You tell them that even if they went bankrupt yesterday, it is possible to clean up a person's credit in three years and you can help them do it.

3. They look at the house and really like it. They are willing to rent it now and hope to be able to buy it at \$125,000 within the next three years. The price may be a bit high but they don't want to quibble. After all, you are agreeing to DOUBLE their monthly option component.

4. You take a complete rental application and tell them that, because they hope to buy the house, they need to talk to a mortgage loan officer today to find out if it is even possible. You send them to Charlie Smith at First Fidelity Mortgage, who meets with them and pulls a credit report. He tells them (and you) that even though their credit score is currently too low to qualify, he believes that their score can increase enough over the next 36 months to get them qualified for an FHA loan with a 5 percent down payment. But they have to pay all their bills on time and pay off some collection items showing on their credit report. They have enough income to qualify otherwise, but only about \$2500 in available cash.

5. They agree to meet with Charlie Smith quarterly and do everything he recommends to boost their credit score. Charlie also reviews your option agreement and agrees that the non-refundable option fee can properly be considered as down payment. He also agrees that \$200 per month credit is not excessive or unreasonable.

6. Normally you would ask for \$995 in rent and a security deposit of \$1000. But since they want to try to buy the house under the RENT-2-OWN program, the security deposit is reduced to \$200.

7. Under the program, they pay a NON-REFUNDABLE option fee of \$2000 to obtain the Option to purchase the house for \$125,000

anytime during the next 36 months. In addition, they agree to pay an additional \$100 monthly, over and above the \$995 rent, as a monthly option fee.

8. As soon as they qualify to get the FHA loan, they can choose to exercise the option to purchase your house for \$125,000. But Charlie was right, and it takes them the whole 36 months. They formally exercise their option at the end of the 3 year lease, and make arrangements to close the loan 3 years after they moved in.

9. Because they have made all their payments on time, they get a rent credit of  $36 \times \$200 = \$7,200$ . In addition, they get back their \$2000 option fee as another credit. So a total of \$9,200 is available to the buyers as a credit toward the purchase price of \$125,000.

10. They will need 5% for a down payment (\$6,250) and about 2.5% for closing costs (\$3000), which totals \$9,250. They will need to bring \$50 to the closing table, as the lender accepts your credit as a prepayment on their part. They will have to pay prepaid items like tax proration, escrow set-up, and a mortgage insurance premium just like anyone else buying a house.

You pay no 7% real estate commission and no closing costs and no discount points and no referral or funding fees, saving you  $\$8750 + \$3000 + \$1000 + \$1000 = \$13,750$ .

11. By the way, during the term of the lease, you reminded them that, since they were buying the house, it was only natural that they would want to take good care of it during the rental. As part of the option consideration, they agree to pay for all repairs up to \$500. Any repair exceeding that amount is your responsibility.

12. In this scenario, your tenants exercised their option and actually purchased the house. But what would happen if they got to the end of

three years and decided they just did not want to buy that house. Maybe they need to move to California to be near relatives. Maybe they are getting a divorce. Maybe they have had 3 kids in 3 years and the house is just too small. Or maybe they tried to improve their credit score, but they slipped up and it is now as bad as before. What happens then?

13. If, for any reason, they do not exercise their option to purchase prior to the end of 36 months, then the option expires and is no longer in force. The non-refundable option fee of \$2000 and all rent and option fees paid are forfeited. If the property is returned in a clean, ready-to-rent condition, then you would have to refund their security deposit of \$200.

14. If the tenants failed to qualify but still wanted to buy, you might choose to agree to a 12 month extension of the lease and the option. You also might choose to raise the rent by fifty bucks per month and to raise the purchase price to \$130,000 since three years have gone by. If you prefer, you could simply choose to not offer a new option.

15. Also, if they failed to qualify, but you still wanted to sell the house, you could agree to offer them owner financing for a period of time. If a loan is currently on the house, you could sell the house to them using a “wrap-around” mortgage at a higher interest rate. If you did this, it might violate the due-on-sale clause of the underlying mortgage.

It's important to remember that almost any aspect of this scenario is negotiable, but the bottom line here is this:

If you, as a landlord, will provide a tenant with a CLEAR PATH TO HOME OWNERSHIP, then your rental becomes more attractive than the vast majority of homes being offered for rental.

Most tenants believe they want to buy, but something is holding them back. It may be cash for a down payment, or it may be poor credit, or it may be a recent bankruptcy. Whatever the reason, you can often

help the tenant overcome that hurdle through a RENT-2-OWN program.

You can be as generous or as stingy as you choose to be.

For example, in steps 4 and 5 of the above scenario, you could meet with them on a monthly basis and help them review their financial situation. You could enroll them in “good credit” programs that are sponsored by local financial institutions. Or you might prefer to have a more “hands-off” attitude, allowing them to meet with their lender as they see fit.

Or maybe under step number 7, if your true goal was to receive only \$995 net per month, you could lower the rent component to \$895 and take the hundred in option component as additional rent for a monthly total of \$995 instead of \$1095.

Likewise, you can require more or less for the non-refundable option fee, depending on how much you want to get your property rented right now and how much your tenant has. I once was involved with a prospective tenant/buyer who said he was prepared to make a non refundable option fee payment of \$50,000 if I would lower the monthly rent payments substantially. (No it didn't come to fruition!) But you never know how much cash someone can get hold of when yo start talking about buying a house.

In Chapter 3, we will examine each paragraph of the Option Agreement and talk about your choices. How you decide to structure your program will likely be driven by your long term goals regarding that particular house.



## Chapter 2: The BENEFITS of this PROGRAM

I first heard about a RENT-2-OWN program from Mr. Robert Locke of Crown Management at a seminar he gave many years ago. His goal was to sell as many houses as possible because his owners wanted to sell and he earned a commission. At the time, the program made no sense to me because all my houses were full anyway, and I have no interest in selling any of my properties.

