

**FREDA MCCAMISH**  
**ADDENDUM TO REAL ESTATE SALE & PURCHASE CONTRACT AT AUCTION**  
**OCTOBER 27, 2020**

1. The buyer or buyers have had the opportunity to inspect the real estate prior to the auction. It is the buyer's responsibility to do their own due diligence prior to bidding.
2. The appliances sell separately from the real estate.
3. The air conditioning unit does not work.
4. The drain for a washing machine has a leak.
5. The roof on the home leaks water.
6. The Real Estate has not been surveyed for this auction. If an updated land survey is required by a lender or desired by the buyer, it will be the buyer's expense and must be completed prior to closing date.
7. If any Real Estate boundary lines are changed by the surveyor prior to the closing, the sales prices will remain the same.
8. The Air Photo was for marketing and informational purposes only. The Air Photo is not an actual survey. The actual Real Estate boundary lines may be different than previously shown on aerial photographs, and advertising of any kind.
9. Buyers are aware that the real estate may be subject to the details of a record plat that may be of record in the office of the Breckinridge County Clerk.
10. Subject to Right of Way Easement form Wayde McCamish and Freda McCamish, his wife, to City of Irvington, dated January 22, 1987 and recorded in Deed Book 183, Page 172 in the office of the Breckinridge County Clerk.
11. Neither the plat of record nor the deeds in the chain of title have any subdivision restrictions therein, however, most of the lots in Green Valley Subdivision are subject to restrictions. A copy of typical restrictions are attached and marked "Exhibit A".
12. 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.
13. 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.
14. The Brokers, Auctioneers, Agents or Sellers do not guarantee that structures can be placed on this Real Estate.
15. 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.
16. Brite & Hopkins, PLLC, Attorneys at Law, 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.
17. In the event there are unexpected delays due to the pandemic or a lender, the buyers and sellers agree to extend the contract closing date 15 days past the original scheduled closing date. If all paperwork can be completed to execute the closing by the original closing date, the buyers and sellers agree to close by the original closing date.
18. All personal property attached or detached is property of the sellers.
19. The seller to furnish one deed to buyer.
20. 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.
21. The auctioneers, brokers, agents and Barr Realty & Auction Co., Inc. are the exclusive agents of the seller.
22. 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.
23. The Real Estate is being sold as is where is condition with all faults, known or unknown.
24. The time for performance of the obligations of the parties of this contract is of the essence.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM EDT

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM EDT

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ AM/PM EDT  
Freda McCamish by Ron McCamish, POA