REAL ESTATE PURCHASE CONTRACT

Date: September 17, 2019

1. Description: I, or We, hereafter referred to as BUYER, hereby agree to purchase the property known as 1810 Kline Ct., Louisville, Jefferson County, KY, 40205 being the same property recorded in Deed Book 8403 Page 0042, and Being Lot #24, as shown on the Plat of Hayfield, Section #1 of record in Plat and Subdivision Book 23, Page 53, in the Office of the County Clerk of Jefferson County, Kentucky and further described for tax purposes as Parcel ID 080K-0024-0000.

2. Sale Price: For the sum of _____dollars ($_____). Payable as follows: a ten thousand dollars ($10,000.) down payment with the signing of this contract by the BUYER with the remaining balance to be paid at closing. This contract is not contingent on any appraisal, financing, or inspection.

3. Closing: Closing shall occur on or before October 25, 2019 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 Jefferson County, KY legal practices. However, the maximum title charges to be paid by the SELLER, including but not limited to attorney fees and document preparation, shall not exceed $250.00.

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 year 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 Special 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: Property is being sold and purchased in "as-is" condition, "with-all-faults", with no guarantees or warranties of any kind as to condition, fitness, use, or future use of the property and with all defects, apparent, non-apparent, and latent. The BUYER is hereby informed and understands that the house needs updating. BUYER hereby acknowledges that they have had the opportunity to inspect and research all aspects of the property to their complete and full satisfaction prior to bidding. All information, including square footage, lot size, and documents provided in advertising and otherwise are believed correct, but are not guaranteed.

8. Waiver of Inspections: Both BUYER and SELLER agree to waive all inspections including, but not limited to, home, lead based paint, termite, and radon. BUYER is hereby informed that due to the age of the house it is possible that the house may contain lead based paint. BUYER hereby agrees to sign the Lead Based Paint Disclosure Form.

9. 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 for any reason, it shall be considered a breach of contract by the BUYER and 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. Wardlow Auctions, Inc. is the agent of the SELLER.

10. Down Payment: As evidence of good faith binding this contract, a down payment of ten thousand dollars ($10,000.) is made herewith to be applied on the purchase price upon passing of deed or refunded should title prove uninsurable. The down payment shall be paid to Wardlow Auctions, Inc. and placed in its escrow account until closing or forfeited due to BUYER'S failure to close.

11. Selling Commission: SELLER is to pay an auction selling commission as per the Auction Listing Contract.

12. Risk of Loss: 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.

13. Other Provisions: 1) The built-in appliances in the kitchen, all wall-to-wall carpet, and all attached lighting fixtures will remain with the home.

14. Entire Agreement: 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(s) Name Printed - _____

_____ _____

BUYER DATE TIME BUYER DATE TIME

The above offer is hereby accepted on this 17th day of September, 2019, at _____ AM/PM.
SELLER acknowledges receipt of this contract.

_____

SELLER: The William Lippy Estate DATE TIME
By Julie Hansen, Administratrix