ABSOLUTE AUCTION

130 Harp Innis Rd·Paris, KY

Corner of Paris Pike

Saturday December 17th 10:30am

Inspections: Wednesday December 7th & 14th 3-5pm

- ·17 +/- ACRES
- ·3 PADDOCKS & RUN IN SHED
- ·3 PHASE 230v. ELECTRIC
- ·WASH BAY, TACK & FEED ROOMS
- ·40'X145 BARN W/11 STALLS
- ·6 HORSE EQUIGYM
- ·55' FENCED ROUND PEN
- ·1700 ± MODULAR HOME W/BSMT

BiedermanRealEstate.com

Real Estate Terms: The property is to be sold in its "as is" conditions without any warranty or guarantee as to the physical condition of the property or any of the improvements thereon. 10% Buyer's Premium added to final bid to determine purchase price,10% of gross purchase price with signed contract due day of sale, closing on or before 30 days, time being of the essence. Complete Terms available on our website.

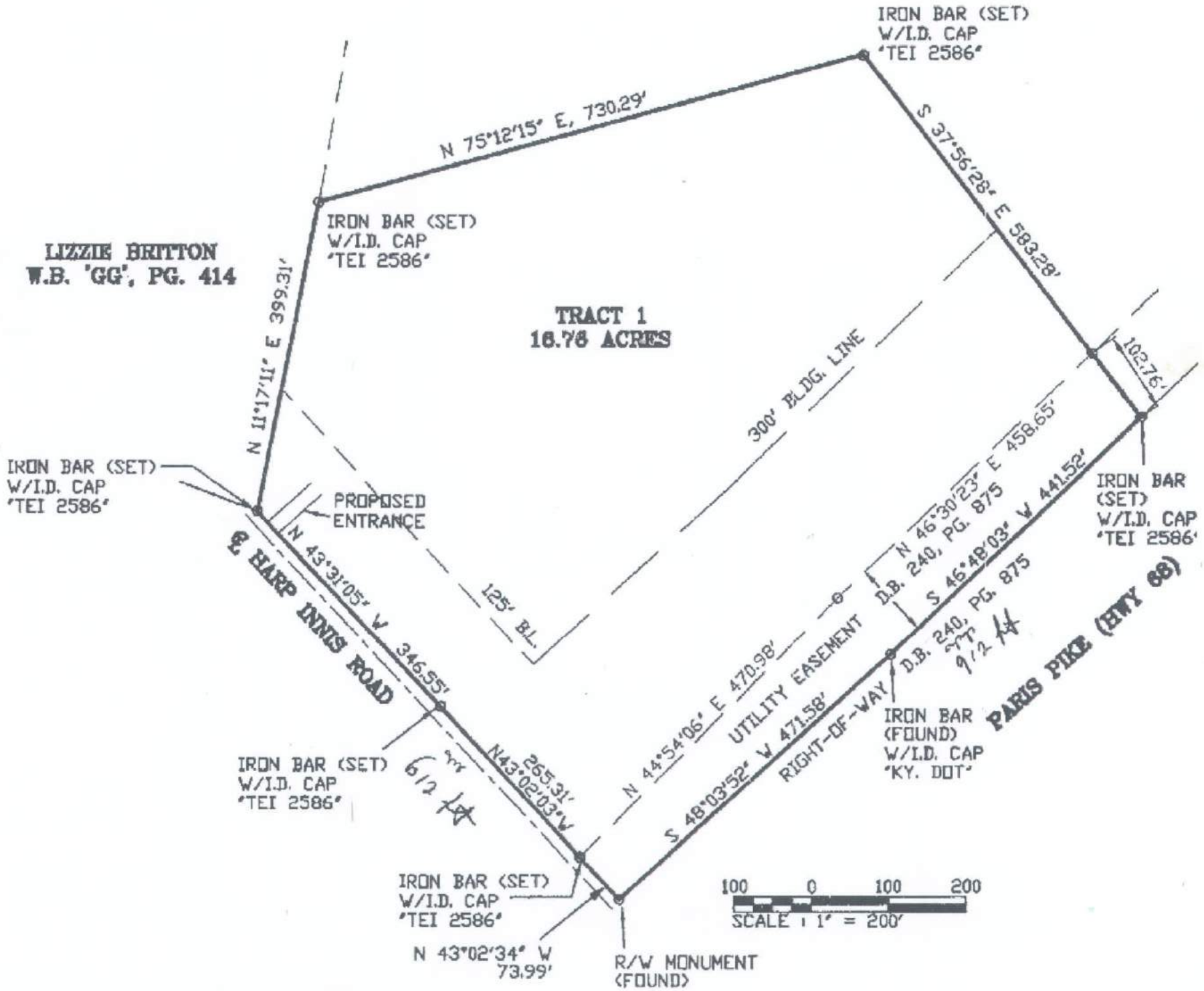
TURF TOWN properties, inc.

