

JOHN M. KESSLER  
PRINCIPAL BROKER - AUCTIONEER

JOHN WAYNE KESSLER  
BROKER - AUCTIONEER



## AUCTION & REALTY CO., INC.

304 East Broadway — P.O. Box 271, Campbellsville, Kentucky 42719-0271  
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For The Best In Auction & Private Sales  
"Successful Auctions Since 1938"



PAGE 1 OF 2

### REAL ESTATE AUCTION SALES & PURCHASE CONTRACT

THIS CONTRACT, made and entered into this 28th day of June, 2025 by and between: Ruth Jane Wheatley, single of 119 Old Pitman Road, Campbellsville, Ky. 42718 the sellers, and SAMPLE the buyers.

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 house and lot located at 636 Lebanon Avenue, Campbellsville, Ky., and being the same property that formerly belonged to the Late Wilma Gaddie. The house is an aluminum sided 2 story and contains approximately 4 bedrooms, 2 baths, and an attached carport. Other improvements consist of a detached storage building and a detached garage, which according to a 2022 survey, said garage encroaches approximately 6 feet into the Duffy Street right of way. The lot is described as Lot #1 of the Wilma Gaddie and the Late Rev. George Gaddie Property as shown on a plat of record in Plat Cabinet E, Slide 212, by a 2022 survey completed by Dabney Engineering & Land Surveying. The lot fronts on Lebanon Avenue approximately 115' and front on Duffy Street approximately 185'. Said lot is subject to a driveway and access easement crossing Lot #1 and being in favor of Lot #2, as shown on the plat. This is a part of the property described in the deed of record in Deed Book 347, Page 366, records of the Taylor Co Clerks Office. **HOWEVER, there is excepted and not included a strip approximately 5' in width near the back south east side as staked that is being conveyed to the owner of Lot #2 of said plat.** A copy of the 2022 survey plat marked **EXHIBIT A** and a copy of the plat for the strip being conveyed off marked **EXHIBIT B** are attached to and is incorporated herein by reference

According to the Planning and Zoning Map online, this property is Zoned R1. A portion or all of Lebanon Avenue has been recognized/designated as a "Historical District" which includes this property. The framed certificates that relate to this property are on the fireplace mantel.

This property is subject to any easements, restrictions, or right of ways, whether implied or of record and it is subject to the Zoning Laws of the City of Campbellsville, any other 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 house, 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.

The appliances currently in the kitchen shall remain with the property. No other 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 366, records of the Taylor County Court Clerk's Office in Campbellsville, Kentucky. 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 \$ SAMPLE

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 August 12, 2025. (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).

PAGE 1 OF 2 CONTRACT CONTINUED ON PAGE #2

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

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

# REAL ESTATE AUCTION SALES & PURCHASE CONTRACT PAGE 2 OF 2

RUTH JANE WHEATLEY  
SELLERS

Sample  
BUYERS

JUNE 28, 2025  
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 2025 will be pro-rated as of June 30, 2025.

**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 buyers shall at closing pay for their personal title exam, any loan closing cost or points, and for any and all fees charged by the lender, the buyers attorney or by any title company for conducting the closing.

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

\_\_\_\_\_

Sample  
RUTH JANE WHEATLEY

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

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

BUYERS

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





QUESTIONS

11/20/75  
11/22/75  
11/23/75  
11/24/75

☐ **Explain** Explain how the following factors affect the rate of a reaction:

10

100

10

**GPS NOTE:** The survey shown hereon is based on GPS data collected by Miller, Tungate Land Surveying, LLC, using both GPS Static and RTK methods with dual frequency Carlson 9850 and 527 receivers. Data was also collected using a dual frequency 1000 equivalent base station and a dual frequency 527 rover. Acceptable positional tolerances were achieved by additional measurements on a GPS control points.

OWNER'S CERTIFICATION

I do hereby certify that I am the owner of record of the property shown hereon, and do hereby adopt this survey.

1

DATE \_\_\_\_\_

CERTIFICATE OF ADOPTION

**CERTIFICATE OF APOURVOUEMENT**  
I certify that I am a notary for the state-at-large. I further  
certify that the above owner signatur(a) is legal and have been  
advised by the best of my knowledge and belief.

Notary Public

2

Date Completed Exo 100

EDGE OF ORKNEYWAY  
Ruth Jane Whetley 356  
24 547. Page 312)

LEBANON AVE  
SEE NOTE 4

SEE NOTE 4

EDGE OF ORKNEYWAY  
Ruth Jane Whetley 356  
24 547. Page 312)

134C  
KAN Construction Management, Page 462  
Need Book 338

STATE of KENTUCKY  
GREGORY H  
TUNGATE  
3997  
LICENSED  
PROFESSIONAL  
LAND SURVEYOR

**NOTES:**  
1 - Tax property shown on T-11 after 10 days after receipt of copy and documents submitted in all required  
2 - Borrowing is a violation of Capital Markets for individuals for  
3 - July 10, 2024

3 - The discrepancy shown here, 7.6, is not at all significant, as conveyed to both the director by the chief of the Federal Bureau of Investigation, J. Edgar Hoover, in a letter dated 1942, and the Chief of the Federal Bureau of Investigation, J. Edgar Hoover, in a letter dated 1942.

[illegible]

I hereby certify that the survey dictated by this plot was done by persons under my direct supervision by the method of random traverse with subjects and is true and correct to the best of my knowledge and belief. The unadjusted precision ratio of the traverse was 1:71,582 and was included. The survey is shown herein to an urban class survey and is included. The survey is shown herein to an urban class survey and is included. The survey is shown herein to an urban class survey and is included.

Jan 24, 2025

percentage of daily  
new cases, and not constitute a true burden of new surges, and up to  
about the same level is not suggestive for the investigation of  
transmitted risk. The magnitude of such temporal movements of any other factor  
and we would like to see how much they are different.

CITY OF CAMBRIDGE  
CERTIFICATE OF APPROVAL FOR DISCHARGE  
I hereby certify that the enclosed part of  
comply with the Sanitation Regulations for  
exceptions at such variance. If 2012, 2013, are  
Planning Commission and that it has been  
trust of the public.

CHAIRMAN OR SECRETARY  
PLANNING COMMISSION