

ABSOLUTE AUCTION

43.7 M/L ACRE FARM



DOUG HAMPTON & EDDIE CASEY, AUCTIONEERS

US 27 SOUTH, CYNTHIANA

just one miinute south of Cythiana roundabout

SEPTEMBER 16, 2023 | 10:02AM

PH: (859)588-7120

PDHAMPTON@BELLSOUTH.NET

WWW.PALMERHAMPTON.COM

Doug Hampton, President
101 E. Pike Street
Cynthiana, KY 41031
859-234-1120
859-588-7120 (mobile)

.....

Palmer-Hampton Realty, Inc.

August 21, 2023

**CYNTHIANA BAPTIST CHURCH FARM
ABSOLUTE AUCTION
43.7 ACRES
SEPTEMBER 16, 2023 10:02 AM**

Dear Prospective Bidder:

We are glad to furnish you with this packet of information about the above property. Hopefully, this will help you in your decision making regarding bidding on the property.

The individual parcels are close approximations to an actual survey. If the property sells in individual tracts the SELLER will provide an a new survey of the property. Septic evaluations, if desired, are the responsibility of the prospective buyer and must be done before the auction.

The following items are enclosed in this packet:

- 1. LEGAL DESCRIPTION**
- 2. COPY OF SALES PLAT**
- 3. OVERHEAD PHOTOS**
- 4. TERMS AND CONDITIONS**
- 5. PROPERTY EVALUATION CARD**
- 6. COPY OF THE AUCTION PURCHASE CONTRACT**
- 7. GENERAL TERMS OF REAL ESTATE AUCTIONS**

Please give me a call at 859-588-7120 if we can be of any further assistance. Thank you for your interest in our auction.

Sincerely,

PALMER-HAMPTON REALTY


Doug Hampton

Bk 287 pg 100
LODGED FOR RECORD
HARRISON COUNTY CLERK

OCT 24 2005

TIME 2:35 PM
LINDA B. FURNISH
CLERK HARRISON CO.

CASH \$300,000

DEED

THIS DEED OF CONVEYANCE made and entered into this the 24th day of October, 2005, by and between EDITHA L. CASTILLO and JULIAN V. CASTILLO, Jr., her husband, P.O. Box 266, Cynthiana, Kentucky 41031, parties of the first part; and CYNTHIANA BAPTIST CHURCH, INC., 212 East Pleasant Street, Cynthiana, Kentucky 41031, party of the second part.

W I T N E S S E T H:

The parties of the first part, for and in consideration of the sum of THREE-HUNDRED THOUSAND and NO/100 DOLLARS (\$300,000.00), cash in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and do by these presents grant, bargain, sell, convey and confirm unto the party of the second part, in fee simple, its successors and assigns forever, the following described parcel of land lying and being in Harrison County, Kentucky and more particularly described as follows, to-wit:

BEGINNING at a point in the right of way line of US Highway #27, corner to Roy Levi; thence with his line N. 68* 13 chains to a post corner to Mrs. Joe Keller; thence with her line S. 41* 19' W. 14.77 chains to a post in said Keller's line, corner to Minerva McDaniel "Estate"; thence with the line of said "Estate" S. 58* 19' E. 36.28 chains to a point in the right of way line of US Highway #27; thence with said right of way line N. 8*54' W. 15.94 chains; S. 81*30' W. 0.30 chains; N. 8*54' W. 3.79 chains; N. 81* 30' E. 0.30 chains; N. 8*54' W. 4.55 chains to the point of beginning, containing 45.32 acres.

Being the same property as that conveyed Julian V. Castillo, Jr. and his wife, Editha L. Castillo by Jack Owen, single, by deed dated the 15th day of April, 1978

and which is recorded in Deed Book 151, Page 236. And, by deed dated the 28th day of June, 1985, Julian V. Castillo, Jr. and Editha L. Castillo, his wife and Sam W. Arnold, III, Trustee, conveyed the above described property to Editha L. Castillo, and which is recorded in Deed Book 169 Page 89.