Why would I set a price now and agree to sell it for that in 3 years?  
Who knows how much it might be worth in 3 years?

The first one of these I ever did was a crudely written option attached as a special stipulation to a 2 year lease I had with an attorney. That was before I had learned to be extremely careful of dealing with attorneys.

It read something like this:

During the term of this lease agreement, tenant shall have the option to purchase this property for cash or cash equivalent at a purchase price to be determined as follows. At time of exercise, both tenant and landlord shall independently have the property appraised by a licensed appraiser under FNMA guidelines. The purchase price shall be the average of the two appraisals. At time of purchase, landlord shall give to tenant a credit of \$100 per month of occupancy prior to purchase, and that credit shall apply toward purchase price.

I wasn't too happy with this, but the tenant insisted that he had to have an option and that he would buy the house within the 2 years. I accepted the stipulation.

Sure enough, 24 months later he called me up and says he wants to buy the house. Amazingly, my appraisal came in a \$148,000 and his came in at \$151,000. So we split the difference and agreed upon \$149,500. Both of us ended up happy with the deal.

Since then, the market has changed dramatically. Because of our current economy, there are many more houses available for rent than there are renters to occupy them.

Many owners who are unable to make their mortgage payments are moving in with relatives and trying to rent out their own homes to cover the payments.

In addition, lenders have tightened their guidelines and increased the amount of down payment most buyers must have. Credit score minimums have been raised. Frankly, it's harder than ever for the average young couple to buy a house, even though most still want to do so.

In an economy where there is high unemployment and a glut of rental houses and apartments, the RENT-2-OWN program works like a charm. Here are the benefits I have enjoyed:

## 1. You can Rent Your Property FASTER.

By offering a path to home ownership, you are greatly expanding your potential audience.

Offer your rental-purchase opportunity to the large group of potential buyers who can't qualify under current Fannie Mae or FHA guidelines. And those restrictions are set to get worse in the next 24 months as lenders continue to overreact to the mortgage meltdown and recession. Smart renters know they want to purchase, but are prevented from doing so. You can help them improve their credit and build up the funds needed to buy with your program.

## 2. Rent for More Money Monthly.

In addition to market rent, you will collect an additional monthly "option component" that goes in your pocket. I have found that \$100 works for me because it's not too burdensome and it's easy to calculate the doubling of  $\$100 \times 36$  into \$7,200.

Because you are offering a future credit against purchase price in exchange for this payment, you get the money now and it is repaid out of your equity only if the option to buy the house is exercised and a purchase on your terms becomes a reality. And because you are receiving more income monthly, your cash flow looks that much better on paper during the lease.

## 3. Rent for MORE CASH UP-FRONT

The traditional rental security deposit is usually about the same as the first months rent. Under the RENT-2-OWN program, you still charge a security deposit (to legitimize the lease) but it can be reduced dramatically. Then, when you sign the lease, you charge a larger "non-refundable option fee" that can be as much as you choose to collect, even ten or twenty thousand dollars.

Sure, you can decide to require no more than a traditional security deposit, but most prospective buyers can come up with some cash if they see a great opportunity to buy instead of just renting. You can even adjust this requirement based on your desire to deal with these particular applicants. In most cases, you will find it easy to charge as much as twice as much as you would normally need for the security deposit.

#### 4. Rent to Renters Who Will TAKE GOOD CARE of your PROPERTY

Your tenant-buyers will take good care of your property because they plan to buy it. They have a vested interest in seeing the property in good condition. In addition, as a part of the consideration for the option agreement, the tenant becomes responsible for most repairs. Minor maintenance calls become a thing of the past, and you'll find your tenant calling you asking if he can upgrade systems and cosmetics at his own expense. After all, he is simply acting like an owner!

We typically limit the maximum amount of repairs to about \$500 because the tenant just won't pay them and you would end up having to make the repairs at your expense anyway.

#### 5. Rent Your Property to HAPPIER TENANTS

Your tenant-buyers will be more satisfied with their home as they build equity in your house month after month and as you help them achieve their goal of building their credit and obtaining loan approval. And the truth is that this is a good deal for the tenant. Instead of throwing his money away on rent month after month, he is set on a realistic and achievable path to home ownership.

This was perhaps the biggest surprise I have had in relation to this program. When it works, it really works well. Our experience is that about one in three renters under this program will actually follow through and buy the house. The others either conk out during the term

of the lease or complete their term and decide to not buy.

## 6. Rent your Property for LONGER TERMS

Lease-Option your property for up to three years at a time as your potential buyers work to build their credit and qualify for loan approval. This helps you avoid annual vacancy periods and major turnover expenses. We have found 36 months to be a good choice for two reasons.

First, it specifically does not violate the due-on-sale clause found in most mortgages. I am not afraid of that, but there's no reason to provoke a lender unnecessarily. And second, almost any credit problem can be fixed in 36 months, at least enough to get an applicant qualified to go buy their own home. Even a bankrupt applicant can get qualified for an FHA loan in less than 3 years if they keep their nose clean and pay their bills promptly.

I dare you to figure up what it typically costs you every time a tenant moves out. At a minimum, you will lose one month rent plus carpet cleaning, painting and minor repairs. Instead, put that \$2,000 in your own pocket.

## 7. Rent Your Property to a Potential Buyer Who Will Pay TOP PRICE

Lease-Option your property to Prospects who are much more concerned about FINANCING than they are about PRICE. Once they are told that the program will generate enough for them to pay no closing costs and no discount points, they don't quibble about the price.

Remember that the price you set must be reasonable, because the lender will insist on a new appraisal when the buyer exercises their option. If it won't appraise, you can't sell it unless you carry the financing yourself or wrap the first.

In addition, they typically take the house in "as-is" condition with no property inspector to kill the deal with unneeded repairs. No 7% real estate commission, no 1% referral fees, no "post inspection" repair costs, no 3% closing costs. Simply give them a chance to buy when no one else will give them a chance.

