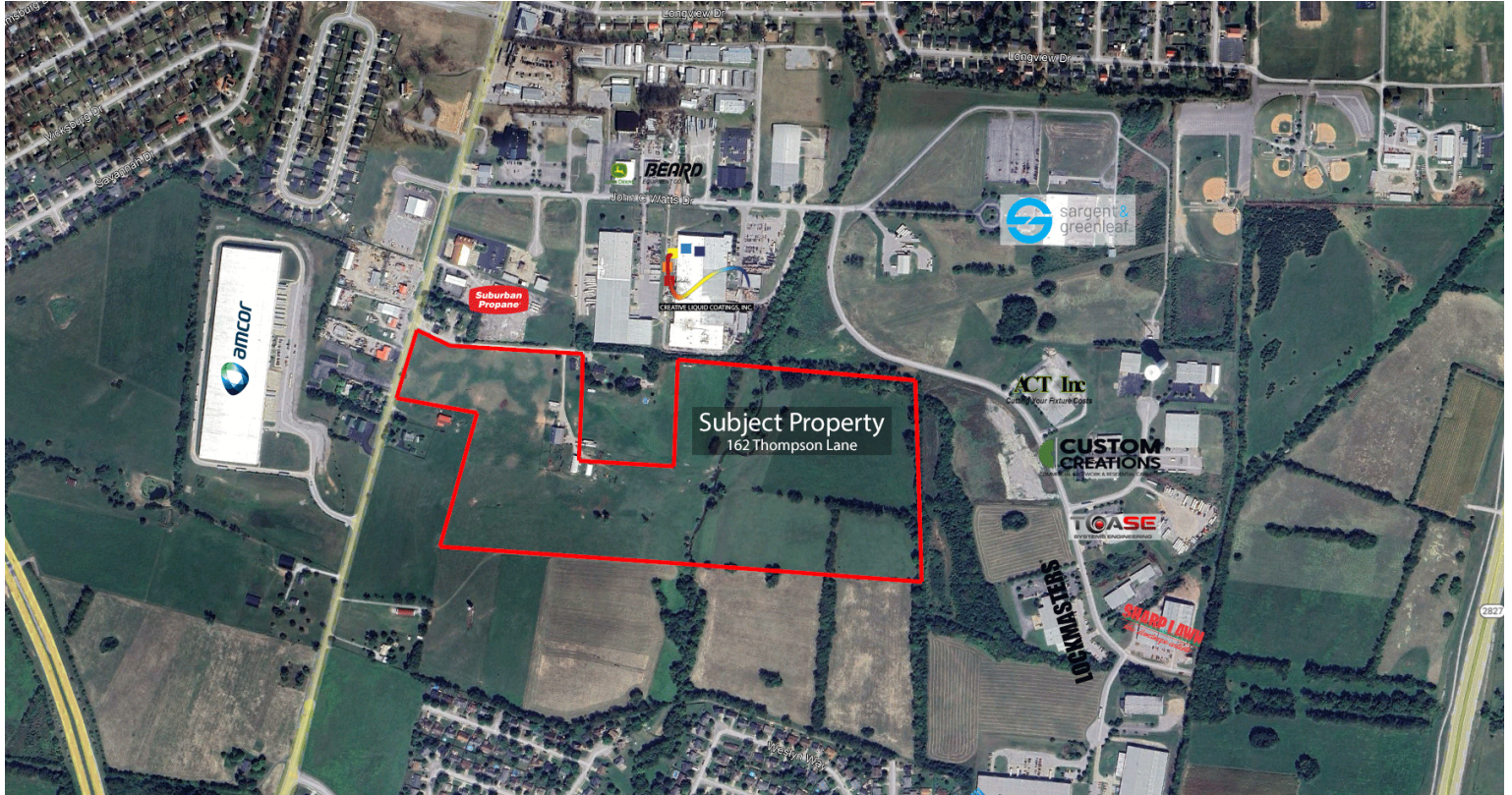


REAL ESTATE AUCTION

162 Thompson Lane, Nicholasville, KY
Thursday, August 28th 12:00 Noon



(Property lines are approximate)

60± acres on the southern edge of Downtown Nicholasville prime for development. Located on the corner of South Main and Thompson Lane, this property is just 0.5 miles from Kroger, 3 miles from Walmart, and 0.7 miles to the Nicholasville Bypass. Open Auction Inspections on Wednesday August 20th and Wednesday August 27th 1:00-3:00p.m.

