

# ONLINE ONLY ABSOLUTE MISSISSIPPI COUNTY COMMERCIAL REAL ESTATE AUCTION



## PROPERTY LOCATION:

**437 Country Club Road | Osceola, Arkansas 72370**

**Bidding Starts: January 5, 2021 at 11:00 a.m.**

**Bidding Ends: January 28, 2021 at 11:00 a.m.**

**[WilsonAuctioneers.com](http://WilsonAuctioneers.com)**

December 21, 2021

Dear Prospective Buyer:

**This** recently vacated, brick 12,456+/- square foot office building is on 1.38+/- acres and Zoned C-2 (General Commercial). There is paved parking for (50) cars, plus room for many more. The building is on a concrete slab, has a rigid metal frame, exterior walls are brick veneer and metal, has a fiberglass shingle roof, and was built in 1995. The building consists of a large lobby, plus (39) individual offices, a supply room, a large clerical area, (2) conference rooms, a kitchen, (4) 4-fixture bathrooms, and is centrally heated and cooled. This building has been well-maintained and formerly leased by the Department of Human Services. This property is in an ideal location 0.5 miles from Walmart Supercenter, Osceola High School, and the Osceola Municipal Airport. This property is **selling ONLINE ONLY through the Wilson Auctioneers Bidding App**. Any offers made before the auction ends are welcome! **This commercial building is selling regardless of price to the highest bidder!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Ken Bethge, at (870) 550-5274**. Remember, this property is selling by Online Bidding only. ***Bidding Starts on Tuesday, January 5th at 11:00 a.m. and Bidding Ends on Thursday, January 28th at 11:00 a.m.***



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

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** Real Estate Offered **ONLINE ONLY** ~ \$35,000.00  
Cashier's Check *made Payable to Wilson Auctioneers, Inc.*, as Earnest Money  
~ Earnest Money Must be Delivered by Mail or Electronic Transfer to Wilson  
Auctioneers, Inc. Escrow Account Prior to Start of Bidding ~ Balance Due at  
Closing ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within  
30 Days ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10%  
Buyer's Premium ~ **Bidding Starts: Tuesday, January 5th at 11:00 a.m.** ~  
**Bidding Ends: Thursday, January 28th at 11:00 a.m.** ~ **REMEMBER, OFFERS  
MADE PRIOR TO THE CLOSE OF THE AUCTION ARE WELCOME!**

**CLOSING COMPANY:** Terry Abstract Company, Inc. ~ Closing Agent: April  
Allard ~ 107 North Walnut, Osceola, Arkansas 72370 ~ (870) 563-4077 ~ Fax/  
563-4593.

**GENERAL INFORMATION:** This Recently Vacated, Brick 12,456+/- SF Office  
Building is on 1.38+/- Acres & Zoned C-2 (General Commercial) ~ Paved Parking  
for (50) Cars, Plus Room for Many More ~ The Building is on a Concrete Slab, has  
a Rigid Metal Frame, Exterior Walls are Brick Veneer & Metal, has a Fiberglass  
Shingle Roof & was Built in 1995 ~ Building Consists of a Large Lobby, Plus (39)  
Individual Offices, a Supply Room, a Large Clerical Area, (2) Conference Rooms,  
a Kitchen, (4) 4-Fixture Bathrooms & is Centrally Heated & Cooled ~ Building has  
been Well-maintained & Formerly Leased by the Department of Human  
Services ~ This is an Ideal Location 0.5 Miles from Walmart Supercenter, Osceola  
High School & the Osceola Municipal Airport ~ **Selling ONLINE ONLY Through  
the Wilson Auctioneers Bidding App ~ Offers Prior to Auction Ending are  
Welcome! ~ REMEMBER, IT'S SELLING REGARDLESS OF PRICE TO THE  
HIGHEST BIDDER!**

**REAL ESTATE TAXES FOR YEAR 2020:** \$7,407.24 (General & Special Taxes)

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:**

A part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 34, Township 13 North, Range 10 East, Mississippi County, Arkansas, being more particularly described as follows: Begin at the Southwest corner of Section 34, Township 13 North, Range 10 East, thence N 0 degrees 50 minutes 06 seconds East on the Section line 688.43 feet; thence South 89 degrees 51 minutes 52 seconds East 36.59 feet to the East right of way line of Arkansas Highway Number 119, and point being the Northwest corner, as monumented, of the Church parcel previously conveyed; thence North 0 degrees 56 minutes 34 seconds East along said right of way line 200.0 feet to the point of beginning proper; thence North 0 degrees 56 minutes 34 seconds East along said right of way line 200.0 feet; thence South 89 degrees 51 minutes 52 seconds East parallel to the North boundary of the Church parcel previously conveyed a distance of 300.0 feet; thence South 0 degrees 56 minutes 34 seconds West 200.0 feet; thence North 089 degrees 51 minutes 52 seconds West 300.0 feet to the point of beginning.

22-141 50 SWEET  
22-142 100 SWEET  
22-143 200 SWEET  
S. I. S. I. I. I.

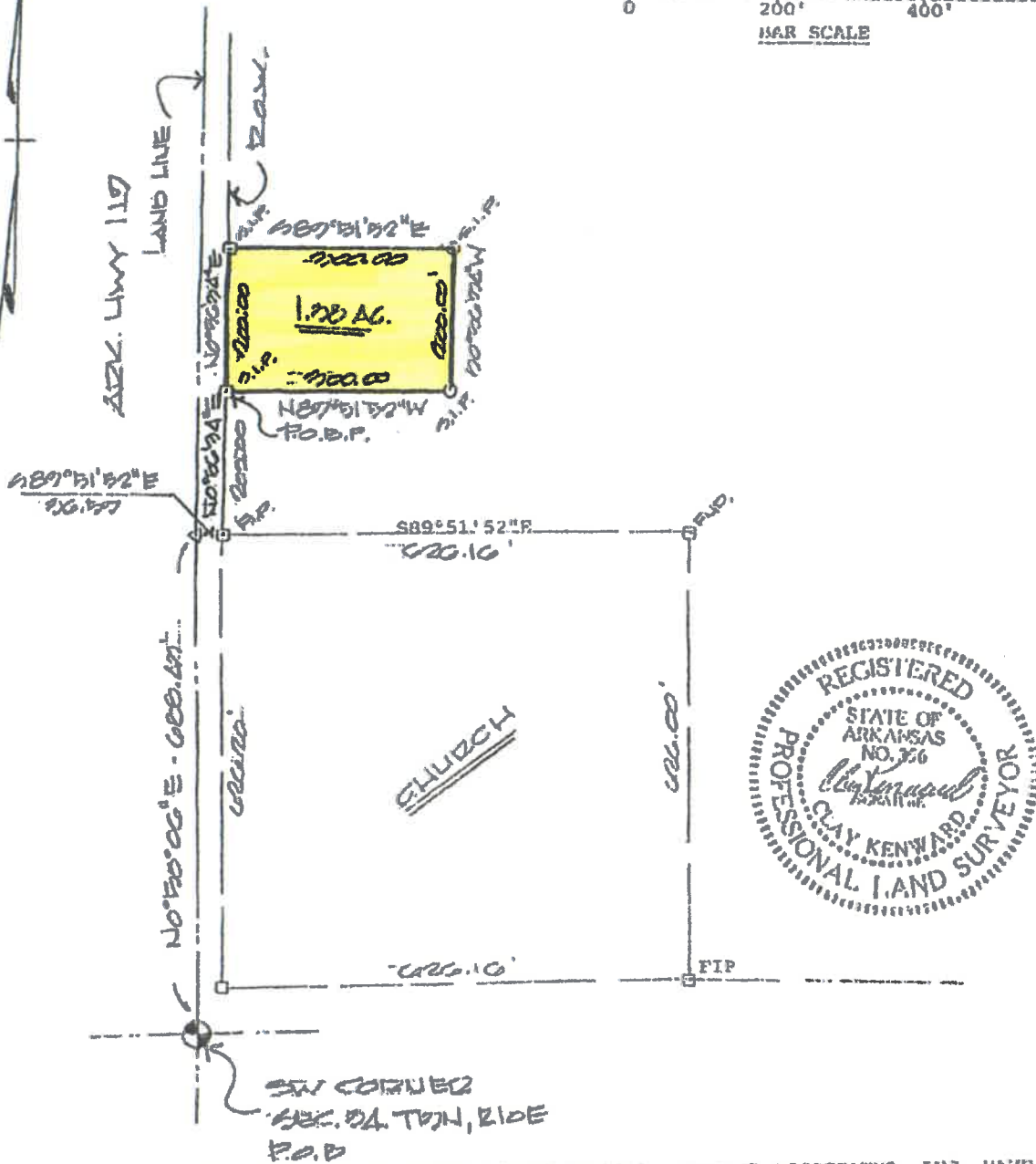


437 COUNTRY CLUB ROAD  
OSCEOLA, ARKANSAS

SKETCH ONLY - NOT TO SCALE



0 200' 400' 600'  
BAR SCALE



**CERTIFICATE OF SURVEY:** THIS IS TO CERTIFY THAT HANWOOD, KENWARD ASSOCIATES, INC. HAVE SURVEYED IN ACCORDANCE WITH "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS", THE FOLLOWING DESCRIBED PARCEL/PARCELS OF LAND:

A PART OF THE SW 1/4 OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 10 EAST, MISSISSIPPI COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 13 NORTH, RANGE 10 EAST; THENCE N0°50'06"E ON THE SECTION LINE 688.43'; THENCE S89°51'52"E 36.59' TO THE EAST R/W LINE OF ARKANSAS HIGHWAY NO. 119, 119 POINT BEING THE NORTHWEST CORNER, AS MONUMENTED, OF THE CHURCH PARCEL PREVIOUSLY CONVEYED; THENCE N0°56'34"E ALONG SAID R/W LINE 200.00' TO THE POINT OF BEGINNING PROPER; THENCE N0°56'34"E ALONG SAID R/W LINE 200.00'; THENCE S89°51'52"E PARALLEL TO THE NORTH BOUNDARY OF CHURCH PARCEL PREVIOUSLY CONVEYED A DISTANCE OF 300.00'; THENCE S0°56'34"W 300.00'; THENCE N89°51'52"W 300.00' TO THE POINT OF BEGINNING PROPER, CONTAINING 1.38 ACRES, MORE OR LESS, SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD..... MONUMENTS WERE FOUND OR SET AS NOTED ON THE PLAT OF SURVEY HEREON..... THE ABOVE DESCRIBED PARCEL IS NOT LOCATED WITHIN THE FLOOD HAZARD ZONE.....

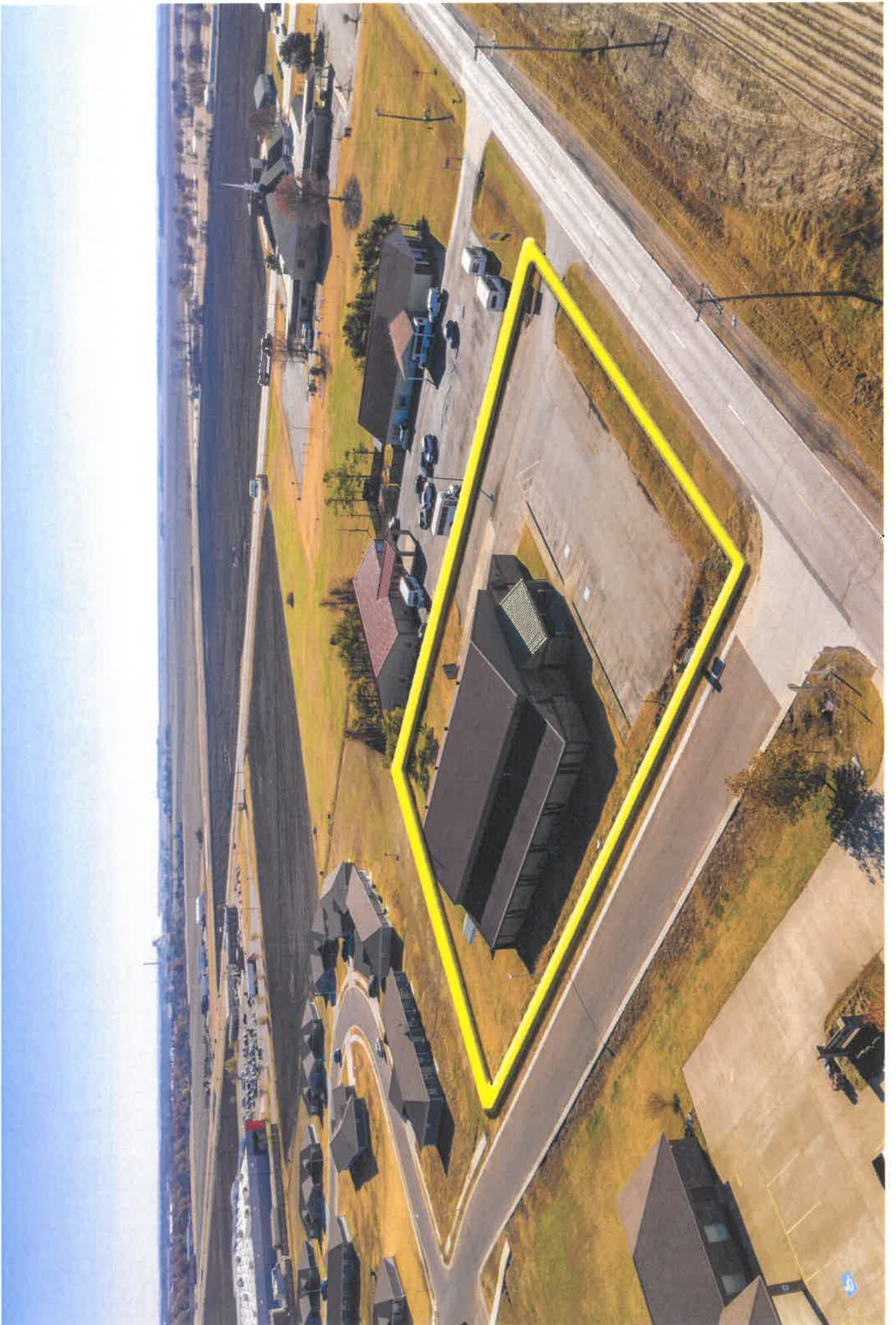
**HANWOOD, KENWARD & ASSOCIATES, INC.**

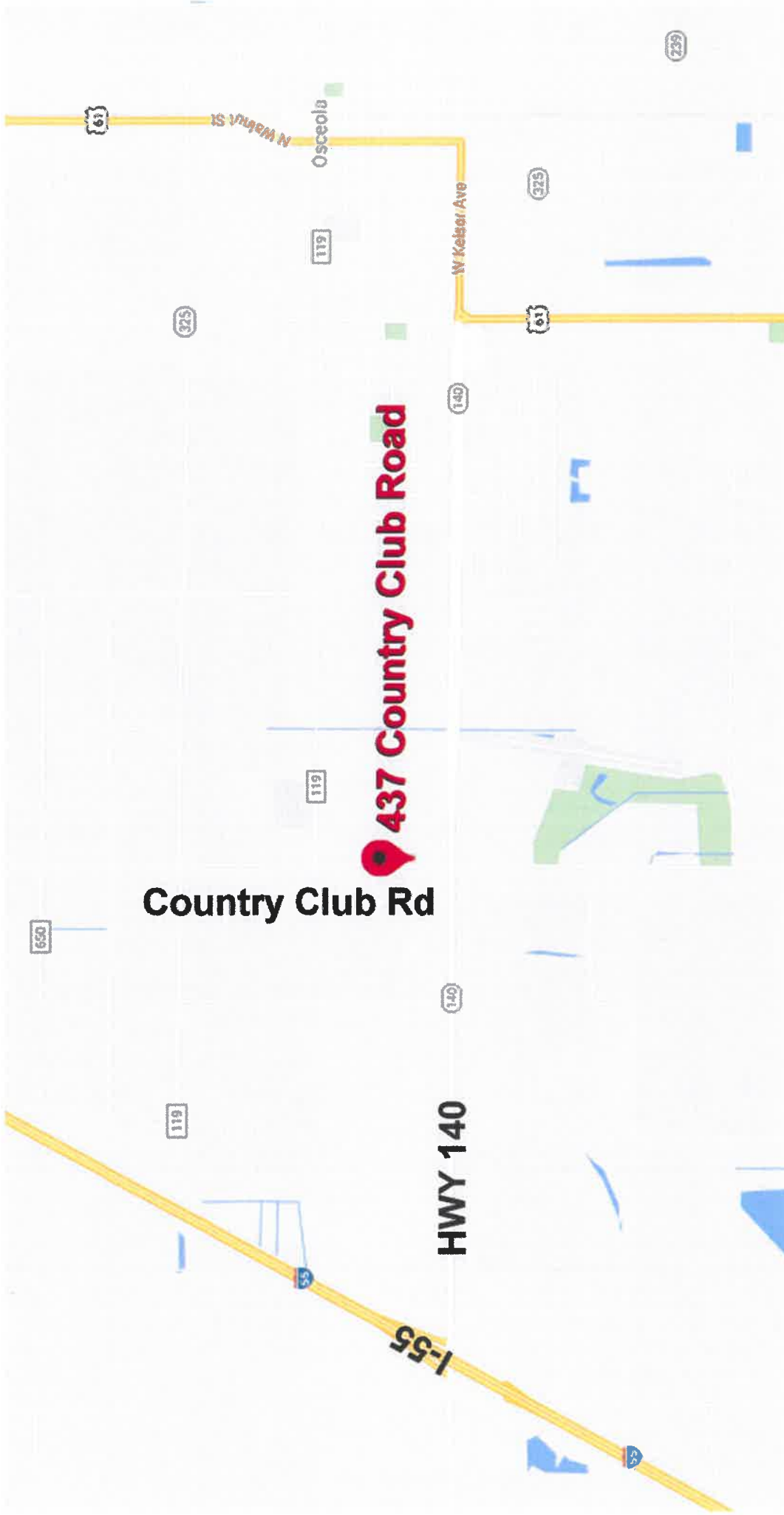
CIVIL ENGINEERS - SURVEYORS  
603 SOUTHWEST DRIVE  
JONESBORO, ARKANSAS 72401

*Clay Kenward*

PLAT OF SURVEY

WELDON/WETTENCAMP LANDS OSCEOLA, ARKANSAS	SCALE 1"=200'	DRAWN BY JR
PART OF THE SW SW OF SECTION 34-13-10 OSCEOLA, MISSISSIPPI COUNTY, ARKANSAS		
DATE 1/21/93	APPROVED BY	DRAWING NUMBER





437 Country Club Road

Country Club Rd

HWY 140

I-55



# 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](http://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. Earnest Money, to be *Placed in Wilson Auctioneers, Inc. Escrow Account Prior to Online Bidding*; Contact Our Office for Earnest Money Deposit Instructions. 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.

**ATTENTION: COMMERCIAL REAL ESTATE INVESTORS, CHURCHES, SCHOOLS & PHYSICIANS!**

Recently Vacated, Brick 12,456+/- SF Office Building on 1.38+/- Acres ~ Large Paved Parking Lot with (50) Parking Spaces ~ Building Built in 1995 & has been Well-maintained & Formerly Leased by the Department of Human Services ~ Ideal Location 0.5 Mi. from Walmart Supercenter, Osceola High School & the Osceola Municipal Airport ~ Selling ONLINE ONLY Through the Wilson Auctioneers Bidding App ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

**ONLINE ONLY ABSOLUTE MISSISSIPPI  
COUNTY COMMERCIAL REAL ESTATE AUCTION**

**BIDDING STARTS: TUE. ~ JANUARY 5, 2021 ~ 11:00 A.M.**

**BIDDING ENDS: THUR. ~ JANUARY 28, 2021 ~ 11:00 A.M.**

**PROPERTY LOCATION: 437 COUNTRY CLUB RD. ~ OSCEOLA, AR 72370**

**DIRECTIONS:** From the Intersection of I-55 & State HWY 140 (W Keiser Ave.), Travel East on State HWY 140 for 1.7 Mi. to Country Club Rd. ~ Turn Left onto County Club Rd. & Travel 0.2 Mi. ~ Property is on the Right, Watch for Signs.

**REAL ESTATE DESCRIPTION:** This Recently Vacated, Brick 12,456+/- SF Office Building is on 1.38+/- Acres & Zoned C-2 (General Commercial) ~ Paved Parking for (50) Cars, Plus Room for Many More ~ The Building is on a Concrete Slab, has a Rigid Metal Frame, Exterior Walls are Brick Veneer & Metal, has a Fiberglass Shingle Roof & was Built in 1995 ~ Building Consists of a Large Lobby, Plus (39) Individual Offices, a Supply Room, a Large Clerical Area, (2) Conference Rooms, a Kitchen, (4) 4-Fixture Bathrooms & is Centrally Heated & Cooled ~ Building has been Well-maintained & Formerly Leased by the Department of Human Services ~ This is an Ideal Location 0.5 Miles from Walmart Supercenter, Osceola High School & the Osceola Municipal Airport ~ Selling ONLINE ONLY Through the Wilson Auctioneers Bidding App ~ **Offers Prior to Auction Ending are Welcome!** ~ **REMEMBER, IT'S SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ For Additional Information, Photos, Aerials & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

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**INSPECTION:** Drive by Anytime to Inspect this Property ~ Contact Broker, **Ken Bethge at 870-550-5274/**[ken@wilsonauctioneers.com](mailto:ken@wilsonauctioneers.com) for More Information.

**WILSON REAL ESTATE AUCTIONEERS, INC.**

**Leading Real Estate Auctioneers "Since 1961"**

**501-624-1825 \* PB00000481, Joe Wilson**

**WEBSITE: [WilsonAuctioneers.com](http://WilsonAuctioneers.com) - AAL #4**