Exception #1: Beginning at a point in the western right of way line of US Highway 27, corner to Minerva McDaniel "Estate" thence with said right of way line N. 8*54' W. 2.86 chains to an iron pin, corner to Jack Owen; thence with two of his lines N. 73*25' W. 3.15 chains to a post; S. 27*29' W. 131 chains to an iron pin in Minerva McDaniel's "Estate" line; thence with the line of said estate S. 58*19' E. 4.80 chains to the point of beginning containing 0.73 acres.

Exception #1 being the same property as that conveyed Robert E. Wilson and his wife, Imogene wilson, by Jack H. Owen, single, by General Warranty Deed dated the 2nd day of August, 1967 and which is recorded in Deed Book 130, Page 104.

Exception #2: Beginning at a point in the western right of way line of US Highway No. 27, corner to Robert E. Wilson; thence with said right of way line N. 8*54' W. 1.51 chains to an iron pin, corner to Jack Owen; thence with two of his lines N. 87*00' W. 2.39 chains to an iron pin; S. 27*29' W. 0.83 chains to an iron pin corner to Robert E. Wilson; thence with his line S. 73*25' E. 3.15 chains to the point of beginning containing 0.31 acres.

Exception #2 being the same property as that conveyed Robert E. Wilson and his wife, Imogene W. Wilson by Jack H. Owen, single, by General Warranty Deed dated the 27th day of November, 1968 and which is recorded in Deed Book 131, Page 880.

Exception #3: Beginning at an iron pin at the south west corner of Robert E. Wilson's lot and in Minerva McDaniel "Estate"; thence with the line of said "Estate" N. 58*19' W. 2.34 chains to an iron pin, corner to Jack Owen; thence with two of his lines N. 27*29' E. 2.14 chains to an iron pin; S. 58*19' E. 2.34 chains to a post at the north west corner of Robert E. Wilson's lot; thence with said Wilson's line S. 27*29' W. 2.14 chains to the point of beginning containing 0.50 acres.

Exception #3 being the same property as that conveyed Robert E. Wilson and his wife, Imogene W. Wilson, by Jack Owen, single, by General Warranty Deed dated the 1st day of March, 1974 and which is recorded in Deed Book 141, Page 457.

Exception #4: Being a tract of land lying in Harrison County left of existing and proposed US 27 and approximately 380 feet south of Country Lane, more particularly described as follows: BEGINNING at a point in the existing right of way line 50.00 feet left of Proposed US 27 station 105+00.00; thence with the proposed right of way line North 22 degrees 38 minutes 03 seconds West, 154.03 feet to a point in the proposed right of way line 85.00 feet left of Proposed US 27 station 106+50.00; thence with the proposed right of way line North 11 degrees 51 minutes 32 seconds West, 42.95 feet to a point in the north property line 86.75 feet left of Proposed US 27 station 106+93.04; thence with the north property line South 68 degrees 59 minutes 26 seconds East, 42.68 feet to a point in the existing right of way line 50.00 feet left of Proposed US 27 station 106+71.26; thence with the existing right of way line South 9 degrees 30 minutes 00 seconds East, 171.25 feet to the point of beginning and containing 0.086 acres (3,767 square feet) of right of way.

Exception #4 being part of the same property as that conveyed Transportation Cabinet, Department of Highways, by Editha L. Castillo and Julian V. Castillo, Jr., wife and husband, by deed dated the 1st day of March, 2004 and which is recorded in Deed Book 275, Page 295.

All references are to the records of the Harrison County Clerk's Office.

TO HAVE AND TO HOLD the above described property together with all and singular its privileges and appurtenances thereunto belonging unto the said party of the second part, in fee simple, its successors and assigns forever, and with covenants of General Warranty.

The parties hereto state the consideration reflected in this deed is the full consideration paid for the property. The parties of the second part join this deed for the sole purpose of certifying the consideration pursuant to Chapter 382 of the Kentucky Revised Statutes.

PROVIDED, HOWEVER, there is excepted from the foregoing warranty and covenants of title the following:



TRACT 1
8.1 ACRES

TRACT 2
15.4 ACRES

TRACT 3
20.3 ACRES

CYNTHIANA BAPTIST CHURCH
OPTION #1

MCGILVER MAURICE B
(890-0000-021-000-000)
379-048

VALLANDINGHAM WILLIAM T & JUNIE L
(890-0000-038-000-000)
210-336

WADE GERALD & BONIE
(890-0000-016-000-000)
370-277

MARSH DOUGLAS E & TERESA F
(890-0000-036-01-000)
205-742

MITHERS CANDICE LOU
(890-3000-036-00-000)
308-441

FURNISH LINDA B
(890-3000-036-00-000)
248-779

SAVRE JESSICA HOPKINS
(890-3000-029-00-000)
360-246

LAWSON GRADY & JOAN
(890-3000-028-00-000)
150-584

BOBBY DUNAWAY LLC
(890-0000-039-00-000)
390-391

CYNTHIANA BAPTIST CHURCH INC
(890-0000-040-00-000)
287-100

WILSON ROBERT BRIAN & DEVON R WILSON
(890-0000-041-01-000)
365-709

PAZ DANIEL & JAMIE
(890-3000-020-01-000)
336-422

PARSONS ALLEN T & GOS J
(890-3000-026-01-000)
274-683

HOWARD JOBIE & BRENDA S
(890-3000-023-00-000)
241-388

BROGLI WILLIAM L & MAR SHAM M
(890-3000-022-00-000)
217-150

MALLINDINGHAM HEATHER L
(890-3000-021-00-000)
373-772

A KELLER FARM INC
(890-0000-022-00-000)
339-602

LABORE D'E DR EST
(890-0000-041-00-000)
143-317

THOMPSON ROBERT DALE & RUSSELL L
(890-0000-042-00-000)
238-276

KEIDALL LAWRENCE & DEBORAH D
(890-0000-043-000-000)
206-133

MURGAN INEZ & KENT MICHAEL BURGAN
(890-0000-044-00-000)
301-285

GRUBB LARRY M & MARY SUE
(890-0000-047-00-000)
195-325

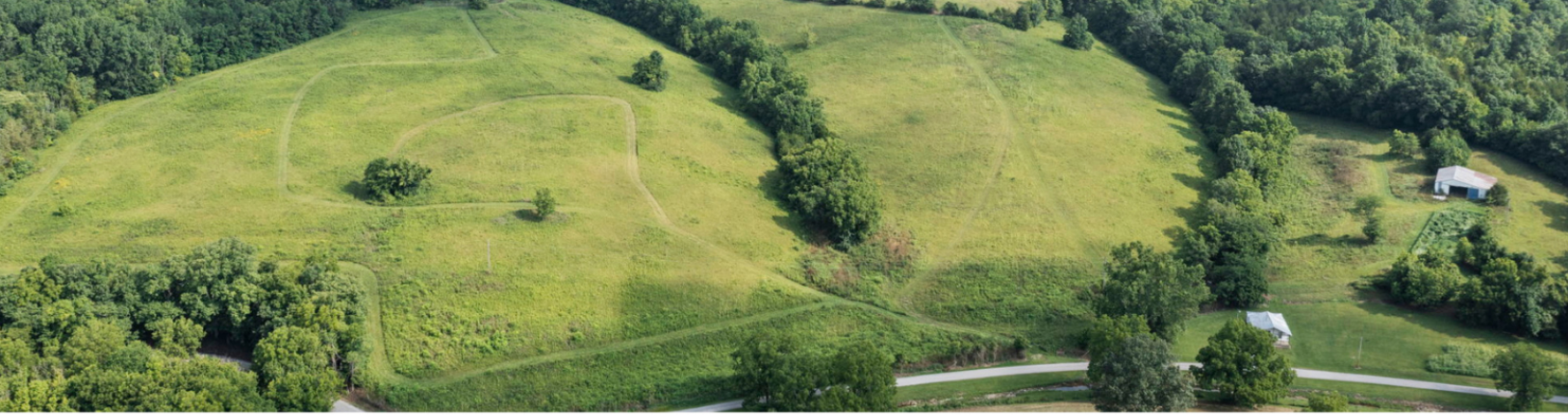
WILSON ROBERT E
(890-0000-044-00-000)
130-104

