

THIS PURCHASE AND SALE CONTRACT, made and entered into this _____ day of _____, 20____ by and between

<u>Mike Deaton, Executor</u>	<u>PO Box 44, Commiskey, IN 47227</u>	_____
NAME	ADDRESS	PHONE
<u>of the Dr. Joseph E. Deaton Estate</u>	_____	_____
NAME	ADDRESS	PHONE
SELLER'S EMAIL _____	SELLER'S EMAIL _____	

hereinafter individually or collectively referred to as "SELLER" and

_____	_____	_____
NAME	ADDRESS	PHONE
_____	_____	_____
NAME	ADDRESS	PHONE
BUYER'S EMAIL _____	BUYER'S EMAIL _____	

hereinafter individually or collectively referred to as "BUYER."

WITNESSETH:

That SELLER agrees to sell and convey and BUYER agrees to purchase and pay for the following described real estate situated in Daviess County, State of Kentucky together with all improvements thereon, more particularly described as follows 3 Tracts located at 1631 Hill Bridge Rd., Owensboro, KY. Tract 1 containing 4.252 AC / barn Tract 2 containing a home, lake, barn and 15.956 AC and Tract 3 containing 12.443 AC.

_____ and being the same property recorded in Deed Book No. 508
Page No. 563, in the Daviess County Court House at Owensboro

The BUYER agrees to pay therefore the sum of:

\$ _____, to be paid as follows: Write what tract/tracts this bid reflects here
 \$ _____, in Cash, the receipt of which is hereby acknowledged, and which is deposited in KURTZ AUCTION AND REALTY COMPANY'S Escrow Account (hereinafter referred to as "KURTZ") and, submit 10% deposit with sealed bid.
 \$ _____,
 \$ _____, due with deed, to be prepared and delivered on or before April 30th

Upon fulfillment of this contract by the BUYER, the SELLER agrees to furnish the BUYER a good and sufficient Warranty Deed, and to give full possession of said real estate at closing

SELLER agrees to pay all property taxes due and payable pro-rated based on sale price percentage basis and collected at closing

BUYER agrees to pay all property taxes from closing based on sale price percentage basis

This agreement shall constitute only an "offer to buy" until such time as the agreement is executed by all of the parties owning any interest in and to the above described property. KURTZ will use diligence to complete this transaction by obtaining the signatures of the SELLER but shall not be liable in the event all of the SELLER's signatures cannot be obtained. Both parties agree that KURTZ and its agents are acting as agent only in bringing together BUYER and SELLER, and that KURTZ will not be held liable to either party for the performance of any term or covenant to this agreement or for damages for non-performance thereof.

If BUYER defaults in any of the BUYER's obligations hereunder, all sums paid hereunder by BUYER may be retained by SELLER and KURTZ in accordance with their agreement. Any legal fees, court costs, or related expenses incurred by the SELLER or KURTZ as a result of the BUYER's default or dispute(s) shall be paid by the BUYER.

We have read this contract, understand fully the contents thereof, and acknowledge receipt of same. We are not relying on verbal statements not contained herein, except, if the sale is an auction, it is subject to all announcements made at the auction. This property sells subject to any easements, rights-of-way, applicable planning and zoning regulations, any USDA or other governmental agency's regulations and any other restrictions that exist. If this contract involves USDA conservation easement(s) contract(s) or other agreements that run with the land, BUYER consents to assume any duties associated therewith, including the obligation to execute any documents with respect to said conveyance. We further certify that we have examined the property described hereinabove, we are thoroughly acquainted with its conditions and accept it as such. All the components of all improvements on this property, as well as all other components of this property sell on an "AS IS BASIS" with no warranties whatsoever. There is also no warranty by the SELLER nor KURTZ as to any particular use to which this property may be put.

If this contract involves residential structure(s) built before 1978, then the BUYER, hereby agrees that they have had available the pamphlet "Protect Your Family From Lead in Your Home". The SELLER has no knowledge of the existence or the absence of any lead-based paint in this home. The SELLER or KURTZ are not required to provide testing and/or removal in regard to lead-based paint. The lead-based paint rules do not and can not invalidate this sale agreement. The BUYER hereby waives his/her rights to the 10 days post-sale inspection period for lead-based paint.

The buyers deed description will be based on the most recent survey. Any additional boundary line marking will be the responsibility and expense of the buyer.
The seller is making no mineral reservations and will convey whatever mineral rights he may own.
This purchase agreement is subject to the confirmation of the seller, with the seller reserving the right to accept any bid and/or tract combination bids.

Witness these signatures this day and year first above written at City of _____, State of _____

Seller _____	Buyer _____
Seller _____	Buyer _____
Seller _____	Buyer _____
Seller _____	Buyer _____

KURTZ AUCTION AND REALTY COMPANY By: _____ Witness _____