

**CONTRACT OF SALE**

This **CONTRACT OF SALE** (the “Contract”) is entered into by and between **Donald & Kimberly Littrell** (the “Sellers” or “Wards”), by **THE KENTUCKY CABINET FOR HEALTH AND FAMILY SERVICES** (the “Cabinet”) in its capacity as the court-appointed guardian and/or conservator for **Kandace N Harrison**, and **SAMPLE SAMPLE SAMPLE SAMPLE** (the “Buyer”), this \_\_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”).

**RECITALS**

**WHEREAS**, the Seller is the record owner of the Property (defined below);

**WHEREAS**, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property pursuant to the terms and conditions set forth in this Contract; and

**WHEREAS**, upon execution, this Contract shall be submitted to the **Pemdleton** County, Kentucky District Court for its approval of the terms and conditions of this Contract and ruling on whether this sale is in the best interests of the Ward.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**TERMS AND CONDITIONS**

1. **THE PROPERTY.** The real property shall include (a) the single-family residence located at and commonly known as **3893 Hogg Ridge Rd**, **Pemdleton** County, Commonwealth of Kentucky, as more particularly described in the deed recorded in Book **317** Page **496** in the Office of the Clerk of **Pemdleton** County, Kentucky, and (b) any and all improvements now existing or hereafter located thereon, including without limitation, freezer, refrigerator, washer and dryer, stove, oven, ceiling fan(s), lighting fixtures, drapery and curtain rods and brackets, drapes and curtains, window shades, blinds and mini-blinds, storm windows and doors, mailbox(es), awnings, TV antenna, window air-conditioner unit(s), bathroom mirrors, wall-to-wall carpeting, built-in appliances, trees, shrubs and other planting, and all rights, privileges and appurtenances belonging thereto (collectively, the “Property”). The Property is being sold as is and could include personal contents to remain. All personal contents remaining in the property at the time of closing shall be in “as-is” condition, deemed to be of no value, and become the sole responsibility and property of the Buyer.

2. **PURCHASE PRICE.** The purchase price for the Property is **SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE** Dollars (\$ \_\_\_\_\_) (the “Purchase Price”). The Purchase Price shall be paid as follows: (a) **Five Thousand** Dollars (**\$5,000**) (the “Earnest Money”), and (b) the balance of

\_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ ) at Closing (as hereinafter defined) by cash, cashier's check, or certified check.

3. EARNEST MONEY.

a. The Earnest Money shall be held in escrow by Kentucky Land Title (the "Escrow Agent") in a non-interest-bearing account. The Earnest Money shall only be removed from escrow (i) in accordance with Section 3.b below, (ii) upon written agreement of Buyer and Seller, or (iii) upon a court order. Escrow Agent shall have no liability for acting as an escrow agent in accordance with this Contract.

b. Upon Closing, the Earnest Money shall be applied against the Purchase Price and paid to Seller. If Buyer defaults and fails to close, then the Earnest Money shall be paid to Seller (subject to any commission or fee due to Escrow Agent) and Seller may pursue all legal and equitable remedies, including the right of specific performance. If for any reason Seller is unable to deliver a Quitclaim Deed pursuant to Section 4.f below, then the Earnest Money shall be returned to Buyer and this Contract shall be terminated. If Seller otherwise defaults and fails to close, then Buyer shall be entitled to an immediate refund of the Earnest Money and may pursue all remedies.

4. CLOSING.

a. Closing Date. Closing of the sale contemplated by this Contract (the "Closing") is contingent upon approval of this Contract by order from the Pendleton County, Kentucky District Court. Provided that the court approves this Contract by order, Closing shall take place within the thirty-one (31) to forty-five (45) day period following the date upon which the court enters an order approving this Contract (the "Closing Date"). If the Closing Date falls on a Saturday, Sunday, or holiday, then the next following business day shall be deemed the Closing Date. If the court does not approve the terms and conditions of this Contract, then the parties hereto shall have no further obligations hereunder and the Earnest Money shall be returned to the Buyer. If the court fails to approve or reject the terms and conditions of this Contract within the one hundred and twenty (120) day period following the Effective Date hereof, then any party may terminate this Contract by providing written notice to the other parties.

b. Closing Time and Place. Closing shall be held at a time and place as may be mutually agreed upon by Buyer and Seller.

