

ABSOLUTE AUCTION

45 +/- ACRES

1975 WOODLAKE ROAD—WOODFORD COUNTY, KY

THURSDAY, JUNE 20—10:30 A.M.



OPEN HOUSE: SUNDAY, JUNE 9 AND 16—2:00-5:00 P.M.

Located in desirable Midway, this lovely 45 +/- acres features a 5,500 +/- square foot two story home with large rooms and tons of character. This five bedroom, four bath home features beautiful hardwood floors, lovely fireplaces, and numerous built-ins! Horse improvements include a nice 24 stall horse barn with attached office.

We are also authorized to sell the adjoining 75 +/- acres of raw land
at the corner of Leestown and Woodlake at
AUCTION WITH RESERVE
immediately following the Absolute Auction

**TERMS: 10% down and signed contract day of sale, balance and deed within 30 days.
Property is sold “as-is” with no warranty expressed or implied.**



**Walt Robertson, Auctioneer
(859) 277-6188**



**www.kyhorsefarms.com
(859) 255-3657**

Residence

The first floor contains a tiled floor entry with double front doors; a living room; dining room; and den—all with hardwood floors and fireplaces; a large kitchen; a bath that contains a shower and toilet and is plumbed for a sink; a laundry room; and three car attached garage.



The second floor contains a beautiful landing with built-ins; a master bedroom wing with full bath (whirlpool-style tub plus shower) and a large walk-in dressing area with tons of built-ins; four additional bedrooms—all with hardwood floors and three with fireplaces; two additional full baths; and a former laundry room with steps to attic.

Horse Improvements

- 24 Stall horse barn—Stalls measure 12' x 14' with rear windows and hay loft over center aisle plus a tack/feed room. There is an attached office with vaulted wood ceiling, a half bath, and a spiral staircase to a lofted room.

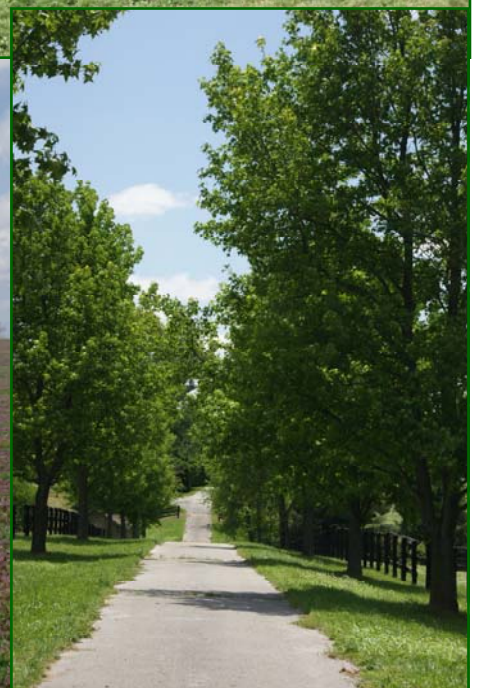
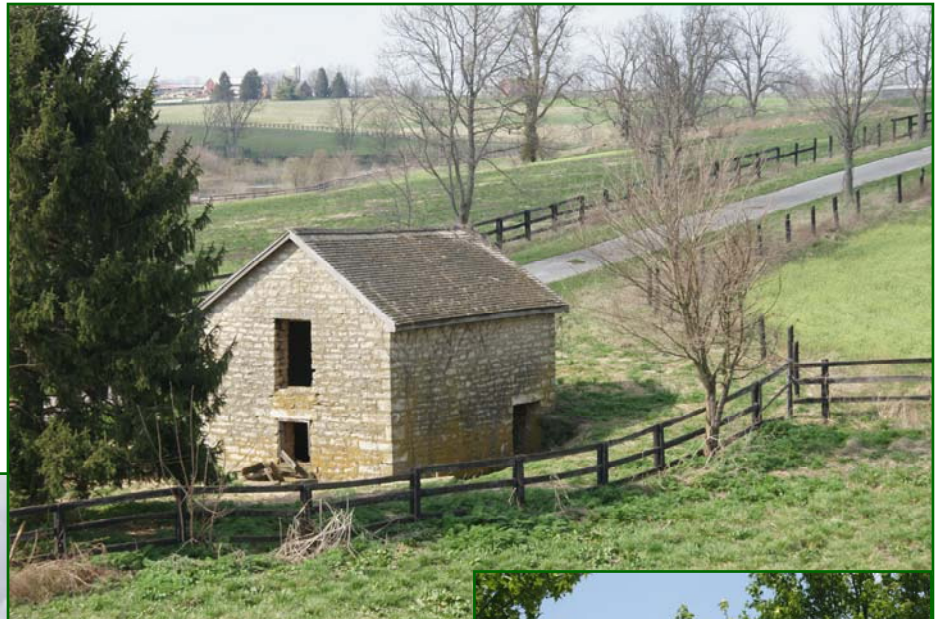




