



CONTRACT TO PURCHASE REAL ESTATE VIA AUCTION

(This is a legally binding contract. If not understood, seek legal advice. For real estate advice, consult your Realtor)

DATE: September 22, 2020

1. **PROPERTY DESCRIPTION:** The undersigned Purchaser agrees to purchase from the undersigned Owner (Seller) through *Area Group, LLC*, (Broker), the following described real estate in Greenup County, KY and more commonly known as:

1303 Main Street, Greenup, KY 41144;

Greenup County PID: 148-20-02-058.00; Map Reference: 26580; Census Tract: 0405.02

2. **PRICE AND DEPOSIT:** Purchaser agrees to pay: **High Bid Amount of \$** _____ plus **10% Buyer Premium of \$** _____ equaling a **Total Contract Price of \$** _____ for the subject Real Estate. **A Non-Refundable Down Payment of \$** _____ is to be paid at the time of this contract and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached).
3. **BALANCE & CLOSING:** Balance of Total Contract Price shall be paid in the form required by Escrow Agent on or before October 15, 2020. Closing date shall be automatically extended up to 30 days if Auctioneer deems necessary without penalty to the Seller.
4. Transaction will close through: _____.
5. **OBTAINING FINANCING:** This purchase is not contingent upon the Purchaser obtaining financing. There are no buyer contingencies.
6. **BINDING OBLIGATION:** Purchaser is **buying the property As-Is, Where-Is and Without Recourse**. If Purchaser fails to close for any reason whatsoever, except a non-marketable title, Purchaser voluntarily agrees to forfeit entire down payment and may be held liable to Seller for any deficiency, plus court costs and reasonable legal fees, resulting from any subsequent resale of the property. Time is of the essence and this is an irrevocable offer to purchase, with no contingencies. In the event Purchaser fails to perform according to the terms of this contract, the down payment shall be forfeited as partial liquidated damages, and not as a penalty, without affecting any of Seller's further remedies. Either party may demand specific performance of this agreement.
7. **OWNER'S CERTIFICATION:** Seller(s) certifies to Purchaser that, to the best of Seller's knowledge: (A) there are no undisclosed latent defects; (B) there are no pending orders or ordinances or resolutions that have been enacted or adopted authorizing work or improvements for which the Real Estate may be assessed, except: _____; (C) there are no City, County or State orders that have been served upon Seller(s) requiring work to be done or improvements to be made which have not been performed, except: _____.
- Inspections regarding habitability and use of the Real Estate shall be the responsibility of the Purchaser. All Inspections must be completed prior to Auction. PURCHASER IS RELYING SOLELY UPON HIS EXAMINATIONS OF THE REAL ESTATE, AND THE SELLER'S CERTIFICATION HEREIN FOR ITS PHYSICAL CONDITION AND CHARACTER, AND NOT UPON ANY REPRESENTATION BY THE AUCTIONEERS/BROKER INVOLVED, WHO SHALL NOT BE RESPONSIBLE FOR ANY DEFECTS IN THE REAL ESTATE.
8. **INDEMNITY:** Seller and Purchaser recognize that the AUCTIONEERS/BROKER are relying on information provided by Seller or his/her agents in connection with the Real Estate, and agree to indemnify and hold harmless the Auctioneers/Broker, their agents and employees, from any claims, demands, damages, suits, liabilities, costs and expenses (including reasonable legal fees) arising out of any misrepresentation or concealment of facts by Seller or his/her agents.
9. **CONVEYANCE AND CLOSING:** Seller shall convey marketable title to the Real Estate by **Limited Warranty** deed with release of dower right, if any, AND SUBJECT TO THE RIGHTS OF THE TENANTS, if any, under existing leases and State Law. Title shall be free and unencumbered as of Closing, except restrictions and easements of record and except the following assessments (certified or otherwise): **of record**.
10. **CONDITION OF IMPROVEMENTS:** The risk of destruction or substantial damage by fire or Act of God prior to delivery of deed is assumed by Seller. Seller agrees that on possession, the Real Estate shall be in the same condition as it is on the date of this contract, except for ordinary wear and

tear. If the Real Estate should be damaged or destroyed by fire or other casualty and if, prior to Closing, the real Estate shall not be repaired or restored by and at the Sellers expense, to a condition as good as it was prior to the damage or destruction, then Purchaser, at his option, may terminate this contract by written notice to Seller and the Down Payment Shall be returned to Purchaser. While this contract is pending, Sellers shall not change any existing lease or enter into any new lease, nor make any substantial alterations or repairs without the consent of the Purchaser. In addition, the Purchaser also has an insurable interest in the property from date of this contract. Purchaser is hereby notified that insurance should be placed upon the property immediately to protect Purchasers' interest.

