

B. TYPE OF LOAN 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS.		6. File Number:	7. Loan Number
		8. Mortgage Insurance Case Number:	
C. NOTE: This form furnishes a statement of settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown for informational purposes and are not included in the totals. NOTE: TIN=Taxpayer's Identification Number.			
D. NAME & ADDRESS OF BUYER:		E. NAME & ADDRESS OF SELLER:	
Name:	Marshall County Fiscal Court	Name:	Craig T. Turner
Street:	1101 Main Street	Street:	12546 Irene
City:	Benton	City:	Southgate
St. & Zip:	Kentucky 42025	St. & Zip:	Michigan 48195
G. PROPERTY LOCATION: 1.55 acres - Ridge Road - Marshall County, KY		I. SETTLEMENT DATE:	
PLACE OF SETTLEMENT:			
J. SUMMARY OF BUYER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	26000.00	401. Contract sales price	26000.00
102. Personal Property		402. Personal Property	
103. Buyer's settlement charges (line 1400)	2,140.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	0.00
107. County taxes to		407. County taxes to	0.00
108. Assessments to		408. Assessments to	0.00
109.		409.	0.00
110.		410.	
111.		411.	
112.		412.	
113.		413.	
120. GROSS AMOUNT DUE FROM BUYER	28,140.00	420. GROSS AMOUNT DUE TO SELLER	28,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposits or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	0.00
211. County taxes to		511. County taxes to	0.00
212. Assessments to		512. Assessments to	0.00
213.		513.	0.00
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BUYER	0.00	520. TOTAL REDUCTION AMOUNT DUE SELLER	0.00
300. CASH AT SETTLEMENT FROM/TO BUYER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from buyer (line 120)	28,140.00	601. Gross amount due to seller (line 420)	26,000.00
302. Less amounts paid by/for buyer (line 220)	0.00	602. Less reductions in amount due seller (line 520)	0.00
303. CASH <input checked="" type="checkbox"/> FROM <input type="checkbox"/> TO BUYER	28,140.00	603. CASH <input checked="" type="checkbox"/> TO <input type="checkbox"/> FROM SELLER	26,000.00

Checks to be issued by Marshall County Fiscal Court

Marshall Clerk	\$60.00
Park Avenue Properties	\$2,080.00
Craig T. Turner	<u>\$26,000.00</u>
Total	\$28,140.00

		BUYERS FUNDS AT SETTLEMENT	SELLERS FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:			
701	\$2,080.00	to Park Avenue Properties	
702	\$	to	
703	Commission paid at Settlement		2080.00
704			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801	Loan Origination Fee		
802	Loan Discount		
803	Appraisal Fee		
804	Credit Report		
805	Lender's Inspection Fee		
806	Mortgage Insurance Application Fee to		
807	Assumption Fee		
808			
809			
810			
811			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901	Interest		
902	Mortgage Insurance Premium		
903	Hazard Insurance Premium		
904			
1000. RESERVES DEPOSITED WITH LENDER			
1001	Hazard insurance	months @ \$ per month	0.00
1002	Mortgage insurance	months @ \$ per month	0.00
1003	City property taxes	months @ \$ per month	0.00
1004	County property taxes	months @ \$ per month	0.00
1005	Annual assessments	months @ \$ per month	0.00
1006			
1007			
1008			
1100. TITLE CHARGES			
1101	Settlement/closing fee	to	
1102	Abstract/title search	to	
1103	Title examination	to	
1104	Title insurance binder	to	
1105	Document preparation	to	
1106	Notary fees	to	
1107	Attorney's fees	to	
	(includes above item numbers		//////////
1108	Title insurance	to	
	(includes above item numbers)		
1109	Lender's coverage	\$	
1110	Owner's coverage	\$	
1111			
1112			
1113			
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201	Recording fees:	Deed \$17.00 Mortgage \$ Release \$	17.00
1202	City/county tax/stamps:	Deed \$ Mortgage \$	
1203	State tax/stamps:	Deed \$26.00 Mortgage \$	26.00
1204	Record POA		17.00
1205			
1300. ADDITIONAL SETTLEMENT CHARGES			
1301	Survey	to	
1302	Pest Inspection	to	
1303			
1304			
1305			
1400	TOTAL SETTLEMENT CHARGES (this number transfers to lines 103 & 502 above)		2,140.00 0.00

CERTIFICATION


I have carefully reviewed the Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Closing Statement.


