

## REAL ESTATE PURCHASE CONTRACT

Date: May 23, 2023

**1. Description:** I, or We, hereafter referred to as BUYER, hereby agree to purchase the property known as 10410 Forest Garden Ln., City of Lyndon, Louisville, Jefferson County, KY, 40223 being the same property recorded in Deed Book 10180 Page 0904, and BEING Lot 15 of the Forest Garden Patio Homes a/k/a Forest Garden/Village Patio Homes, a/k/a Forest Green Patio Homes, Section 1, as shown on plat of same recorded in Plat and Subdivision Book 44, Page 16, in the Office of the County Clerk of Jefferson County, Kentucky. Tax identification ID 21-3065-0015-0000.

**2. Sale Price:** For the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Payable as follows: a fifteen thousand dollar (\$15,000.) down payment with the signing of this contract by the BUYER with the remaining balance to be paid at closing. This contract is not contingent on any appraisal, financing, or inspection. This contract is not assignable.

**3. Closing:** Closing shall occur on or before Thursday, July 6, 2023, at a time mutually convenient to and agreeable between BUYER and SELLER. BUYER and SELLER shall each pay their respective closing costs as is common and customary to Jefferson County, KY legal practices. However, the maximum title charges to be paid by the SELLER, including but not limited to attorney fees and document preparation, shall not exceed \$450.00. The Buyer is subject to a \$124.00 HOA transfer fee and the first month's maintenance fee both to be paid to Kentucky Realty Corp., the HOA management company, at closing.

**4. Possession:** SELLER shall transfer possession of the property to BUYER at closing upon transfer of title.

**5. Real Estate Taxes:** All real estate taxes currently due and payable in the calendar/fiscal year of closing and the monthly \$300.00 HOA maintenance fee shall be prorated between the BUYER and SELLER as of the date of closing.

**6. Deed:** An unencumbered marketable title to said property to be conveyed by Special Warranty deed with the usual covenants such as any title company will insure, except easements of record, restrictive covenants of record as to the use and improvements of said property, and except applicable regulations imposed by the county and city planning and zoning commission.

**7. "As-Is" Condition:** Property is being sold and purchased in "as-is" condition, "with-all-faults", with no guarantees or warranties of any kind as to condition, fitness, use, or future use of the property and with all defects, apparent, non-apparent, and latent. BUYER hereby acknowledges that they have read and understand the Renaissance Design Build, Inc. Structural Engineering Investigation report, The Dwyer Co., Inc. repair invoice, and the exterior masonry conclusion statement. BUYER hereby acknowledges that they have had the opportunity to inspect and research all aspects of the property. BUYER also hereby acknowledges that they have read and understand all the information available on the online bidding site to their complete and full satisfaction prior to bidding. All information, including square footage, lot size, and documents provided in advertising and otherwise are believed correct, but are not guaranteed. This property is sold and purchased subject to the Forest Garden Master Deed with the Third Amended and Restated Declaration of Covenants, Condition, and Restrictions. BUYER hereby acknowledges that they have read and understand Forest Garden Master Deed, Budget, Condominium Seller's Certificate, Unaudited Financial Document, and the Certificate of Liability Insurance.

**8. Waiver of Inspections:** Both BUYER and SELLER agree to waive all inspections including, but not limited to, home, lead based paint, termite, and radon.

**9. Default:** Time is of the essence and this is an irrevocable offer to purchase with no contingencies. In the event the BUYER fails to perform according to the terms of this contract for any reason, it shall be considered a breach of contract by the BUYER and the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of SELLER'S further remedies. Any legal expense incurred to enforce BUYER'S compliance and performance of this contract shall be the responsibility of the BUYER. Wardlow Auctions, Inc. is the agent of the SELLER.

**10. Down Payment:** As evidence of good faith binding this contract, a down payment of fifteen thousand dollars (\$15,000.) is made herewith to be applied on the purchase price upon passing of deed or refunded should title prove uninsurable. The down payment shall be paid to Wardlow Auctions, Inc. and placed in its escrow account until closing or forfeited due to BUYER'S failure to close.

**11. Selling Commission:** SELLER is to pay an auction selling commission as per the Auction Listing Contract.

**12. Risk of Loss:** All risk of loss with respect to the property shall remain with the SELLER until the closing and delivery of deed to BUYER. In addition, the BUYER also has an insurable interest in the property from the date of this contract and the BUYER is hereby notified that insurance should be placed upon the property immediately to protect that interest.

**13. Other Provisions:** 1) All attached lighting fixtures, ceiling fans, wall to wall carpet, and window treatments will remain with the house. 2) All other personal property will be sold separately from the house.

**14. Entire Agreement:** I or we, as BUYER(S) have read the entire contents of this contract and attest that we are not relying on verbal statements not contained herein. We further certify that we have examined the property described above and that we are acquainted with its condition and accept it as such. We acknowledge receipt of a copy of this contract.

Buyer(s) Name Printed - \_\_\_\_\_

BUYER	DATE	TIME	BUYER	DATE	TIME
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The above offer is hereby accepted on this 23rd day of May, 2023, at \_\_\_\_\_ AM/PM.

SELLER acknowledges receipt of this contract.

Seller: The Robert F. Sexton, Jr. Estate  
By Elizabeth Schutz, Executrix

Seller: The Robert F. Sexton, Jr. Testamentary Trust  
By Elizabeth Schutz, Trustee