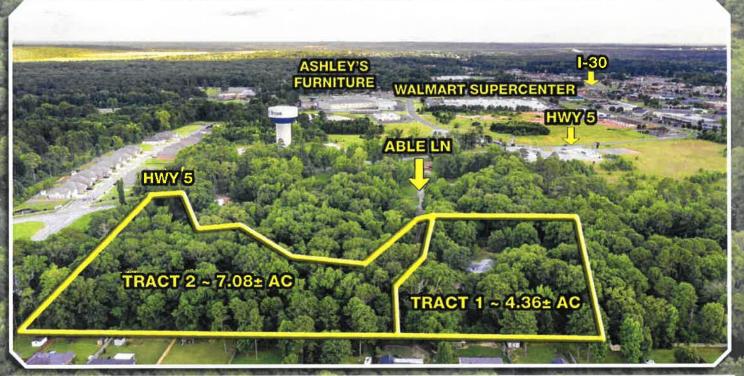
SALINE COUNTY LAND & HOME ABSOLUTE AUCTION







On-site & Online Auction

Thursday | August 6, 2020 | 11:00 A.M. 3924 Able Lane | Bryant, Arkansas 72022

WilsonAuctioneers.com

Dear Prospective Buyer:

This prime 11.44+/- acres has been newly surveyed into (2) tracts and will be offered in two individual tracts and its entirety. The property is in the Bryant School District. This property is vacant, and court-ordered to sell to settle an estate.

Tract 1 consists of 4.36+/- acres at the end of Able Lane, containing a 1,768+/- square foot home built in 1980 on (3) lots. This (3) bedroom/ (2) bathroom, vinyl siding exterior house, is newly remodeled and updated and in move-in ready condition. There are a 2-car detached garage and an additional outbuilding. The home consists of a large living room with hardwood flooring, entry sitting room/sunroom, kitchen with painted cabinets, dining room, oversized utility room, master bedroom with a private bathroom including a shower, 2nd and 3rd bedrooms, and a 2nd full bathroom. The 2020 updates include all new interior paint, all new LED lighting fixtures and ceiling fans throughout, new vinyl windows, all interior and exterior doors painted, and new doorknobs installed. This house has new luxury vinyl plank in the kitchen, dining room, laundry room, and bathrooms. All (3) bedrooms have new carpet, and there are new bathroom vanities and commodes. This tract has all city utilities, including city water, city sewer, natural gas, and electricity.

Tract 2 contains 7.08+/- undeveloped, wooded acres with 65 feet of Highway 5 frontage with an average daily traffic count of 11,000+/- vehicles per day.

This incredible 11.44+/- acres is less than half a mile north of the Bryant Walmart Supercenter and would make an excellent property to develop. Do not miss this opportunity!

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Doug Westgate**, at (501) 815-4004. We look forward to working with you on auction day at 3924 Able Lane in Bryant, Arkansas, at 11:00 a.m. on August 6th.

Doug Westgate, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$15,000.00 (PER TRACT) 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.

<u>CLOSING COMPANY:</u> Lenders Title Company ~ Closing Agent: Stacey Westpheling (<u>swestpheling@lenderstitle.com</u>) ~ 3300 Commonwealth Drive (Suite 200), Bryant, Arkansas 72022 ~ (501) 847-1129 ~ Fax/ 847-3655.

GENERAL INFORMATION: This Prime 11.44+/- Acres has been Newly Surveyed into 2 Tracts & Will be Offered in Two Individual Tracts & in its Entirety ~ (TRACT 1) Consists of 4.36+/- Acres at the End of Able Lane, Containing a 1,768+/- SF Home Built in 1980 on 3 Lots ~ 3 Bedroom/ 2 Bath, Vinyl Siding Exterior Home, Newly Remodeled & Updated & in Move-in Ready Condition ~ 2-Car Detached Garage & Additional Outbuilding ~ Home Consists of a Large Living Room w/Hardwood Flooring, Entry Sitting Room/Sunroom, Kitchen w/Painted Cabinets, Dining Room, Oversized Utility Room, Master Bedroom w/Private Bathroom w/Shower, 2nd & 3rd Bedrooms & 2nd Full Bath ~ 2020 Updates Include All New Interior Paint, All New LED Lighting Fixtures & Ceiling Fans Throughout, New Vinyl Windows, All Interior & Exterior Doors Painted & New Doorknobs Installed ~ New LVP in Kitchen, Dining Room, Laundry Room & Bathrooms ~ New Carpet in All 3 Bedrooms ~ New Bathroom Vanities & Commodes ~ All City Utilities, Including City Water, City Sewer, Natural Gas & Electricity ~ (TRACT 2) Contains 7.08+/- Undeveloped, Wooded Acres w/ 65 Ft. of HWY 5 Frontage w/an Average Daily Traffic Count of 11,000+/- VPD ~ Bryant School District ~ Property is Vacant & Court-ordered to Sell to Settle an Estate!

