

AERIAL PHOTOGRAPH



Approximate boundaries based upon the records of the Lewis County Property Valuation Administration (Taxing Authority). Accuracy of boundaries is not guaranteed as the subject property is not a surveyed boundary.

LEGAL DESCRIPTION

A certain tract or parcel of land situated in the County of Lewis and State of Kentucky, on the head waters of Kinniconick Creek being the same land known as the Joseph Beagle farm (later as the Marion Esham Farm) and bounded and described as follows:

BEGINNING at a gum tree in M.L. Doyle line; thence with his and Jacobs line to a white oak stump and stone to Wm. Dunaway's corner; thence with Dunaway's line to a black oak in E.S. Rigden's line and Wm. Dunaway's corner; thence with Rigden line to a water beech in a ravine in Lolless line; thence up the branch with his line to the County road; thence with the county road to the beginning, containing in all about 54 acres more or less.

Being the same property conveyed to Grantors by Thomas King, et.ux., by deed dated September 21, 1973, and recorded in Deed Book 121, page 133, Lewis County Clerk's Records.

EXCEPTED FROM THE ABOVE-DESCRIBED PROPERTY AND RESERVED UNTO THE GRANTORS herein is that portion of said property described as follows, viz:

Beginning at an oak tree, a corner to Sherman Kegley; thence westerly with the county road, approximately 386 feet to four oak trees and an old line fence; thence southerly with said old line fence, approximately 475 feet to a hickory; thence easterly in a straight line, approximately 386 feet to a post in the line of Sherman Kegley; thence northerly with the line of Sherman Kegley, approximately 475 feet to the place of beginning and containing four (4) acres, more or less.

Being the same property conveyed to Arnold Kimbler and Angela M. Kimbler by deed of Elwood Crawford and Betty Crawford by deed dated the 18th of August, 1979 said deed recorded in Deed Book ____ page 177 Lewis County Court Clerk Records.

TERMS & CONDITIONS OF SALE

TERMS OF PURCHASE, REAL ESTATE: The Real Estate will be offered with reserve, a non-absolute auction. The Personal Property shall be sold at Absolute Public Auction (meaning that the personal property will be sold for the maximum bid made with no reserves or minimum prices established. The definition of Absolute Auction as defined by the Kentucky Board of Auctioneers has been provided to the Sellers and auction will be conducted in compliance with said definition) as a “live, in-person, on-site” event. No online bidding provided, although absentee bids are conditionally accepted. In the event that absentee bids are made, absentee bids shall be made on the absentee bidder's behalf in a competitive nature and not necessarily the absentee bidder's highest bid/offer. The Real Estate shall be offered as a cash sale with no contingencies with regards to financing or inspections, with the purchaser to place a non-refundable deposit equal to 10% of the purchase price down on date of sale with balance due in full within 30 days of auction (on or before the 21st day of October, 2024). Terms of purchase are Cash to Seller: NO CONTINGENCIES OF ANY KIND PERMITTED. Possession with deed at closing. Sellers to maintain insurance on property though date of closing (including liability; agent/auctioneer is not responsible for accidents); however successful purchaser will have an inherent and thus an insurable interest in the property as of date of sale and is encouraged to obtain insurance immediately upon sale as purchaser will assume risk of loss from under-insurance, lack of insurance, or in the event of fire or other disaster. The home on the property was constructed after 1978, thus Lead-Based Paint should not be in evidence. Purchasers concerned about the possible presence of lead-based paint are encouraged to arrange and conduct --- at the prospective purchaser's sole expense --- any inspections for the presence of Lead-Based Paint they so desire prior to purchase, as purchaser will be required to waive the rights to any contingency relative to any future testing or presence of Lead-Based Paint as a condition of purchase. Year 2024 real estatetaxes to be payable by the purchaser (NO PRORATION), however any prior years taxes that may have been unpaid shall be payable by the seller. Prospective purchasers encouraged/advised to inspect the property thoroughly prior to sale as REAL ESTATE SOLD “AS IS” WITHOUT WARRANTY WHATSOEVER --- INCLUDING WITH REGARD TO FITNESS/MERCHANTABILITY/ MARKETABILITY/DESIRABILITY FOR ANY USE WHATSOEVER – EITHER EXPRESSED OR IMPLIED. Purchased subject to zoning, easements, highway right of way, local ordinances, and restrictions. Further the property shall be purchased by the existing legal description, by the boundary and not by the acre, subject to any facts that might be disclosed by an accurate survey --- sellers are not responsible for providing for any surveys of the subject property. Purchasers must have performed any and all due diligence inspections of the property prior to purchase, at purchaser's sole expense --- including but not limited to: Whole House Inspection, Wood-Boring Insect Inspection, Radon Gas Inspection, Lead-Based Paint Presence, Phase I/II/III environmental hazard reports/ surveys, property surveys, appraisal, etc. --- as purchaser will not be permitted any contingencies for any type of testing performed after the auction or for results thereof determined after the auction. Contact agent/auctioneer prior to the auction to arrange inspection/ testing. Announcements made date of sale take precedence over printed matter. Payment of down payment for real estate required to be paid to the agent/auctioneer immediately upon conclusion of sale, at SALE SITE, NO EXCEPTIONS. NO BUYER'S PREMIUM!

TERMS & CONDITIONS, PERSONAL PROPERTY: Merchandise to be sold at Absolute Public Auction (meaning that all items will be sold for the maximum bid made with no reserves or minimum prices established for any merchandise sold. The definition of Absolute Auction as defined by the Kentucky Board of Auctioneers has been provided to the Sellers and auction will be conducted in compliance with said definition) as a “live, in-person, on-site” event. No online bidding provided, although absentee bids are conditionally accepted. In the event that absentee bids are made, absentee bids shall be made on the absentee bidder's behalf in a competitive nature and not necessarily the absentee bidder's highest bid/offer. Payment for all personal property to be paid in full by cash or good check (credit cards not accepted) at sale site immediately following conclusion of auction. All property sold "AS IS" without warranty expressed or implied including with regards to fitness/merchantability/ marketability/desirability for any use whatsoever, specific/desired/expressed/implied, and all sales are final. Property sold subject to KY state sales tax (6 percent) unless purchaser has a valid KY resale certificate. NOTE: Checks to be made payable to Arnold & Angela Kimbler. Any returned checks shall be subject to a \$50 returned check fee (plus expenses of collection), a 10 percent penalty, shall be subject to interest and other expenses to the limit the law permits, and checks will be turned over for prosecution. The AGENT/AUCTIONEER, as well as staff or employees of agent/auctioneer, reserves the right to bid on any property sold, however subject to the same terms and conditions as that of any other bidder. NO BUYER'S PREMIUM!