 CRAIG T. TURNER by Allen Beard, LPOA Seller

Marshall County Fiscal Court

Seller

By



 Kevin Neal, Judge Executive

Buyer

AFFIDAVIT

The Affiant, states he is the owner of property described as 1.55 acres on Ridge Road in Marshall County Court Clerk's Office. He states that he knows of his own knowledge that all claims for labor and material furnished in the construction of any and all improvements upon said property and/or any and all repairs to any improvements upon said property, have been fully paid and properly discharged, and that there is no possibility of any claim for labor and material furnished for any construction and/or repairs or alterations to the improvements being filed under the Kentucky Mechanics' Lien Law.

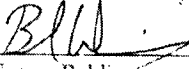
The Affiants further state there is no mortgage lien or any other lien or encumbrance against the property being transferred.


For Craig Turner
CRAIG T. TURNER, single
by Allen Beard, Attorney-in-Fact

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing was subscribed, sworn to and acknowledged before me this the 24 day of July, 2017, by Craig T. Turner, by and through his Limited Attorney-in-Fact, Allen Beard.


Notary Public
ID# 546647

My Commission expires: 12-4-19

To be completed when drafting an offer.
AGENCY DISCLOSURE STATEMENT -- BUYER

The real estate agent who is providing you with this form is required to do so by Kentucky law. The purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below.

Buyer(s): Marshall County Fiscal Court
Property Address: 1101 Main St, Benton KY 42025

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The Buyer(s) is represented by _____
AGENT

NAME OF BUYER, SELLER AND/OR REAL BROKER'S NAME

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the same real estate brokerage represent both the Seller and the Buyer, check the following relationship that will apply:

Designated Agency:

Agent(s) _____ of _____
represents the Buyer and another Agent(s) in the same firm represents the Seller. The principal broker and managers will be "dual agents," which is explained on the back of this form. As dual agents, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information; OR

Dual Agency:

Every agent in the brokerage represents every "client" of the brokerage. Therefore, Agent(s) _____ and _____ will be working for both the Seller and Buyer as "dual agents". Dual agency is explained on the back of this form. As a dual agent, they will remain loyal to both parties in the transaction, and they will protect all parties' confidential information. To the best of the Agent's knowledge, neither the agent(s) nor the principal broker acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Seller or Buyer. *If such a relationship does exist, please explain* _____

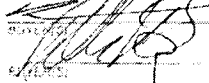
III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

(Mark the appropriate box.)

Agent Stephanie Clark and the brokerage Park Avenue Properties will
 be a "dual agent" representing both parties in this transaction. Dual agency is explained on the back of this form. As dual agents will they will remain loyal to both parties, and they will protect all parties' confidential information. To the best of the agent's knowledge, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a **PERSONAL, FAMILY, or BUSINESS** relationship with either the Buyer or Seller. *If such a relationship does exist, please explain* _____; OR
represent only the (check one) Buyer or Seller neither in this transaction as a client. The other party(ies) is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency or designated agency in this transaction, I (we) acknowledge receipt of the information regarding dual agency or designated agency explained on the back of this form.

 _____
DATE/TIME 7/24/17

DATE/TIME 7-24-17

DUAL AGENCY

Kentucky law permits a real estate agent and brokerage to represent both the Seller and Buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the Seller or Buyer;
- Suggest or recommend specific terms, including price, or disclose the terms or price a Buyer is willing to offer or that a Seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party or act in a biased manner on behalf of one party.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the Seller and Buyer from the responsibility to protect their own interests. The Seller and Buyer are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement.

DESIGNATED AGENCY

If both Seller and Buyer consent, the broker responsible for a real estate office may designate agents to represent the Seller and the Buyer to the exclusion of all other agents associated with his office. The Buyer will become the client of the agent designated to represent him and the Seller will become the client of the agent designated to represent him. Designated agency allows two licensees in the same firm to represent different parties to a real estate transaction. The principal broker serves as a dual agent in a designated agency transaction. Consent of the client is always needed to create designated agency.



Dual Agency

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Brokerage Park Avenue Properties

We are pleased you have selected Park Avenue Properties to help you with your real estate needs. Whether you are selling, buying or leasing real estate, Park Avenue Properties can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services agents can offer and their options for working with you.

For more information on agency law in Kentucky, you may also contact the Kentucky Real Estate Commission at (502) 429-7250, or on its website at www.krec.ky.gov.

Representing the Sellers: Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In some circumstances a listing broker may also offer "subagency" to other brokerages which would also represent the seller's interests and owe the seller these same duties.

Representing Buyers: When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency: In some transactions, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must remain loyal to both clients. They may not advocate the position of one client over the best interests of the other client or disclose any personal or confidential information to the other party without written consent.

Working With Park Avenue Properties: Park Avenue Properties does represent both buyers and sellers. When Park Avenue Properties lists property for sale, all agents in the brokerage represent the seller. Likewise, when a buyer is represented by a Park Avenue Properties agent, all of the agents represent that buyer. Therefore, when a buyer represented by a Park Avenue Properties agent wishes to purchase property listed by our company, the agent(s) involved act as dual agents. This is true whether one agent is representing both parties or two separate agents are involved.

In the event that both the buyer and seller are represented by Park Avenue Properties agents, these agents and Park Avenue Properties will act as dual agents, but only if both parties agree. As dual agents, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that will place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties Park Avenue Properties has listed. In that instance, Park Avenue Properties will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages: When Park Avenue Properties lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers.

As a seller, you should understand that just because Park Avenue Properties shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that buyer's brokerage. Instead, that company will be representing the buyer and Park Avenue Properties will be representing your interests.

When acting as a buyer's agent, Park Avenue Properties also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

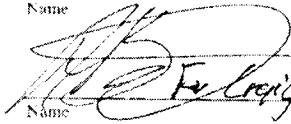
Fair Housing Statement


It is illegal, pursuant to the Kentucky Fair Housing Law and Federal Fair Housing Law, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status, disability, national origin, or sexual orientation in some counties or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the providing of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Kentucky law requires that we ask you to sign below, acknowledging receipt of this pamphlet. Doing so will not obligate you to work with our company if you do not choose to do so.

KEVIN NEAL
Name (Please Print)


Name (Please Print)

 7-24-17
Signature Date

ALLEN BEARD 7-24-17
Signature Date

Kentucky-Barkley Lakes Board of Realtors®, Inc.
REAL ESTATE PURCHASE CONTRACT

(For Member Use Only)

This is a legally binding contract. Seek advice from an attorney if you have any questions.

Date July 24, 2017

Listing Office	Park Avenue Properties	Phone	270-527-7055
Listing Licensee	Stephanie Clark- Lic#70163	Phone	270-210-1389
Selling Office	Park Avenue Properties	Phone	270-527-7055
Selling Licensee	Stephanie Clark- Lic#70163	Phone	270-210-1389

Buyers (*Printed Name*) Marshall County Fiscal Court

Sellers (*Printed Name*) Craig T. Turner

The undersigned BUYER(s) (whether one or more, hereinafter collectively called the "Buyer") offers to purchase from the SELLER(s) (whether one or more, hereinafter collectively called the "Seller") the following described property known as:
1.55 (approx) acre tract at corner of Ridge Rd & Tatumsville Rd - Map #54-00-00-049

City Gilbertsville, State KY, Zip Code 42044, MLS# 92146 and further described in
Deed Book(s) 341, Page(s) 278, County of Marshall, State of Kentucky, (the "Property").

