

Absolute Auction

The Estate of Peggy Y. Caldwell
2011 Harrodsburg Road, Danville, KY

Thursday, September 21, 2017 - 10:00 A.M.



Clemens-Caldwell Home and 50+/- acres to be sold in 2 tracts.

The magnificent **Clemens-Caldwell Home** is a prominent landmark on the northern edge of Danville. This limestone stuccoed mansion was built in 1823 around a log cabin that was erected in 1780 and faced the opposite direction.

The **Clemens-Caldwell Home** has the unique distinction of being a part of Virginia, then Lincoln County, Kentucky, then Mercer County and finally Boyle County, without being moved from its original location.

Jeremiah Clemens was married to Jane Cochran in 1790 by “Father Rice” in Virginia. Their daughter, Elizabeth, married Charles Caldwell in 1823. However, the house is most closely associated with Clemens Caldwell, who was born in the house in 1918, and live there until his death 89 years later in 2007.

For more information visit our website at: Swinebroad-Denton.com

Or call

(859) 312-0628 or (859) 277-6188

1076 Wellington Way, Lexington, KY 40513 Walt Robertson, Auctioneer

TERMS AND CONDITIONS OF SALE

Absolute Auction, September 21st, 2017 – 2011 Harrodsburg Road, Danville, KY

1. The property is to be sold at Absolute Auction and is located at 2011 Harrodsburg Road, Danville, Boyle County, Kentucky.
2. The property is to be sold in two tracts at Absolute Auction, without reserve in its “as-is” condition without any warranty or guaranty as to the physical condition of the property or any of the improvements thereon as follows:

Tract 1A – House and 13+/- acres (to be sold as a single entity)
Tract 1B – 37+/- acres (to be sold as a single entity)
3. The Purchaser must pay ten percent (10%) of the gross purchase price in cash, certified funds, or, with the prior approval of Agent which may be withheld in its sole discretion, personal check, immediately following the auction sale and must sign the Auction Purchase Contract in the form which is attached to these Terms and Conditions. The balance of the purchase price shall be paid at closing to be held within thirty (30) days of the auction date, with time being of the essence. The closing may be postponed only in accordance with the express terms of the Auction Purchase Contract.
4. The property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject only to easements, restrictions, and conditions of record, if any, affecting the property; provided, Tract 1A shall also be subject to a restriction in the deed providing that the residence located on Tract 1A may never be used as a church or place of worship. All taxes and assessments shall be prorated as of closing.
5. The property to be sold shall include all permanent improvements located thereon and affixed thereto but shall not include any movable personal property.
6. Seller agrees to deliver to Purchaser possession of the property at the time of the closing.
7. Seller shall continue to maintain the property and continue insurance coverage until closing.
8. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. A lead based paint disclosure must be signed day of sale. Seller has provided each registered bidder with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development.
9. **Announcements made the day of Sale take precedence over printed material or prior verbal statements.**

Tract 1A: *Clemens-Caldwell Home* and 13+/- acres



- 2-Story, 6900+/- Sq. Ft.
- 5 Bedrooms
- Spacious foyer with beautiful winding staircase
- Formal dining room with dual fireplaces
- Formal living room with dual fireplaces
- Butler's pantry off dining room
- Kitchen with family room/ eating area
- Powder room
- Property features over 1900 feet of road frontage



Formal Dining Room



Formal Living Room



Spacious foyer with beautiful winding staircase.



Tract 1B: 37+/- Acres



- **31 Stall 150' x 58' barn**
- **5-Bay 60' x 40' equipment/shop**
- **Over 3000 feet of road frontage**

Tract 1A

SWINEBROAD-DENTON, INC.
1076 Wellington Way
Lexington, Kentucky 40513
Phone (859) 277-6188
Fax (859) 277-6189

JUSTICE REAL ESTATE, INC.
518 East Main Street
Lexington, Kentucky 40508
Phone (859) 255-3657
Fax (859) 233-3800

ABSOLUTE AUCTION PURCHASE AGREEMENT

This ABSOLUTE AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this the **21st** day of **September, 2017**, by and between: (i) David Larson, Executor for the Estate of Peggy Y. Caldwell pertaining to the property located at 2011 Harrodsburg Road, Danville, Kentucky 40422 (the "Seller"); and (ii) _____

_____ (collectively, the "Purchasers" and each, a "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky and JUSTICE REAL ESTATE, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers (collectively, the "Agents").