- This Real Estate Auction is subject to Seller Confirmation. The winning bid may be confirmed within 30 minutes of the fall of the hammer.
 - A portion of this property is in the FEMA Flood Plain Area.

Live On-Site and Online Bidding Available, See Website
Inspections August 20th and 27th 1:00 - 3:00pm



Tom Biederman
Broker/Auctioneer
859.312.0606



BiedermanRealEstate.com

859.277.2030
1076 Wellington Way
Lexington, KY 40513









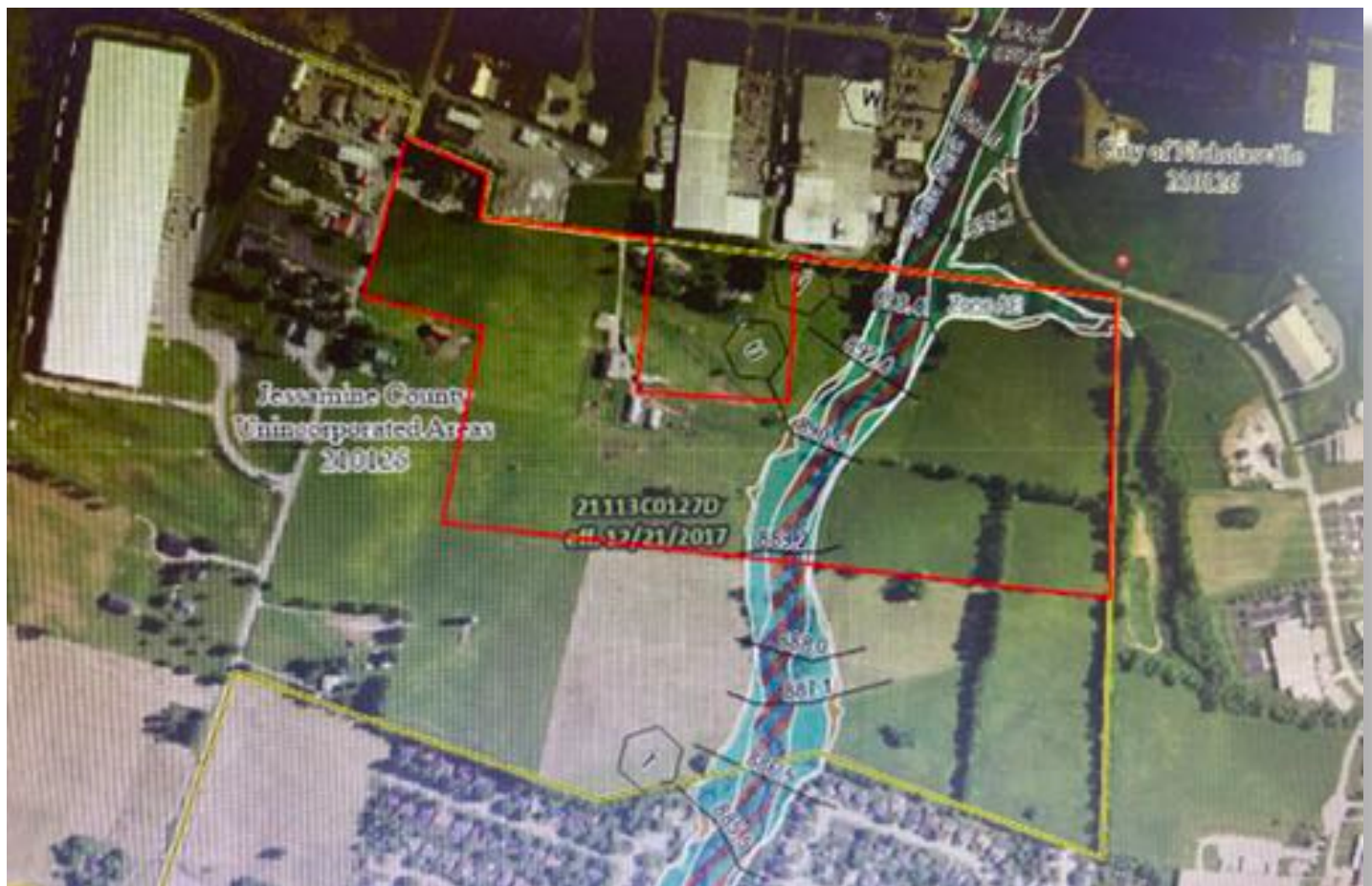


Hoop barns are personal property and will be removed
before closing





FEMA Flood Plain map below



Biederman Real Estate & Auctioneers

1076 Wellington Way | Lexington, KY 40513

Phone (859) 277-2030

AUCTION PURCHASE CONTRACT

Date: 8/28/2025

This AUCTION PURCHASE CONTRACT (herein "CONTRACT") is made and entered into this the 28th day of August, 2025, by and between Tracy Day, Trustee for the Dorothy Jean Thompson Revocable Personal Residence Trust, (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, (herein "Selling Agent" or "AGENT").

WITNESSETH THAT:

SELLER is authorized to sell, and has granted to AGENT an exclusive contract authorizing AGENT to sell the property at 162 Thompson Lane, Nicholasville, Kentucky 40356. SELLER further instructed AGENTS to sell the property at 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.

1. For and in consideration of the final bid of \$ _____ and a Seven Percent (7%) 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. 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 September 29th, 2025, 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.

5. All ad valorem taxes for the year 2025 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

that title to the said property finally proves unmerchantable, then the amount of: \$ _____ 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, SELLER shall retain the sum of \$ _____ herewith deposited, 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 AGENTS 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.

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 SELLERS or AGENTS.

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

PURCHASER:

_____ Date: _____ Time: _____

PURCHASER:

_____ Date: _____ Time: _____

SELLER:

_____ Date: _____ Time: _____

AGENTS:

Biederman Real Estate & Auctioneers

_____ Date: _____ Time: _____

Tom Biederman, Auctioneer



Terms and Conditions of Sale for 162 Thompson Lane, Nicholasville, Kentucky

1. The property to be sold is located at 162 Thompson Lane, Nicholasville, Kentucky 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 Real Estate Auction is subject to Seller Confirmation. The winning bid may be confirmed within 30 minutes of the fall of the hammer.
4. A seven percent (7%) 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, and must sign the Auction Purchase Contract upon completion of the sale. The balance of the purchase price shall be paid in cash or certified funds by September 29th, 2025. 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. Seller agrees to deliver to Purchaser complete possession of the property at the time of the closing.
9. Seller shall continue to maintain the property and continue insurance coverage.
10. Purchaser agrees to waive the right to any post sale lead based paint inspection, if applicable.
11. Broker participation. Any Broker that has been properly registered by August 27th at 12 noon shall receive a Buyer Broker commission of 1% if the registered Buyer is a successful Buyer. If a Buyer did not register a Buyer Broker by this deadline, no Buyer Broker commission will be offered or paid. In order for Broker to receive the commission, Broker must attend the sale with the Buyer. **NO EXCEPTIONS!**
12. Link to register for online bidding through HiBid available at [BiedermanRealEstate.com](https://www.BiedermanRealEstate.com)
13. **Announcements made the day of Sale take precedence over printed material or prior verbal statements.**



AUCTION REGISTRATION FORM

AUCTION ADDRESS: 162 Thompson Lane, Nicholasville, KY

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

Bidder Number: _____
(To be completed by auctioneer)

NAME: _____ EMAIL: _____

HOME PHONE: _____ CELL PHONE: _____ WORK 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. The Auctioneer may require a pre-auction deposit or cash or certified check for the deposit.

DATE: _____ BUYER SIGNATURE: _____

BROKER/AGENT PARTICIPATION: A Buyer/Broker Agent is not necessary, however if applicable, this portion will need to be completed and submitted by the Buyer. (Agent Participation/Registration form, must be filled out and returned to Biederman Real Estate & Auctioneers no later than August 27th at 12 noon. Subject to Auctioneer Approval.) In order for Agent to receive the commission, Agent must attend the sale with the Buyer. **NO EXCEPTIONS!**

I hereby name _____ of _____ Real Estate,
_____, _____,
(address) (phone)
as my designated agent in the Auction of 162 Thompson Lane, Nicholasville, KY.

BUYER SIGNATURE: _____ Time: _____ Date: _____

BROKER/AGENT SIGNATURE: _____ Time: _____ Date: _____



(Property lines are approximate)

***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!



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