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# AUCTION & REALTY CO., INC.

304 East Broadway — P.O. Box 271, Campbellsville, Kentucky 42719-0271

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## REAL ESTATE AUCTION SALES & PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 2nd day of November, 2024 by and between: Terry Myers, single of 1712 Elkhorn Road, Campbellsville, Ky. 42718 AND Sherry Myers and her husband Charles Sonnenberg, of 6411 Jocelyn Hollow Road, Nashville, TN 37205, the sellers, and \_\_\_\_\_ the buyers.

**SAMPLE**

WITNESS: That the sellers have sold and agrees to convey as herein provided the following described real estate, together with all improvements thereon, including:

A building and lot located on Elkhorn Road, Campbellsville, Ky., (near 1731 Elkhorn Road), and being a part of the same property that belonged to the Late Simon Myers. Said building is frame with metal siding and it is approximately 36' X 48' more or less, and it has a concrete floor, electric and an attached open sided shed to the side and rear. The lot contains approximately 1.09 acres, more or less, according to a survey completed in April 2024 by McKinney Land Surveying, as shown on a copy of the survey plat. For frontage and for distances on all roads and for access, see plat. The aforementioned plat marked (**EXHIBIT "A"**) is attached to and is incorporated herein by reference.

There is an easement retained by the sellers for ingress and egress using the driveway entrance on the above property for the benefit and use by the adjoining property which also belongs to the sellers, for the sellers, their heirs, tenants and or assigns. There is also an easement retained by the sellers for any lateral lines from the house septic on the adjoining property, in the event that any should run or extend over on the above property. (It is unknown whether any do or not). Said easement shall include repair, maintenance or replacement of such. This easement shall be for the sellers, their heirs, tenants and or assigns.

**Restrictions:** No junk yards. No salvage yards or auto recycling. No saw mills or log yards. No grain handling facilities. No feed lots or livestock. No single wide manufactured homes. Double wide manufactured homes allowed provided that they are on a permanent foundation of concrete or concrete block and are no older than 3 years of age at the time of placement on the property. Any auto repair, body shops or car lots must keep all non running vehicles to the rear of the property.

This property is subject to any easements, restrictions, or right of ways, whether implied or of record and it is subject to any zoning or right to farm laws which may apply or exist.

Any items disclosed by the sellers about the condition of the property will be covered in the auctioneers' announcements. This property sells in its AS IS condition, as shown in this contract.

The building, lot, any outbuildings, and/or any other improvements (inclusive of any and all systems associated therewith, such as electric, water and drainage) are being sold, transferred and conveyed in their "AS IS" and "WHERE IS" condition with no representations or warranties of any kind or nature, whether expressed or implied, and as more specifically set forth in the contract of sale. The property is being sold subject to any and all easements, right of ways, declarations, covenants, restrictions, and conditions which are implied or appear of record. In addition, this property is being sold subject to any and all existing utility easements whether implied and/or which appear of record. This property is also being sold subject to any and all ordinances, zoning and/or right to farm laws which may apply or exist. This property may be subject to a water or other utility inspections as required by utility companies, prior to transfer of such utilities. Any violations, corrections or upgrades required, will be the responsibility of the purchaser to correct. There has been no flood zone determination done by the sellers or the auctioneers. There have been no septic evaluations or perk test done by the sellers or the auctioneers. The property sells in its AS IS condition as shown in this contract.

No appliances and no personal property are included in the sale (except for built in appliances), unless specified herein, and all remaining personal property and appliances, if any, is being sold separate and / or belongs to the sellers. Any personal property or trash that is not sold and that is not removed by the sellers, OR any personal property that is sold and that is not removed by the buyers there of, by the closing date, (unless other arrangements have been made with the sellers/buyers or auctioneers OR announced by the auctioneers), shall become the property of the real estate buyer to use or to dispose of. The sellers or the auctioneers will not remove any garbage, rubbish or other items. Any damage to the real estate such as ruts, tracks, ect., done by vehicles or equipment prior to, during or after the auction will be the buyers responsibility to repair.

This property is located in Taylor County, State of Kentucky, and is more fully described as a part of the property described in Deed Book 347, Page 295, and in an Affidavit of record in Deed Book 348, Page 764, records of the Taylor County Court Clerk's Office in Campbellsville, Kentucky. Sherry Myers and Gerald Myers acquired the property from the George S. Myers Irrevocable Trust. Terry Myers acquired all of the interest of Gerald Myers by his will of record in Will Book 32, page 506. Subject, however, to street, public utilities right-of-ways, building restrictions, driveway easements, party wall agreements, if any shown of records, for the price and sum of:

(Bid Price \$ \_\_\_\_\_)

(PLUS a 10% buyers premium equaling \$ \_\_\_\_\_)

= **TOTAL SALES AND PURCHASE PRICE OF \$ \_\_\_\_\_**

Purchase price to be paid by the buyer as follows: \$ \_\_\_\_\_ Dollars, at the signing of this Contract, the receipt whereof is hereby acknowledged by the seller, and which is deposited with KESSLER AUCTION & REALTY CO., Escrow Account, as part of the consideration of the sale; the balance to be paid in the following manner: \$ \_\_\_\_\_ Dollars, cash on delivery of the deed as herein provided, and deed to be delivered with payment in full and closed on or before December 17, 2024. (Simulcast, internet, phone or absentee bidders, shall sign a real estate sales and purchase contract either in person or by electronic signature within 24 hours of the conclusion of the auction and shall pay the earnest money deposit by 5:00 P.M. on the 2nd business day following the auction).

Sellers Initials, Date, and Time \_\_\_\_\_

Buyers Initials, Date, and Time \_\_\_\_\_

TERRY MYERS AND SHERRY MYERS & CHARLES SONNENBERG

NOVEMBER 2, 2024.

SELLERS

BUYERS

DATE

If for any reason that the purchase contract price, terms or conditions are different than those announced by the auctioneer, both parties agree to amend this contract to correct the purchase price and or the terms and conditions.

Said closing shall take place at the office of Kessler Auction & Realty Co., 304 East Broadway, Campbellsville, Ky. or at another location which is acceptable and approved in advance by the Auctioneers/Brokers. All funds at closing shall be in the form of: Cash, cashier's check, certified funds or pre-approved personal check at auctioneers' discretion and shall be made payable to Kessler Auction & Realty Co. Escrow Account and the auctioneers shall make all disbursements required at closing. Kessler Auction & Realty Co, John Kessler and John Wayne Kessler, Brokers-Auctioneers are agents for the sellers and their fiduciary duty belongs to the sellers. It is agreed and understood by all parties that no dual agency is created by the payment of the buyers premium.

This property, including all improvements, is sold "AS IS" AND "WHERE IS" with absolutely NO representations or warranties of any kind or nature, whether expressed or implied, by the sellers or the Auctioneers/Brokers, as to condition in any way or as to fitness for a particular use or purpose all of which are expressly disclaimed and denied. Without limiting the generality of the foregoing disclaimer of representations and warranties, the sellers and the Auctioneers/Brokers deny and disclaim any and all representations and warranties associated with or concerning the property or the structure of any building/improvement, roofs, flooring, water, water systems, water lines, plumbing, plumbing systems, electric, electrical systems, sewage/septic systems (including the existence and working condition thereof, or to the granting of any new systems), heating and/or air conditioning units or systems (including the existence and working condition thereof), wood destroying insects, such as termites, including but not limited to any damage from wood destroying organisms/insects/termites, lead based paint, any environmental risk or hazardous substances, the existence of asbestos, mold, mildew or fungi, the square footage of house or size of any buildings or structures, lot/land size including the boundary lines or corner markers, uses, zoning, meeting of set-back lines, encroachment of any buildings, fences or drive ways across property lines, granting of highway entrances or tiles, availability of utilities including water, electric or other, location in or near a Flood Zone, existence of any easements, right of ways or restrictions, or any other condition. The purchaser has inspected the property, or had the opportunity to inspect and declined to do so, and accepts the property and all improvements/systems "as is" and "where is" without recourse against the seller and/or the Auctioneers/Brokers. This is a NO contingency contract. The buyer's obligation to close on the purchase of the property is absolute, unconditional and is not subject to buyer obtaining financing. This contract is subject to any addendums or Exhibits attached.

All information contained in any advertising or given in the auction announcements, is believed to be true and correct but is not guaranteed. No liability for accuracy, errors or omissions is assumed or implied by the sellers or auctioneers and in no event shall either be held liable. The purchasers wave the right to a Lead Based Paint Inspection as shown on the attached Lead Based Paint Form if applicable. All terms and conditions contained in this contract shall survive the closing. The purchasers further acknowledge, understand and accept the terms and conditions of the auction and the auctioneer's announcements and the terms and condition sheets, which by reference are all made a part of this contract and the purchaser agrees to abide by these terms and conditions.

Taxes: The real estate taxes for the year 2024 will be Paid by the sellers.

Insurance: Sellers shall keep the property insured against any and all causes of loss or liability until title passes. The Purchaser may insure their insurable interest with the signing of this contract.

Possession: The buyers to take possession of the property upon payment in full and with delivery of deed.

The sellers shall deliver to the buyers a General Warranty Deed, properly executed and conveying said property free and clear from all liens and encumbrances whatsoever. Title examination may be had at the purchaser's own expense. If title is defective and is not remedied by the seller in fourteen (14) days from the date notified, the seller shall reimburse the buyer for said title expense. Any items disclosed in this contract or in the auction announcements along with any existing utility easements or any other easements, restrictions or right of ways, would not be considered as a defect on the title as outlined herein.

If the sellers have complied with their obligations under this Contract and are capable of furnishing good title as herein required, but the buyers fail to comply with the buyers obligations which are required by the closing date shown in this contract, then the money deposited by Buyers as aforesaid shall be forfeited by the buyers as liquidated damages, and shall be divided 50% to the seller and 50% to the firm of Kessler Auction & Realty Co. The Buyers and Sellers expressly authorize and give consent for the auctioneers to disburse the funds according to the terms of this contract without further notice to them.

This contract may be signed in multiple parts with each being an original and constitutes a single agreement. Fax, e-sign or email signatures shall be as valid as originals.

IN WITNESS WHEREOF, said parties hereunto subscribe their names and have received a copy of this 2 PAGE agreement.

WITNESS:

SELLERS

\_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
TERRY MYERS Time: \_\_\_\_\_

**SAMPLE**  
SHERRY MYERS

\_\_\_\_\_ Date: \_\_\_\_\_  
SHERRY MYERS Time: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_  
CHARLES SONNENBERG Time: \_\_\_\_\_

BUYERS

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