1. PURCHASE PRICE

The purchase price for the property herein identified shall be

(\$ 26,000.00) Payable as follows:

\$		Earnest Money Deposit (See also Paragraph #3)
\$	26,000.00	Additional Cash at Closing
\$		Cash by Obtaining Conventional Financing
\$		FHA or VA Financing (See Paragraph #2)
\$		Other
\$	26,000.00	TOTAL PURCHASE PRICE

2. MORTGAGE

Buyer agrees to, within n/a calendar days, apply for and use Buyer's best efforts to obtain a mortgage loan for a term of not less than n/a years, with interest not to exceed n/a % per annum, and with payments, including principal and interest, (but excluding taxes and insurance), not to exceed \$ n/a per month. If a loan commitment is not obtained by Buyer within n/a calendar days of the date of this contract, then this contract shall be declared null and void unless otherwise agreed to in writing by both parties. If contract is declared null and void the earnest money shall be returned to Buyer in accordance with KY Law (KRS 324.111). All loan closing costs and points required by the lender shall be paid by the Buyer except as otherwise set out herein.

3. EARNEST MONEY

As evidence of good faith, upon contract acceptance, the earnest money identified in Paragraph #1 above shall be placed in an Escrow Account belonging to n/a. Said earnest money shall be applied to the purchase price upon closing. If this offer is not accepted by Seller, the earnest money shall be returned to Buyer. Otherwise, the earnest money shall be retained by Broker, without affecting any of the parties' further remedies, until the earnest money is distributed in accordance with Kentucky Law (KRS 324.111).

Buyer(s) Initials [Signature] Date/Time 7-24-17 / 9:32 Seller(s) Initials [Signature] Date/Time 7-24-17 / 9:32

4. **DEED**

At closing, upon the purchase price being paid as provided in Paragraph #1 hereof, an unencumbered marketable title to the Property shall be conveyed to Buyer by deed of general warranty with the usual covenants such as any national title company will insure, free and clear of all liens and encumbrances except (i) such liens and encumbrances as Buyer may specifically approve; (ii) restrictions imposed by the Planning and Zoning Commission; and (iii) easements of record and all restrictions as to the use and improvement of the Property of record. Should the title to the Property appear defective, Seller shall have thirty (30) days after receipt of notice from Buyer of such defect or defects within which to remedy same at cost to Seller.

5. **CLOSING COSTS**

Seller shall pay the state transfer tax and for the preparation of deed, and Buyer shall pay for the opinion of title, unless such title shall be defective and such defect is not remedied by Seller, in which case Seller shall reimburse Buyer for Buyer's actual cost incurred for such title opinion. All real estate commissions shall be paid by Seller as set out in a separate written agreement.

6. **PROPERTY INCLUDED**

The term "Property" as herein used shall include the land, together with all improvements thereon, all appurtenant rights, privileges, easements, fixtures, and all of the following items if they are now located on the real estate or used in connection therewith: electrical wiring and equipment attached to the real estate, plumbing, HVAC, bathroom fixtures, shades, blinds, awnings, curtain/drapery rods, window screens, door screens, storm windows, storm doors, shrubbery, landscaping, affixed mirrors, affixed floor covering, wall-to-wall carpeting, stair carpeting, garage door operating devices, built-in appliances, affixed furniture, built-in furniture, utility buildings, storage buildings, sheds, boat docks, gas logs, mailboxes/posts, plus all articles so attached or built-in which, if removed, would leave premises in a damaged, incomplete, or unfinished condition, plus the following:

N/A

7. **TERMITE, PEST, AND WOOD DESTROYING ORGANISM INSPECTION (Check One Box)**

Buyer wants and will pay for a pest, termite, or any other wood destroying organism inspection, to be performed within _____ calendar days of the date of contract acceptance. If wood destroying organisms are found to be present, the Seller is to have professionally treated. If inspection reveals damages, the Buyer and Seller may enter into a written agreement for a remedy or Buyer may declare the contract null and void, and the earnest money shall be returned to Buyer pursuant to the provisions set out in paragraph 3. (Failure to complete termite inspection within specified time frame constitutes buyer's acceptance of property "as-is".)