The adjoining 75 +/-
acres at the corner of
Leestown and Woodlake
will be sold at
AUCTION WITH
RESERVE
immediately following
the Absolute Auction

Absolutely beautiful 75 acres
with 1,893 feet of frontage on
Leestown Pike (Hwy 421) and
1,424 feet of frontage on
Woodlake Road (Hwy 1975)
and only minutes from
Midway and the I-64 inter-
change.

Excellent soils, city water,
and mobile home.



Leestown Road

75 +/- ACRES
AUCTION WITH RESERVE

Woodlake Road

45 +/- ACRES
ABSOLUTE
AUCTION

© 2013 Google

Imagery Date: 9/12/2010 38°10'11.80" N 8



Map Unit Name— Summary by Map Unit — Jessamine and Woodford Counties, Kentucky (KY624)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AsB	Ashton silt loam, 2 to 6 percent slopes	Ashton silt loam, 2 to 6 percent slopes	11.9	10.0%
Hu	Huntington silt loam	Huntington silt loam	13.7	11.4%
MnC	McAfee silt loam, 6 to 12 percent slopes	McAfee silt loam, 6 to 12 percent slopes	25.8	21.6%
MnD	McAfee silt loam, 12 to 20 percent slopes	McAfee silt loam, 12 to 20 percent slopes	2.8	2.4%
MrD	McAfee-Rock outcrop complex, 6 to 20 percent slopes	McAfee-Rock outcrop complex, 6 to 20 percent slopes	2.3	2.0%
uBlmB	Bluegrass-Maury silt loams, 2 to 6 percent slopes	Bluegrass-Maury silt loams, 2 to 6 percent slopes	43.4	36.3%
uMlmC	Maury-Bluegrass silt loams, 6 to 12 percent slopes	Maury-Bluegrass silt loams, 6 to 12 percent slopes	12.9	10.8%
W	Water	Water	6.6	5.6%
Totals for Area of Interest			119.5	100.0%

TERMS AND CONDITIONS OF SALE

1. The property to be sold is located in Woodford County, Kentucky.
2. The property is to be sold as follows:

TRACT 1: 45 +/- Acres shall be sold at Absolute Auction as a single entity, without reserve in its “as is” condition without any warranty or guaranty as to the physical condition of the property at the time of the closing.

TRACT 2: 75 +/- Acres shall be sold by the acre with reserve in its “as is” condition without any warranty or guaranty as to the physical condition of the property or any of the improvements thereon. The property shall be sold by the acre. Purchaser shall have the privilege, at their own expense, of obtaining a new survey to determine the actual acreage of the property and, if there is any difference, the price shall be adjusted upward or downward accordingly.

3. The Purchaser must pay ten percent (10%) of the gross purchase price in cash, certified funds, or personal check (with proper approval) immediately following the auction sale and must sign the Auction Purchase Contract in the same which is attached to these Terms and Conditions. The balance of the purchase price shall be paid in cash or certified funds within thirty (30) days of the auction date, with time being of the essence. The closing may be postponed only in accordance with the terms of the Auction Purchase Contract.
4. The property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject only to easements, restrictions, and conditions of record, if any, affecting the property. All taxes and assessments shall be prorated as of closing.
5. The property to be sold shall include all permanent improvements located thereon but shall not include any movable personal property.
6. Seller shall maintain the property until closing.
7. **All announcements made the day of Sale take precedence over printed material or prior verbal statements.**

SWINEBROAD-DENTON, INC.

1076 Wellington Way
Lexington, KY 40513
Phone (859) 277-6188
Fax (859) 277-6189

JUSTICE REAL ESTATE, INC.

518 East Main Street
Lexington, KY 40508
Phone (859) 255-3657
Fax (859) 233-3800

AUCTION PURCHASE AGREEMENT

This AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this the 20th day of June, 2013, by and among: (i) The Estate of Grace W. Myers(collectively, the "Sellers" and each, a "Seller"); (ii) _____

(collectively, the "Purchasers" and each, a "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky, JUSTICE REAL ESTATE, INC., 518 East Main Street, Lexington, Fayette County, Kentucky duly licensed by the Commonwealth of Kentucky as real estate brokers (collectively, the "Agents").

RECITALS:

A. Sellers are the owners of and are authorized to sell and have granted to Agents an exclusive contract authorizing Agents to sell the real property located at 1975 Woodlake Road, and 3611 West Leestown Pike in the following manner:

- **1975 Woodlake Road, Midway, Kentucky will be sold as a single entity at "Absolute Auction." For purposes of this Agreement, "Absolute Auction" shall have the same meaning as provided in KRS 330.220(3).**

more fully described on Exhibit A attached hereto and incorporated by reference herein (the "Property").and more fully described on **Exhibit A** attached hereto and incorporated by reference herein. The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. The Property was sold at absolute auction held the day, month and year first above written (the "Auction") and Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchasers and Sellers agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Property. At Closing (as defined below), Sellers shall sell the Property to Purchasers and Purchasers shall purchase the Property from Sellers on the terms and subject to the conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property is equal to \$ _____

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 Earnest Money Deposit. Simultaneously with the execution and delivery of this Agreement, Purchasers shall deliver to Agents the sum of \$ _____ in cash or check (which shall be acceptable to Agents and Sellers in their sole discretion) which represents ten percent (10%) of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited into the non-interest escrow account of either of the Agents. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Sellers.

3.2 Balance. The sum of \$ _____, representing the balance of the Purchase Price shall be paid to Sellers in cash by wire transfer to an account designated by Sellers at Closing.

4. NO REPRESENTATIONS OR WARRANTIES. THE PROPERTY WAS SOLD AT AUCTION IN IT'S "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON. .

5. Closing. Closing of the purchase and sale of the Property sale shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to both Purchasers and Sellers. Time shall be of the essence in closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchasers shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Sellers to Purchasers immediately upon completion of the Closing.

5.1 Deliveries of Sellers. At Closing, Sellers shall deliver to Purchasers the following:

(a) Deed. A General Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, and (iii) any real estate taxes assessed against the Property due and payable in the year of Closing and thereafter; and

(b) Possession. Possession of the Property.

5.2 Deliveries of Purchasers. At Closing, Purchasers shall deliver the balance of the Purchase Price to Sellers. Purchasers hereby authorize Agents to deliver the Earnest Money Deposit to Sellers at Closing, subject only to the limitations set forth in Section 6.3.

6. Covenants and Additional Agreements.

6.1 Ad-Valorem Taxes. All ad valorem taxes for the year 2013 assessed against the Property are to be prorated to the date of the Closing and Sellers shall pay the transfer tax.

6.2 Filing Fees and Deed Preparation. Sellers shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchasers shall be responsible for the cost of any title search or title insurance policy, and any other charges properly borne by Purchasers consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 Termination. In the event that the title to the Property should prove unmerchantable in the reasonable opinion of the attorney for Purchasers, Sellers shall be notified in writing of any such defect(s) and Sellers shall have thirty (30) days from the receipt of said written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable within such thirty (30) day period, Agents shall initiate the release process of the Earnest Money Deposit to Purchasers pursuant to KRS 324.111(6). In the event the Purchasers, for any reason other than failure of merchantability of title, fail to purchase the Property or otherwise perform their obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Sellers pursuant to KRS 324.111(6), as liquidated damages. In such event, Sellers may declare this Agreement null and void and/or pursue such other remedies as the law may provide.

6.4 Escrow Provisions. Notwithstanding anything contained in this Agreement to the contrary, Agents shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agents shall be fully protected in acting in accordance with any joint written instruction from Purchasers and Sellers. In the event any action is threatened or instituted against Agents, it may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agents shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.5 Maintenance and Insurance. Sellers shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with the Sellers until Closing.

6.6 No Survival or Seller Obligation. The acceptance of a deed by the Purchasers

shall be deemed to be a full performance and discharge of every obligation on the part of the Sellers and Agents to be performed pursuant to this Agreement.

6.7 Agents Commission. Sellers shall pay Agents a commission as set forth in the Auction Agreement between Sellers and Agents which granted Agents the sole and exclusive right to sell the Property at auction.

6.8 Lead Paint Disclosure. 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 leadbased 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 leadbased paint hazards is recommended prior the Closing. Sellers have provided Purchasers with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development (the "Brochure"). By executing below, Purchasers acknowledge receipt of the Brochure.

7. Miscellaneous.

7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth in the introduction to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

7.2 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

7.4 Assignment/Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 Severability. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:

The Estate of Grace W. Myers

By: _____

Date & Time: _____

By: _____

Date & Time: _____

PURCHASER:

Date & Time: _____

AGENTS:

SWINEBROAD-DENTON, INC.

