



ABSOLUTE AUCTION

SAT. DEC. 30, 2023, 10:30 AM

**196 CHARTERS DRIVE,
VANCEBURG, LEWIS CO., KY 41179**

OWNER: DOUGLAS M. HAMLIN ESTATE

**By and through his heirs at law, the property owners,
Trenda Shanane Caiazzo and Kylie Anna Hamlin.**



LEWIS CO. 196 CHARTERS DRIVE

5 Bdrm., 1 Bath 2 Story Frame Home situated on an acre lot with a detached 2 car garage and storage building. Home is attractive and large, nice staircase; large bedrooms; inviting covered front porch from which you can watch the traffic on the AA Hwy. Home is old and will require work. Property is being sold to settle an estate.

DIRECTIONS: When traveling East towards Vanceburg from Tollesboro on AA Hwy: When you reach KY 989 (which will be on your right), turn left, go approximately 500 feet and turn left: House will be on the right next to a barn; signs posted.

ABBREVIATED TERMS OF SALE: For full terms and conditions, see our online advertising; the URL is provided below). Property sold at ABSOLUTE AUCTION to HIGHEST AND BEST BIDDER REGARDLESS OF PRICE. Purchaser to make a 10% non-refundable down payment due immediately following sale which shall apply towards purchase price (NO BUYER'S PREMIUM!), with purchase to be completed within 30 days (on or before Jan. 30, 2024). Purchased "AS IS", NO CONTINGENCIES FOR FINANCING OR ADDITIONAL INSPECTIONS.

***For full terms and conditions, see our online
advertising at***

www.auctionzip.com/auctioneer/castanfield

Auction conducted by

CRAIG A. STANFIELD REAL ESTATE & AUCTION SERVICES

Craig A. Stanfield Real Estate Broker & Auctioneer

2126 W. KY 10, Tollesboro, KY 41189

Phone (606) 301-3350; e-mail: info@stanfieldproperty.com

Check out our website: www.stanfieldproperty.com

**EQUAL HOUSING OPPORTUNITY REAL
ESTATE BROKER & AUCTIONEER**

Craig A. Stanfield, 2003 KY State Champion Auctioneer



**PLAT OF DEED CALLS FOR 196 CHARTERS DRIVE,
VANCEBURG, LEWIS CO., KY 41179, the Douglas Hamlin Estate**

CALLS ENTERED TAKEN FROM DEED

n40w 16p
s50w 10p
s40e 16p
n50e 10p

Indicated Lot Size (Square Footage,
Acres) and Closure Error.

