



Chelf Auction & Realty
713 Sturbridge Ct.
Bowling Green, KY 42103

UNIFORM SALES AND PURCHASE CONTRACT

Date: April 29, 2025

Through you as the agent, I/We agree to purchase the following property located in or near Auburn, Kentucky 42206, Logan County, including all improvements, known as 308 Walnut Street, Deed Book 490 Page 135. PVA Parcel Number 137-03-02-003-00, House & Lot

Purchase Price:

The total purchase price, including a 7 % Buyer's Premium, is \$ _____

payable as follows:

- A 10% non-refundable down payment of \$ _____ due at the signing of this contract.
- Balance due in cash at closing \$ _____.
- Closing Date on or before May 29, 2025.

The down payment will be held in an escrow account by David A. Chelf, Principal Broker/Auctioneer ("Broker/Auctioneer").

Non-Contingent Agreement:

This purchase agreement is a non-contingent contract and is not subject to financing.

Closing Costs and Conditions:

- Normal and customary closing costs will apply.
- Deed preparation and transfer tax will be paid by the Seller.
- Attorney's opinion of title will be paid by: Seller X Purchaser.
- The Closing Agent's fee will be split equally between the Seller and Purchaser, unless Purchaser has been approved for financing with a lender, then Closing Agent's fee will be paid by the Purchaser.
- This transaction shall be closed by the Seller's designated Closing Agent, or by _____, provided such Closing Agent is mutually agreed upon by both the Seller and the Purchaser.
- The Purchaser will cover all other closing costs, including title insurance.

Property Care, Utilities, and Insurance:

Until possession of the real estate is transferred to the Buyer, the Seller shall maintain the property in good condition. The Seller shall be responsible for the payment and maintenance of all utilities and property insurance through the Closing Date. All utility services shall be transferred to the Buyer at Closing. If the Closing is scheduled for the afternoon or falls on a legal holiday, the transfer of utility services shall occur on the next mutually agreed-upon business day.

Property Condition and Inspection:

The Purchaser acknowledges that the property was available for inspection before the sale and had the opportunity to conduct an independent inspection. The Purchaser waives all post-sale inspection rights and agrees that neither the Seller nor the Broker/Auctioneer is required to make any inspections or repairs. This is a "CASH, AS-IS" sale, not subject to financing, and the Purchaser agrees to close on or before the designated closing date. Furthermore, the Purchaser acknowledges the Broker/Auctioneer is an agent of the seller.

Fixtures:

Fixtures (any item that would damage the real estate if removed) will remain with the property unless otherwise noted. The following items will remain with the real estate: The refrigerator and electric range in the kitchen remain, and two carports and two outbuildings remain with the real estate

Title and Deed:

An unencumbered, marketable title will be conveyed by a General Warranty Deed, subject to recorded or unrecorded easements, restrictive covenants, and any restrictions imposed by the Planning and Zoning Commission. Except None

Additional Terms & Conditions:

{1} The real estate is selling subject to the existing legal description, and this real estate closing and this transaction is not contingent upon a new survey. {2} Any personal property or debris on the premises after the closing belongs to the Purchaser.

Deposit:

A down payment of \$_____ is made as evidence of good faith, to be applied to the purchase price upon transfer of the deed or refunded if the title proves defective or the offer is not accepted. If the title is defective or if the sale is subject to a zoning change or plat recording, the Purchaser will allow the Seller 30 days to resolve the issue at the Seller's expense.

Default and Remedies:

If the Purchaser fails to perform under this contract, the down payment will be forfeited as partial liquidated damages without affecting the Seller's other legal remedies. The Seller will receive 50% percent of the forfeiture, and the Broker/Auctioneer will receive 50% percent. Either party may seek specific performance of this agreement.

Commission:

The Seller agrees to pay the Broker/Auctioneer a commission as per the listing contract dated March, 2025

Possession:

Possession will be given at closing with delivery of Deed.

Closing Date:

If the closing date falls on a Saturday, Sunday, or legal holiday, it will be extended to the next business day.

Prorated Taxes:

Property taxes for 2025 will be prorated to the date of closing.

Purchaser Acknowledgment:

The Purchaser acknowledges that they have read and understood this contract and are not relying on any verbal statements or representations. The Purchaser has inspected the property and accepts it "AS IS," with all faults. The Purchaser shall not assign any rights under this agreement without the prior written consent of the Seller. This agreement shall be binding upon the parties hereto and their respective heirs, successors, and permitted assigns.

Survival of Provisions:

The provisions of this contract will survive the closing.

Acceptance:

This offer must be accepted by _____ AM/PM on _____, 2025, or it will become null and void. This contract is executed in separate duplicate counterparts, exchanged between the parties.

Seller's Information:**Purchaser's Deed Information:**

- Deed to: _____
- Seller(s): _____
- Address: _____
- Telephone: _____

The above proposition is accepted this _____ day of _____, 2025, at _____ AM/PM. Seller(s) acknowledge receipt of a copy of this contract.

Purchaser(s): _____

Seller(s): _____

Witness: _____

Agent Contact:

David Chelf
Principal Broker/Auctioneer
270-791-5021, davidchelf67@gmail.com

308 Walnut St. Auburn, Ky

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ☒ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Michael P. Miller 2/28/2025
Seller Date

Seller Date

Purchaser Date

Purchaser Date

Agent Date

Agent Date