HERRINGTON TONY
(890-0000-046-01-000)
316-386

TANNER GEORGE ROBERT TRUST
(890-0000-012-00-000)
367-672







CYNTHIANA BAPTIST CHURCH AUCTION TERMS & CONDITIONS

1. AUCTION IS TO BE ABSOLUTE WITH NO RESERVE.
2. 10% NON-REFUNDABLE DOWN PAYMENT WITH AUCTION PURCHASE CONTRACT ON DAY OF AUCTION.
3. BALANCE DUE AT CLOSING ON OR BEFORE OCTOBER 31, 2023.
4. TAXES WILL BE PRORATED AS OF DATE OF THE CLOSING DATE.
5. PROPERTY IS OFFERED AT ABSOLUTE AUCTION IN THREE TRACTS AND THEN OFFERED WITH ALL TRACTS COMBINED INTO ONE. THE SELLER WILL ACCEPT THE METHOD THAT RESULTS IN THE HIGHEST SALE.
6. ALL TRACTS HAVE BEEN APPROVED FOR ACCESS TO PROPERTY FROM HIGHWAY US 27. THE APPROVAL IS KNOWN AS AN ENCROACHMENT PERMIT.
7. AUCTION PURCHASE CONTRACT IS NOT SUBJECT TO FINANCING.
8. AUCTION PURCHASE CONTRACT IS NOT SUBJECT TO AN OUTSIDE APPRAISAL.
9. CURRENT LESSEE OF THE FARM SHALL HAVE THE RIGHT TO HARVEST 2023 CROPS.
10. POSSESSION AT CLOSING.
11. BIDDERS ACKNOWLEDGE THAT ACREAGES ARE ESTIMATED, AND THAT EXACT ACREAGE WOULD BE PROVIDED BY AN ACTUAL SURVEY IF THE PROPERTY SELLS IN INDIVIDUAL TRACTS. THE SELLER WOULD PAY FOR THIS SURVEY, IF NEEDED.
12. BIDDERS ACKNOWLEDGE THAT IF THE PROPERTY SELLS AS A ONE TRACT A NEW SURVEY WILL NOT BE DONE.
13. WHILE NONE ARE EXPECTED, ANNOUNCEMENTS ON THE DAY OF AUCTION TAKE PRECEDENCE OVER ANY PRIOR ANNOUNCEMENTS.



CONTACT:

- ✉ DOUG HAMPTON
- ☎ (859)588-7120
- ♥ PDHAMPTON@BELLSOUTH.NET





CYNTHIANA BAPTIST CHURCH INC
 US HWY 27 S
 090-0000-040-00-000
 212 E PLEASANT ST
 CYNTHIANA, KY 41031-
 287-100
 43.271874

MCGLONE MAURICE B
 US HWY 62 W
 090-0000-021-00-000
 570 CHELSEA DR
 CYNTHIANA, KY 41031-5857
 160-324
 9.62188

VALLANDINGHAM WILLIAM T & JUNIE L
 US HWY 27 S
 090-0000-038-00-000
 292 JILL LN
 CYNTHIANA, KY 41031
 210/386
 15.964631

WADE GERALD & BONIE
 US HWY 62 W 731
 090-0000-016-00-000
 731 US HWY 62 W
 CYNTHIANA, KY 41031
 370-277
 62.721253

MARSH DOUGLAS E & TERESA F
 US HWY 27 S 2082
 090-0000-036-01-000
 2082 US HWY 27 S
 CYNTHIANA, KY 41031
 205-742
 0.682799

HARRISON CO WATER ASSN
 US HWY 27 S 2167
 090-0000-039-00-000
 P O BOX 215
 CYNTHIANA, KY 41031
 154-831
 1.987727

LABORE D E DR
 US HWY 27 S 2285
 090-0000-041-00-000
 751 KETHSHIRE DR
 LONDON, KY 40744-
 143-317
 66.794804

WILSON ROBERTE
 US HWY 27 S 2380
 090-0000-044-00-000
 2380 US HWY 27 S
 CYNTHIANA, KY 41031
 130-104
 1.659182

HERRINGTON TONY
 US HWY 27 S 2436
 090-0000-046-01-000
 P O BOX 312
 CYNTHIANA, KY 41031-
 316-386
 57.104524

GREENE SHERRY T
 US HWY 62 W 1213
 090-0000-012-00-000
 1213 US HWY 62 W
 CYNTHIANA, KY 41031
 367-672
 105.465654

Allen Patrick Darnell, PVA
 111 S. Main St., Suite 101
 Cynthiana, KY 41031
 Office: 859-234-7133