No termite, pest, or wood destroying organism inspection shall be required. Buyer hereby waives rights to such an inspection and agrees to release and hold harmless the agents and brokers involved in this transaction for any repairs or defects that could have been discovered by such an inspection.

8. **HOME INSPECTION (Check One Box)**

Buyer wants and will pay for a home inspection to be completed within _____ calendar days of contract acceptance. If inspection reveals damages, the Buyer and Seller may enter into a written agreement within _____ calendar days of Buyer's receipt of report, or Buyer may declare the contract null and void, and the earnest money shall be returned to Buyer pursuant to the provisions set out in paragraph 3. (Failure to complete home inspection within specified time frame constitutes buyer's acceptance of property "as-is".)

No home inspection shall be required. Buyer hereby waives rights to such an inspection and agrees to release and hold harmless the agents and brokers involved in this transaction for any repairs or defects that could have been discovered by such an inspection.

9. **SURVEY (Check One Box)**

No survey shall be required.

BUYER SELLER (Check One) shall order and pay for a survey. The survey shall be completed and plat of survey submitted to both parties prior to the closing date. If survey reveals any uncured defects, including but not limited to, material encroachments, overlaps of property lines, shortage in acreage, Buyer and Seller may enter into a written agreement for remedy within 10 calendar days of survey completion. Should an agreeable remedy not be reached, the Buyer may declare the contract null and void with the earnest money returned to Buyer pursuant to the provisions set out in paragraph 3, and the cost for the survey shall become the responsibility of the Seller.

Buyer(s) Initials Date/Time 7-24-17 4:32 Seller(s) Initials Date/Time 7-24-17 4:52
Page 2 of 4

10. **CLOSING**

Except as set out in paragraph 4 or otherwise modified herein, this transaction shall close on or before July 28, 2017.

11. **POSSESSION**

Physical possession of the property shall be delivered from Seller to Buyer (Check One Box)

Upon Delivery of the Deed

Other

If possession is not delivered as set out above, Seller shall pay Buyer damages of \$ per day thereafter to the date possession is delivered to Buyer (in addition to all other damages accruing to Buyer hereunder for such default). This provision does not create a lease situation and Seller shall not create any rights to remain on the property after the date of possession. If the Buyer incurs court costs and attorney fees in enforcing this agreement and securing possession of the property, Buyer shall have the right to recover these fees and costs.

12. **PROPERTY TAX PRO-RATIONS**

Property taxes shall be pro-rated as of the date of the closing of this transaction. The pro-ration shall be based on the most current rate and assessment information available from public records. The party receiving the tax credit at the closing shall be responsible for securing the tax bill and paying the taxes in a timely fashion.

13. **RENT PRO-RATIONS**

Rents, if any, are to be pro-rated as of the date of closing. Security deposits or advance rents, if any, shall be credited to Buyer as of the date of closing.

14. **RISK OF LOSS OR DAMAGE**

All risk of loss or damage to the property shall remain with the Seller until delivery of the deed to the Buyer. If the property is destroyed or materially damaged, this contract shall be null and void at the option of the Buyer, and the earnest money shall be returned to the Buyer.

15. **MAINTENANCE**

Until delivery of the deed and delivery of physical possession to the Buyer, Seller shall keep the roof watertight and maintain the grounds and all heating equipment, cooling equipment, plumbing, electrical wiring and equipment, built-in appliances, and other equipment attached to the real estate in normal operating condition capable of continued service, normal wear and tear excepted, unless otherwise agreed in writing by the parties. Buyer shall have an opportunity for a walk-through at which time the property shall be broom clean and free of debris.