By: _____
Walter S. Robertson, President

Date & Time: _____

JUSTICE REAL ESTATE, INC.

By: _____
Bill Justice, President

Date & Time: _____

Date & Time: _____

EXHIBIT A

Being Tract 1A of the Tecumseh Contracting Company Property as described by a Plat of record in the Office of the Woodford County Court Clerk in Plat Cabinets B, Slide 314, which property is said to contain 46.63 acres.

Also conveyed with the above-described property is a water line easement which appears of record in Deed Book 150, Page 683, of the aforesaid Clerk's Office.

There is excepted, however, from the above property, and not hereby conveyed, an out-conveyance, of 1.38 acres, more particularly described in Deed Book 169, Page 592, as being Parcel 3 on the Plat of record in Plat Cabinet C, Slide 10 of the aforesaid Clerk's Office.

SWINEBROAD-DENTON, INC.

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Lexington, KY 40513
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AUCTION PURCHASE AGREEMENT

This AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this the 20th day of June, 2013, by and among: (i) The Estate of Grace W. Myers (collectively, the "Sellers" and each, a "Seller"); (ii) _____

(collectively, the "Purchasers" and each, a "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky, JUSTICE REAL ESTATE, INC., 518 East Main Street, Lexington, Fayette County, Kentucky duly licensed by the Commonwealth of Kentucky as real estate brokers (collectively, the "Agents").

RECITALS:

A. Sellers are the owners of and are authorized to sell and have granted to Agents an exclusive contract authorizing Agents to sell the real property located at 3611 West Leestown Pike in the following manner:

- **3611 West Leestown Pike, Midway, Kentucky containing 75+/- acres will be offered, by the acre, at Auction with Reserve.**

more fully described on Exhibit A attached hereto and incorporated by reference herein (the "Property"). and more fully described on **Exhibit A** attached hereto and incorporated by reference herein (subject to the potential adjustment set forth in Section 6.3, below, the "Property"). The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. The Property was sold at auction held the day, month and year first above written (the "Auction") and Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchasers and Sellers agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Property. At Closing (as defined below), Sellers shall sell the

Property to Purchasers and Purchasers shall purchase the Property from Sellers on the terms and subject to the conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property is equal to \$ _____ (subject to the potential adjustment set forth in Section 6.3, below, the "Purchase Price") which represents a bid price per acre (_____ acres) equal to \$ _____ (the "Per Acre Bid Price")

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 Earnest Money Deposit. Simultaneously with the execution and delivery of this Agreement, Purchasers shall deliver to Agents the sum of \$ _____ in cash or check (which shall be acceptable to Agents and Sellers in their sole discretion) which represents ten percent (10%) of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited into the non-interest escrow account of either of the Agents. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Sellers.

3.2 Balance. The sum of \$ _____, representing the balance of the Purchase Price shall be paid to Sellers in cash by wire transfer to an account designated by Sellers at Closing.

4. NO REPRESENTATIONS OR WARRANTIES. THE PROPERTY WAS SOLD AT AUCTION IN IT'S "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON. .

5. Closing. Closing of the purchase and sale of the Property sale shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to both Purchasers and Sellers. Time shall be of the essence in closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchasers shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Sellers to Purchasers immediately upon completion of the Closing.

5.1 Deliveries of Sellers. At Closing, Sellers shall deliver to Purchasers the following:

(a) Deed. A General Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, and (iii) any real estate taxes assessed against the Property due and payable in the year

of Closing and thereafter; and

(b) Possession. Possession of the Property.

5.2 Deliveries of Purchasers. At Closing, Purchasers shall deliver the balance of the Purchase Price to Sellers. Purchasers hereby authorize Agents to deliver the Earnest Money Deposit to Sellers at Closing, subject only to the limitations set forth in Section 6.3.

6. Covenants and Additional Agreements.

6.1 Ad-Valorem Taxes. All ad valorem taxes for the year 2013 assessed against the Property are to be prorated to the date of the Closing and Sellers shall pay the transfer tax.