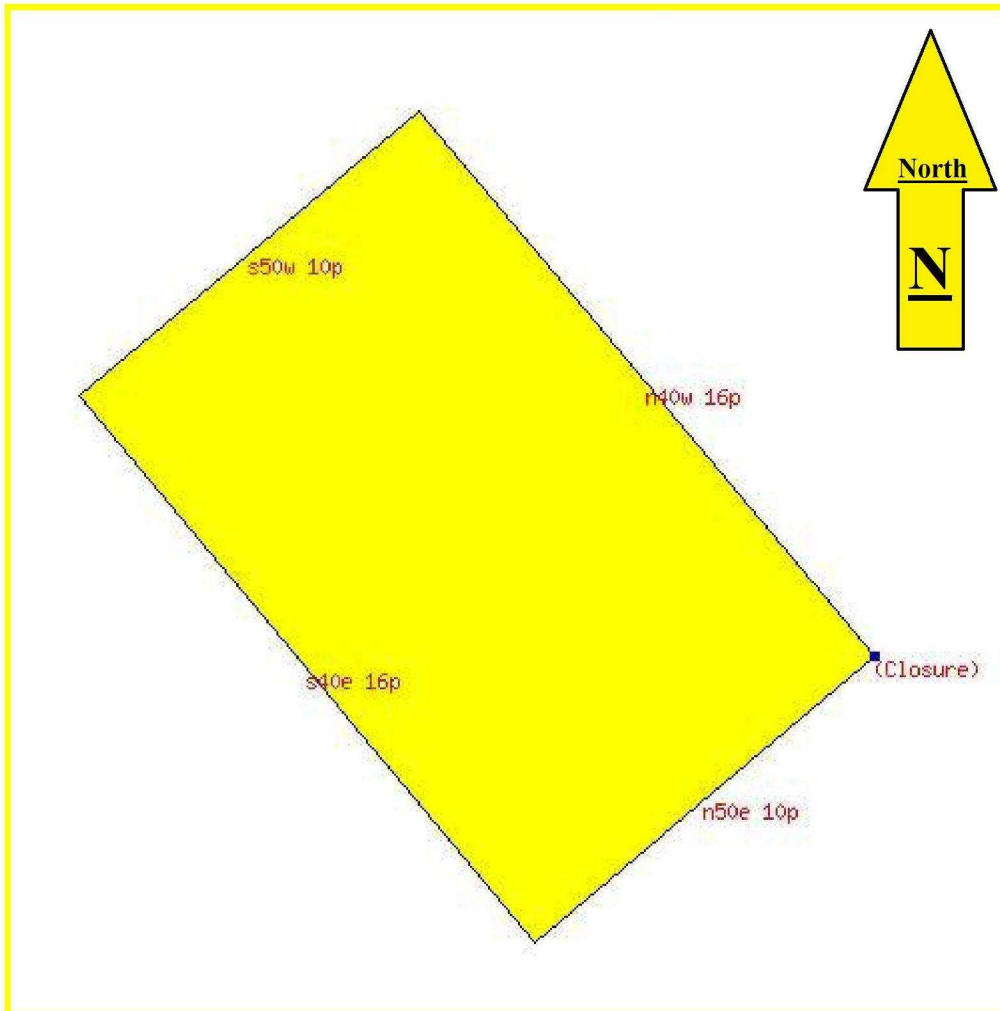
43560 square feet

1 acres (+/- 0.000000 acres) Perimeter: 858 feet

Closure: 0.000000f (0% or 0 perimeter error)

NOTE: Plat prepared by Craig A. Stanfield, Real Estate Broker & Auctioneer, of Craig A. Stanfield Real Estate & Auction Services for the exclusive use of the preparer in the marketing of the property described herein, March, 2023, All Rights Reserved. The plat is formed using **ONLY** those calls shown in the legal description which is as derived in that certain **AFFIDAVIT OF EXECUTRIX REAL PROPERTY ACQUIRED BY DESCENT PURSUANT TO KRS 382 135(4) IN RE: ESTATE OF DOUGLAS M. HAMLIN** dated the 15th day of August, 2022, Commonwealth of Kentucky Lewis District Court Probate Division, Case # 22-P-100. This plat is not formed utilizing any on-site measurements, transit or other instrument, and is not prepared by a surveyor, engineer or other professional.

PROPERTY SHAPE AS INDICATED BY CALLS/PLAT



LEGAL DESCRIPTION

All that certain tract or parcel of land lying and being in Lewis County, Kentucky on the waters of Salt Lick Creek and bounded as follows: Beginning at a stone standing in the Vanceburg, Salt Lick Tollesboro, and Maysville Turnpike (now State Highway No. 10); thence N. 40 deg. W 16 poles to a stone; in the said thence S. 50 deg. W 10 poles to a stone; thence S 40 deg. E 16 poles to a stone in said road (State Highway No. 10); thence with the same N 50 deg. E 10 poles to the place of beginning, containing one (1) acre be the same more or less, together with the improvements thereon.

Being the same property conveyed to Douglas M. Hamlin and Loretta Hamlin his wife, as joint tenants with right of survivorship and not as tenants in common, by deed from Linda Lou Toller, the unmarried widow of Larry W. Toller, dated June 15, 2001, and recorded in Deed Book 191 page 179 Lewis County Court Clerk Court Records.

Loretta Hamlin died July 10,

2021, thus vesting Douglas M. Hamlin fee simple title to the above described property by way of the survivorship clause contained in the above referenced deed.

Douglas M. Hamlin died testate on the 15th day of June, 2022. By that certain Affidavit of Executrix Real Property Acquired by Descent Pursuant to KRS 382.135(4), and Commonwealth of Kentucky Lewis District Court Probate Division Case No. 22-P-100, RE: The Estate of Douglas M. Hamlin deceased, Trena Shanane Caiazzo was appointed Executrix the 16th day of Aug., 2022 by order of the Honorable Paul E. Craft, Judge, Lewis District Court.