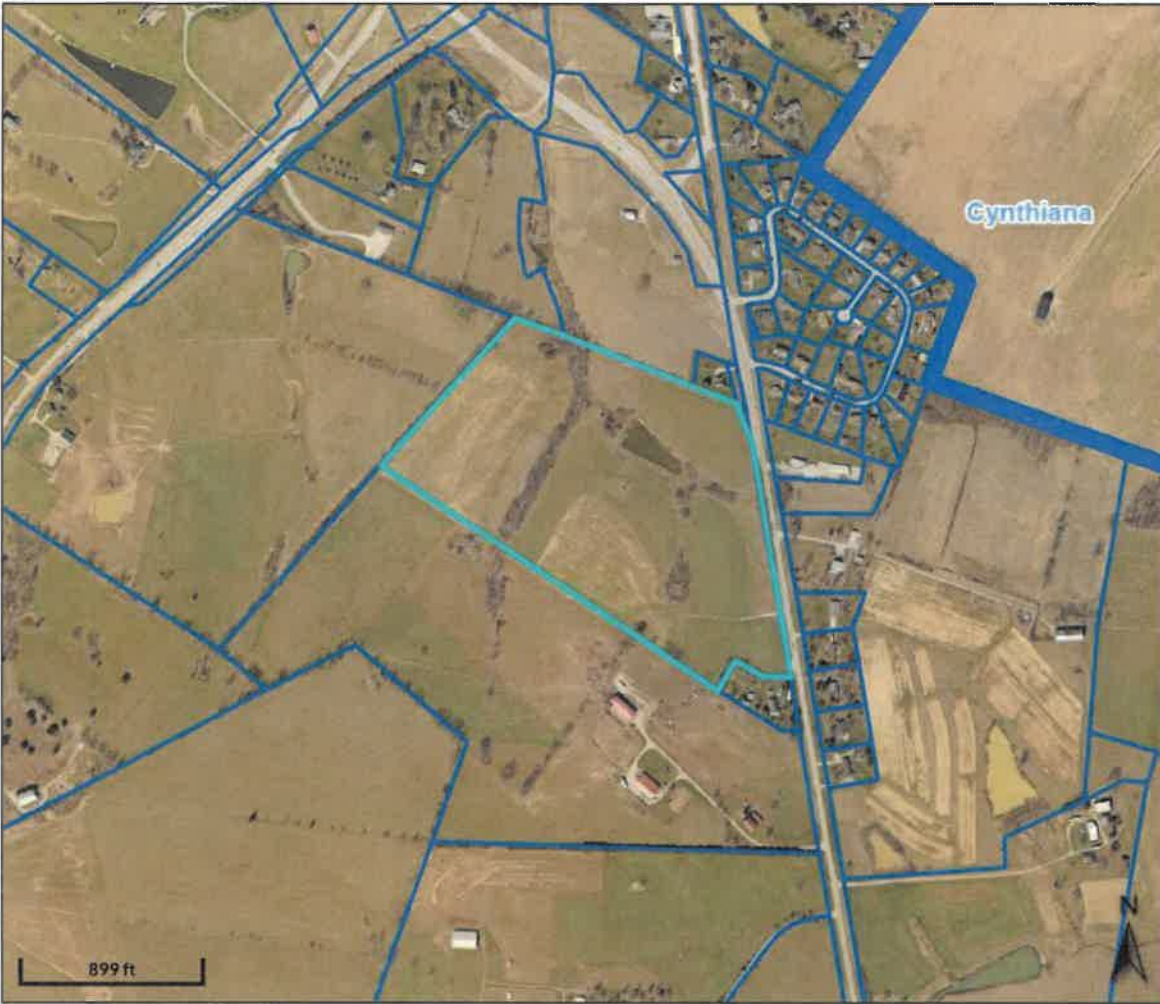
**Harrison County
 Property Valuation Administration**

Print Date: 4/26/2022
 Aerial Date: 15 Spring 2018



**Maps to be used
 for identification only,
 NOT for conveyance.**

1 inch = 289 feet



Overview



Legend

- Parcels
- Rivers
- Corporate Limits
Low Level
- County Outlines**
- Harrison
- <all other values>

