DIAMOND BLUFF LUXURY LAKEFRONT HOME ABSOLUTE AUCTION

1265 Lakefront Road | Quitman, Arkansas 72131



Dear Prospective Buyer:

This 9,927+/- square foot, (5) bedroom/ (5.5) bath luxury lakefront home is on one of the best lots in Diamond Bluff Subdivision on Greers Ferry Lake. The house custom-built in 2009 by Bill Mayfield. This home is lakefront luxury at its finest with over 700-feet and a white line stopping at the beach edge; this is a rare find. House is at the end of a dead-end road and surrounded by 27+/- acres of seclusion for the ultimate getaway. This home offers 4 levels with the master suite and main entertaining area off the first-floor walk-in level. Each of the (5) bedrooms has an en-suite bathroom, and (4) out of the (5) rooms face the lake.

The main level, upon arrival, under the oversized porte-cochere, you will notice the 2-stories of natural stone covered exterior finishes. You will enter through double 8-foot iron doors into an open entertaining living room that opens into 2-stories highlighted by a floor-to-ceiling natural rock-faced fireplace and wall-to-wall windows, providing panoramic lake views. You will find handscraped, engineered hardwood flooring throughout the home, and custom built-ins abound. The eat-in kitchen features abundant shaker cabinets with glass front accents, granite surfaces, stainless KitchenAid appliances with double ovens, icemaker, trash compactor, and a commercial size refrigerator, as well as a wet bar with dual wine coolers. A large prep island with a sitting bar provides ample room to entertain a crowd. The large laundry room, off the kitchen, has plenty of extra storage as well as granite countertops. The master suite has wall-to-wall windows looking over the lake with a spacious sitting area. And the master en-suite has a walk-in shower with dual heads, double vanities, a Jacuzzi tub, and a walk-in closet with built-in shoe shelves, dresser drawers, and granite counters. The upper level, walking up the solid oak staircase, you will notice the wrought iron railing spindles all the way up to this floor. The level of this house is impressive, as it surrounds and overlooks the open living area with tongue and groove ceilings accented by the picture windows looking over the water. This level offers multiple sitting areas perfect for office space or reading space, as well as a bedroom with a full bathroom and a walk-in closet. There is access to a large entertaining deck off the front of this level, and an identical covered deck overlooking the lake outside. The second level offers an open living area with custom built-ins, hardwood floors, a full wet bar with a wine cooler and granite countertops, and a dining area. There are (2) large bedrooms, each with en-suite baths and walk-in closets with granite-topped built-ins. The bottom level of this house offers a large living room and a full bedroom with a sitting area, an en-suite bathroom with a large walkin shower, and there is a 1,000 bottle wine cellar with a safe room door. There is access to the 2-car garage and another home length back porch accented with natural stone. The exterior of this house was built for hosting a crowd with parking for close to (30) vehicles. The synthetic decking on all (4) levels provides room for everyone to space out and enjoy the serenity of Greers Ferry Lake. There is a staircase down to the sandy beach where you can pull your boat right up to your 700+/- feet of private waterfront. Plus, there is a path wide enough for a UTV to drive down to the water so you can haul all the lake toys and family up and down with ease!

Do not miss your chance to own this breathtaking home! This home is ideal for the buyer who wants luxury, seclusion, as well as the possibility of a great rental income potential property. You must see this home to appreciate it; it still looks and feels like new construction. Make an offer now and enjoy labor day from your new luxury lake house! This property is selling regardless of price to the highest bidder on auction day!

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Peter Guerin II**, at (501) 733-6795. We look forward to working with you on auction day at 1265 Lakefront Road in Quitman, Arkansas, at 11:00 a.m. on September 10th.

Peter Guerin II, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Exhibit "A"

TERMS AND CONDITIONS: \$50,000.00 Cashier's Check made Payable in Your Name or Wilson Auctioneers, Inc. Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ Offers Prior to Auction Day are Welcome!

<u>CLOSING COMPANY:</u> American Abstract & Title Company ~ Closing Agent: Andrew Adkins (<u>andrew.adkins@americanabstracttitle.com</u>) ~ 12824 Cantrell Road, Little Rock, Arkansas 72212 ~ (501) 734-2247 ~ Fax/ 734-4561.

