

IN THE MAGISTRATE COURT OF OGLETHORPE COUNTY
STATE OF GEORGIA

Plaintiff

v.

Defendant

Address

Case No. _____

AFFIDAVIT FOR SUMMONS OF DISPOSSESSORY

Personally appeared _____, who upon oath says that he is owner, or (attorney, agent or lessee) for the owner of said premises, and that Defendant is in possession as tenant of premises at the above address in OGLETHORPE County.

Further Tenant:

- (a) fails to pay the rent which is now past due.
- (b) holds the premises over and beyond the term for which they were rented or leased to him or
- (c) _____, and that
- (d) plaintiff is entitled to recover any and all rent that may come due until this action is finally concluded.

Plaintiff desires and has demanded possession of the premises and Defendant has failed and refused to deliver said possession.

WHEREFORE, Plaintiff DEMANDS:

- (a) possession of the premises; (b) past due rent of \$ _____; (c) rent accruing up to the date of judgment of vacancy at the rate of \$ _____ per _____; (d) _____

Sworn to and subscribed before me,
this _____, 19 _____

Affiant

Clerk/Magistrate

SUMMONS

TO: The Constable of the Magistrate Court or Sheriff or his Deputies of said County.

GREETING:

The defendant(s) herein is/are commanded and required personally or by attorney to answer orally or in writing, to the Judge or Clerk of Magistrate Court, 339 WEST MAIN STREET, LEXINGTON, GA 30648 between the hours of 8:00AM and 5:00PM on or before the SEVENTH day from the date of service of the within affidavit and summons (or on the first business day thereafter IF the seventh day falls on Saturday, Sunday or legal Holiday). If the answer is NOT made, a Writ of Possession shall issue instanter and judgment shall be granted as demanded by the Plaintiff named herein.

Witness the Presiding Judge of said Court.

This _____ day of _____, 19 _____

Clerk/Magistrate

No. _____

MAGISTRATE COURT

SUMMONS OF DISPOSSESSORY WARRANT

Plaintiff _____

Address VS. _____

Defendant _____

Address _____

Filed in Office this _____

Pltffs. Atty. _____

Pltffs. Phone _____

Tenant Vacated _____, 19____

Tenant Ejected _____, 19____

Tenant Settled with Pltff. _____, 19____

Held up by Pltff. until _____, 19____

This _____ day of _____, 19____, Defendant _____

ANSWER OF DEFENDANT

Deputy Sheriff _____
Constable _____

This _____ day of _____, 19____.

I have this day served the Defendant with a copy of the foregoing Affidavit and Summons by delivering a copy of same to a person sui juris residing on the premises designated in said Affidavit said copy containing notice to the defendant to answer on _____, 19____ at the hour and place stated in the Summons.

Deputy Sheriff _____
Constable _____

This _____ day of _____, 19____.

I have this day served the Defendant _____ with a copy of the Affidavit and Summons.

RETURN OF CONSTABLE OR DEPUTY SHERIFF

Magistrate _____

Dated at _____, Georgia, this _____ day of _____, 19____.

IT IS HEREBY ORDERED AND ADJUDGED, that the Lawful Officer of said County remove said Defendant together with his property found thereon from said house and premises and to deliver full and quiet possession of same to the Plaintiff herein.

_____ was duly served Summons of Dispossession, said case having been called for a hearing and the Defendant failing to appear and failing to answer after being summoned and directed to do so.

WRIT OF POSSESSION

Georgia _____ County

It appearing to the Court that the Defendant _____

APPLICATION FOR DISPOSSESSORY WARRANT

- 1- LEGAL NAME OF TITLEHOLDER OF PREMISES (PLAINTIFF)

- 2- APPLICANT (IF DIFFERENT FROM #1): _____
- 2A- AUTHORITY TO EXECUTE AFFIDAVIT: ATTORNEY AT LAW
 ATTORNEY IN FACT
 AGENT FOR OWNER(S)
- 2B- MAILING ADDRESS FOR NOTICES TO PLAINTIFF: _____
PHONE: _____
- 3- DEFENDANT(S): _____
- 4- LEASED PREMISES: ADDRESS _____

- 5- TYPE OF TENANCY: AT WILL (RENTAL AGREEMENT WITH NO DATE OF TERMINATION)
 AT SUFFERANCE (POSSESSION BY LAWFULLY RIGHT BUT
WRONGFULLY REMAINS)
 WRITTEN AGREEMENT
- 6- REASON FOR EVICTION: FAILURE TO PAY RENT TERM EXPIRED
 BREACH OF LEASE/AGREEMENT- SPECIFY: _____

- 7- IF TENANCY AT WILL, PLAINTIFF OR AGENT NOTIFIED TENANT OF TERMINATION
MORE THAN 60(SIXTY) DAYS AGO: YES NO
- 8- AFTER TERMINATION OR FAILURE TO PAY RENT, PLAINTIFF OR AGENT HAS
DEMANDED THAT TENANT MOVE IMMEDIATELY: YES NO
- 9- IF WRITTEN AGREEMENT, DOES IT PROVIDE EITHER LANDLORD OR TENANT CAN
COLLECT ATTORNEY'S FEES? YES NO
A- IF YES, HAVE YOU SENT HE NOTIFICATION OF INTENTION TO ENFORCE?
 YES NO
B- IF YES, WHAT IS THE MEASURE OF FEES? REASONABLE
 10/15% OF PRINCIPAL AND INTEREST OTHER
- 10- RENT: DUE DATE: _____ AMOUNT PER MONTH \$ _____
AMOUNT NOW DUE \$ _____ WOULD PAY THROUGH _____
EARLIEST DATE FOR WHICH ANY IS PAST DUE: _____
AGREED LATE CHARGE PER MONTH: _____ NUMBER DUE: _____
INTEREST RATE ON PAST DUE RENT PER AGREEMENT: _____ %PERCENT.
- 11- HAS PLAINTIFF FILED A DISPOSSESSORY PROCEEDING AGAINST THIS DEFENDANT
WITHIN THE PAST TWELVE MONTHS? YES NO