



AUCTION PURCHASE CONTRACT

JIM HALFHILL, AUCTIONEER

DATE: February 10, 2017

RECTOR-HAYDEN, REALTORS
998 GOVERNORS LANE, SUITE 125
LEXINGTON, KENTUCKY 40513
(859) 338-5764
Halfhill@rhr.com

Through **RECTOR HAYDEN REALTORS**, I hereby agree to pay the bid price amount of \$_____ plus a 10% buyer's premium of \$_____ for a total contract purchase price of \$_____ for the property known as:

14.98 +/- ACRES, WEST PARK DRIVE at US 127, LAWRENCEBURG, ANDERSON COUNTY, KY 40342 (SEE LEGAL DESCRIPTION ATTACHED)

As evidence of good faith to bind this contract, the sum of \$_____ () check () cash is deposited with **RECTOR HAYDEN REALTORS** to be applied on the purchase price and/or closing costs upon passing of deed, or refunded, should title not prove merchantable. Should the purchaser not accept title to the property involved for any reason other than those stated herein, the Seller may, at their option, retain the aforesaid good faith deposit as forfeiture. Balance of purchase price will be paid upon passing of deed.

A **DEED OF SPECIAL WARRANTY**, with the usual covenants and restrictions, if any, shall be executed and presented to the purchaser on or before 30 days (**March 12, 2017**) **TIME IS OF THE ESSENCE** conveying a title to said property which shall be clear and free from all liens and encumbrances, excepting easements, covenants, conditions and restrictions of record in the Anderson County Clerk's Office and excepting all matters that would be disclosed by a current and accurate survey and inspection of the Property and all matters of zoning.

All taxes, rents and any assessments involved shall be adjusted and prorated to date of deed transfer. Security deposits, if any, shall transfer to the purchaser.

Possession (Landlord possession, if applicable) of said property shall be given not later than with deed.

Purchaser acknowledges property is sold "**AS IS, WHERE IS**" with no warranties expressed or implied of any kind, and with all faults, which shall be so stated in the Special Warranty Deed, and acknowledges that Seller shall give no indemnities in connection with the sale of the property, including without limitation in any owner's or seller's affidavit provided to the title company.

Purchaser agrees to waive their right to any post sale lead base paint inspection, if applicable.

Exchange: BUYER and/or SELLER may elect to treat this transaction as an exchange under IRC Section 1031 or 1033 at no cost or liability to the other party.

We have read this contract, understand fully the contents thereof, understand that this is the complete content of said contract, and acknowledge receipt of same.

We further acknowledge that we are not relying on any verbal statements or representations by either the seller, buyers or Realtors/Auctioneers involved, including the condition of the above described property, which are not a written part of and contained in this contract.

AUCTIONEER/SELLING AGENT

PURCHASER

DATE

PURCHASER

DATE

This agreement is hereby accepted this **10th day of February, 2017.**

REFERRING REALTOR

SELLER

DATE

LISTING AGENT

SELLER

DATE