Eavan Kelly
Agent
859-536-5096

BIEDERMAN REAL ESTATE and AUCTIONEERS

1076 Wellington Way
Lexington, KY 40513
859-277-2030

Tom Biederman
Broker/Auctioneer
859-312-0606


IRON BAR (SET)
W/I.D. CAP
"TEI 2586"
N 75°12'15" E, 730.29'
S 37°56'28" E 583.28'
IRON BAR (SET)
W/I.D. CAP
"TEI 2586"
LIZZIE BRITTON
W.B. 'GG', PG. 414
N 11°17'11" E 399.31'
TRACT 1
16.78 ACRES
300' BLDG. LINE
102.76'
IRON BAR (SET)
W/I.D. CAP
"TEI 2586"
PROPOSED
ENTRANCE
N 43°31'05" W 346.55'
125' B.L.
N 46°30'23" E 458.65'
D.B. 240, PG. 875
S 46°48'03" W 441.52'
IRON BAR
(SET)
W/I.D. CAP
"TEI 2586"
E. HARP INNIS ROAD
N 44°54'06" E 470.98'
UTILITY EASEMENT
D.B. 240, PG. 875
9 1/2
IRON BAR (SET)
W/I.D. CAP
"TEI 2586"
6 1/2
N43°02'03"W 265.31'
S 48°03'52" W 471.58'
RIGHT-OF-WAY
IRON BAR
(FOUND)
W/I.D. CAP
"KY. DOT"
PARIS PIKE (HWY 68)
IRON BAR (SET)
W/I.D. CAP
"TEI 2586"
N 43°02'34" W
73.99'
R/W MONUMENT
(FOUND)
100 0 100 200
SCALE : 1" = 200'

Biederman Real Estate & Auctioneers

1076 Wellington Way
Lexington, Kentucky 40513
Phone (859) 277-2030
FAX (859) 277-6189

ABSOLUTE AUCTION PURCHASE CONTRACT

This AUCTION PURCHASE CONTRACT (herein "CONTRACT") is made and entered into this the 17th day of November, 2016, by and between _____ (hereinafter "Seller and _____,

(herein "PURCHASER" whether one or more) and Biederman Real Estate & Auctioneers, duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky 40513 and Turf Town Properties 124 Kentucky Avenue, Lexington, KY 40502 (herein "Selling Agents" or "Agents").

W I T N E S S E T H T H A T:

SELLER is authorized to sell, and has granted to AGENTS an exclusive contract authorizing AGENTS to sell the property located at 130 Harp Innis Rd, Paris, KY. SELLER further instructed AGENTS to sell the property at Absolute Auction.

At the conclusion of the auction held the day, month and year first above written _____

was the successful bidder and deemed to be the PURCHASER.

For and in consideration of the final bid of $_____ and a

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Ten percent (10%) Buyer's Premium of $ _____ for a total purchase price of $_____ the SELLER does hereby agree to sell to PURCHASER and PURCHASER does hereby agree to purchase from SELLER the property hereinabove described.

1. The total purchase price of $_____ of the said property is payable as follows:

A. The sum of $_____, representing ten percent (10%) of the total purchase price, a check for which simultaneously with the execution of this contract, shall be presented to Biederman Real Estate for immediate deposit into its escrow account for payment to SELLER at the closing of the said property or returned to PURCHASER or to be paid to SELLER under other provisions hereof, if applicable.

B. The sum of $_____, representing the balance of the total purchase price, shall be paid to SELLER at the closing.

2. Closing of this said sale shall be held on or before thirty (30) days, at such location as may be acceptable to both PURCHASER and SELLER. Time shall be of the essence in closing this sale.

3. At the closing, SELLER shall deliver to PURCHASER, or his nominee, a General Warranty Deed conveying title to the said property, free and clear of all encumbrances excepting easements, restrictions and conditions of record or as herewith set out and health and zoning regulations and other governmental regulations, if any.

4. SELLER agrees to deliver to PURCHASER complete possession of the property at the time of the closing.

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5. All ad valorem taxes for the year 2016 assessed against the said property are to be prorated to the date of the closing and SELLER shall pay the transfer tax.