11. **DISCLOSURE:** _____ - is a licensed Real Estate Broker or Sales Person.
12. **POSSESSION:** Possession shall be given at closing subject to Tenants' Rights, with deed. (Until such date, Seller shall have the right of possession free of rent, but shall pay for all utilities.) No work can be done on the property by the Purchaser until possession is given.
13. **AGENCY DISCLOSURE STATEMENT:** Purchaser acknowledges having reviewed and signed the Agency Disclosure Statement.
14. **SOLE CONTRACT:** The parties agree that this offer constitutes their entire agreement and that no oral or implied agreement exists. Any amendments to this offer shall be made in writing, signed by all parties, and copies shall be attached to all copies of the original offer. This offer shall be binding upon the parties, their heirs, administrators, executors, successors and assigns.
15. **TERMS:** Sells absolutely to the highest bidder subject to no minimum and no reserve.
16. **\$ _____** must be deposited by successful bidder upon execution of this agreement as down payment by Cash or Check (presented with positive I.D). This non-refundable down payment will be held in trust by Broker and transferred to Escrow Agent to be applied to the Total Purchase Price at closing.
17. **BUYER'S PREMIUM:** A 10% Buyer Premium will be added to the high bid amount to determine the Total Contract Price to be paid by Purchaser.
18. **TAXES:** Property taxes shall be prorated in the manner customary with local norms.
19. This property is being sold at Auction, without recourse. Personal on-site inspection/s of the property or properties is strongly recommended. The property will sell "as is, where is," with no warranty expressed or implied as to improvements, availability of utilities, zoning, or environmental and wetland issues. Information presented online and in all other marketing materials was obtained via sources deemed reliable. However, neither Auctioneers/Broker nor their agents will be responsible for any errors or omissions herein. Announcements made at the auction will take precedence over written material, advertisements, or any other oral statements made prior to the day of auction. Purchasers should carefully verify all items and make their own decision as to the accuracy thereof before relying on same. Except in the case of an absolute auction, Auctioneer/Broker reserves the right to bid on behalf of the Seller. Auctioneer reserves the right to bid on behalf of himself at any auction. The Seller and Auctioneer/Broker reserve the right to preclude any person from bidding if there are any questions as to the person's credentials, fitness, etc.
20. Auctioneer/Broker hereby acknowledge that they represent the Seller. An Agency Disclosure Statement must be signed by the Purchaser.
21. Purchaser shall be responsible for all closing costs including transfer taxes, recording fees, title search, and deed preparation. Seller is responsible for real estate tax prorata, mortgage releases and guarantees to convey a good and marketable title. The Purchaser shall be responsible for survey cost, if a survey is required for a transfer. *Purchaser is responsible for all other costs associated with closing.
22. By bidding, Purchaser agrees to waive their right to receive a Residential Property Disclosure; their right to 10 day post-inspection for lead-based paint and their right to rescind this Contract to Purchase.
23. Real Estate is sold through Area Group, LLC., Brent Semple, KY Broker #181648 by Tim Lile, KY Auctioneer #258319.
24. **OTHER:** NONE
25. **EXPIRATION/ACCEPTANCE:** ACCEPTED
26. **MAKE DEED TO:** (Print legibly and identify entity taking title precisely):

~ Signatures on Following Page ~

Purchaser has read, fully understands and approves the foregoing Contract To Purchase and acknowledges receipt of a signed copy.

Print

Sign

Date

PURCHASER: _____

PURCHASER: _____

FULL ADDRESS: _____

PHONE: _____ EMAIL: _____

27. **ACTION BY OWNER: ACCEPTED.**

Print

Sign

Date

SELLER: **Peoples Bank by Paul J. Gray, VP, Loss Mitigations & Collections** _____

FULL ADDRESS: 138 Putnam St., Marietta, OH 45750 _____

PHONE NUMBERS: (740)374-6146 _____ Paul.Gray@PEBO.com _____

28. **DEPOSIT RECEIPT:**

29. **CO-OP AGREEMENT:**



Brent Semple - KY Broker License #181648
(513)341-9378 ~ Brent.Semple@AreaGroupInc.com
Tim Lile, CAI – KY Auctioneer License #258319
(937)689-1846 ~ TimLileAuctioneer@gmail.com



Irrevocable Letter of Instruction Re: Down Payment (Addendum to Contract To Purchase Real Estate Via Auction)

I have agreed to purchase real estate in **Greenup** County Kentucky more commonly known as:

1303 Main Street, Greenup, KY 41144

Parcel#: **148-20-02-058.00** Map Reference: **26580** Census Tract: **0405.02**

under the terms and conditions of the attached Contract to Purchase Via Auction dated: **September 22, 2020**

As part of this transaction I have made a down payment of \$ _____ to **Area Group, LLC.,** who shall transfer said down payment to Escrow Agent to be applied to the Total Purchase Price at closing.

In the event I do not close on this property on or before **October 15, 2020**, I irrevocably instruct **Area Group, LLC., AND/OR Escrow Agent** to disburse my down payment as required under paragraph 2 of the Contract to Purchase Real Estate Via Auction, **UNLESS** Escrow Agent & Broker are previously notified in writing by Purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing **must** be attached).

Paragraph 2 States:

PRICE AND DEPOSIT: Purchaser agrees to pay: **High Bid Amount of \$** _____ plus **10% Buyer Premium of \$** _____ equaling a **Total Contract Price of \$** _____ for the subject Real Estate. **A Non-Refundable Down Payment of \$** _____ is to be paid at the time of this contract and applied toward the Total Contract Price at closing. In the event this transaction does not close for any reason other than non-marketable title or as otherwise agreed by ALL parties, Purchaser agrees that the Down Payment shall be disbursed by Escrow Agent as provided for in paragraph 5 below, **UNLESS** Escrow Agent & Broker are previously notified in writing by purchaser that litigation has been filed with a Court of Competent Jurisdiction (a copy of the filing must be attached)..

Pursuant to paragraph 2 of the Contract to Purchase Real Estate Via Auction above and the authority granted in this Irrevocable Letter of Instruction, I authorize and direct **Area Group, Inc., AND/OR Escrow Agent** to commence with the distribution of my down payment to Seller and their Agents.

Further, I agree to hold **Area Group, Inc., AND/OR Escrow Agent** harmless for any such disbursements to any individuals or entities.

I have reviewed the Contract to Purchase Real Estate Via Auction dated: _____ as well as this attached Irrevocable Letter of Instruction and do hereby confirm that:

1. I accept and agree to the terms and conditions contained in both documents. **(Initial)** _____
2. I have voluntarily executed these agreements. **(Initial)** _____
3. I understand that this authorization and my direction to Escrow Agent may result in none of my down payment being returned to me. **(Initial)** _____

Dated: _____

Purchaser:

Print: _____

Sign: _____