GENERAL INFORMATION: 9,927+/- SF, 5BR/ 5.5BA Luxury Lakefront Home on One of The Best Lots in Diamond Bluff Subdivision on Greers Ferry Lake ~ Custom-built in 2009 by Bill Mayfield ~ This Home is Lakefront Luxury at its Finest w/Over 700 Ft. & a White Line Stopping at the Beach Edge; this is a Rare Find ~ This House is at the End of a Dead-end Road & Surrounded by 27+/- Acres of Seclusion for the Ultimate Getaway ~ The Home Offers 4 Levels w/the Master Suite & Main Entertaining Area off the First-floor Walk-in Level ~ Each of the 5 Bedrooms w/an En-Suite Bathroom & 4 out of the 5 Rooms Face the Lake ~ Main Level: Upon Arrival, Under the Oversized Porte-Cochere, You will Notice the 2-Stories of Natural Stone Covered Exterior Finishes ~ You will Enter Through Double 8 Ft. Iron Doors into an Open Entertaining Living Room that Opens into 2-Stories Highlighted by a Floor-to-Ceiling Natural Rock-faced Fireplace & Wall-to-Wall Windows, Providing Panoramic Lake Views ~ You will Find Handscraped, Engineered Hardwood Flooring Throughout the Home & Custom Built-ins Abound ~ Eat-in Kitchen Features Abundant Shaker Cabinets w/Glass Front Accents, Granite Surfaces, Stainless KitchenAid Appliances w/Double Ovens, Icemaker, Trash Compactor & Commercial Size Refrigerator, As Well As a Wet Bar w/Dual Wine Coolers ~ Large Prep Island w/a Sitting Bar Providing Ample Room to Entertain a Crowd ~ Large Laundry Room, off the Kitchen, has Plenty of Extra Storage As Well As Granite Countertops ~ Master Suite has Wall-to-Wall Windows Looking Over the Lake w/a Spacious Sitting Area ~ Master En-Suite has a Walk-in Shower w/Dual Heads, Double Vanities, Jacuzzi Tub & a Walk-in Closet w/Built-in Shoe Shelves, Dresser Drawers & Granite Counters ~ Upper Level: Walking Up the Solid Oak Staircase, You will Notice the Wrought Iron Railing Spindles All the Way Up to this Floor ~ The Upstairs of this Home is Impressive, as it Surrounds & Overlooks the Open Living Area w/Tongue & Groove Ceilings Accented by the Picture Windows Looking Over the Water ~ It Offers Multiple Sitting Areas Perfect for Office Space or Reading Space, As Well As a Bedroom w/a Full Bathroom & Walk-in Closet ~ There is Access to a Large Entertaining Deck off the Front of this Level & an Identical Covered Deck Overlooking the Lake Outside ~ Second Level: This Floor Offers an Open Living Area w/Custom Built-ins, Hardwood Floors, Full Wet Bar w/Wine Cooler & Granite Countertops & a Dining Area ~ 2 Large Bedrooms, Each w/En-Suite Baths & Walk-in Closets w/Granite-topped Built-ins ~ Bottom Level: The Bottom Level of the Home Offers a Large Living Room & a Full Bedroom w/Sitting Area, En-Suite Bath w/Large Walk-in Shower & a 1,000 Bottle Wine Cellar w/a Safe Room Door ~ Access to the 2-Car Garage & Another Home Length Back Porch Accented w/Natural Stone ~ The Exterior of this Home was Built for Hosting a Crowd w/Parking for Close to 30 Vehicles ~ The Synthetic Decking on All 4 Levels Provides Room for Everyone to Space Out & Enjoy the Serenity of Greers Ferry Lake ~ There is a Staircase All the Way Down to the Sandy Beach where You can Pull Your Boat Right Up to Your 700+/- Ft. of Private Waterfront ~ There is a Path Wide Enough for a UTV to Drive Down to the Water so You can Haul All the Lake Toys & Family Up & Down w/Ease! ~ Do Not Miss Your Chance to Own this Beautiful Home! ~ This Home is Ideal for the Buyer who wants Luxury, Seclusion, As Well As The Possibility of a Great Rental Income Potential Property ~ You Must See this Home to Appreciate it; it Still Looks & Feels Like New Construction ~ Make an Offer Now & Enjoy Labor Day from Your New Luxury Lake House! ~ Call Peter Guerin II at 501-733-6795 to make an Appointment Today! ~ Remember, it's Selling Regardless of Price to the Highest Bidder on Auction Day!

REAL ESTATE TAXES FOR YEAR 2019: \$3,723.00

SCHOOL DISTRICT: Greers Ferry, West Side

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.

EXHIBIT "A"

LEGAL #1:

(A COMBINATION OF DOCUMENT #200609591, DOCUMENT # 200608972, DOCUMENT # 200609531, DOCUMENT # 200703066, DOCUMENT # 200609589, AND DOCUMENT # 200701275)

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE 1/4) OF SECTION TEN (10), TOWNSHIP TEN (10) NORTH, RANGE ELEVEN (11) WEST, CLEBURNE COUNTY. ARKANSAS, ALSO BEING A PART OF LOTS FOUR (4), FIVE (5) AND SIX (6), DIAMOND BLUFF ESTATES SUBDIVISION, AS FILED IN THE PLAT RECORDS OF CLEBURNE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE ALONG THE CORPS OF ENGINEERS' FEE-TAKING BOUNDARY THE FOLLOWING BEARINGS AND DISTANCES: S 56°19'04" E 45.52 FEET TO A CORPS OF ENGINEERS' MONUMENT NUMBERED 1102-2-4; THENCE N 89°29'27" E 131.88 FEET TO A CORPS OF ENGINEERS' MONUMENT NUMBERED 1102-2-3B: THENCE N 89°29'27" E 100.47 FEET TO A CORPS OF ENGINEERS' MONUMENT NUMBERED 1102-2-3A; THENCE N 88°48'07" E 99.00 FEET TO A CORPS OF ENGINEERS' MONUMENT NUMBERED 1102-2-3; THENCE S 72°09'20" E 269.65 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 4, S 01°57'20" W 374.59 FEET TO AN IRON PIN; THENCE LEAVING SAID EAST BOUNDARY, N 87°59'31" W 215.82 FEET TO AN IRON PIN ON THE COMMON BOUNDARY BETWEEN SAID LOTS 4 AND 5; THENCE ALONG SAID COMMON BOUNDARY, S 02°10'02" W 462.29 FEET TO AN IRON PIN; THENCE LEAVING SAID COMMON BOUNDARY, N 87°54'35" W 214.72 FEET TO AN IRON PIN ON THE COMMON BOUNDARY BETWEEN SAID LOTS 5 AND 6; THENCE ALONG SAID COMMON BOUNDARY. S 02°09'48" W 172.70 FEET TO A POINT ON AN EXISTING BLUFF LINE; THENCE ALONG SAID BLUFF LINE THE FOLLOWING BEARINGS AND DISTANCES: S 85°58'59" W 1.62 FEET; THENCE S 21°37'37" W 77.50 FEET; THENCE N 52°17'25" W 104.41 FEET; THENCE S 69°26'17" W 71.00 FEET; THENCE S 89°41'33" W 22.29 FEET TO A POINT ON THE WEST BOUNDARY OF SAID LOT 6; THENCE ALONG SAID WEST BOUNDARY, N 02°09'48" E 767.00 FEET TO A POINT; THENCE LEAVING SAID WEST BOUNDARY, S 88°29'37" W 124.70 FEET TO A POINT IN AN EXISTING RAVINE: THENCE ALONG THE CENTERLINE OF SAID RAVINE THE FOLLOWING BEARINGS AND DISTANCES: N 01°02'56" W 51.12 FEET; THENCE N 18°34'31" E 50.78 FEET; THENCE N 23°58'59" E 72.77 FEET; THENCE N 25"45"41" E 29.94 FEET; THENCE N 02"37"59" W 235.91 FEET TO A POINT ON SAID FEE-TAKING BOUNDARY; THENCE ALONG SAID FEE-TAKING BOUNDARY, S 56°19'04" E 109.86 FEET TO THE POINT OF BEGINNING, CONTAINING 12.43 ACRES, MORE OR LESS, SUBJECT TO A PERPETUAL FLOWAGE EASEMENT TO THE U.S. GOVERNMENT ON THAT PART OF THIS PROPERTY WHICH LIES AT OR BELOW THE 491 ELEVATION CONTOUR. THE BILL OF ASSURANCE TO DIAMOND BLUFF ESTATES SUBDIVISION, AND ANY AND ALL EASEMENTS AND RESTRICTIONS OF OR NOT OF RECORD.