## 8. Use EXCESS APPLICANTS as GUARANTEED TENANTS

On more than one occasion, our ads have generated more applicants that we could handle. If you choose, you can select the most qualified (in terms of cash and credit score) and go out and buy a house for them to rent from you under the program.

Excess applicants thus become guaranteed buyers for the next house you buy. You can even allow them to select their own neighborhood and make your down payment for you.

That's because you are bound to eventually run across applicants with bad credit but substantial cash available. Show them how to get on the road to ownership. The key here is that you are providing a CLEAR PATH TO HOME OWNERSHIP!

## 9. Rent To Take Advantage of TAX FREE EXCHANGE RULES

So what do you do when the renter actually exercises the option and wants to buy? If, after three years, the renter-buyer decides to exercise his option to purchase, you'll have plenty of warning. This will allow you to utilize IRS Section 1031 Exchange rules to replace the property you are selling tax-free with one (or preferably two) low-priced replacement properties that you can use to grow your portfolio and repeat the process.

The alternative is not too bad either: Simply sell the house and pay

the taxes on your long term capital gains. The current tax rate on LTCG is 15% federal and 6% State of Georgia, for a total of 21% on your PROFITS. Personally, I hate paying any taxes, and I tend to keep my properties for decades rather than just a few years, so I rarely sell without going into an exchange.

## 10. Rent Your Properties to CREATE LONG TERM WEALTH

Let's say you are approaching the point in your real estate career where you are getting tired of toilets and tenants, and just want to get a check every month. One way of doing that is to carry the mortgage your self and become a banker rather than a landlord.

If you own the property free and clear, it's easy to set up a relatively high interest loan situation and install a substantial pre-payment penalty so you can't be paid off early.

If there is an existing first mortgage, you can consider wrapping your existing mortgage and carrying the loan yourself. Even if the buyer can't qualify for conventional financing, you can take the place of the bank. You'll make money off the interest rate spread and build equity in the loan itself.

## Chapter 3: The DOCUMENTS explained in detail

What is your GOAL?

My goal is to rent my property quickly and easily to the best tenant possible, and to get the highest possible rent while minimizing expenses. As I said earlier, if the rental market is strong and your houses rent quickly, you may not need to offer this program. But in a tough market like this one, the program works

My goal is NOT to sell the house. But if they want it bad enough and are willing to pay my price, I will find a way to sell it to them and replace it with one or more replacement houses using Section 1031.

Your goal maybe TO SELL! If selling is what you want to do, this program makes it a lot easier.

What is RENT to OWN?

A standard lease agreement coupled with an OPTION TO PURCHASE and a standard Purchase & Sale Agreement.

The “up-front” money plus a portion of each month’s rent apply toward the purchase price if they buy.

What is the Benefit?

By presenting the tenant with a CLEAR PATH TO HOME OWNERSHIP, the Lease Option program attracts a better quality tenant at a higher rent and improves cash flow while minimizing management headaches.

It is truly win-win!



What are the documents?

1. A standard LEASE AGREEMENT allows the tenant to rent the house.
2. An OPTION TO PURCHASE grants the tenant the opportunity (but not the duty) to purchase under certain terms.
3. A PURCHASE & SALE AGREEMENT (also known as a standard sales contract) defines the terms and conditions of the proposed sale.

#### 1. The LEASE

This is the document that allows the tenant to possess the premises.

This is a separate, stand-alone document that will govern the rental if renter does not purchase.

Should definitely be in writing. Georgia law allows for leases up to one year in duration to be verbal, but most attorneys agree that's a bad idea. If the lease is just what you said, then it's his word against yours.

#### Leases Available

Plain Vanilla LEASE is a basic document meeting min requirements

Georgia Association of Realtors lease is bloated and confusing The

John Adams KILLER LEASE is designed to protect your property

#### 2. The OPTION to PURCHASE

This is the document that outlines the right of the buyer to purchase a certain property.

A separate, stand-alone document.

Tenant has opportunity (but not the responsibility) to purchase house.

### Elements of an OPTION

Beginning and EXPIRATION DATE

Property clearly identified

Must be in writing

Must name consideration

PRICE named or easily ascertained

Method of EXERCISE set forth

Signatures

### 3. Purchase & Sale Agreement

A written agreement spelling out all details related to the selling of a property from one party to another.

The GAR Purchase agreement is widely accepted and used by real estate professionals in Georgia. It is, in my opinion, neutral to the buyer and seller, but goes overboard to protect the agent.

What is the Lease Purchase Program?

Standard Residential Lease

+

Option to Purchase Agreement

+

Purchase & Sale Agreement

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Successful Lease w/ Option to Purchase

### 1. The LEASE is EASY

Use any lease you want

Chances are they won't buy

Get some amount as a security deposit (\$200)

The lease will rule for entire term

It should be a Stand Alone Document

They can ADD OPTION LATER

Get them to SIGN THE LEASE

Get the RENT FLOWING!

### 2. The OPTION has OPTIONS

What is the amount of the

NON-REFUNDABLE OPTION FEE?

Is there a MONTHLY CREDIT?

What is the TERM of the OPTION?

What is the PRICE? Is it FIXED?

What about REPAIRS?

### 3. The P&S Agreement is easy

If the tenant decides to exercise the OPTION to PURCHASE, this document will dictate the terms and conditions of the sale.

If unfamiliar, any real estate agent can help fill out the form. CONSULT YOUR ATTORNEY!

### The OPTION AGREEMENT

#### Non-refundable OPTION FEE

Monthly rent credit

Purchase price

Term

Repairs

### The OPTION FEE

Collect a NON-REFUNDABLE OPTION FEE of \$500 to \$ 10,000 as consideration for the option.

This amount applies toward the purchase price when they buy. It is identified in the agreement as NON REFUNDABLE, so if they do not buy, this fee is not refunded.