REAL ESTATE TAXES FOR YEAR 2019: \$827.40

SCHOOL DISTRICT: Bryant

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, aerials, 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.

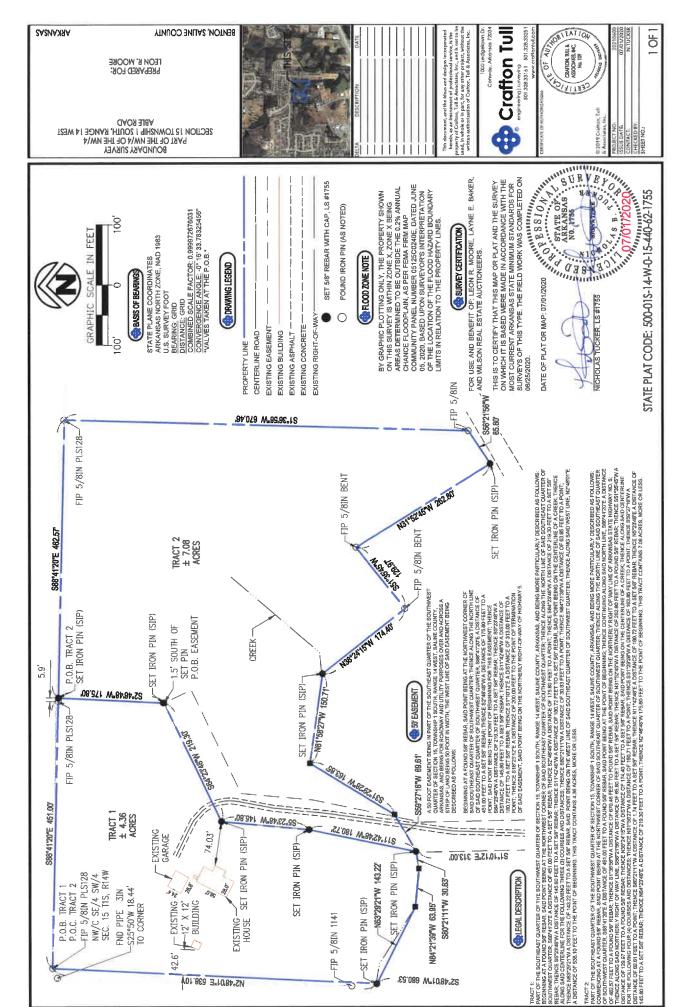
LEGAL DESCRIPTION:

TRACT 1:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER, S88°41'20"E A DISTANCE OF 451.00 FEET TO A SET 5/8" REBAR; THENCE S2°46'48"W A DISTANCE OF 175.80 FEET TO A POINT; THENCE S64°23'48"W A DISTANCE OF 219.30 FEET TO A SET 5/8" REBAR; THENCE S5°23'48"W A DISTANCE OF 145.80 FEET TO A SET 5/8" REBAR; THENCE S11°42'48"W A DISTANCE OF 180.72 FEET TO A SET 5/8" REBAR, SAID POINT BEING ON THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES; THENCE S80°21'11"W A DISTANCE OF 30.83 FEET TO A POINT; THENCE N84°21'39"W A DISTANCE OF 63.95 FEET TO A POINT; THENCE N63°29'21"W A DISTANCE OF 143.22 FEET TO A SET 5/8" REBAR, SAID POINT BEING ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE, N2°48'01"E A DISTANCE OF 538.10 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 4.36 ACRES, MORE OR LESS.

TRACT 2:

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR, SAID POINT BEING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER, S88°41'20"E A DISTANCE OF 451.00 FEET TO A FOUND 5/8" REBAR, SAID POINT BEING AT THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, S88°41'20"E A DISTANCE OF 462.57 FEET TO A FOUND 5/8" REBAR; THENCE S1°36'56"W A DISTANCE OF 670.46 FEET TO FOUND 5/8" REBAR, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY NO. 5; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, S56°21'56"W A DISTANCE OF 65.80 FEET TO A SET 5/8" REBAR; THENCE N31°52'45"W A DISTANCE OF 262.80 FEET TO A FOUND 5/8" REBAR; THENCE S51°35'45"W A DISTANCE OF 129.97 FEET TO A FOUND 5/8" REBAR; THENCE N38°24'15"W A DISTANCE OF 174.40 FEET TO A SET 5/8" REBAR, SAID POINT BEING ON THE CENTERLINE OF A CREEK: THENCE ALONG SAID CENTERLINE FOR THE FOLLOWING FOUR (4) COURSES AND DISTANCES: THENCE N81°58'27"W A DISTANCE OF 150.71 FEET TO A POINT; THENCE S31°29'28"W A DISTANCE OF 163.85 FEET TO A POINT: THENCE S59°27'16"W A DISTANCE OF 69.61 FEET TO A POINT; THENCE S80°21'11"W A DISTANCE OF 1.74 FEET TO A SET 5/8" REBAR; THENCE N11°42'48"E A DISTANCE OF 180,72 FEET TO A SET 5/8" REBAR; THENCE N5°23'48"E A DISTANCE OF 145.80 FEET TO A SET 5/8" REBAR; THENCE N64°23'48"E A DISTANCE OF 219.30 FEET TO A POINT; THENCE N2°46'48"W 175.80 FEET TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 7.08 ACRES, MORE OR LESS.



ARKANSAS BENTON, SALINE COUNTY engineering1surveying 501.328.33161 501.328.3325 Crafton Tu PREPARED FOR: ABLE ROAD SECTION 12 TOWNSHIP I SOUTH, RANGE 14 WEST POUNDARY SURVEY BOUNDARY SURVEY DATE OF PLAT OR MAP. 07/01/2020

DATE OF PLAT OR MAP. 07/01/2020

DATE OF PLAT OR MAP. 07/01/2020

ARKANBAS

ARKANBA BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN ON THIS SURVEY SWITHIN ZONE X, ZONE X BEING AREAS DETERMINED TO BE OUTSIDE THE 0.24 ANNUAL CHANCE FLOODPLAIN, AS PER FEMA FIRM MAP COMMUNITY PANEL NUMBER 05125C0240E, DATED JUNE 05, 2020 BASED POON SURVEYOR'S INTERPRETATION OF THE LOCATION OF THE LOCATION OF THE LOCATION OF THE PLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MOST CURRENT ARKANSAS STATE MINIMUM STANDARDS FOR SUST CURRENT ARKANSAS STATE MINIMUM STANDARDS FOR 80875/2020. FOR USE AND BENEFIT OF: LEON R. MOORE, LAYNE E. BAKER, AND WILSON REAL ESTATE AUCTIONEERS. SET 5/8" REBAR WITH CAP, LS #1755 STATE PLANE COORDINATES
ARKANSAS MORTH ZONE, NAD 1983
U.S. SURVEY FOOT
BEARING: GRID
DISTANCE: GRID
COMBINED SCALE FACTOR: 0.999972676031
CONVERGENCE ANGLE: 40°16'33.78325456°
VALUES TAKEN AT THE P.O.B.* FOUND IRON PIN (AS NOTED) SURVEY CERTIFICATION FLOOD ZONE NOTE DRAWING LEGEND (BASIS OF BEARING 0 EXISTING RIGHT-OF-WAY **EXISTING CONCRETE EXISTING EASEMENT EXISTING BUILDING** CENTERLINE ROAD EXISTING ASPHALT PROPERTY LINE 97.018 W'82'8E'12

150.71%

22.53.48 W 145.80°

N2"48'01"E 538.10"

CONTRACTOR OF THE PARTY OF THE

27.081 WBASATES

N63°29'21"W 143.22"

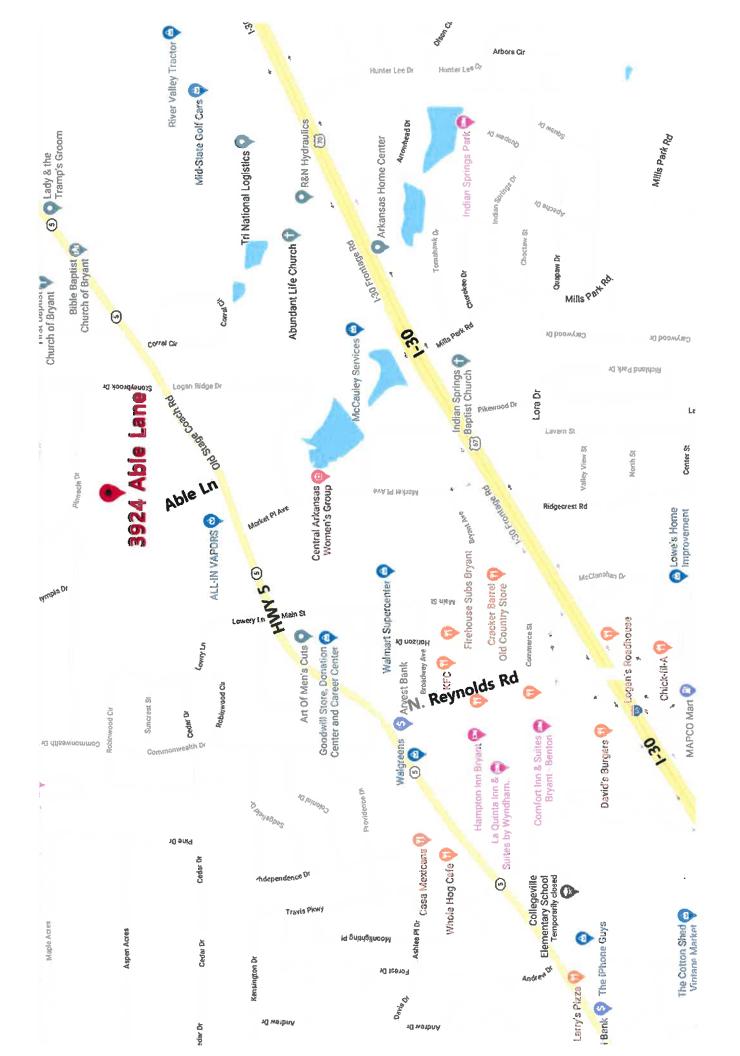
1397W 63.95'

