Ben Bolinger, Principal Broker/Auctioneer
526 Country Club Ln Hopkinsville, KY 42240
info@bolingerrealestate.com
270.632.8882

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract made and entered into on the 1st day of December 2026, by and between **AJ Rogers,** parties of the first part here in after referred to as "Seller" and _____party(ies) of the second part (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, **SELLER** is the owner of **23.84 Ac Old Concord Ln**, real estate lying in Christian County, Kentucky.

WHEREAS, for the purpose of an auction **23.84 Ac Old Concord Ln**, real estate lying in Christian County, Kentucky, and is for sale by Bolinger Real Estate & Auction.

WHEREAS, at the auction **BUYER** was the high bidder **23.84 Ac Old Concord Ln Hopkinsville, KY 42240**, which is part of the real estate described in, Deed Book/Page **810/474,** recorded in the Christian County Court Clerk's office and

WHEREAS, the parties desire to enter into the Real Estate Purchase Contract, and

WHEREAS, the parties have agreed to all terms and conditions of this Real Estate Purchase Contract

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained said parties hereby agree as follows.

1. **Purchase Price**
   a. The purchase price for the tract(s) referred to above at the auction was $_____.
   b. The terms of the sale include a 10% Buyer's Premium of $_____ to be added to the final bid and included in the Contract Price.
   c. When (a) and (b) are added together the purchase contract price for the tract(s) is $_____.
2. **Payment of Purchase Price**
   a. Buyer will pay the sum of $_____ on the date of the execution of this contract with said sum representing ten (10%) of the contract sales price.
   b. The balance of the contract sales price, $_____, shall be paid in certified funds by Buyer within thirty (30) days from this date or before.
   c. Earnest money deposit shall be payable to **Cotthoff & Willen Trust Acct**, as designated agents for SELLER until closing. **BUYER & SELLER** agree **David Cotthoff of Cotthoff & Willen 317 W 9th St. Hopkinsville, KY 42240 270-885-9909**, shall prepare any document to close this transaction.
3. **Time is of the Essence**
   a. Time is of the essence in the performance of all terms and conditions set forth in the Real Estate Purchase Contract.

FOR REVIEW ONLY

4. **Real Estate Taxes**
    a. All 2026 ad valorem taxes shall be prorated at closing between **BUYER** and **SELLER**.

5. **Possession**
    a. Possession of the property will be given on or before **30** days from auction.

6. **Conveyance of Property**
    a. **SELLER** can convey property to **BUYER** by a General Warranty Deed free and clear of any and all liens, encumbrances and restrictions whatsoever, except the following:
        i. The right of way adjacent public roads and streets, applicable subdivision, building, zoning and water restrictions, if any and no representations are made by **SELLER** or broker as to same.
        ii. Any and all utility easements or easements visible or not visible and restrictions of record affecting said property.

7. **Closing Cost**
    a. **SELLER** shall pay for the preparation of the deed to the property.
    b. **SELLER** shall pay for the transfer tax stamps or other documentary stamps to be affixed thereto.
    c. **BUYER** shall pay for closing fees, title examination fees, title insurance premiums, and all other costs necessary for **BUYER** to assure himself as to the sufficiency of the title. **BUYER** is being advised to have a title examination performed and/or to purchase title insurance.
    d. **BUYER** shall pay for recording the deed.
    e. **BUYER** shall pay for the preparation and recording of any mortgage, or other document prepared, in order to secure any indebtedness on the subject real estate.
    f. The closing transaction will take place on or before **30** days from this date.

8. **Non-Real Estate Assets**
    a. No non real estate or personal property items are being conveyed with the real estate described herein.
    b. Any debris left on the property shall be the responsibility and expense of **BUYER** to remove.

9. **Farm Bases**
    a. All Farm Service Agency programs or bases will be handled by the Christian County Farm Service Agency office in accordance with their rules and regulations and are not warranted or guaranteed by **SELLER**, auctioneer, real estate broker, "agent of the **SELLER**" in anyway and any and all amounts indicated are not warranted or guaranteed in any way. It shall be **BUYERS** responsibility to determine what programs or bases are applicable.

10. **No Warranties of Fitness of Purpose**
    a. The property is being sold as is where is and neither the **SELLER**, real estate broker, auctioneer, "agent for the **SELLER**" expressly or implicitly, warrants or guarantees or makes

FOR REVIEW ONLY

any representations as to the condition of the premises or any portion thereof, including but not limited to, the structural soundness of any building, beams, and structures.

b. No representation or warranties, either expressed or implied, are being made as to any future use or suitability of the property.

11. Environment Matters

a. **SELLER**, real estate broker, auctioneer, agent for **SELLER**, makes no representations either expressed or implied regarding any environmental matters of any kind or nature whatsoever, whether being a part of the federal law, federal regulations, state law, state regulations, or any other laws, regulations, or rules of any type whatsoever.

b. **BUYER** waives all rights under any such laws and accepts and assumes all responsibility and liability of any condition of the property which may now, or at any time later be in violation of or considered contaminated by environmental protection laws or regulations.

12. Mineral Rights

a. **SELLER** is conveying any and all mineral rights that it may have to **BUYER**.

13. Assignment

a. This contract shall not be assigned by the **BUYER** without the consent of the **SELLER** with the exception of the **BUYER** transferring to their Trust, LLC or Corporation.

14. Default and Remedies

a. In the event **SELLER** defaults or fails to perform any of the conditions or obligations of **SELLER** under this contract, **BUYER** may notify **SELLER** of such default and **SELLER** shall have a one hundred eighty (180) day period after notification within which to cure such default. In the event **SELLER** fails to cure such default as provided herein, or in the event any of the representations and warranties contained herein are not time and correct as of the date hereof and as of the Closing Date. **BUYER** shall have the right to enforce an action in equity for specific performance, sue for damages available at law or terminate this Contract by giving written notice to **SELLER** and receive an immediate refund of deposit.

b. In the event of a default or breach by **BUYER** of any of the covenants or conditions or obligations of **BUYER** under this Contract, **SELLER** may notify **BUYER** of such default and **BUYER** shall have a ten (10) day period after notification within which to cure such default. In the event **BUYER** fails to cure such default as provided herein, **SELLER'S** remedies shall be to give written notice thereof to **BUYER**, to retain the Deposit Money as liquidated damages, plus any other remedies **SELLER** has available under the laws of the Commonwealth of Kentucky.

15. Mutuality of Remedy

a. Each of the parties acknowledge that the remedies stated herein have been negotiated and provide mutual, satisfactory, and adequate and proper compensation and consideration to each of the parties and that such remedies take into account the peculiar risks of each of the parties.

FOR REVIEW ONLY

16. Condemnation

a. If any portion of the property shall be taken, or proposed to be taken, by condemnation by a public agency with rights of eminent domain, or purchase in lieu thereof, or shall be damaged by fire, wind storm, tornado or other casualty normally covered by a home owner's/farm owner's insurance policy, before closing, **SELLER** shall immediately advise **BUYER** thereof, and shall further advise **BUYER** of whether **SELLER** proposes to repair and restore the property, but **SELLER** shall have no obligation to repair or restore. **BUYER** shall thereafter have the option exercisable until the closing date, to terminate this agreement or to complete closing "AS-IS, WHERE IS". Unless otherwise agreed by the parties in writing, any condemnation or insurance, proceeds shall be paid to and retained by **SELLER**.

17. Attorney's Fees

a. In the event of any litigation between the parties pursuant to the Contract, the prevailing party shall be entitled to collect from the non-prevailing party its attorneys' fees and paralegals' fees, whether incurred out of court, at trial, on appeal or in any bankruptcy or administrative proceeding.

18. Entry

a. **BUYER** shall have the right to enter the land and buildings immediately.

19. Severability

a. If any provision hereof is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Contract shall nonetheless remain in full force and effect.

20. Venue

a. **SELLER** and **BUYER** agree that venue for any litigation arising out of this Contract shall be in Christian County, Kentucky. Jurisdiction of law shall be Commonwealth of Kentucky.

21. Miscellaneous

a. **Survival of Provisions** – All the warranties, representations and indemnities contained herein shall, as applicable, survive the Closing and the delivery of the deed and other documents.

b. **Notices** – Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national next day delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) sent via facsimile, provided that acknowledgement of receipt thereof is received by the sending party from the receiving party, and address as follows:

FOR REVIEW ONLY

SELLER: _____ (Name)

_____ (Address)

_____

_____ (Phone)

_____ (Email)

BUYER: _____ (Name)

_____ (Address)

_____

_____ (Phone)

_____ (Email)

With copy to: **Bolinger Real Estate & Auction**
526 Country Club Lane
Hopkinsville, KY 42240
270.632.8882

Either party may, from time to time, by notice herein provided, designate a different address to which notice to it shall be sent.

c. **Applicable Law** – This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
d. **Entire Agreement** – This Contract and the Exhibits hereto contain the entire understanding and agreement by and between the parties and all prior or contemporaneous oral or written agreements or instruments are merged herein, and no amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.
e. **Binding Effect** – This Contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective permitted successors and assigns.
f. **Captions and Headings** – The captions and headings throughout the Contract are for convenience and reference only, and the words contained therein shall in no way be held to define or add to the interpretation, construction or meaning of any provision of this Contract.
g. **Counterpart Originals** – This Contract has been executed by the **SELLER** and **BUYER** and each acknowledge receipt of this Contract whether in an original from or a copy thereof.

22. <u>Additional Terms</u>: **BUYER** shall hold auctioneer/real estate brokers harmless.

FOR REVIEW ONLY

IN WITESS WHEREOF, the parties here to have caused this contract to be executed and sealed as of the date and time set forth below each signature.

SELLER:

	Date:	**Time:**
	Date:	**Time:**

Witness:

BUYER:

	Date:	**Time:**
	Date:	**Time:**

Witness:

FOR REVIEW ONLY