TERMS & CONDITIONS HAMLIN ESTATE AUCTION, 196 CHARTERS DRIVE, VANCEBURG, LEWIS CO., KY

TERMS & CONDITIONS: The Property is to be Sold upon the following Terms/Conditions: **TERMS OF PURCHASE, REAL ESTATE:** Property sold to settle the ESTATE OF DOUGLAS M. HAMLIN by his legal heirs/owners of the property, Trenda Shanane Caiazzo and Kylie Anna Hamlin, with the property to be sold at **ABSOLUTE AUCTION** to the highest and best bidder, regardless of price (the definition of Absolute Auction as adopted by the Kentucky Board of Auctioneers has been provided to the property owners. The owners acknowledge an understanding of the definition and agrees that the auction shall be conducted in accordance with said definition). **Purchaser(s) of real estate to place a NON-REFUNDABLE deposit (cash or good check) equal to 10 percent of the total purchase price with contract immediately following sale, with balance due in full with deed at closing on or before the 30th day of January, 2024. Terms of purchase are Cash to Seller: NO CONTINGENCIES OF ANY KIND PERMITTED. Possession with deed at closing.** Sellers to maintain insurance on property though date of closing (including liability; agent/auctioneer is not responsible for accidents); however successful purchaser will have an inherent and thus an insurable interest in the property as of date of sale and is encouraged to obtain insurance immediately upon sale as purchaser will assume risk of loss from under-insurance, lack of insurance, or in the event of fire or other disaster. Year 2024 real estate taxes to be payable by the purchaser (NO PRORATION), however any prior years taxes that may have been unpaid shall be payable by the seller. The home on the property was constructed prior to 1978, thus Lead-Based Paint could potentially be in evidence. Purchasers concerned about the possible presence of lead-based paint are encouraged to arrange and conduct --- at the prospective purchaser's sole expense --- any inspections for the presence of Lead-Based Paint they so desire prior to purchase, as purchaser will be required to waive the rights to any contingency relative to any future testing or presence of Lead-Based Paint as a condition of purchase. Prospective purchasers encouraged/advised to inspect the property thoroughly prior to sale as **REAL ESTATE SOLD AS IS WITHOUT WARRANTY WHATSOEVER --- INCLUDING WITH REGARD TO FITNESS/MERCHANTABILITY/MARKETABILITY/DESIRABILITY FOR ANY USE WHATSOEVER, EITHER EXPRESSED OR IMPLIED.** Purchasers must have performed any and all due diligence inspections of the property prior to purchase, at purchaser's sole expense --- including but not limited to: Whole House Inspection, Wood-Boring Insect Inspection, Radon Gas Inspection, Lead-Based Paint Presence, Phase I/II/III environmental hazard reports/ surveys, property surveys, appraisal, etc. --- as purchaser will not be permitted any contingencies for any type of testing performed after the auction or for results thereof determined after the auction. Contact agent/auctioneer prior to the auction to arrange inspection/testing. Announcements made date of sale take precedence over printed matter. **NOTE/DISCLOSURE:** The subject property consists of an acre lot served with public water and electricity and is improved with a two car detached garage building in addition to a two story frame home. THE HOME IS NOT SERVED WITH A SEPTIC SYSTEM. However, while the home is not served with a septic system and is therefore not suited to occupancy, it may be utilized for storage or an alternative sanitary waste disposal system (placement of a septic system/leach field or a holding tank that may be pumped when needed, use of a composting toilet, porta-potties, or combination thereof, etc.). In addition, the lot consists of one acre that is not subject to restrictions that would prohibit it from being utilized as a site for placement of a singlewide, doublewide, mini-home, or with a new home structure (however no Site Evaluation For Septic Tank Placement has been performed on the property and it would be up to the purchaser to arrange for such inspection), and the property is already provided with a two car garage that is wired and has a concrete floor. Purchased subject to zoning, easements, highway right of way, local ordinances, and restrictions. Further the property shall be purchased by the existing legal description, by the boundary and not by the acre, subject to any facts that might be disclosed by an accurate survey --- sellers are not responsible for providing for any surveys of the subject property. Payment of down payment for real estate required to be paid to the agent/auctioneer immediately upon conclusion of sale, at SALE SITE, NO EXCEPTIONS. **NOTE:** Any returned checks shall be subject to a \$50 returned check fee (plus expenses of collection), a 10 percent penalty, shall be subject to interest and other expenses to the limit the law permits, and checks will be turned over for prosecution. The AGENT/ AUCTIONEER, as well as staff or employees of agent/ auctioneer, reserves the right to bid on any property sold, however subject to the same terms and conditions as that of any other bidder. **NO BUYERS PREMIUM!** THIS AUCTION CONTRACT IS AN EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT.