

ABSOLUTE REAL ESTATE & PERSONAL PROPERTY AUCTION

Thurs. | Feb. 20, 2020 | 10:00 A.M.

17124 Crystal Valley Road

Little Rock, Arkansas 72210

**1-Story, Single Family Home | 1,080± SF | 2 Bedrooms | 1 Bathroom
2-Car Carport | (3) Detached Storage Buildings | All on 2.15± Acres in a
Great Neighborhood!
Also Selling, Online Only, Living Room & Bedroom Furniture, Flat Screen TV,
Washer/Dryer, Lawn Tractor & Much More!
All, Selling Regardless of Price to the Highest Bidder on Auction Day!**



WilsonAuctioneers.com

January 24, 2020

Dear Prospective Buyer:

This 1,080+/- square foot, (2) bedroom/ (1) bath home was built approximately in the year 1955. The home contains a living room, den, kitchen, and laundry room. This house has central heating and air, storm windows and doors, and a large back deck. The home is on a tree-shaded 2.15+/- gently sloping, acres and the property also has a 2-car carport and (3) detached storage buildings. This house is on public water and served by an on-site septic system. **This property is selling regardless of price on auction day!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Ken Bethge, at (870) 550-5274**. We look forward to working with you on auction day at ***17124 Crystal Valley Road in Little Rock, Arkansas at 10:00 a.m. on February 20th.***

A handwritten signature in blue ink, appearing to be "B.K. Bethge, Jr.", written over a horizontal line.

B.K. (Ken) Bethge, Jr.
Associate Real Estate Broker
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$10,000.00 Cashier's Check ***made Payable in Your Name or Wilson Auctioneers, Inc.*** Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome.**

CLOSING COMPANY: American Abstract & Title Company ~ Closing Agent: Andrew Adkins ~ 12814 Cantrell Road, Little Rock, Arkansas 72223 ~ (501) 227-8603 ~ Fax/ 227-9160.

GENERAL INFORMATION: This 1,080+/- SF, 2 Bedroom/ 1 Bath Home was Built Approx. in 1955 ~ Home Contains a Living Room, Den, Kitchen & Laundry Room ~ House has Central Heating & Air, Storm Windows & Doors & a Large Back Deck ~ Situated on a Tree-shaded 2.15+/- Gently Sloping Acres ~ Property Also has a 2-Car Carport & (3) Detached Storage Buildings ~ The Home is on Public Water & Served by an On-site Septic System ~ **Selling Regardless of Price on Auction Day!** ~ **Offers Made Prior to Auction Day are Welcome!**

REAL ESTATE TAXES FOR YEAR 2019: \$868.00

SCHOOL DISTRICT: Pulaski County Special

The information in this packet is believed to be accurate and from reliable sources, but we make no representation or warranties, expressed or implied, as to the accuracy of the information. All references to age, square footage, income, taxes, aerals, plats, surveys and expenses, but not limited to, are approximate. Buyers should conduct their own independent investigations and rely only on those results. Neither Wilson Real Estate Auctioneers, Inc. nor the Seller assumes liability for the information provided.

LEGAL DESCRIPTION:

A part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 25, Township 1 North, Range 14 West, more particularly described as follows: Beginning at the Northeast Corner of the said Southeast Quarter (SE 1/4), run thence South 41.2 Feet; thence South 46 degrees 19 minutes West 156 feet; more or less to the Easterly Right-of-Way line of Crystal Valley Road; thence North 38 degrees 57 minutes West along said road Right-of-Way 193.2 feet; thence South 89 degrees 44 minutes East 234.3 feet to the point of beginning, containing 0.45 acres, more or less, subject however to 25 foot wide road easement therein more particularly described as follows: Starting at the Northeast Corner of the said Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4), run thence South 6.6 feet to the point of beginning of the road easement; thence South 34.6 feet; thence South 46 degrees 19 minutes West 156 feet, more or less to the Easterly Right-of-Way line of Crystal Valley Road; thence North 38 degrees 57 minutes West along said Right-of-Way 25.1 feet; thence North 46 degrees 19 minutes East 177.8 feet to the point of beginning of the road easement, which contains 0.09 acres, more or less.

AND ALSO

Part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 25, Township 1 North, Range 14 West, in Pulaski County, Arkansas, more particularly described as follows: Beginning at the Southeast (SE) corner of the said Northeast Quarter (NE1/4) Southeast Quarter (SE1/4); thence North 0 degrees 47 minutes East a distance of 200 feet; thence North 89 degrees 46 minutes West a distance of 431.1 feet to the East right-of-way line of Crystal Valley Road; thence Southeasterly along said East right-of-way line of said Crystal Valley Road 271.0 feet to the South line of said Northeast Quarter (NE1/4) Southeast Quarter (SE1/4) thence South 89 degrees 46 minutes East 244.2 feet to the point of beginning. Also described as Tract #27 of unrecorded plat as dated May 1953, prepared by G.A. Denham, Registered engineer of Little Rock, Arkansas.