### Monthly RENT CREDIT

Collect a MONTHLY NON REFUNDABLE OPTION FEE of \$100 in addition to the rent.

For each monthly rent payment made "on time," offer an additional credit towards the purchase of \$200. If the tenant decides NOT to buy, this fee is NOT refundable.

### Purchase Price

You can set the price NOW that you will want to receive IF they buy. OR you can set a daily, monthly or annual escalator.

OR you can specify that the property will be appraised twice at the time the buyer exercises, and take the average of the appraisals AND you can set a minimum price.

What should the TERM be?

More than 3 years violates Due On Sale clause.

Less than 3 years is not enough to correct bad credit problems

3 years allows the tenant to truly get to know the house and neighborhood.

36 months locks tenant in for a nice lease term yet allows them the “clear path to HOME OWNERSHIP”

Who handles the REPAIRS?

It is LOGICAL that if the tenant is actually BUYING the house, then the TENANT should pay for all repairs.

That logic fails when a catastrophic repair hits, such as a failed furnace. He would likely refuse (& be angry).

The solution is to make tenant pay for all repairs up to a \$500 limit.

REMEMBER

Regardless of any contract or lease or option or anything you have in writing, if the tenant decides that they DON'T WANT TO BUY, they can walk away from this deal at any time.

If your goal is to sell the house, you MUST keep the tenant happy.

What's Likely to Happen?

Only 1 in 3 renters will exercise their option to buy the house

- Financial problems
- Divorce or death in family
- Job change or transfer
- Change in family size or needs
- Just not ready to buy at this time

If They Decide to BUY

You get a good price, no 3% closing costs, no 7% commission, no referral fees, no inspection repairs.

In addition to OPTION FEE, they get up to (36 x \$200) \$7,200 towards their down payment.

In addition, their credit is now greatly improved and they have achieved an important life goal.

If they DO NOT BUY:

You keep the OPTION FEE

You keep the monthly rent credits

You have had a good tenant who likely stayed more than 1 year.

If they didn't get loan approval but still want to buy, you can renew the option OR carry owner financing on a wrap-around mortgage

If they decide to BUY:

You can "tax-free exchange" the sale proceeds into one (or more) replacement properties.

You will know in advance so you can find a good deal for the replacement.

There is no inspection and no call for post inspection repairs.

If you like, buy them a home warranty as a house warming gift..

## The problem of REPAIRS

GA law specifies that landlords may not transfer responsibility for repairs. A Magistrates Court would ignore any lease provisions making the tenant responsible.

HOWEVER, the OPTION agreement is a separate document, and our theory is that an OPTIONEE can choose to legally take on repairs as additional consideration for the option.

The REPAIRS Issue:

- Has not been decided in any Georgia court of law.
- The Tenant would likely win in any dispossessory proceeding.
- IT'S NOT WORTH FINDING OUT

Solve the problem by limiting tenants liability and being generous. After all, if they move out, you will have to pay for the repair anyway!

## CHAPTER 4: The OPTION AGREEMENT in detail

### OPTION TO PURCHASE REAL ESTATE

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

This Option to Purchase Real Estate Agreement ("Option Agreement" or "Agreement") is made the day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, and all title holders to the property and/or assigns ("Optionor"), and \_\_\_\_\_ ("Optionee").

In this document, the owner of the property is called the OPTIONOR and the tenant/buyer is called the OPTIONEE.

1. WITNESSETH THAT: The Optionor, in consideration for being paid a Non-Refundable Option Fee of (\$) \_\_\_\_\_ and other good and valuable consideration, acknowledges that Optionee has an exclusive Option to buy the property described in this agreement.

This is where you insert the amount of the non-refundable option fee. We use the term non refundable so that there is no possible way the tenant/buyer might confuse it with a refundable security deposit.

2. THE PROPERTY: All that tract of land lying and being in Land Lot \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section of \_\_\_\_\_ County, Georgia, and being known as:

Address \_\_\_\_\_, City \_\_\_\_\_, Georgia, Zip Code \_\_\_\_\_, according to the present system of numbering in and around this area, being more particularly described as Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County, Georgia records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

It is vitally important that your property description be as accurate as possible. If you can get hold of one, it is best to attach a full legal description. If not, at least be sure the address is correct and try to get the correct land lot and district as well as Lot and Block and Subdivision along with Plat Book page.

3. TERM OF THIS OPTION AGREEMENT: This Option Agreement is for \_\_\_\_\_ year (s), and \_\_\_\_\_ month(s). This Option Agreement begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement expires at 11:59 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The term must be specified and the expiration time must be clear.

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4. OPTION EXTENSION: This Option Agreement may be extended for \_\_\_\_\_ year(s), and \_\_\_\_\_ month(s). For this to occur, the Optionor must first agree in writing to give the Optionee an extension, and the Optionee must pay a non-refundable Option Extension Fee of \$ \_\_\_\_\_.

If you want to be a good guy and tell them up front that you are willing to grant an extension for a certain number of additional dollars you may do so here. This paragraph is purely optional and at your pleasure.



5. PURCHASE PRICE AND METHOD OF PAYMENT: At the end of this Agreement, the purchase price of the Property to be paid by the Optionee at closing is:

\_\_\_\_\_ US Dollars, \$  
\_\_\_\_\_. It is to be paid in cash or its equivalent, less the Non-Refundable Option Fee in the amount of \$ \_\_\_\_\_ listed in Section 10 of this Agreement, and a (if any) pre-determined amount of each month's on-time rental payment (See Section 11).

If you choose to use a sliding scale purchase price, this is where you describe what the price will be at the end of the term. If you use a set price for the entire term of the option, this figure will be the same as the figure in paragraph 6. It is important that it be easy for all to determine what the price will be at any given date. This is also where you insert the amount of the NON REFUNDABLE Option Fee.

