

# REAL ESTATE PURCHASE CONTRACT

Date: \_\_\_\_\_

**1. Description:** I, or We, hereafter referred to as BUYER, hereby agree to purchase the property commonly known as 15101 Dixie Highway, Louisville, KY 40272, which is more specifically described in EXHIBIT A of this contract.

**2. Sale price:** For the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) payable as follows: Twelve thousand dollars (\$12,000) down payment due immediately, with the remaining balance to be paid at closing. This contract is not contingent upon any appraisal, financing, or inspection.

**3. Closing: Closing shall occur not later than January 22, 2021** 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 \$300.00.

**4. Possession:** SELLER shall transfer possession of the property to BUYER at closing upon transfer of title.

**5. Real estate taxes:** All county and city 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. Waiver of inspections:** Both BUYER and SELLER agree to waive all inspections including, but not limited to, home, lead base paint, termite, and radon, as a condition or contingency to the sale.

**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, this shall be considered a breach of contract 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 \$12,000.00 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 certified or good personal check or wired funds. The down payment shall be paid to Semonin Realtors and placed in its escrow account until closing or forfeited due to BUYER'S failure to close.

**11.** SELLER is to pay an auction selling commission as per the Auction Listing Contract dated October 9, 2020.

**12.** 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 following shall remain with the real estate: all attached floor treatments, lighting fixtures, window treatments, bar equipment, seating, pool tables and any other personal property in the building shall also remain with the real estate. 2) Closing shall be held by the law office of Stuart and Buechler, 906 Lily Creek Rd., Louisville, KY 40243.

**14.** 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.

SELLER: \_\_\_\_\_ Date/Time

## **EXHIBIT "A"**

Property commonly known as 15101 Dixie Highway, Louisville, Jefferson County Kentucky 40272

BEGINNING at a point where the Eastern line of the Dixie Highway (formerly known as Salt River Turnpike) intersects the division line between the property conveyed to Kosmos Portland Cement Co., by Deed recorded in Deed Book 628, Page 295, in the Office of the Clerk of County Court of Jefferson County, Kentucky, which point is also in the South line of the E. V. Thompson Subdivision as shown on plat recorded in Plat and Subdivision Book 1, Page 178, in said Clerk's office; running thence Northeastwardly and with the Eastern line of said Dixie Highway North 38 degrees 50 minutes East 175 feet to a spike; thence Eastwardly and at right angles with said Dixie Highway South 51 degrees 10 minutes East 200 feet to a spike; thence Southwestwardly and parallel with said Dixie Highway South 38 degrees 50 minutes West 150.17 feet to a point in said division line; thence with said division line Northwestwardly North 58 degrees 18 minutes West 201.5 feet to the point of beginning. Provided, however, there is excepted from the foregoing description so much of said property as was conveyed to the Commonwealth of Kentucky by Deed dated May 31, 1938, and recorded in Deed Book 1672 Page 533, in the Office of the Clerk of the County Court of Jefferson County, Kentucky.

Being a part of the same property conveyed to CTR, Inc., a Kentucky corporation, by Deed dated September 1, 2003, of record in Deed Book 8266, Page 367 and Deed Book 8347, Page 52, in the Office of the Clerk of Jefferson County Kentucky.