6. In the event that the title to the property should prove unmerchantable in the opinion of the attorney for PURCHASER, SELLER shall be notified in writing of any such defect(s) and SELLER shall have thirty (30) days from the receipt of said written notice within which to correct said defect(s) and this CONTRACT shall be extended accordingly. In the event that title to the said property finally proves unmerchantable, then the amount of the deposit shall be returned to PURCHASER and this CONTRACT shall be declared null and void. In the event the PURCHASER, for any reason other than failure of merchantability of title, fails to consummate this CONTRACT, then the amount of the deposit shall be retained by SELLERS, as liquidated damages and declare this CONTRACT null and void and/or pursue such other remedies as the law may provide.

7. The property is to be sold as a single entity.

8. This CONTRACT is binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

9. NO SURVIVAL OR SELLER OBLIGATION. The acceptance of a deed by the PURCHASER shall be deemed to be a full performance and discharge of every obligation on the part of the SELLER and the AGENT to be performed pursuant to this CONTRACT.

11. SELLER agrees to pay AGENTS a commission as set forth in a contract granting AGENTS exclusive right to sell said property at Auction.

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We the undersigned have read this CONTRACT and fully understand the contents therein, and understand that this is the complete content of said CONTRACT and acknowledge the receipt of same. Further, we acknowledge that we are not relying on any verbal statements or representations by either the SELLER or AGENTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day, month and year first above written.

SELLER:

_____ Date:_____ Time: _____

PURCHASERS:

Date: _____ Time: _____ _____

_____ Date: _____ Time: ____

AGENTs:

Biederman Real Estate & Auctioneers

_____
Tom Biederman, Auctioneer

Date: _____ Time: _____

Turf Town Properties

_____
Broker

Date: _____ Time: _____

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Terms and Conditions of Real Estate Auction Sale

1. The property to be sold is located at **130 Harp Innis Road, Paris, KY 40361** and shall be sold as a single entity.
2. The property is to be sold in its "as is" condition without any warranty or guarantee as to the physical condition of the property or any of the improvements thereon.
3. This is a **Non-Contingent** Auction Sale, including financing and/or property inspection. All due diligence to be completed prior to Absolute Auction.
4. A ten percent (10%) Buyer's Premium shall be added to the final bid price to determine the gross purchase price.
5. The Purchaser must pay ten percent (10%) of the gross purchase price in cash, certified funds, or personal check with prior approval, immediately following the auction sale and must sign the Auction Purchase Contract. The balance of the purchase price shall be paid in cash or certified funds within Thirty (30) days of the date hereof, with time being of the essence. The closing may be postponed only in accordance with the terms of the Auction Purchase Contract.
6. The Property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject only to easements, restrictions and conditions of record, if any, affecting the property. All taxes and assessments shall be prorated as of closing.
7. The property to be sold shall include all permanent improvements located thereon but shall not include any movable personal property.
8. Sellers agree to deliver to Purchaser complete possession of the property at the time of closing.
9. Seller shall continue to maintain the property and continue insurance coverage until closing.
10. **Announcements made the day of Sale take precedence over printed material or prior verbal statements.**

AUCTION REGISTRATION FORM

Complete and return this Registration Form immediately in order to be eligible to bid.

Bidder Number: _____ Business Phone: _____
(To be filled in by auctioneer)

AUCTION ADDRESS: 130 Harp Innis Rd, Paris, KY 40361

NAME:_____ EMAIL: _____

COMPANY NAME: _____PHONE:_____

ADDRESS: _____CITY: _____ STATE: _____ ZIP: _____

BANKING INFORMATION:
BANK: _____

ADDRESS: _____CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE: _____

I HAVE received, read, and accepted the Terms and Conditions of Sale for the Auction which is set forth in the Auction Terms and Conditions outlined above. I hereby give permission to Biederman Real Estate and Auctioneers to verify all credit references.

DATE: _____ BUYER SIGNATURE: _____

BROKER/AGENT PARTICIPATION: (Agent Participation/Registration form, must be filled out and returned to Biederman Real Estate & Auctioneers no later than ***24 hours prior to sale.*** Subject to Auctioneer Approval)

I hereby name _____ of _____ Real Estate,

_____, _____,
(address) (phone)
as my designated agent in the Auction of **130 Harp Innis Rd, Paris, KY 40361**
BUYER SIGNATURE: _____ BROKER/AGENT: _____Time: _____Date:_____

Tom Biederman, Broker/Auctioneer · Tom@BiedermanRealEstate.com
1076 Wellington Way, Lexington KY 40513 · Phone: (859) 277-2030 Fax: (859) 277-6189
BiedermanRealEstate.com
Received by Biederman Real Estate & Auctioneers: Time _____ Date _____

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Biederman Real Estate will strive to represent our clients, both buyers and sellers, with the utmost responsibility. Our representatives will always work to our highest abilities to provide successful transactions for all parties.

We Get it Done!

BIEDERMAN REAL ESTATE
AND AUCTIONEERS