6. CURRENT PURCHASE PRICE: If the Property were purchased on the beginning day of this Agreement, the purchase price of the Property to be paid by the Optionee at closing would be:

\_\_\_\_\_ U.S. Dollars, \$ \_\_\_\_\_ .  
The purchase price for the Property will increase daily at a rate of \_\_\_ % per annum, starting on the day this Option Agreement begins and ending when the Property is purchased or when this Agreement terminates.

This is where you insert the price at the beginning day of the agreement, before any inflation adjustments are made. If you choose a set fee, you may insert zero in the rate of increase blank. I recommend not exceeding a reasonable inflation adjustment, maybe 6 percent per annum. I prefer a set price in a slow economy like this.

7. NO PRE-PAYMENT PENALTY: This Agreement has no pre-payment penalty. The Optionee may purchase the Property at any time up to the date this Agreement expires.

Self explanatory - the option may be exercised at any time.

8. OPTIONOR'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionor's mailing address is: \_\_\_\_\_ . The Optionor's telephone number is

8. It is important that all parties disclose in the instrument who the parties are and how they maybe reached for purposes of notice and to avoid charges of fraud. This paragraph is for owner disclosure.

9. OPTIONEE'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionee's mailing address is \_\_\_\_\_ . The Optionee's telephone number is \_\_\_\_\_ .

Same thing for tenant/buyer.

10. NON-REFUNDABLE OPTION FEE: \$ \_\_\_\_\_ of Optionee's Non-Refundable Option Fee will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain entire Non-Refundable Option Fee as liquidated damages.

This explains how much of the non-refundable option fee will be applied toward the purchase price at time of purchase. It can be as much or as little as the parties can agree on. I use 100%.

11. MONTHLY RENT CREDIT: \$ \_\_\_\_\_ of each month's rental payments that are received in a timely manner will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain any and all portions of rental payments that would have been applied to the purchase of the Property as liquidated damages.

This describes how much of each months rent payment will go toward a purchase credit. I usually add \$100 to the monthly rent in the lease, then give \$200 of each month's rent toward the purchase price. You can offer as little or as much as you choose and can then negotiate with the tenant.

12. NOT DELINQUENT: In order for Optionee to exercise this Option Agreement, Optionee cannot be delinquent and must be current on all rental payments owed for the Property.

This simply requires the prospective buyer to make payments "on-time" or run the risk of losing

the option.

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13. EXERCISING OPTION: Option must be exercised by written notice on or before the expiration date of this Option Agreement (including any agreed upon extensions). The Optionee must give the Optionor written notification of intent to exercise Option no later than thirty (30) days prior to purchase.

This specifies the form of notice required to exercise and the minimum notice period. Remember that if you plan to buy a replacement property under Section 1031 as a tax-free exchange, you have strict identification and closing time lines, so the more advance notice you have of your sale, the more time you have to look for a replacement.

14. PURCHASE AND SALE AGREEMENT: In the event the Optionee exercises Option to Purchase Property, the Purchase and Sale Agreement (see Attachment "A"), made a part hereof by reference, will dictate the terms and conditions of the sale of the Property.

Fill out a purchase and sale agreement in write "SEE ATTACHED OPTION AGREEMENT FOR PRICE" in the price section. You may want a lawyer to assist you in filling out the contract. Real estate agents often receive training and are legally able to fill out forms, but they can not render legal advice.

15. TIME: Time is of the essence for this Option Agreement.

This means the parties agree to do things in a timely manner.

16. SEVERABILITY: In the event any part of this Option Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Option Agreement.

It is impossible to know in advance whether or not a court might rule that one or more parts of any agreement are unenforceable. This paragraph says that if a court rules parts of this option agreement unenforceable, then the remaining parts are still in full force.

17. GOVERNING LAW: This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the state of Georgia. The parties herein waive trial by

jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in \_\_\_\_\_ County, State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not declared by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

Says that if any party sues the other, the trial will not be a jury trial and will take place in the

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specified county. Typically, this is the county where the property is located. It also provides for damages for the prevailing party and places a time limit of one year on litigation.

18. REPAIRS & MAINTENANCE: As additional consideration for purchasing the Property, Optionee agrees to maintain the Property and any appliances therein in same condition as when this agreement was first written. Optionee shall cause all repairs to be made in a professional and workmanlike manner, and Optionee agrees that failure to perform routine maintenance and needed repairs at the Property shall constitute an event of default under this agreement.

Makes tenant responsible for all repairs at the property. I recommend adding the sentence

“Optionee shall not be required to pay more than \$500 toward repairs in any one calendar month during the term of this option agreement.”

It is up to you. This provision may be in direct conflict with Georgia Landlord Tenant law, but may be enforceable since it is not part of the lease, but instead is part of the OPTION consideration.

Please discuss this carefully with your attorney.

19. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties, and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

There are no kickbacks or side deals. Everything should be disclosed in this document.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written. If more than one party is shown as Optionor or Optionee, and should less than all sign, then the party or parties signing warrant they are acting as agent to sign for any party not signing this Agreement.

It is best to have all parties sign, but this makes provision for absent owners.

As to Optionor, signed, sealed and delivered in the presence of:

\_\_\_\_\_ (Sign)

\_\_\_\_\_ (Sign) Witness

Optionor

\_\_\_\_\_ (Sign)

\_\_\_\_\_ Notary Public (Seal)

Optionor (Printed Name)

\_\_\_\_\_ (Sign) Optionee

\_\_\_\_\_  
Optionee (Printed Name)

**The property owner must sign in the presence of a NOTARY PUBLIC and a witness.**

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Instructions: Attach to this agreement "Attachment A" which is to be a Purchase & Sale Agreement to be utilized in the event Optionee exercises this option to purchase. Under Purchase Price, fill in with "See attached Option Agreement for Purchase Price." In most situations, this Option Agreement is to be executed simultaneously with a Lease Agreement, and this Option Agreement should be attached thereto and incorporated therein by reference. However, if it is the desire of the parties to do so, the Option Agreement may be added at any time after the Lease Agreement begins. It is advised that all parties consult their legal advisor before signing any legally binding documents.



