



**Auction Purchase Contract**  
**109 Daventry Lane**

Through Bill Menish with SVN Premier CRE & Auctions (Auctioneer/Broker), I/We will give for the following described real property at 109 Daventry Lane, with parcel ID 169200020000 the offer of \_\_\_\_\_ (\$ \_\_\_\_\_), plus a 10% buyer's premium of (\$ \_\_\_\_\_) for the total purchase price of \_\_\_\_\_ (\$ \_\_\_\_\_), payable in cash for deed with clear title to the Property, to be conveyed by GENERAL WARRANTY DEED, with the usual covenants such as a title company will insure, except easements of record, restrictive covenants of record as to the use and improvement of the Property, and except applicable regulations imposed by the local planning and zoning authority. To provide BUYER with as much information as possible, the website <http://svnpremierauctions.com> was loaded with property photos, PVA's, appraisals, etc. (the "Property Information"). All Property Information was obtained from third party vendors or public records to provide prospective bidders and buyers with independent descriptive information that may be of assistance in making purchasing decisions. The Auctioneers, Agents, Broker and SELLER do not warrant the Property Information to be fully comprehensive or 100% accurate, and the BUYER acknowledges that it is their responsibility to independently verify all Property Information as thoroughly as possible in making their decision to purchase the Property.

BUYER hereby releases the SELLER, Auctioneers, Agents and Broker from any and all liability relating to any defect or deficiency affecting this real estate which release shall survive the closing of this transaction. The BUYER has made all possible reviews and inspections and agrees to purchase the real estate **AS IS, WHERE IS, WITH ALL FAULTS**. The SELLER gives no warranties of any kind with respect to the condition or suitability of the property for the BUYER. Current year taxes will be prorated between the BUYER and SELLER as is customary to Jefferson County, KY. Any delinquent taxes will be paid by the SELLER. Possession of the real estate shall be given with deed. BUYER pays ALL closing costs including document preparation, filing fees, document fees, attorney title and closing fees and transfer tax. Closing shall be on or before July 11th, 2019.

As evidence of good faith binding this contract, a down payment of \$\_\_\_\_\_ is made with this contract to be applied to the purchase price upon passing of deed or refunded should the title prove uninsurable. If the down payment is made with a check, it shall be payable to **SVN Premier CRE & Auctions Escrow**, and this contract will constitute BUYER'S personal demand note guaranteeing the check. Should SELLER, Escrow Agent or Auctioneer be required to pursue collection of the check, the cost of the collection and reasonable attorney's fees will be BUYER'S expense. 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, the down payment is to be forfeited as liquidated damages, not as a penalty, without further legal action required and without affecting any of SELLER'S further remedies. SELLER is to pay an auction selling commission per the Auction Listing Agreement. BUYER'S agent, if any, will receive a broker participation commission per the terms and conditions of the auction offering. All risks of loss with respect to the Property remain with the SELLER until closing. However, BUYER may have an insurable interest in the property from the date of this contract and the BUYER IS ENCOURAGED TO PLACE INSURANCE ON THE PROPERTY TO PROTECT THAT INTEREST.

\_\_\_\_\_ Initial this line if BUYER is a Licensed Real Estate Broker or Sales Person and is required to disclose that information.

We have read the entirety of this contract and acknowledge receipt of a copy of it. We are not relying on verbal statements not contained herein. We further certify that we have examined the Property described above and we are thoroughly acquainted with its condition, and accept it in its current condition.

_____ BUYER'S SIGNATURE	_____ BUYER'S PRINTED NAME	_____ DATE & TIME	_____ BIDDER'S #
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BUYER'S ADDRESS, TELEPHONE NUMBER AND EMAIL

The above proposition is accepted on the date and at the time below and SELLER acknowledges receipt of a copy.

SELLER: Signature: \_\_\_\_\_ DATE: \_\_\_\_\_