16. **ENTIRE AGREEMENT**

This contract constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this contract shall not be binding on either party except to the extent incorporated in this contract. This contract may be amended only by written agreement executed by the parties or their successors in interest.

17. **GOVERNING LAW**

This contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Kentucky.

18. **LITIGATION COSTS**

Should litigation become necessary to enforce this contract, the prevailing party shall be entitled to recover all litigation costs, including attorney's fees, from the non-prevailing party.

19. **BROKER REPRESENTATION**

The parties agree that no real estate broker or real estate licensee has made any representation as to the permitted uses or nature or condition of the property or any part thereof, nor any representation of the boundary lines, nor do such brokers or salespersons expressly or by implication warrant the property, its size, construction or materials used, or any of the fixtures, appliances, appurtenances, or amenities. The Buyer acknowledges inspection of the subject property and accepts it AS-IS, subject to the terms and conditions of this agreement.

Buyer(s) Initials *JK* Date/Time 7-28-17/9:32 Seller(s) Initials *AB* Date/Time 7-28-17/9:32
Page 3 of 4

20. **ACKNOWLEDGEMENTS**

The parties acknowledge that they have read the entire contents of this contract. All terms and conditions hereto are included in this writing. No terms not contained here are deemed material or pertinent to this contract, and no verbal agreements or understanding of any kind not contained herein shall be binding on the parties. Receipt of a copy of this document is acknowledged upon signing. Buyer acknowledges receipt of a Seller's Disclosure of Property Condition Form as mandated by 201 KAR 11:350. Seller represents all information on the Form is accurate to the best of Seller's knowledge and belief. All parties acknowledge receipt of the Agency Disclosure Statements required by 210 KAR 11:400.

21. **SURVIVAL**

All agreements, terms and conditions contained herein, not altered by the deed, shall survive the closing. The terms and conditions of this Contract shall bind the parties and their successors in interest.

22. **ADDITIONAL TERMS AND CONDITIONS**

All addenda attached are incorporated by reference as if fully stated herein.
Buyer will pay all closing costs associated with this transaction, including an 8% (of gross sale price) commission to Park Avenue Properties, deed prep & transfer tax.
Buyer will pay 2017 property taxes.

23. **DURATION OF OFFER**

This offer shall remain open for acceptance by Seller, by execution thereof, at or prior to 12 AM PM on the 28 day of July, 2017.

Buyer: [Signature] Date/ Time 7-24-17/9:32

Buyer: _____ Date/ Time _____

24. **EARNEST MONEY RECEIPT**

I hereby acknowledge receipt of deposit of \$ n/a Cash/ Check on the n/a day of n/a, 20n/a

By _____
Member Kentucky-Barkley Lakes Board of Realtors, Inc. Broker or Salesperson Associate

25. **ACCEPTANCE BY SELLER:** The above offer is accepted at _____ day of _____ 20 AM PM on the _____

Seller: _____ Date/ Time _____

Seller: _____ Date/ Time _____

26. **REJECTED BY SELLER:** Signing of this offer acknowledges receipt of a copy. (Check One Box)

- Offer Rejected - No Counter Offer
- Offer Rejected - With Counter Offer (See Addendum)

Seller: _____ Date/ Time _____

Seller: _____ Date/ Time _____

Buyer(s) Initials [Signature] Date/Time 7-24-17/9:32 Seller(s) Initials [Signature] Date/Time 7-24-17/9:32

DURABLE LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, **CRAIG T. TURNER**, presently residing at 12546 Irene, Southgate, Michigan 48195, do hereby make, constitute and appoint **ALLEN BEARD**, presently residing at 217 Carriage Lane, Benron, Kentucky 42025, my true and lawful Attorney-In-Fact for the following purposes:

To execute a Real Estate Purchase Contract, Deeds, 1099s, Settlement Statements, Closing Disclosures, Closing Statements, Lien Affidavits, Tax Agreements and any and all other documents requiring my signature for the purpose of completing the closing, sale and transfer of the real estate located on Ridge Road in Marshall County, Kentucky, more particularly described as follows:

Being a **1.55 acre** parcel of land generally located at the southeast intersection of the Ridge Road and the Gilbertsville-Briensburg Road, approximately 1/10 mile South from U.S. Highway 641, and being more particularly described as follows:

Beginning at the northeast corner of the herein described tract, said point being a 1" iron pipe and steel post set in the south right-of-way line of Ridge Road, 30 feet from the centerline thereof and also marking the northwest corner of the Will Ed Bushart property as described in Deed Book 146, page 499; thence, with the Bushart property as follows: South 41° 30' 25" East, along a fence line a distance of 273.72 feet to a 1" iron pipe and corner fence post; thence, South 19° 49' West, a distance of 97.23 feet to a 1" iron pipe and fence corner; thence, South 58° 04' West, continuing along said fence line, a distance of 138.50 feet to a 1" iron pipe and corner fence post set in the east right-of-way line of the Gilbertsville-Briensburg Road, 30 feet from the centerline thereof; thence, North 36° 12' 50" West, along said right-of-way line, a distance of 251.42 feet to a 1" iron pipe set at the base of a 14" pine tree; thence, along the right-of-way line, subtended by a straight chord bearing of North 11° 14' East, a distance of 118.14 feet to a point in the south right-of-way line of Ridge Road; thence, North 61° 41' East, a distance of 107.50 feet back to the point of beginning.

And being the same property conveyed to Craig T. Turner from Homecomings Financial Network, Inc. by deed dated April 9, 2003, of record in Deed Book 341, page 278, Marshall County Court Clerk's Office.

My Limited Power of Attorney is authorized to act as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming what said Attorney-In-Fact shall lawfully do or cause to be done under this power hereby conferred, but reserving to me the power of substitution and revocation.

This instrument is to be construed and interpreted as a specific power of attorney. The rights, powers and authority granted in this instrument shall be in full force and effect as of the date of the execution of this instrument and shall remain in full force and effect until revocation. This Durable Limited Power of Attorney shall not be affected by the lapse of time, subsequent disability of the principal or incapacity of the principal.

Executed this the 21st day of July, 2017.

Craig T. Turner
CRAIG T. TURNER

STATE OF MICHIGAN

COUNTY OF Wayne

Subscribed, sworn to and acknowledged before me in my said county and state by Craig T. Turner on this the 21st day of July, 2017.

Kayce Warner
Notary Public

My Commission Expires: 12-11-2020

This Instrument Prepared By:
JEFFREY G. EDWARDS
Marshall County Attorney
80 Judicial Drive, Unit 130
Benton, Kentucky 42025

KAYCE WARNER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WAYNE
My Commission Expires Dec. 11, 2020
Acting in the County of Wayne

Jeffrey G. Edwards

STATE OF KENTUCKY
COUNTY OF MARSHALL

I, _____, Clerk of the aforesaid County Court, do certify that the foregoing Limited Power of Attorney was on the _____ day of _____, 20____, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Miscellaneous Book _____, page _____.

Given under my hand this the _____ day of _____, 20____.

By: _____ CLERK
D. C.

DEED

BE IT KNOWN that **CRAIG T. TURNER**, single, having an address of 12546 Irene, Southgate, Michigan 48195, "**GRANTOR**" for and in consideration of Twenty-Six Thousand Dollars (\$26,000.00) cash in hand paid, being the full actual consideration, the receipt of all of which is hereby acknowledged, has sold and hereby conveys unto **MARSHALL COUNTY FISCAL COURT**, in fee simple title, its successors and assigns, "**GRANTEE**", whose address is 1101 Main Street, Benton, Kentucky 42025, the following described land lying in Marshall County, Kentucky, viz,