 **17124 Crystal Valley Rd**

Crystal Valley Rd

Colonel Miller Rd

Baseline Rd

CRYSTAL VALLEY

**OTTER CREEK
CRYSTAL**

OTTER CREEK

Baseline Rd

I-30

MAVIS CIRCLE

Walmart Supercenter

Dave & Buster's

Outlets of Little Rock

Bass Pro Shops

Love's Travel Stop

**STAGECOACH
- DODD**

5

100

I-30

378

Stagecoach Rd

Stagecoach Rd

W David O Dodd Rd

S Shackelford Rd

**PECAN LAKE
PECAN LAKE**

WILSON REAL ESTATE AUCTIONEERS, INC.

TERMS OF AUCTION

Wilson Real Estate Auctioneers, Inc., an Arkansas corporation headquartered at 929 Airport Road, Hot Springs, Arkansas 71913 (telephone 877-243-2289 or 501-624-1825 and facsimile 501-624-3473) and its Arkansas broker, Joe R. Wilson ("Broker") whose address is 929 Airport Road, Hot Springs, Arkansas 71913 (these parties collectively "Auctioneer") have contracted with ("Seller") to offer to sell at public auction ("Auction") certain real property ("Property"). These terms, plus any additions, deletions, and/or revisions announced by Auctioneer before the commencement of the Auction, represent the exclusive terms for the Auction ("Terms of Auction").

1. **AGENCY:** Auctioneer is acting exclusively as an agent for Seller and not as an agent for any Bidder or Buyer. No third-party broker is acting as a sub-agent of Auctioneers.
2. **PROPERTY:** The Property is described in the Property Information Packet ("Information Packet"), a copy of which is available from Auctioneer and posted at the Auction.
3. **DUE DILIGENCE:** Seller and Auctioneer do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice and conduct due diligence on the Property, title commitment (available from Auctioneer and posted at the Auction), surrounding area, all information provided by Seller or Auctioneer, "Property Information Packet" (available from Auctioneer, online at www.wilsonauctioneers.com, and posted at the Auction), public records, Terms of Auction, Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, matters, problems, and other relevant matters (collectively "Property Issues"). All information provided by Auctioneer came from Seller and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Seller and Auctioneer are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
4. **DISCLAIMER:** Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors and employees, shall have no liability on any basis. The Property will be offered in "**AS IS, WHERE IS**" condition. To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the Terms of Auction and the Sale Contract.
5. **DISCLOSURES:** The Property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions and matters of record. Maps, depictions and sketches in any materials related to the Property are for illustration purposes only and Seller and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness, Residential dwellings built prior to 1978 may include lead-based paint. Buyer of such property must immediately execute a "Lead-Based Paint Waiver" in favor of Seller to be made part of the Sale Contract, thereby waiving Buyer's right to conduct any risk assessment or inspection for lead-based paint hazards. Every Bidder should read and understand the lead hazard information pamphlet provided and the "Lead Warning Statement" in the Sale Contract.
6. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Auctioneer. Bidder must present a cashier's check in the amount specified under "Terms on Real Estate" to Auctioneer at registration. This must be in the form of cashier's check, made payable to Bidder. Any person intending to bid on behalf of another must present Auctioneer with an executed, enforceable, recorded and unexpired power of attorney which is subject to Auctioneer's approval. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

7. **BUYER'S PREMIUM:** A ten-percent (10.00%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the selling price for the Property ("total contract price").
8. **AUCTION:** Auctioneer's discretion includes, but is not limited to, the auction method, bid-calling, bid increments and determining the buyer. The decision of Auctioneer is final regarding all matters that arise before, during, or after the Auction. Seller shall not bid, unless the auction is ordered by the court. Bidder shall not retract any bid. Bidder's purchase shall be considered a single transaction whether of the whole or a fraction of the Property. The sale of any fraction of the Property shall not be contingent upon the sale of any other portion thereof, whether purchased by the same Buyer or not.
9. **SALE CONTRACT:** This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer shall immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to the sale of the Property. Any Buyer purchasing on behalf of a business or arm of government ("artificial person") shall immediately execute the Sale Contract in both the artificial person's and buyer's names, until such time as the artificial person presents Auctioneer with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Auctioneer, agreeing to be bound by the Sale Contract. The Terms of Auction are incorporated into the Sale Contract which defines the entire agreement between Seller and Buyer. The Terms of Auction complement the Sale Contract and, in the event of any conflict between them, the Sale Contract shall control in all instances. Buyer shall execute the Sale Contract and no addition, deletion, or revision shall be permitted.
10. **DEPOSIT:** Buyer shall immediately pay to Wilson Real Estate Auctioneers, Inc. a cashier's check in the amount specified under "Terms on Real Estate". If for any reason Buyer fails to timely execute the Sale Contract or pay the deposit, Seller has sole discretion, to: (a) pursue all legal and equitable remedies available against Buyer, or (b) declare Buyer's bid to be immediately forfeited, null and void, without any requirement of notice, and immediately re-sell the Property to another buyer.
11. **ARBITRATION:** Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, shall be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc., or its successor, and decided by a panel of three (3) independent arbitrators. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the parties' attorneys' fees, shall initially be paid equally by them. The prevailing party shall be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. All aspects of any arbitration shall be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the parties shall jointly move the court entering judgment on the arbitration award to so order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues, or it will be forever barred. The right of arbitration shall accrue, and the two (2) year limitation period shall begin to run on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.
12. **CHOICE OF LAW, JURISDICTION AND VENUE:** Any Auction matter shall be exclusively construed and governed in accordance with the laws of the State of Arkansas without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be the County of Garland in the State of Arkansas.
13. **MISCELLANEOUS:** The Terms of Auction shall bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction shall be made, except by Auctioneer's written revision or announcement at the Auction.
14. **OFFERS:** If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.