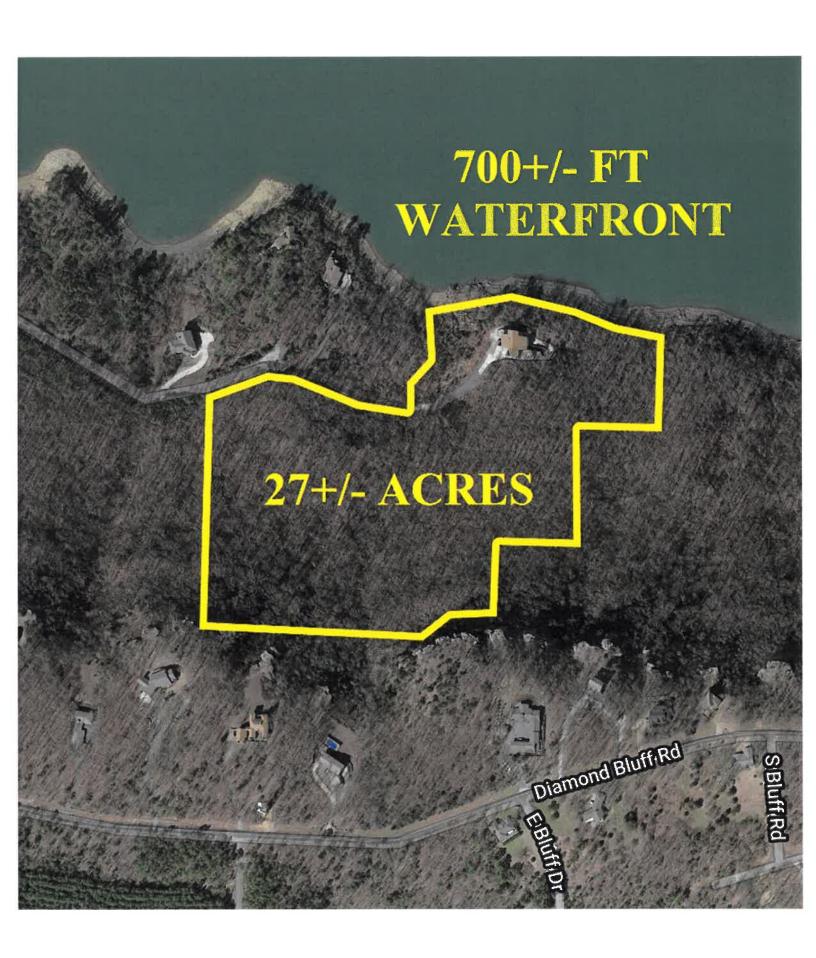
LEGAL #2:

A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 SE 1/4) OF SECTION TEN (10), TOWNSHIP TEN (10) NORTH, RANGE ELEVEN (11) WEST, CLEBURNE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN FOR THE SOUTHWEST CORNER OF LOT 157, DIAMOND BLUFF ESTATES SUBDIVISION, PLAT 9, AS RECORDED IN THE PLAT RECORDS OF CLEBURNE COUNTY; THENCE ALONG THE SOUTH RIGHT-OF-WAY OF THE PLATTED LAKEFRONT ROAD THE FOLLOWING BEARINGS AND DISTANCES: N 81°39'47" E 14.05 FEET TO AN IRON PIN; THENCE N 63°30'41" E 40.30 FEET TO AN IRON PIN; THENCE N 67°19'01" E 75.85 FEET TO AN IRON PIN; THENCE N 70°07'56" E 41.92 FEET TO AN IRON PIN FOR THE SOUTHWEST CORNER OF LOT 158 OF SAID SUBDIVISION; THENCE N 70°07'56" E 23.67 FEET TO AN IRON PIN; THENCE N 77°59'59" E 54.90 FEET TO AN IRON PIN; THENCE N 86°27'09" E 46.69 FEET TO A MAGNETIC NAIL FOR THE SOUTHEAST CORNER OF SAID LOT 158; THENCE LEAVING SAID RIGHT-OF-WAY, S 14°06'23" W 28.73 FEET TO AN IRON PIN FOR THE SOUTHWEST CORNER OF A TRACT AS DESCRIBED IN DOCUMENT #200700804, AS RECORDED IN THE DEED RECORDS OF CLEBURNE COUNTY; THENCE S 77°30'46" E 87.90 FEET TO AN IRON

PIN FOR THE SOUTHEAST CORNER OF SAID TRACT; THENCE S 60°36'00" E 80.43 FEET TO AN IRON PIN; THENCE S 65°07'24" E 69.70 FEET TO AN IRON PIN; THENCE S 71°57'12" E 9.11 FEET TO AN IRON PIN FOR THE SOUTHWEST CORNER OF A TRACT AS DESCRIBED IN DOCUMENT #200703160. AS RECORDED IN THE DEED RECORDS OF CLEBURNE COUNTY; THENCE ALONG THE SOUTH BOUNDARY OF SAID TRACT, S 71°57'12" E 100.77 FEET TO AN IRON PIN: THENCE CONTINUING, N 89°35'28" E 56.82 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH BOUNDARY, N 01°02'56" W 25.00 FEET TO A MAGNETIC NAIL FOR THE SOUTHWEST CORNER OF A TRACT AS DESCRIBED IN DOCUMENT #200609589, AS RECORDED IN THE DEED RECORDS OF CLEBURNE COUNTY; THENCE N 88°29'37" E 124.70 FEET TO AN IRON PIN FOR THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE WEST BOUNDARY OF A TRACT AS DESCRIBED IN DOCUMENT #200900694, AS RECORDED IN THE DEED RECORDS OF CLEBURNE COUNTY, S 02°09'48" W 767.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT: THENCE ALONG THE NORTH BOUNDARIES OF LOTS 6-10, DIAMOND BLUFF ESTATES SUBDIVISION, AS RECORDED IN THE PLAT RECORDS OF CLEBURNE COUNTY, N 89°07'12" W 260.30 FEET TO AN IRON PIN FOR THE NORTHEAST CORNER OF LOT 7 OF SAID SUBDIVISION: THENCE CONTINUING, N 84°19'17" W 520.94 FEET; THENCE LEAVING SAID NORTH BOUNDARIES. N 02°09'12" E 746.61 FEET TO THE Point of Beginning, CONTAINING 14.13 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

QS/D

INITIALS



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. 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.

9,927+/- SF, 5BR/ 5.5BA Luxury Lakefront Home on Greers Ferry Lake, in Diamond Bluff Subdivision ~ 27+/- Acres of Gated Privacy on 700+/- Ft. of Shoreline w/a Low White Line! ~ Live, Online Bidding Avail. ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

DIAMOND BLUFF LUXURY LAKEFRONT HOME ABSOLUTE AUCTION

THURSDAY ~ SEPTEMBER 10, 2020 ~ 11:00 A.M. 1265 LAKEFRONT RD. ~ QUITMAN, AR 72131

<u>DIRECTIONS:</u> From the Junction of HWY 16 (Edgemont Rd.) & Diamond Bluff Rd. in Quitman, Travel East on Diamond Bluff Rd. Approx. 2.5Mi. to Lakefront Rd. ~ Turn Left onto Lakefront Rd. & Travel to End of the Road ~ Road Dead Ends at the Entrance Gate to Property ~ Watch For Auction Signs.

REAL ESTATE DESCRIPTION: 9,927+/- SF, 5BR/ 5.5BA Luxury Lakefront Home on One of The Best Lots in Diamond Bluff Subdivision on Greers Ferry Lake ~ Custom-built in 2009 by Bill Mayfield ~ This Home is Lakefront Luxury at its Finest w/Over 700 Ft. & a White Line Stopping at the Beach Edge; this is a Rare Find ~ This House is at the End of a Dead-end Road & Surrounded by 27+/- Acres of Seclusion for the Ultimate Getaway ~ The Home Offers 4 Levels w/the Master Suite & Main Entertaining Area off the First-floor Walk-in Level ~ Each of the 5 Bedrooms w/an En-Suite Bathroom & 4 out of the 5 Rooms Face the Lake ~ Main Level: Upon Arrival, Under the Oversized Porte-Cochere, You will Notice the 2-Stories of Natural Stone Covered Exterior Finishes ~ You will Enter Through Double 8 Ft. Iron Doors into an Open Entertaining Living Room that Opens into 2-Stories Highlighted by a Floor-to-Ceiling Natural Rock-faced Fireplace & Wall-to-Wall Windows, Providing Panoramic Lake Views ~ You will Find Handscraped, Engineered Hardwood Flooring Throughout the Home & Custom Built-ins Abound ~ Eat-in Kitchen Features Abundant Shaker Cabinets w/Glass Front Accents, Granite Surfaces, Stainless KitchenAid Appliances w/Double Ovens, Icemaker, Trash Compactor & Commercial Size Refrigerator, As Well As a Wet Bar w/Dual Wine Coolers ~ Large Prep Island w/a Sitting Bar Providing Ample Room to Entertain a Crowd ~ Large Laundry Room, off the Kitchen, has Plenty of Extra Storage As Well As Granite Countertops ~ Master Suite has Wall-to-Wall Windows Looking Over the Lake w/a Spacious Sitting Area ~ Master En-Suite has a Walk-in Shower w/Dual Heads, Double Vanities, Jacuzzi Tub & a Walk-in Closet w/Built-in Shoe Shelves, Dresser Drawers & Granite Counters ~ Upper Level: Walking Up the Solid Oak Staircase, You will Notice the Wrought Iron Railing Spindles All the Way Up to this Floor ~ The Upstairs of this Home is Impressive, as it Surrounds & Overlooks the Open Living Area w/Tongue & Groove Ceilings Accented by the Picture Windows Looking Over the Water ~ It Offers Multiple Sitting Areas Perfect for Office Space or Reading Space, As Well As a Bedroom w/a Full Bathroom & Walk-in Closet ~ There is Access to a Large Entertaining Deck off the Front of this Level & an Identical Covered Deck Overlooking the Lake Outside ~ Second Level: This Floor Offers an Open Living Area w/Custom Built-ins, Hardwood Floors, Full Wet Bar w/Wine Cooler & Granite Countertops & a Dining Area ~ 2 Large Bedrooms, Each w/En-Suite Baths & Walk-in Closets w/Granite-topped Built-ins ~ Bottom Level: The Bottom Level of the Home Offers a Large Living Room & a Full Bedroom w/Sitting Area, En-Suite Bath w/Large Walk-in Shower & a 1,000 Bottle Wine Cellar w/a Safe Room Door ~ Access to the 2-Car Garage & Another Home Length Back Porch Accented w/Natural Stone ~ The Exterior of this Home was Built for Hosting a Crowd w/Parking for Close to 30 Vehicles ~ The Synthetic Decking on All 4 Levels Provides Room for Everyone to Space Out & Enjoy the Serenity of Greers Ferry Lake ~ There is a Staircase All the Way Down to the Sandy Beach where You can Pull Your Boat Right Up to Your 700+/- Ft. of Private Waterfront ~ There is a Path Wide Enough for a UTV to Drive Down to the Water so You can Haul All the Lake Toys & Family Up & Down w/Ease! ~ Do Not Miss Your Chance to Own this Beautiful Home! ~ This Home is Ideal for the Buyer who wants Luxury, Seclusion, As Well As The Possibility of a Great Rental Income Potential Property ~ You Must See this Home to Appreciate it; it Still Looks & Feels Like New Construction ~ Make an Offer Now & Enjoy Labor Day from Your New Luxury Lake House! ~ Call Peter Guerin II at 501-733-6795 to make an Appointment Today! ~ Remember, it's Selling Regardless of Price to the Highest Bidder on Auction Day! ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

<u>TERMS ON REAL ESTATE:</u> \$50,000.00 Cashier's Check *made Payable in Your Name or Wilson Auctioneers, Inc.* Down Day of Auction, as Earnest Money ~ Balance Due at Closing ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ <u>Offers Prior to Auction Day are Welcome!</u>

<u>INSPECTION:</u> View this Home by <u>Appointment Only</u> ~ Contact Agent, <u>Peter Guerin II at 501-733-6795/peter@wilsonauctioneers.com</u> to View the Home or Any Questions ~ <u>Doors Open & Auctioneers will be On-site at 9:30 a.m. Day of Auction.</u>

Announcements made day of sale take precedence over printed material.

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