Being a **1.55 acre** parcel of land generally located at the southeast intersection of the Ridge Road and the Gilbertsville-Briensburg Road, approximately 1/10 mile South from U.S. Highway 641, and being more particularly described as follows:

Beginning at the northeast corner of the herein described tract, said point being a 1" iron pipe and steel post set in the south right-of-way line of Ridge Road, 30 feet from the centerline thereof and also marking the northwest corner of the Will Ed Bushart property as described in Deed Book 146, page 499; thence, with the Bushart property as follows: South 41° 30' 25" East, along a fence line a distance of 273.72 feet to a 1" iron pipe and corner fence post; thence, South 19° 49' West, a distance of 97.23 feet to a 1" iron pipe and fence corner; thence, South 58° 04' West, continuing along said fence line, a distance of 138.50 feet to a 1" iron pipe and corner fence post set in the east right-of-way line of the Gilbertsville-Briensburg Road, 30 feet from the centerline thereof; thence, North 36° 12' 50" West, along said right-of-way line, a distance of 251.42 feet to a 1" iron pipe set at the base of a 14" pine tree; thence, along the right-of-way line, subtended by a straight chord bearing of North 11° 14' East, a distance of 118.14 feet to a point in the south right-of-way line of Ridge Road; thence, North 61° 41' East, a distance of 107.50 feet back to the point of beginning.

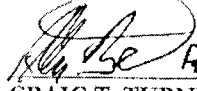
And being the same property conveyed to Craig T. Turner from Homecomings Financial Network, Inc. by deed dated April 9, 2003, of record in Deed Book 341, page 278, Marshall County Court Clerk's Office.

TO HAVE AND TO HOLD the said property unto the said **MARSHALL COUNTY FISCAL COURT**, in fee simple title, its successors and assigns, forever with "Covenant of General Warranty" .

The undersigned Grantor and Grantee under penalties of perjury, pursuant to KRS Chapter 382, do hereby certify that the above stated consideration is the full and actual consideration for the property herein conveyed.

Given under our hands on this the 24 day of July, 2017.

"GRANTOR"


 For Craig Turner

CRAIG T. TURNER, single
by Allen Beard, Attorney-in-Fact
See Limited Power of Attorney
dated _____, 2017, recorded
in Misc. Book _____, page _____

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Deed and Certificate of Consideration were subscribed, sworn to and acknowledged before me this the 24 day of July, 2017, by Craig T. Turner, single, by and through his Limited Attorney-in-Fact, Allen Beard, Grantor.


Notary Public ID # 546647

My Commission expires: 12-4-19

"GRANTEE"

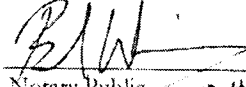
MARSHALL COUNTY FISCAL COURT

By 
KEVIN NEAL, JUDGE EXECUTIVE

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Certificate of Consideration was subscribed, sworn to and acknowledged before me this the 24 day of July, 2017, by Kevin Neal, Judge Executive of Marshall County Fiscal Court, Grantee.


Notary Public ID # 546647

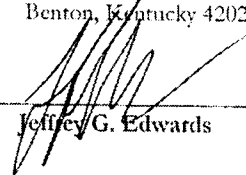
My Commission expires: 12-4-19

This Instrument Prepared By:

JEFFREY G. EDWARDS
Marshall County Attorney
80 Judicial Drive, Unit 130
Benton, Kentucky 42025

In-care-of Address for Tax Bill:

Marshall County Fiscal Court
1101 Main Street
Benton, Kentucky 42025


Jeffrey G. Edwards

STATE OF KENTUCKY

COUNTY OF MARSHALL

I, _____, Clerk of the aforesaid County Court, do certify that the foregoing Deed was on the _____ day of _____, 20____, lodged in my office for record. Whereupon the foregoing and this Certificate have been duly recorded in my office in Deed Book _____, page _____.

Given under my hand this the _____ day of _____, 20_____.

CLERK

By _____ D. C.

Ab/Fical2017(s)