c. Closing Documents. Each and every document related to this Contract that will require the Cabinet's signature or acknowledgement at Closing shall be transmitted to Counsel for the Cabinet no less than seven (7) business days prior to the Closing Date.

d. Closing Costs. Seller shall pay for preparation of the deed and any corrective instruments, the recording costs for corrective instruments, and the transfer tax for the deed. Buyer shall pay the recording fee for the deed. Buyer and Seller shall each be responsible for the payment of their own attorneys' fees and legal costs.

e. Prorated Items. All rents, taxes, real estate assessments, association assessments and fees, prepaid service contracts and fuel oil and propane remaining in tanks shall be prorated as of the Closing Date.

f. Quitclaim Deed. At Closing, upon Buyer's payment of the Purchase Price to Seller as provided in Section 2 hereof, Seller shall convey title to the Property to Buyer by Quitclaim Deed.

g. RESPA. Under the Real Estate Settlement Procedures Act (RESPA, 26 USC 2604 and 24 CFR 3500.b), Buyer is entitled to review a copy of the closing statement twenty-four (24) hours in advance of Closing.

h. Possession. Exclusive possession of the Property shall be delivered to Buyer on the Closing Date once all Closing requirements are met and all funds dispersed.

i. Death of Seller. The Cabinet is the court-appointed guardian and/or conservator over Seller and has limited authority. If Seller shall die prior to the Closing Date, this Contract shall become null and void, and the Earnest Money shall be returned to Buyer.

5. REPRESENTATIONS & WARRANTIES OF SELLER. Seller represents and warrants to Buyer that:

a. Authority. Subject to court approval, the Cabinet, as court-appointed guardian and/or conservator for Seller, possesses full right and power to execute this Contract on behalf of Seller, and when executed by all parties having an interest in the Property, Seller shall be lawfully bound pursuant to the terms, covenants and conditions of this Contract;

b. Marketable Title. Seller possesses and will possess on the Closing Date marketable title to the Property. Subject to court approval, the Cabinet, as court-appointed guardian and/or conservator for Seller, possesses full right and power to convey the Property to Buyer; and

c. As-Is Condition. The Property is being sold as is and could include personal contents to remain. The Cabinet makes no representations or warranties regarding the condition of the Property or the condition of any personal contents.

6. DEFAULT. If, following the execution of this Contract, either party defaults in the performance of its duties under this Contract, then the non-defaulting party shall be entitled to assert all remedies available at law or in equity.

7. INSPECTION / NO CONTINGENCIES. Buyer has examined the Property and is thoroughly acquainted with its condition. Buyer accepts the Property in an “AS IS, WHERE IS” condition, and hereby waives any and all contingencies of any kind, including without limitation inspection and financing contingencies.

8. RISK OF LOSS. The risk of loss or material damage to the Property by fire, windstorm, or other casualty shall remain with Seller until the Closing Date and delivery of the deed to Buyer. If the Property is destroyed or materially damaged by fire, windstorm, or other casualty, this Contract shall be null and void at the option of the Buyer. This property is being sold in an “AS IS, WHERE IS” condition. Unless the Property is destroyed or materially damaged by any of the aforementioned, Seller shall have no obligation to repair any defects that arise after the execution of this Contract.

9. CASUALTY AND CONDEMNATION. If at any time prior to the Closing Date, all or any substantial part of the Property is damaged by fire, windstorm, or other casualty, taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may terminate this Contract and the Earnest Money shall be returned to Buyer. If Buyer terminates this Contract, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds actually paid for that portion of the Property damaged or taken. If Buyer elects to maintain this Contract in full force and effect, then (a) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds actually paid for that portion of the Property damaged or taken and not expended for repairs, or (b) if the insurance proceeds or condemnation proceeds have been paid to Seller, then Buyer shall receive a credit against the Purchase Price equal to the amount of insurance proceeds or condemnation proceeds actually paid to Seller and not expended for repairs.