6.2 Filing Fees and Deed Preparation. Sellers shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchasers shall be responsible for the cost of any title search or title insurance policy, and any other charges properly borne by Purchasers consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 Adjustment of Acreage of Property. Within 10 days following the execution and delivery of this Agreement, Purchasers may, in Purchaser's discretion and at Purchasers' sole and absolute expense, obtain a survey from a surveyor of real property duly licensed as a surveyor by the Commonwealth of Kentucky to survey the acreage of the Property (the "Purchaser Survey"). In the event of any discrepancy between the acreage for the Property described above and the acreage determined by the Purchaser Survey, the Purchase Price shall be adjusted accordingly by multiplying the Per Acre Purchase Price by the number of acres, or portions thereof, of the Property provided in the Purchaser Survey.

6.4 Termination. In the event that the title to the Property should prove unmerchantable in the reasonable opinion of the attorney for Purchasers, Sellers shall be notified in writing of any such defect(s) and Sellers shall have thirty (30) days from the receipt of said written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable within such thirty (30) day period, Agents shall initiate the release process of the Earnest Money Deposit to Purchasers pursuant to KRS 324.111(6). In the event the Purchasers, for any reason other than failure of merchantability of title, fail to purchase the Property or otherwise perform their obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Sellers pursuant to KRS 324.111(6), as liquidated damages. In such event, Sellers may declare this Agreement null and void and/or pursue such other remedies as the law may provide.

6.5 Escrow Provisions. Notwithstanding anything contained in this Agreement to the contrary, Agents shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agents shall be fully protected in

acting in accordance with any joint written instruction from Purchasers and Sellers. In the event any action is threatened or instituted against Agents, it may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agents shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.6 Maintenance and Insurance. Sellers shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with the Sellers until Closing.

6.7 No Survival or Seller Obligation. The acceptance of a deed by the Purchasers shall be deemed to be a full performance and discharge of every obligation on the part of the Sellers and Agents to be performed pursuant to this Agreement.

6.8 Agents Commission. Sellers shall pay Agents a commission as set forth in the Auction Agreement between Sellers and Agents which granted Agents the sole and exclusive right to sell the Property at auction.

6.9 Lead Paint Disclosure. 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 leadbased 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 leadbased paint hazards is recommended prior the Closing. Sellers have provided Purchasers with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development (the "Brochure"). By executing below, Purchasers acknowledge receipt of the Brochure.

7. Miscellaneous.

7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth in the introduction to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

7.2 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in the this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

7.4 Assignment/Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 Severability. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:

The Estate of Grace W. Myers

By: _____

Date & Time: _____

By: _____

Date & Time: _____

AGENTS:

SWINEBROAD-DENTON, INC.

By: _____
Walter S. Robertson, President

Date & Time: _____

JUSTICE REAL ESTATE, INC.

By: _____
Bill Justice, President

Date & Time: _____

PURCHASER:

Date & Time: _____

Date & Time: _____

EXHIBIT A

Being all of a certain tract 74.813 acres and designated as Tract B of the Minor Amended Plat appearing of record in Plat Cabinet C, Slide 354 of Woodford County Clerk's Office.

DRAFT

AUCTION REGISTRATION FORM

Complete and return this Registration Form immediately in order to be eligible to bid.

Bidder Number: _____ **Business Phone:** _____
(To be filled in by auctioneer)

NAME: _____ HOME PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMPLOYER: _____ DRIVER'S LICENSE # _____

BANKING INFORMATION:

BANK: _____ ACCT # _____

ADDRESS: _____ ZIP: _____

CONTACT: _____ PHONE: _____

I HAVE received, read, and accepted the Terms and Conditions of Sale for the Auction which is set forth in the Auction Catalogue and incorporated herein by reference. I hereby give permission to Swinebroad-Denton, Inc., Real Estate and Auctioneers or Justice Real Estate to verify all credit references.

DATE: _____ BUYER SIGNATURE: _____

BROKER/AGENT PARTICIPATION

(Agent Participation must be filled out and returned to Swinebroad-Denton, Inc Real Estate & Auctioneers or Justice Real Estate no later than 48 hours prior to sale). NO EXCEPTIONS!

I hereby name _____ of _____ Real Estate,

_____, _____,
(address) (phone)
as my designated agent in the Auction of 1975 Woodlake & 3611 W. Leestown, Versailles, KY .

BUYER SIGNATURE: _____ BROKER/AGENT: _____

Time: _____ Date: _____

SWINEBROAD-DENTON, INC. 1076 Wellington Way Lexington, Kentucky 40513 Phone: 859-277-6188 Fax: 859-277-6189	JUSTICE REAL ESTATE, INC. 518 East Main Street Lexington, Kentucky 40508 Phone: 859-255-3657 Fax: 859-233-3800
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Received by Swinebroad-Denton, Inc./Justice Real Estate: Time _____ Date _____