RECITALS:

A. Seller is authorized to sell and has granted to Agents an exclusive contract authorizing Agents to sell the real property containing 50 +/- acres which consists of (i) Tract 1A - 13 +/- acres and house located at 2011 Harrodsburg Road, Danville, Boyle County, Kentucky ("Tract 1A") and (ii) Tract 1B - 37 +/- acres adjacent to Tract 1A ("Tract 1B"). This Agreement applies to Tract 1A (as more fully described on Exhibit A attached hereto and incorporated by reference herein, the "Property"). The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. At the conclusion of the absolute auction held the day, month and year first above written (the "Auction"), Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchaser and Seller have agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of Property. At Closing (as defined below), Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and subject to the conditions contained in this Agreement.

2. Purchase Price. The purchase price for the Property is equal to \$ _____ (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 Earnest Money Deposit. Simultaneously with the execution and delivery of this Agreement, Purchaser shall deliver to Agents the sum of \$ _____ in cash, certified funds or, if acceptable to Agent and Seller in their sole discretion, check, delivery of which represents ten percent (10%) of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited into the escrow account of Swinebroad-

Tract 1A

Denton, Inc. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Seller.

3.2 Balance. The sum of \$ _____, representing the balance of the Purchase Price shall be paid in cash, by wire transfer of immediately available funds or by certified check, to Seller at Closing.

4. NO REPRESENTATIONS OR WARRANTIES. THE PROPERTY WAS SOLD AT ABSOLUTE AUCTION IN ITS "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON. .

5. Closing. Closing of the purchase and sale of the Property shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to both Purchaser and Seller. Time shall be of the essence in closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchaser shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Seller to Purchaser immediately upon completion of the Closing.

5.1 Deliveries of Seller. At Closing, Seller shall deliver to Purchaser the following:

(a) Deed. A General Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, (iii) any real estate taxes assessed against the Property due and payable in the year of Closing and thereafter; and (iv) a restriction in such deed providing that the residence located on the Property may never be used as a church or place of worship; and

5.2 Possession. Possession of the Property.

5.3 Deliveries of Purchaser. At Closing, Purchaser shall deliver the balance of the Purchase Price to Seller. Purchaser hereby authorizes Agents to deliver the Earnest Money Deposit to Seller at Closing.

6. Covenants and Additional Agreements.

6.1 Ad-Valorem Taxes. All ad valorem taxes for the year 2017 assessed against the Property are to be prorated to the date of the Closing.

6.2 Filing Fees, Deed Preparation and Transfer Tax. Seller shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchaser shall be responsible for the cost of any title search or title insurance policy, and any other charges borne by Purchaser consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 Termination. In the event that the title to the Property should prove un-merchantable in the reasonable opinion of the attorney for Purchaser, Seller shall be notified in writing of any such defect(s) and Seller shall have thirty (30) days from the receipt of such written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable pursuant to an agreement of the parties or pursuant to a final, non-appealable order, Agents shall initiate the release process of the Earnest Money Deposit to Purchasers in accordance with KRS 324.111(6). In the event the Purchaser, for any reason other than failure of merchantability of title, fails to purchase the Property or otherwise perform its obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Seller in accordance with KRS 324.111(6), as liquidated damages, and may declare this Agreement null and void and/or pursue such other remedies as the law may provide.

Tract 1A

6.4 Escrow Provisions. Notwithstanding anything contained in this Agreement to the contrary, Agent shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agent shall be fully protected in acting in accordance with any joint written instruction from Purchaser and Seller. In the event any action is threatened or instituted against Agent, it may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agent shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.5 Maintenance and Insurance. Seller shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with Seller until Closing.

6.6 No Survival or Seller Obligation. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every obligation on the part of the Seller and Agents to be performed pursuant to this Agreement.

6.7 Agents Commission. Seller shall pay Agents a commission as set forth in the Absolute Auction Agreement between Seller and Agents which granted Agents the sole and exclusive right to sell the Property at absolute auction.

6.8 Lead Paint Disclosure. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior the Closing. Seller has provided Purchasers with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development (the "Brochure"). By executing below, Purchaser acknowledges receipt of the Brochure and waives any claim against Seller or Agents for failure to so disclose.

7. Miscellaneous.

7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth in the introduction to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

7.2 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

Tract 1A

7.4 Assignment/Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 Severability. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:

PURCHASER/S:

Estate of Peggy Y. Caldwell

By: David Larson, Executor

Date/Time: _____

Date/Time: _____

Date/Time: _____

AGENTS:

SWINEBROAD-DENTON, INC.

JUSTICE REAL ESTATE, INC.

By: Walt Robertson, President/Auctioneer

By: Bill Justice, President/Broker

Date/Time: _____

Date/Time: _____

Tract 1B

SWINEBROAD-DENTON, INC.
1076 Wellington Way
Lexington, Kentucky 40513
Phone (859) 277-6188
Fax (859) 277-6189

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518 East Main Street
Lexington, Kentucky 40508
Phone (859) 255-3657
Fax (859) 233-3800

ABSOLUTE AUCTION PURCHASE AGREEMENT

This ABSOLUTE AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this the **21st** day of **September, 2017**, by and between: (i) David Larson, Executor for the Estate of Peggy Y. Caldwell pertaining to the property located at 2011 Harrodsburg Road, Danville, Kentucky 40422 (the "Seller"); and (ii) _____

_____ (collectively, the "Purchasers" and each, a "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky and JUSTICE REAL ESTATE, INC., a Kentucky corporation duly licensed by the Commonwealth of Kentucky as real estate brokers (collectively, the "Agents").

RECITALS:

A. Seller is authorized to sell and has granted to Agents an exclusive contract authorizing Agents to sell the real property containing 50 +/- acres which consists of (i) Tract 1A - 13 +/- acres and house located at 2011 Harrodsburg Road, Danville, Boyle County, Kentucky ("Tract 1A") and (ii) Tract 1B - 37 +/- acres adjacent to Tract 1A ("Tract 1B"). This Agreement applies to Tract 1B (as more fully described on Exhibit A attached hereto and incorporated by reference herein, the "Property"). The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. At the conclusion of the absolute auction held the day, month and year first above written (the "Auction"), Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchaser and Seller have agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

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2. Purchase Price. The purchase price for the Property is equal to \$ _____ (the "Purchase Price").

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Tract 1B

Denton, Inc. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Seller.

3.2 Balance. The sum of \$ _____, representing the balance of the Purchase Price shall be paid in cash, by wire transfer of immediately available funds or by certified check, to Seller at Closing.

4. NO REPRESENTATIONS OR WARRANTIES. THE PROPERTY WAS SOLD AT ABSOLUTE AUCTION IN ITS "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON. .

5. Closing. Closing of the purchase and sale of the Property shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to both Purchaser and Seller. Time shall be of the essence in closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchaser shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Seller to Purchaser immediately upon completion of the Closing.

5.1 Deliveries of Seller. At Closing, Seller shall deliver to Purchaser the following:

(a) Deed. A General Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, and (iii) any real estate taxes assessed against the Property due and payable in the year of Closing and thereafter; and

5.2 Possession. Possession of the Property.

5.3 Deliveries of Purchaser. At Closing, Purchaser shall deliver the balance of the Purchase Price to Seller. Purchaser hereby authorizes Agents to deliver the Earnest Money Deposit to Seller at Closing.

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6.1 Ad-Valorem Taxes. All ad valorem taxes for the year 2017 assessed against the Property are to be prorated to the date of the Closing.

6.2 Filing Fees, Deed Preparation and Transfer Tax. Seller shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchaser shall be responsible for the cost of any title search or title insurance policy, and any other charges borne by Purchaser consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 Termination. In the event that the title to the Property should prove un-merchantable in the reasonable opinion of the attorney for Purchaser, Seller shall be notified in writing of any such defect(s) and Seller shall have thirty (30) days from the receipt of such written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable pursuant to an agreement of the parties or pursuant to a final, non-appealable order, Agents shall initiate the release process of the Earnest Money Deposit to Purchasers in accordance with KRS 324.111(6). In the event the Purchaser, for any reason other than failure of merchantability of title, fails to purchase the Property or otherwise perform its obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Seller in accordance with KRS 324.111(6), as liquidated damages, and may declare this Agreement null and void and/or pursue such other remedies as the law may provide.

Tract 1B

6.4 Escrow Provisions. Notwithstanding anything contained in this Agreement to the contrary, Agent shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agent shall be fully protected in acting in accordance with any joint written instruction from Purchaser and Seller. In the event any action is threatened or instituted against Agent, it may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agent shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.5 Maintenance and Insurance. Seller shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with Seller until Closing.

6.6 No Survival or Seller Obligation. The acceptance of a deed by the Purchaser shall be deemed to be a full performance and discharge of every obligation on the part of the Seller and Agents to be performed pursuant to this Agreement.

6.7 Agents Commission. Seller shall pay Agents a commission as set forth in the Absolute Auction Agreement between Seller and Agents which granted Agents the sole and exclusive right to sell the Property at absolute auction.

6.8 Lead Paint Disclosure. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior the Closing. Seller has provided Purchasers with a Lead Paint Disclosure Brochure prepared by the United States Environmental Protection Agency, the United States Consumer Protection Agency and the United States Department of Housing and Urban Development (the "Brochure"). By executing below, Purchaser acknowledges receipt of the Brochure and waives any claim against Seller or Agents for failure to so disclose.

7. Miscellaneous.

7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth in the introduction to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

7.2 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

Tract 1B

7.4 Assignment/Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 Severability. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:

PURCHASER/S:

Estate of Peggy Y. Caldwell

By: David Larson, Executor

Date/Time: _____

Date/Time: _____

Date/Time: _____

AGENTS:

SWINEBROAD-DENTON, INC.

JUSTICE REAL ESTATE, INC.

By: Walt Robertson, President/Auctioneer

By: Bill Justice, President/Broker

Date/Time: _____

Date/Time: _____

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Schedule of Events

Wednesday, September 20

- 1:00 P.M. Modern and vintage furniture and decorative arts
- 4:00 P.M. Indian artifacts & bronzes

GROUP OF RARE PREHISTORIC NATIVE AMERICAN RELICS & LATER ARTIFACTS items to be sold include: Effigies, tools, points, granite celts, flint cores, ornaments, game stones, Indian pipes, Plains Indian breast plate, trade beads, baskets, Indian pottery, bronze busts of Indian Chiefs, several Navajo rugs, powder flasks, Navajo jewelry and many other items too numerous to list.



Thursday, September 21

- 10:00 A.M. Real Estate (house & 50+/- acres)



- 10:30 A.M. Antiques & Personal Property

Varied collection of American and English antiques descending through an early Danville, KY & middle Tennessee family comprising a good collection of furniture, coin and sterling silver, hollowware, flatware, lady's jewelry, 30+ Oriental rugs, Indian rugs, American ash burl bowl, portraiture, oil paintings, porcelain, overlaid glass, good collection of millstones, Steinway grand piano, early lighting, and many other items.



- 1:00 P.M. *FARM EQUIPMENT* : JD 6420 tractor CHA, approx. 3300 hrs., Woods BW 240 20' batwing mower, Badger 160 manure spreader (to run simultaneously with Antiques)

For Prehistoric Native American Relics and later Artifacts Catalogue, Antique Catalogue, registration forms, photos and further information visit our website at:

Swinebroad-Denton.com

(859) 277-6188

Walt Robertson, Auctioneer

(859) 312-0628 wrobertson@swinebroad-denton.com