

REAL ESTATE PURCHASE CONTRACT

Tract 4: 46.38 +/- Acres

Date: _____

- 1. Description:** I, or We, hereafter referred to as BUYER, hereby agree to purchase the property known as 7576 Ballardsville Rd., Henry County, Smithfield, KY 40068, described specifically in Attachment A which is a part of this contract. Being part of the same property conveyed to Charles J. Bibelhauser revocable living trust in Deed Book 231, Page 167 in the Office of the County Clerk of Henry County, Kentucky, being a part of tracts #3 and #4 of Rose Acre Subdivision.
- 2. Sale price:** For the sum of _____ (\$ _____) payable as follows: Fifteen thousand dollars (\$15,000) down payment due immediately, with the remaining balance to be paid at closing.
- 3. Closing:** Closing shall occur on or before **December 21, 2018** at a time mutually convenient to and agreeable between BUYER and SELLER. BUYER and SELLER shall each pay their respective closing costs as is common and customary to Henry County, KY legal practices.
- 4. Possession:** SELLER shall transfer possession of the property to BUYER at closing upon transfer of title.
- 5. Real estate taxes:** All real estate taxes currently due and payable in the calendar/fiscal of closing shall be prorated between the BUYER and SELLER as of the date of closing.
- 6. Deed:** An unencumbered marketable title to said property to be conveyed by General Warranty deed with the usual covenants such as any title company will insure, except easements of record, restrictive covenants of record as to the use and improvements of said property, and except applicable regulations imposed by the county and city planning and zoning commission.
- 7. "As is" condition:** Said property is being sold in "as is" condition, with all faults and attributes and no guarantees or warranties of any kind as to condition or use of the property.
- 8. Lead Base Paint Disclosure:** SELLER hereby disclosed to BUYER that due to the age of the house it is possible that the house contains lead base paint.
- 9. Waiver of inspections:** Both BUYER and SELLER agree to waive all inspections including, but not limited to, home, lead base paint, termite, radon, and environmental as a condition or contingency to the sale.
- 10. Default:** Time is of the essence and this is an irrevocable offer to purchase with no contingencies. In the event the BUYER fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of SELLER'S further remedies. Any legal expense incurred to enforce BUYER'S compliance and performance of this contract shall be the responsibility of the BUYER. Weichert Realtors/ABG Properties and Wardlow Auctions Inc. are the agents of the SELLER.
- 11. Down payment:** As evidence of good faith binding this contract, a down payment of \$15,000.00 is made herewith to be applied on the purchase price upon passing of deed or refunded should title prove uninsurable. BUYER shall make the said down payment immediately after the auction by cash, certified or good personal check, or wire transfer of funds. The down payment shall be paid to Weichert Realtors/ABG Properties and placed in its escrow account until closing or forfeited due to BUYER'S failure to close.
- 12.** SELLER is to pay an auction selling commission as per the Auction Listing Contract dated July 2, 2018.
- 13.** All risk of loss with respect to the property shall remain with the SELLER until the closing and delivery of deed to BUYER. In addition, the BUYER also has an insurable interest in the property from the date of this contract and the BUYER is hereby notified that insurance should be placed upon the property immediately to protect that interest.
- 14. Other provisions:** 1) The following shall remain with the real estate: all attached floor treatments, lighting fixtures, ceiling fans, and window treatments; any existing kitchen appliances and any other personal property remaining in the garage and barns at the time of closing. 2) It is suggested, though not required, that the closing be held by the law office of Stuart and Buechler, 906 Lily Creek Rd., Louisville, KY 40243 as they are the ones who conducted and issued the title exam.

15. I or we, as BUYER(S) have read the entire contents of this contract and attest that we are not relying on verbal statements not contained herein. We further certify that we have examined the property described above and that we are acquainted with its condition and accept it as such. We acknowledge receipt of a copy of this contract

BUYER: _____ Date/Time

BUYER _____ Date/Time

The above offer is hereby accepted on this day of _____, at _____ AM / PM.
SELLER acknowledges receipt of this contract.

SELLERS: The heirs of the late Charles J. Bibelhauser _____ Date/Time

Legal Description for Tract 4

46.38 +/- Acres

Being a tract of land in Henry County, Kentucky and being more particularly described as follows:

Beginning at an existing Iron Pin in the North 60' ft. Right-of-Way corner to Mark Bibelhauser ET AL Tract #5 of Rose Acres Subdivision (Deed Book 267 Page 915); **Thence**, with Right-of-Way, **S74deg05min29secW 325.38 ft.** to an existing Iron Pin; **Thence S73deg45min14secW 134.21 ft.** to an existing Iron Pin corner to Joseph & Cheryl Bibelhauser (Deed Book 215 Page 483); **Thence**, with Bibelhauser and leaving Right-of-Way, **N14deg49min43secW 1,404.36 ft.** to an existing Iron Pin capped 2588; **Thence S80deg08min19secW 691.43 ft.** to an existing Iron Pin capped 2588 corner to George & Ann Marie Voros (Deed Book 298 Page 951); **Thence**, with Voros, **N19deg53min54secW 190.26 ft.** to an existing post; **Thence N15deg12min06secW 417.37 ft.** to a set 18" in. No.4 rebar capped #221; **Thence N15deg30min19secW 897.06 ft.** to an existing Post corner to Earl F. & Shirley K. Trust (Deed Book 140 Page 243); **Thence N75deg11min34secE 721.24 ft.** to an existing Iron Pin; **Thence S14deg42min19secE 468.36 ft.** to a set 18" in. No.4 rebar capped #221; **Thence S12deg53min51secE 374.99 ft.** to an existing 1" in. pipe; **Thence N74deg44min24secE 431.51 ft.** to an existing Iron Pin corner to James A. & Janice M. Cox lot#12 of Rose Acres Subdivision (Deed Book 171 Page 119); **Thence**, with Rose Acres Subdivision; **Thence**, with Rose Acres Subdivision, **S15deg54min38secE 1,286.69 ft.** to an existing Iron Pin corner to Billy D. & Judith Croucher Lot #9 of Rose Acres Subdivision (Deed Book 205 Page 075) and Mark Bibelhauser ET AL Lot #5 of Rose Acres Subdivision (Deed Book 276 Page 915); **Thence**, with Bibelhauser, **S15deg51min58secE 832.17 ft.** to the Point-of-Beginning Containing **46.38 Acres** as surveyed by W.H. Brown PLS #221 of W.H. Brown & Associates on 10-11-2018 and being part of the same property conveyed to Charles J. Bibelhauser revocable living trust Deed Book 231 Page 167 and being part of Tract #3& #4 of Rose Acres Subdivision.