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## CHAPTER 5: Implementing The Program

- Marketing & Advertising
- Explaining the Program
- Get Your Prospect Pre-Qualified
- Signing the DOCUMENTS
- Improving the Tenant's Credit
- Exercising the OPTION
- Going to CLOSING

Marketing & Advertising this program is just like renting any other property, except that you are now offering more than other rentals.

Use [www.AVAIL.com](http://www.AVAIL.com) for syndication and then create a website with [www.WIX.com](http://www.WIX.com) and offer lots of Photos accessible on the web. I recommend that you create your own Website & e-mail address for the property such as [315JohnsonAvenue.com](http://315JohnsonAvenue.com)

GOOGLE VOICE offers a local direct phone number for free that will always find you but allows you to remain in control of your life and keep your sanity. Never give a prospect or a tenant your home or cell phone number or you will end up having to change numbers.

Create a brief one page Information Sheet from your AVAIL.com page to hand out to prospective tenants and to tape on the inside of the windows at the property. Put up a large FOR RENT sign.

Explain the BENEFITS & Features of the RENT-2-OWN program

I use Direct Mail to nearby Apartment Dwellers because they would rather live in a house with a driveway than an apartment with no parking.



Drop off a Flier to Employment Centers Personnel Depts and nearby schools.

Have an Open House Sunday at 3pm

Program Features for TENANT

Let them know that the program is just like a lease, with rent & a security deposit. The difference is that the lease is for up to 36 months so they have time to build up some money before they buy. If they want to, they can buy early.

To enjoy the RIGHT to buy, we sign the Option Agreement giving them a RIGHT, not an obligation. They are not required to sign the option, but it's a good deal if they want to buy a house.

The Non-Refundable Option Fee is credited to them at closing as part of the purchase price. Try to get as much as you can, usually between \$500 and \$10,000. WHatever it is, it is applicable towards the purchase of the home. This is over and above the security deposit, and is NON REFUNDABLE.

The rent is raised by \$100 for the Monthly Option Component. That cumulative amount is double credited to them at closing as part of the price as well.

Program Benefits for TENANT:

## **CLEAR PATH TO HOME OWNERSHIP**

- Build Equity in House Every Month (much faster than typical mortgage)
- Credit Improves Every Month as they pay rent on time  
Pre-Approval from Lender lets them know this can work
- Typical Credit is 2k + 7.2k = \$9,200 enough to pay CC & down pmt. Typically No Down Payment Needed
- They can IMPROVE their House NOW
- Can truly say “We’re BUYING this!” during the rental period.

Get Tenant Pre-Qualified:

No Lender will commit 3 years out

Any Lender will pre-qualify

They Pull Credit Report & Score

“What will it take for these renters to qualify under FHA?”

Is it Credit, Income, or both?

Can The House Qualify?

Is The Plan Realistic? Get lender to agree on credit amounts.

Signing The Documents

If using the RENT-2-OWN program, follow these steps in this order:

1. Get Full Application & First Months Rent
2. Loan Pre-Qualification (phone or in person with lender)
3. Sign Lease w/ Move-In Inspection Forms
4. Get Security Deposit & put in escrow account
5. Sign Option Agreement
6. Get Non Refundable Option Fee & put in your pocket
7. Give Them The Keys

Improving Tenant's Credit:

Do You Really Want Them to BUY?

If so, have quarterly credit meetings

If not, let them take the lead

They have to qualify, not you!

[www.MyFico.com](http://www.MyFico.com) has excellent info on credit scores.

Consumer Credit Counseling Service

Even BANKRUPTCY can be overcome in 36 months You Provide a "Clear Path To Home Ownership"

When They Exercise The Option:

1. Insist on a dated Letter of Notice to YOU
2. Call Your Attorney to handle details
3. Send them back a Letter of Acknowledgment detailing the terms
4. Have your attorney provide Step-by-step instructions to buyer.
5. Warn them NOT to miss deadlines or they can lose the option.
6. Remind Them of All Terms
7. Help Them as much as you WANT



## CHAPTER 6: The PROBLEM of EQUITABLE TITLE

If things go sour and you try to evict the tenant under the lease, a RENT-2-OWN tenant may countersue and claim he has EQUITABLE TITLE in your house because he is actually BUYING it, not renting it.

His claim would be that you and he had agreed that this whole exercise in paperwork was just an elaborate sale of real estate, and that you can not evict him. And the court may agree. The court will be trying to determine what was the original intent of the parties.

If a court were to agree with your tenants, you would have to foreclose instead of evict. Instead, take the steps below to make sure it is apparent to everyone looking that you are LEASING rather than selling.

### How To Prevent Equitable Title Claim

1. Use a **Separate stand-alone LEASE** with no reference to any possible purchase.
2. Never use the word “buyer” in any communication. Say “tenant”. If the tenant can introduce letters from you referring to him as a “buyer” that may work against you.
3. Always get a Security Deposit. Even if it is a modest amount. Put it in an escrow trust account and keep it safe. Return it at the end of the lease.
4. YOU should pay **Taxes & Insurance**, not the tenant.
5. Use a separate Option Document.

6. One attorney I talked with suggested that the longer the term of a lease is, the more it looks like a sale to a judge. That would tend to make me think a one year lease might be better than a three year. Even so, we have always used three years.

**7. Repair Provisions should be in the OPTION AGREEMENT, not in the lease.**

Is It A Sale or a Lease?

8. Do not give overly large monthly rent credits. The more equity the tenant has, the more likely that some judge might decide to rule in his favor. Several attorneys suggested 20% as a maximum rent credit.

Always remember that anything you say or mail to the tenant can be used against you in court, so be careful what words you use. If it is clear that your original intent was to rent, you are better off.