Parcel ID	090-0000-040-00-000	Physical Address	US HWY 27 S	Land Value	\$300,000	Last 2 Sales			
Property Class	Farm	Mailing Address	CYNTHIANA BAPTIST CHURCH INC	Improvement Value	\$0	Date	10/24/2005	Price	\$300000
Taxing District	County		212 E PLEASANT ST	Total Value	\$300,000				
Acres	43.694		CYNTHIANA, KY 41031-				2/28/1985	0	
									Reason Property Class Change Other
									Qual U U

Date created: 6/23/2023
 Last Data Uploaded: 6/22/2023 11:06:59 PM

Developed by Schneider
 GEOSPATIAL

PALMER-HAMPTON REALTY
101 E. Pike Street
Cynthiana, KY 41031

Doug Hampton
Broker/Auctioneer
859-588-7120

PALMER-HAMPTON REALTY
Real Estate Auction Purchase Agreement

Unless You Fully Understand the Terms of This Contract, Please
Do Not Bid

The undersigned Purchaser hereby offers and agrees to buy through The Palmer-Hampton Agency, as agents of the Seller, the following described real estate located **just south of Cynthiana, KY on US HWY 27.** and more particularly described as follows:**43.7 ACRES, MORE OR LESS, (COMPLETE LEGAL DESCRIPTION (included with this contract)). (Individual contracts of purchase would be the same)**

The property shall include the land, all appurtenant rights, privileges, and easements, and all buildings and fixtures in their present condition, all electrical, heating, plumbing and bathroom fixtures, all windows & door shades, blinds, awnings, screens, storm sash, curtain rods, tv antenna, built-in appliances, attached wall to wall carpeting and attached floor coverings, garage door openers & controls, smoke alarms, attached fireplace equipment, and all landscaping and **AGREES TO PAY THE SUM OF \$ _____** for said real estate.

THIS CONTRACT IS NOT CONTINGENT UPON PURCHASER OBTAINING FINANCING

As evidence of good faith to bind this contract, the sum of \$ _____ check/cash is deposited with Palmer-Hampton Escrow to be applied to the purchase price with the balance of the purchase price due and payable by cash, certified or cashier's check on date of closing. Said earnest money shall be refunded to purchaser should the title to the property be found defective and said defects cannot be corrected within 180 days. If the Purchaser defaults in any of the Purchaser's obligations hereunder the earnest money shall be forfeited not as liquidated damages but to apply to damages that the Seller may suffer on account of said default. The retention of said money shall not affect any of Seller's further remedies. Either party may demand specific performance of this agreement and shall have all remedies available at law and equity.

Purchaser agrees to pay own closing cost at time of closing, including title opinion. All taxes (2023 fiscal year) involved shall be prorated as of the closing date based on upon the current year's tax information if available or past years if the information is not available. Possession of PROPERTY AT CLOSING. Seller agrees to pay for deed preparation, transfer stamps, and accrued utility charges through closing and possession.

CLOSING TO TAKE PLACE ON OR BEFORE OCTOBER 31, 2023

Seller shall deliver a general warranty deed conveying to purchaser a marketable title in fee simple free and clear of all encumbrances except: (a) those created by or assumed by purchaser, (b) restrictions, easements, and conditions of record (c) zoning ordinances, subdivision plat

restrictions, if any, (d) such taxes and assessments as purchaser is to pay as provided above, (e) **THIS CONTRACT IS NOT SUBJECT TO ANY POST AUCTION INSPECTIONS, (F)CURRENT TENANT HAS THE RIGHT TO HARVEST 2023 CROPS AND BUYER AGREES TO ASSUME THE CURRENT LEASE.**

Purchaser has examined all property involved and is purchasing it "as is" in its present condition and in making this offer is relying solely upon such examination as to the condition, character, size and utility of the property, improvements, and fixtures, if any, and not upon any representations by the seller or real estate agents involved, who shall not be held responsible for any defects in real estate.

All buildings and improvements located on said property are to be kept adequately insured by the Seller until transfer of deed and to maintain the property in its present condition. In the event property is damaged by fire or other natural disaster Purchaser may elect to close on property and accept insurance proceeds or rescind the contract with the return of his/her deposit. Seller agrees to maintain any heating, cooling, plumbing, electrical systems and any built-in appliances in normal operating condition capable of continued service and to maintain the grounds through closing..

