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How to Complete Your Georgia Memorandum of Lease

Short-form notice of lease • Formatted for recording

INSTRUCTIONS — KEEP FOR YOUR RECORDS. DO NOT ATTACH THIS PAGE TO YOUR MEMORANDUM.

About this form. A memorandum of lease is a short document that is **recorded in the county land records** to give public notice that property is leased, without making the full lease public. It protects a tenant's rights, such as long terms, renewal options or a purchase option, if the property is sold or mortgaged. It is common for commercial, cell tower, farm and long-term leases.

1. **Recording information (top of first page)**
   Enter who prepared the deed and where the Clerk should mail it after recording. Leave the box on the right blank for the Clerk.
2. **Parties and lease date**
   Enter the landlord and tenant exactly as in the lease, and the date the lease was signed.
3. **Describe the premises**
   Enter the property address and legal description. For part of a building, add the suite or unit.
4. **Term and options**
   Enter the start and end dates and summarize any renewal, first refusal or purchase options.
5. **Landlord and tenant sign before a witness AND a notary**
   To be recorded in Georgia, each signature needs an unofficial witness and a notary. Do **not** sign ahead of time. **Our notary can meet both parties, and bring a witness for an additional fee.**

Signing requirements: Signed by the landlord and the tenant, each in the presence of one unofficial witness and a notary public, then recorded.

After It's Signed

- Record it with the Clerk of Superior Court in the county where the property is located. Keep the full lease private.
- When the lease ends, record a release so the memorandum does not cloud the title.

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Have questions about your Memorandum of Lease? To consult with an attorney, contact **Gavrilov & Brooks Law Firm** at **(916) 504-0529** or **www.gavrilovlaw.com**.

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After recording, return to:

This instrument prepared by:

Space above 3" reserved for Clerk's recording use

Tax parcel ID number

STATE OF GEORGIA
COUNTY OF

MEMORANDUM OF LEASE

State of Georgia • For recording

This Memorandum of Lease is made on _____, 20____, between:

Landlord (full legal name)

Landlord's address

Tenant (full legal name)

Tenant's address

1. LEASE

Landlord and Tenant have entered into a lease agreement dated

Date of lease

(the "Lease"), under which Landlord leases to Tenant the premises described in Section 2 on the terms and conditions stated in the Lease, which are incorporated into this Memorandum by reference.

2. PREMISES

The leased premises are located on the following real property:

Street address of the property (if any)

Legal description (copy exactly from the prior deed; attach as Exhibit A if more space is needed)

The legal description is attached as **Exhibit A** and made a part of this deed.

3. TERM AND OPTIONS

Commencement date

Expiration date

Renewal or extension options (if any)

Right of first refusal / purchase option (if any)

4. PURPOSE

This Memorandum is executed and recorded to give notice of the Lease and of Tenant’s rights under it. It does not modify the Lease. If there is any conflict between this Memorandum and the Lease, the Lease controls. Upon expiration or termination of the Lease, Tenant shall, on request, sign and deliver a recordable release of this Memorandum.

IN WITNESS WHEREOF, the parties have signed and sealed this Memorandum of Lease on the date first written above.

Landlord

Signed, sealed and delivered
in the presence of:

_____ X _____ (SEAL)

Unofficial witness (signature) Signature of landlord

Unofficial witness (printed name) Printed name of landlord

_____ Notary seal

Notary Public (official witness)

My commission expires: _____

Tenant

Signed, sealed and delivered
in the presence of:

_____ X _____ (SEAL)

Unofficial witness (signature) Signature of tenant

Unofficial witness (printed name) Printed name of tenant

_____ Notary seal

Notary Public (official witness)

My commission expires: _____

Each signature above must be signed in the presence of an unofficial witness and a notary public (official witness), who sign at the same time (O.C.G.A. §§ 44-2-15, 44-5-30). The unofficial witness cannot be a party to this instrument.