We simply tell the OPTIONEE that they can NOT record the option in the county records because it is not yet exercised. Tell them it causes title problems and might cause the lender to invoke the due on sale provision. We prefer that nothing be recorded as it starts to look like a sale and it gums up the chain of title in the meantime.

**FINALLY: Consult With Your Attorney**

Only your attorney is qualified to help you review real estate documents and make sure they are appropriate for your individual situation.

OPTION TO PURCHASE REAL ESTATE

STATE OF GEORGIA  
COUNTY OF \_\_\_\_\_

This Option to Purchase Real Estate Agreement ("Option Agreement" or "Agreement") is made the day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_, and all title holders to the property and/or assigns ("Optionor"), and \_\_\_\_\_ ("Optionee").

1. WITNESSETH THAT: The Optionor, in consideration for being paid a Non-Refundable Option Fee of (\$) \_\_\_\_\_ and other good and valuable consideration, acknowledges that Optionee has an exclusive Option to buy the property described in this agreement.

2. THE PROPERTY: All that tract of land lying and being in Land Lot \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section of \_\_\_\_\_ County, Georgia, and being known as:

Address \_\_\_\_\_, City \_\_\_\_\_, Georgia, Zip Code \_\_\_\_\_, according to the present system of numbering in and around this area, being more particularly described as Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of \_\_\_\_\_ Subdivision, as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County, Georgia records together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property". The full legal description of the Property is the same as is recorded with the Clerk of the Superior Court of the county in which the Property is located and is made a part of this Agreement by reference.

3. TERM OF THIS OPTION AGREEMENT: This Option Agreement is for \_\_\_\_\_ year (s), and \_\_\_\_\_ month(s). This Option Agreement begins on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Agreement expires at 11:59 PM on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

4. OPTION EXTENSION: This Option Agreement may be extended for \_\_\_\_\_ year(s), and \_\_\_\_\_ month(s). For this to occur, the Optionor must first agree in writing to give the Optionee an extension, and the Optionee must pay a non-refundable Option Extension Fee of \$ \_\_\_\_\_.

5. PURCHASE PRICE AND METHOD OF PAYMENT: At the end of this Agreement, the purchase price of the Property to be paid by the Optionee at closing is:

\_\_\_\_\_ US Dollars, \$ \_\_\_\_\_ . It is to be paid in cash or its equivalent, less the Non-Refundable Option Fee in the amount of \$ \_\_\_\_\_ listed in Section 10 of this Agreement, and a (if any) pre-determined amount of each month's on-time rental payment (See Section 11).

6. CURRENT PURCHASE PRICE: If the Property were purchased on the beginning day of this Agreement, the purchase price of the Property to be paid by the Optionee at closing would be:

\_\_\_\_\_ U.S. Dollars, \$ \_\_\_\_\_ .  
The purchase price for the Property will increase daily at a rate of \_\_\_ % per annum, starting on the day this Option Agreement begins and ending when the Property is purchased or when this Agreement terminates.

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7. NO PRE-PAYMENT PENALTY: This Agreement has no pre-payment penalty. The Optionee may purchase the Property at any time up to the date this Agreement expires.

8. OPTIONOR'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionor's mailing address is:

\_\_\_\_\_. The Optionor's telephone number is \_\_\_\_\_.

9. OPTIONEE'S MAILING ADDRESS AND TELEPHONE NUMBER: The Optionee's mailing address is \_\_\_\_\_.

\_\_\_\_\_ . The Optionee's telephone number is \_\_\_\_\_.

10. NON-REFUNDABLE OPTION FEE: \$ \_\_\_\_\_ of Optionee's Non-Refundable Option Fee will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain entire Non-Refundable Option Fee as liquidated damages.

11. MONTHLY RENT CREDIT: \$ \_\_\_\_\_ of each month's rental payments that are received in a timely manner will be applied to the purchase of the Property. The closing must take place within the agreed upon Option period (See Section 3). If Optionee does not exercise Option to Purchase, then Optionor shall retain any and all portions of rental payments that would have been applied to the purchase of the Property as further liquidated damages.

12. NOT DELINQUENT: In order for Optionee to exercise this Option Agreement, Optionee cannot be delinquent and must be current on all rental payments owed for the Property.

13. EXERCISING OPTION: Option must be exercised by written notice on or before the expiration date



of this Option Agreement (including any agreed upon extensions). The Optionee must give the Optionor written notification of intent to exercise Option no later than thirty (30) days prior to purchase.

14. PURCHASE AND SALE AGREEMENT: In the event the Optionee exercises Option to Purchase Property, the Purchase and Sale Agreement (see Attachment "A"), made a part hereof by reference, will dictate the terms and conditions of the sale of the Property.

15. TIME: Time is of the essence for this Option Agreement.

16. SEVERABILITY: In the event any part of this Option Agreement be construed as unenforceable, the remaining parts of this Agreement shall remain in full force and effect as though the unenforceable part or parts were not written into this Option Agreement.

17. GOVERNING LAW: This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the state of Georgia. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in \_\_\_\_\_ County, State of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not declared by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained

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by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued, regardless of whether damages were otherwise as of said time calculable.

18. REPAIRS & MAINTENANCE: As additional consideration for purchasing the Property, Optionee agrees to maintain the Property and any appliances therein in same condition as when this agreement was first written. Optionee shall cause all repairs to be made in a professional and workmanlike manner, and Optionee agrees that failure to perform routine maintenance and needed repairs at the Property shall constitute an event of default under this agreement.

19. ENTIRE AGREEMENT: This Agreement and any attached addendum constitutes the sole and entire Agreement between the parties, and no representation, promise, or inducement not included in this Agreement, oral or written, shall be binding upon any party hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first above written. If more than one party is shown as Optionor or Optionee, and should less than all sign, then the party or parties signing warrant they are acting as agent to sign for any party not signing this Agreement.