ATTENTION: HOME BUYERS & REAL ESTATE INVESTORS!

1-Story, Single Family Home w/ 1,080+/- SF Containing 2BR/ 1BA, Living Room, Den & Kitchen ~ 2-Car Carport & (3) Detached Storage Buildings ~ All on 2.15+/- Acres in a Great Neighborhood! ~ Also Selling, Online Only, Living Room & Bedroom Furniture, Flat Screen TV, Washer/Dryer, Lawn Tractor & Much More! ~ Live, Online Bidding Available ~ All, Selling Regardless of Price to the Highest Bidder!

ABSOLUTE REAL ESTATE & PERSONAL PROPERTY AUCTION

THURSDAY ~ FEBRUARY 20, 2020 ~ 10:00 A.M.

17124 CRYSTAL VALLEY RD. ~ LITTLE ROCK, AR 72210

DIRECTIONS: From I-30 & Baseline Rd., Travel West on Baseline Rd. ~ Turn Right onto Colonel Miller Rd. ~ Turn Left onto Crystal Valley Rd. & Property is on the Right ~ Watch for Auction Signs.

REAL ESTATE DESCRIPTION: This 1,080+/- SF, 2 Bedroom/ 1 Bath Home was Built Approx. in 1955 ~ Home Contains a Living Room, Den, Kitchen & Laundry Room ~ House has Central Heating & Air, Storm Windows & Doors & a Large Back Deck ~ Situated on a Tree-shaded 2.15+/- Gently Sloping Acres ~ Property Also has a 2-Car Carport & (3) Detached Storage Buildings ~ The Home is on Public Water & Served by an On-site Septic System ~ Selling Regardless of Price on Auction Day! ~ Offers Made Prior to Auction Day are Welcome! ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

PARTIAL LIST OF PERSONAL PROPERTY: (All Personal Property Items Selling ONLINE ONLY) ~ Bidding Ends: Wednesday, February 19th @ 6:00 p.m. ~ Couches, Chairs, Hutch, Flat-screen TV, Portable Generator, Washer/Dryer, Refrigerator/Freezer, Sharp Microwave, Single & Double Beds, Treadmill, Ariens 17.5 HP Lawn Tractor, Chain Saw, Leaf Blowers, Electric Limb Trimmer, Ryobi Battery Powered Tools, Lawn Mower Lift & More ~ Online Bidding Provided through the Wilson Auctioneers' App, go to the App Store or Click here <https://itunes.apple.com/us/app/wilson-auctioneers/id1439621209?mt=8> and Download the App Today ~ Remember, it's Selling Regardless of Price to the Highest Bidder!

AUCTIONEER'S NOTE: If you're looking for a quiet spot for leisure living, this is it! This home would be great for owner-occupancy or rental income.

TERMS ON REAL ESTATE: \$10,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Closing within 30 Days ~ Title Insurance with Warranty Deed Provided at Closing ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ Offers Prior to Auction are Welcome.

TERMS ON PERSONAL PROPERTY: Items Selling ONLINE ONLY ~ Bidding Ends: February 19th @ 6:00 p.m. ~ All Major Credit Cards Accepted ~ 15% Buyer's Premium ~ Items Must be Immediately Picked up after the Real Estate Sells, on Thursday, February 20th at 17124 Crystal Valley Road.

INSPECTION: Open House will be Saturday, February 15th from 11:00 a.m. to 1:30 p.m. to View the Interior of Home & Personal Property ~ Drive by Anytime to Inspect the Land or Exterior of Home ~ Contact Broker, **Ken Bethge** at 870-550-5274/ ken@wilsonauctioneers.com with Questions ~ Auctioneers will be On-site & Bidder Registration begins at 9:00 a.m. on Auction Day.

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

Leading Real Estate Auctioneers "Since 1961"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4