S2'48'01"W 680.53'

S2°46'48"W 175.80"

<u>Р</u>

\$1,10,15,E 313'00, LEGAL DESCRIPTION



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 administrated 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. 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: CENTRAL ARKANSAS LAND & HOME BUYERS & INVESTORS!

11.44+/- Acres w/Remodeled 3 Bedroom/ 2 Bath Home Conveniently Located 1 Mile from I-30 (Exit 123) in Bryant, Arkansas, w/ 66+/- Ft. of HWY 5 Frontage ~ Offered in (2) Individual Tracts & in its Entirety ~ Court-ordered to Settle an Estate! ~ Selling On-site w/Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE ON AUCTION DAY!

SALINE COUNTY LAND & HOME ABSOLUTE AUCTION

THURSDAY ~ AUGUST 6, 2020 ~ 11:00 A.M. 3924 ABLE LANE ~ BRYANT, AR 72022

<u>DIRECTIONS:</u> From I-30 (Exit 123), Travel 0.3 Mi. North on N. Reynolds Rd. ~ Turn Right on HWY 5 & Travel 1/2 Mi. ~ Turn Left onto Able Lane & Follow to End of Road ~ Watch for Auction Signs & Property.

REAL ESTATE DESCRIPTION: This Prime 11.44+/- Acres has been Newly Surveyed into 2 Tracts & Will be Offered in Two Individual Tracts & in its Entirety ~ (TRACT 1) Consists of 4.36+/- Acres at the End of Able Lane, Containing a 1,768+/- SF Home Built in 1980 on 3 Lots ~ 3 Bedroom/ 2 Bath, Vinyl Siding Exterior Home, Newly Remodeled & Updated & in Move-in Ready Condition ~ 2-Car Detached Garage & Additional Outbuilding ~ Home Consists of a Large Living Room w/Hardwood Flooring, Entry Sitting Room/Sunroom, Kitchen w/Painted Cabinets, Dining Room, Oversized Utility Room, Master Bedroom w/Private Bathroom w/Shower, 2nd & 3rd Bedrooms & 2nd Full Bath ~ 2020 Updates Include All New Interior Paint, All New LED Lighting Fixtures & Ceiling Fans Throughout, New Vinyl Windows, All Interior & Exterior Doors Painted & New Doorknobs Installed ~ New LVP in Kitchen, Dining Room, Laundry Room & Bathrooms ~ New Carpet in All 3 Bedrooms ~ New Bathroom Vanities & Commodes ~ All City Utilities, Including City Water, City Sewer, Natural Gas & Electricity ~ (TRACT 2) Contains 7.08+/- Undeveloped, Wooded Acres w/ 65 Ft. of HWY 5 Frontage w/an Average Daily Traffic Count of 11,000+/- VPD ~ Bryant School District ~ Property is Vacant & Court-ordered to Sell to Settle an Estate! ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

<u>AUCTIONEER'S NOTE:</u> This incredible 11.44+/- acres is less than half a mile north of the Bryant Walmart Supercenter and would make an excellent property to develop. Do not miss this opportunity!

<u>TERMS ON REAL ESTATE:</u> \$15,000.00 (PER TRACT) 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.

<u>INSPECTION:</u> Contact Agent, *Doug Westgate at 501-815-4004*/ <u>doug@wilsonauctioneers.com</u> with Questions Regarding this Property or to View the Home ~ Auctioneers will be On-site at 10:00 a.m. Day of Auction.

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