Seller agrees to pay The Palmer-Hampton Agency a fee as specified in auction agreement.

Purchaser acknowledges receipt of Seller Information Packet and that said packet serves as an addendum to this contract.

Upon acceptance, this agreement shall become binding upon and accruing to the benefit of purchaser and seller and their respective heirs, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, including any addendum exhibits signed and attached hereto, it being agreed there are no outside conditions, representations, warranties or agreements, expressed or implied, oral or written.

This agreement is hereby made and accepted this **SEPTEMBER 16, 2023.**

Purchaser

Seller

Purchaser

Seller

Address

Address

**PALMER-HAMPTON REALTY
101 E. Pike Street
Cynthiana, KY 41031**

**BROKER & AUCTIONEER
859-588-7120**

GENERAL TERMS OF REAL ESTATE AUCTIONS

1. All bidders at this auction agree they have read and fully understand these terms and conditions and agree to be bound thereby. These terms are an addendum to information contained in the purchase agreement.
2. The **ESCROW DEPOSIT IS NONREFUNDABLE** upon acceptance of the contract by the Seller.
3. General Warranty Deed, free and clear of all encumbrances except those stated in the purchase agreement shall give a **FREE AND CLEAR TITLE. (Title opinion to be paid by Buyer.)**
4. In event a **FREE** and **CLEAR** title cannot be delivered, Buyer shall be released from the contract and all monies refunded. No obligation shall remain under this contract for Buyer or Seller.
5. It is the Buyer's sole responsibility to inspect the property and be satisfied as to its condition prior to bidding, review all property information and due diligence materials, independently verify any information they deem important including information available in public records, and inquire of public officials as the applicability of and compliance with land use laws, zoning and any other local, state, or federal laws and regulations.
6. **BUYER'S PREMIUM:** A Buyer's Premium may be added to the winning bid price to determine the actual selling price. A bidder is asked to take this into consideration when bidding. **(THERE IS NO BUYER'S PREMIUM FOR THE CYNTHIANA BAPTIST CHURCH 43.7 ACRE FARM AUCTION.**
7. **Buyer acknowledges that the Auctioneer represents the Seller and that payment of a Buyer's Premium does not constitute a relationship of dual agency.**
8. If any dispute arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
9. The auctioneer reserves the right to bid on the property for absentee bidders.
10. Closing Costs: The buyer will incur the standard closing costs, as would be the case through any purchase of real estate in the Commonwealth of Kentucky. Seller will pay for deed preparation and deed transfer tax.
11. All proceeds due from the Buyer at closing shall be in U.S. cash, locally drawn bank or certified check.
12. Buyer and Seller acknowledge the above stated terms and conditions shall be considered an addendum to the purchase agreement signed by Buyer and Seller.

13. A deposit as stated in the advertisement is required from the successful bidder. This deposit is due upon signing of auction purchase agreement.
14. At the conclusion of the real estate auction the winning bidder will be required to sign the Purchase Agreement.
15. No conditions may be added to the agreement by the purchaser either at the auction or otherwise. Information will be provided to the buyer's attorney in order that a title inspection can be completed prior to closing. The closing will take place on or before the date specified in the Purchase Agreement.
16. In the event the Buyer fails to close and pay their balance when due, Seller reserves all rights allowed by law, including a suit for damages, specific performance or cancellation of the sale with the Seller to retain the earnest money deposit. Any action taken after default shall be solely at the Seller's option with all costs incurred by Seller being paid by the Buyer.
17. Be advised that the information contained herein is to the best knowledge of the provider or was compiled from Public Information, and is provided to you without warranties or representations of any kind, and property is offered as is, where is, with all faults and that no warranties or representations are made in connection with the property whatsoever.
18. **This property is being sold "as is, where is" without warranties or guarantees. Any inspections to be done by the prospective purchaser must be done prior to the auction. Sellers will make no repairs or improvements of any kind.**

PALMER-HAMPTON REALTY, INC.

**DOUG HAMPTON, PRINCIPAL AUCTIONEER
EDDIE CASKEY, AUCTIONEER**

859-234-1120

859-588-7120

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