As to Optionor, signed, sealed and delivered in the presence of:

\_\_\_\_\_ (Sign) \_\_\_\_\_ (Sign) Witness  
Optionor/Date

\_\_\_\_\_ (Sign) \_\_\_\_\_ Notary  
Public & SEAL Optionor (Printed Name)

\_\_\_\_\_ (Sign)  
Optionee/Date

\_\_\_\_\_  
Optionee (Printed Name)

Instructions: Attach to this agreement "Attachment A" which is to be a Purchase & Sale Agreement to be utilized in the event Optionee exercises this option to purchase. Under Purchase Price, fill in with "See attached Option Agreement for Purchase Price." In most situations, this Option Agreement is to be executed simultaneously with a Lease Agreement, and this Option Agreement should be attached thereto and incorporated therein by reference. However, if it is the desire of the parties to do so, the Option Agreement may be added at any time after the Lease Agreement begins. It is advised that all parties consult their legal advisor before signing any legally binding documents.

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# JOHN ADAMS SEMINARS & PRODUCTS

Available Online at **Money99.com**



**The Landlord Survival Guide for Georgia \$197** This is the bestselling book that started the John Adams Landlord Education project in 1994. Includes a digital and printed copy of my famous Killer Lease, with complete explanations and literally dozens of accompanying forms and documents. Also includes complete Georgia Landlord Tenant Law and full commentary. This program is designed specifically to protect the landlord and the property from deadbeat tenants. Updated continuously with online access for one year.



**Landlord Survival Training Mastermind \$197** The perfect companion program to the Survival Guide, this course goes deep on everything you need to know and do to succeed in the property management business while complying with new laws, rulings, regulations, and legal trends. Includes liability reduction training class. Updated continuously for changes to applicable guidelines & laws with full online access for one year.



**The Georgia Rent-To-Own Goldmine \$197** In today's challenging economic environment, many renters were homeowners until recently. But today, they make excellent tenants. They are looking for a way back to home ownership, and if you will show them a clear path to that goal, you can provide a WIN-WIN solution to your vacancy and their need for a home. They pay a higher rent, take better care of your property, and build substantial equity along the way. Updated continuously with full online access for one year.



**Property Tax Reduction Workshop for Georgia \$197** During your ownership of any real estate, one of your largest annual expenditures is property tax. And if your property is overvalued, you are actually paying more than your fair share. This course teaches you a 3step program to use every possible means to lower your property valuation every year, and all of the action steps can be performed by you at no cost. This course reflects the new Georgia property tax law. Updated continuously with full online access for one year.



**The Real Estate LLC In Georgia \$197** If you own any real property in your own name, you are literally asking for a liability lawsuit. The professional scammers and their unethical lawyers are all too happy to accommodate your request. The only rock solid solution is to place ownership of the property into a hybrid Georgia Limited Liability Company, designed specifically to own real estate. You'll learn how to frustrate and defeat attempts to pierce the corporate veil, and how to comply with Georgia laws for entities. Includes all necessary forms. Updated continuously with full online access for one year.



**Google Tools for Real Estate & Business \$197** We're all familiar with the Google search engine, and probably with Google Maps and maybe a few other features. But the real power of Google lies in the dozens of free productivity tools designed to make you more productive, eliminate your need for expensive software like Microsoft Office, and generally unify your digital and business life. Includes Gmail, Sites, Docs, Youtube, Voice, Slides, Calendar, Drive, Hangouts, Maps, Chrome, Picasa, Blogger, Keep, Contacts and many other Google applications. This entertaining and practical course will have your neurons popping as you learn to tame the internet. Updated continuously with full online access for one year. Includes how & why to use an online Virtual Assistant to change your life for the better.



## About JOHN ADAMS

Born at Emory Hospital & a graduate of Emory University, John Adams is a broker, an investor, and a property manager. John has written over 1,000 columns for the Atlanta JournalConstitution. Never bankrupt and never arrested, John is an Eagle Scout who has been married to his high school sweetheart for 40 happy years. A riveting & entertaining speaker on all of the above

topics, John can visit your office, company or association for training from 15 minutes to full day events. Each topic above, when presented live, is approved for 3 hours continuing education credit by the *Georgia Real Estate Commission*. Visit [money99.com](http://money99.com), then select CONTACTor call 404.373.6000.

*All of my educational materials are designed to help you become more successful and more profitable than you ever dreamed possible! All it takes from you is ACTION!*



## About John Adams

John Adams is widely known for his accuracy in forecasting real estate market trends, his advocacy for reform in housing policy, and his support for advanced training and education for real estate professionals. He has often been called “Atlanta’s most trusted voice in real estate.”

As a sophomore at Atlanta’s Emory University, John Adams was assigned a class project to study the feasibility of a run-down apartment complex. He located a tired 38-unit property, bought it for a thousand dollars down, and got an A for the semester. John has never looked back.

Today, John owns and manages close to forty residential units on his own account, including houses, apartments, condos, resort properties (3 at last count), and two commercial buildings he purchased accidentally.

His investment seminars at Emory University in Atlanta have attracted overflow crowds for years, and his radio program on 920am WGKA is listened to by thousands of Georgians every Sunday at 3:00 pm.

His Sunday real estate column in The Atlanta Journal-Constitution is the product of years of helping home buyers and sellers, and listening to their concerns. He is a regular contributor to CNN and Fox News.

John is an Eagle Scout, has never been bankrupt or arrested, and has been happily married to the same beautiful girl for almost forty years. In his spare time, he cooks and smokes pork, chicken, fish and beef on the Big Green Egg at home or the Primo Ceramic Grill on St. Simons Island.

John Adams offers a wide variety of books, reports, seminars, and audio & video recordings through his website at [Money99.com](http://Money99.com). John is available to

teach or speak at your office meeting, your association, or your local Board of REALTORS®. Call 404.373.6000 to inquire as to availability.