10. NOTICE.

a. Delivery. Any notice or consent authorized or required by this Contract shall be in writing and (i) delivered personally, (ii) sent postage prepaid by certified mail or registered mail, return receipt requested, or (iii) sent by a nationally recognized overnight carrier that guarantees next day delivery, directed to the other party at the address first set forth below or such other parties or addresses as may be designated by either Buyer or Seller by notice given from time to time in accordance with this Section 10.

b. Receipt. A notice or consent given in accordance with this Section 10 shall be deemed received (i) upon delivering it in person, (ii) three days after depositing it in an office of the United States Postal Service or any successor governmental agency, or (iii) one day after giving it to a nationally recognized overnight carrier.

c. Notice Address. Seller’s notice address is:

**The Kentucky Cabinet for Health & Family Services  
as Guardian/Conservator for Kandace N Harrison  
8311 US Hwy 42 Florence, KY 41042**

**COPY TO: Attorney for CHFS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer’s notice address is:

\_\_\_\_\_  
\_\_\_\_\_

11. BROKERS. The real estate broker for Seller is **Doug Garner of Century 21 Garner Properties** (“Listing Agent”), and the real estate broker for Buyer is \_\_\_\_\_ of \_\_\_\_\_ (“Selling Agent”) (each a “Broker” and collectively the “Brokers”).

12.

13. BROKERS HELD HARMLESS. Buyer and Seller recognize that the Brokers and their respective agent(s) and employees involved in the purchase and sale of the Property are relying on all information provided herein and/or supplied by Seller or Seller’s sources and/or supplied by Buyer and Buyer’s sources in connection with the Property. Buyer and Seller agree to hold harmless the Broker(s) and their respective agent(s) and employees from any and all claims, demands, damages, lawsuits, liabilities arising out of any negligence, misrepresentation, intentional acts, or concealment of facts by Seller or Seller’s sources and/or any negligence, misrepresentation, intentional acts, or concealment of facts by Buyer or Buyer’s sources.

14. LEAD-BASED PAINT DISCLOSURE. The Cabinet is acting as a guardian or conservator in this matter and makes no representations or warranties regarding lead paint. If the property was built before 1978, Buyer represents that it (i) has had the opportunity to conduct, at Buyer’s expense for a period of ten (10) calendar days after the Effective Date, a risk assessment or inspection of the property for lead-based paint or lead-based paint hazards and waives the right to further inspect the Property; or (ii) waives the right to conduct a lead-based paint inspection. If the property was built prior to 1978, Buyer acknowledges receipt of the pamphlet

PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME and copies of any existing records or prior test results pertaining to lead-based paint or lead-based paint hazards.

15. ADDITIONAL SELLER DISCLOSURES. The Cabinet is acting as a guardian or conservator in this matter and cannot complete additional Seller disclosures due to lack of information. The Cabinet makes no representations or warranties regarding the condition of the Property. Buyer agrees to purchase the Property “AS IS, WHERE AS” in its present condition without reliance on any warranties or representations of Seller and agrees to accept all risk of defects with the Property.

16. BENEFIT & BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

17. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

18. ENTIRE AGREEMENT. The parties hereto have read and understood the entire contents of this Contract and acknowledge the receipt of a copy of this Contract. It is agreed that all terms, covenants and conditions pertinent are included herein, and no other verbal agreements or understandings of any kind shall be binding upon the parties. This contract supersedes any prior agreements between the parties.

19. COUNTERPARTS. This Contract may be executed in multiple counterparts, and each counterpart shall be deemed to be an original, but all counterparts together shall constitute one and the same agreement. Signatures transmitted by facsimile or other electronic means shall be deemed to be original signatures for the purpose of executing this Contract.

**IN WITNESS WHEREOF**, the parties hereto executed this Contract as of the Effective Date.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto executed this Contract as of the Effective

Date:

SELLER:

THE KENTUCKY CABINET FOR  
HEALTH AND FAMILY SERVICES, as  
Conservator for **Kandace N Harrison**

BUYER:  
SAMPLE SAMPLE SAMPLE  
SAMPLE SAMPLE SAMPLE  
SAMPLE SAMPLE SAMPLE  
SAMPLE SAMPLE SAMPLE  
SAMPLE SAMPLE SAMPLE  
Signature Date  
SAMPLE SAMPLE SAMPLE  
SAMPLE SAMPLE SAMPLE

Authenticated By:



For CHFS, Jennifer Sexton, Family Service Office Supervisor

6/17/2021 9:31:30 AM EDT

Print Name: 06/17/2021

Title: 9:31 AM

Signature

Date

SELLER:

ESCROW AGENT:

Company Name:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_