

BETTY SUE GIBBONS WILDER ESTATE
ADDENDUM TO AUCTION PURCHASE CONTRACT
AUGUST 13, 2019
Page 1 of 2

1. The buyer or buyers have had the opportunity to inspect the real estate prior to the auction.
2. The appliances sell separately from the real estate.
3. The Sellers, Brokers or Auctioneers do not guarantee that building or septic permits will be issued for this Real Estate.
4. The Sellers, Brokers or Auctioneers do not guarantee that driveway entrance permits will be issued for this Real Estate. It will be the buyer's responsibility to obtain a permit from the KY Dept. of Transportation or County Road Department.
5. If any Real Estate boundary lines are changed by the surveyor prior to the closing, the sales prices will remain the same.
6. The "Auction Plat" was for marketing and informational purposes only. The "Auction Plat" is not an actual survey. The "Record Plat" is the actual survey plat. The actual Real Estate boundary lines may be different than previously shown on aerial photographs, auction plats and advertising of any kind.
7. Buyers are aware that the real estate is subject to the notes of the record plat of Plat Cabinet 8, Slide 35, of record in the office of the Meade County Clerk.
8. The Real Estate is subject to utility easements as shown on the record plat; some may share ingress and egress right-of-way easements.
9. Subject to terms, provisions, covenants, conditions, restrictions, easements, charges, assessments, and liens provided in the Covenants, Conditions, and Restrictions of Coffman Subdivision Addition to Flaherty recorded in Miscellaneous 2, Page 245 in the office of the Meade County Clerk.
10. NOTE: No mobile homes or temporary living facilities shall be placed on any of the lots in said subdivision.
11. NOTE: No house trailers will be moved upon the property.
12. Possibly subject to a Deed of Conveyance dated August 1, 1927 in favor of the State Highway Commission of record in Deed Book 61, Page 478.
13. Possibly subject to Right of Way Deed dated July 8, 1937 in favor of Commonwealth of Kentucky recorded in Deed Book 68, Page 108.
14. Possibly subject to a Deed dated June 23, 1942, in favor of Meade County for the improvement of a public road leading from Hwy 333 to Fort Knox of record in Deed Book 90, Page 207.
15. Possibly subject to a Right of Way Easement dated May 6, 1957, in favor of Brandenburg Telephone Company of record in Deed Book 93, Page 74.
16. Possibly subject to a Right of Way Deed dated November 25, 1966, in favor of Meade County for the improvement of a public road leading from KY 144 to the Hardin County line known as the Old Brandenburg-Elizabethtown Road of record in Deed Book 107, Page 251.
17. Possibly subject to a Right of Way Deed dated November 25, 1966, in favor of Meade County for the improvement of a public road leading from KY 144 to the Hardin County line known as the Old Brandenburg-Elizabethtown Road of record in Deed Book 107, Page 256.
18. Possibly subject to a Right of Way Deed dated November 25, 1966, in favor of Meade County for the improvement of a public road leading from KY 144 to the Hardin County line known as the Old Brandenburg-Elizabethtown Road of record in Deed Book 107, Page 262.
19. Possibly subject to a Deed of Conveyance dated May 20, 1972, in favor of Meade County for the benefit to be derived from a good road of record in Deed Book 119, Page 290.

Buyer: _____ Date: _____ Time: _____ AM/PM

Buyer: _____ Date: _____ Time: _____ AM/PM

Seller: _____ Date: _____ Time: _____ AM/PM
Roland Gibbons, Executor of the Estate of Betty Sue Gibbons Wilder

BETTY SUE GIBBONS WILDER ESTATE
ADDENDUM TO AUCTION PURCHASE CONTRACT
AUGUST 13, 2019
Page 2 of 2

20. Right of Way Easement/Member Extension dated February 18, 1998, in favor of Meade County Rural Electric Cooperative Corporation, of record in Deed Book 405, Page 418, in the office aforesaid. Said Easement is forty feet in width and for the purpose of electric lines.
21. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or herein. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
22. Any damage to the Real Estate such as ruts, tracks, etcetera done by vehicles or equipment prior to, during or after the auction will be the buyer's responsibility to repair.
23. All garbage, rubbish and other items that remain on this property day of closing will become the property of the buyers. The seller or auctioneers will not remove the garbage, rubbish or other items.
24. The Brokers, Auctioneers, Agents or Sellers do not guarantee that structures can be placed on this Real Estate.
25. If for any reason the purchase contract price, terms or conditions are different than those announced by the auctioneer or computer software, both parties agree to amend this agreement to correct the price, terms or conditions.
26. Collier Title will execute closings; buyer and seller each to pay their own closing fees. IF, a buyer is securing financing through a financial institution that financial institution will execute closing; buyer and seller each to pay their own closing fees. Some sellers may not be able to attend the closings in person. The financial institution will mail all closing documents to sellers that cannot attend the closings.
27. All personal property attached or detached is property of the sellers.
28. The sellers to furnish one deed to each buyer. If the buyer wants more than one deed it will be the buyer's expense.
29. No transferring of winning bid or purchase contract. The winning bidder will take title of said real estate and complete closing within or upon said date shown herein.
30. The auctioneers, brokers, agents and Barr Realty & Auction Co., Inc. are the exclusive agents of the seller.
31. This is a binding agreement upon the buyer. If the buyer defaults on this agreement, the real estate can be sold again. The buyer will be responsible for paying the monetary difference between the selling prices and all expenses incurred in the resale including but not limited to advertising, promotion, sales fees, closing fees, buyers premiums, attorney fees and court costs.
32. The Real Estate is being sold as is where is condition with all faults, known or unknown.
33. The time for performance of the obligations of the parties of this contract is of the essence.

Buyer: _____ Date: _____ Time: _____ AM/PM

Buyer: _____ Date: _____ Time: _____ AM/PM

Seller: _____ Date: _____ Time: _____ AM/PM
Roland Gibbons, Executor of the Estate of Betty Sue Gibbons Wilder