

# **ABSOLUTE GREERS FERRY RENTAL CABIN AUCTION**



**On-site & Online Auction**

**Wednesday, February 24, 2021 | 11:15 A.M.**

**AUCTION LOCATION: 8546 Edgemont Road | Greers Ferry, AR 72067**

**PROPERTY ADDRESS: 19 Elm Street East | Greers Ferry, AR 72067**

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

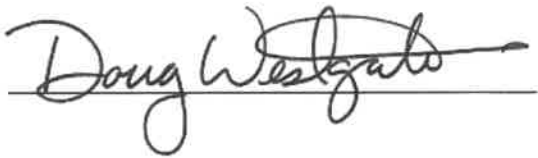
January 25, 2021

Dear Prospective Buyer:

This fully furnished, 1 bedroom/ 1.5 bathroom, 961+/- square foot vacation rental cabin sits on 0.52+/- acres and is conveniently located (½) mile from the Frontier Canyon Public Access Boat Launch Ramp. And it is approximately (8) miles from all the conveniences of Greers Ferry, Arkansas. The cabin features a beautiful, stained wood exterior with a metal roof and a front covered porch. This cabin's interior consists of a living room with a couch bed, large bedroom, sleeping loft, kitchen, laundry room, full bathroom, and a half bathroom. There are window units for heat and air. This incredible income-producing property is ***selling regardless of price to the highest bidder*** from The Klassic Inn in Greers Ferry, Arkansas, on Auction Day!

Do not miss this tremendous business and investment opportunity to own an excellent turnkey income-producing vacation rental in a great tourist area.

If you have further questions after reviewing this information packet, please do not hesitate to call me, **Doug Westgate, at (501) 815-4004**. We look forward to working with you on auction day at the **Auction Location (The Klassic Inn) at 8546 Edgemont Road in Greers Ferry, Arkansas, at 11:15 a.m. on February 24th**.

A handwritten signature in black ink that reads "Doug Westgate". The signature is written in a cursive style and is positioned above a horizontal line.

Doug Westgate, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$5,000.00 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 ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

**CLOSING COMPANY:** General Land & Title Service ~ Closing Agent: Tena Ramer ~ 107 South 3rd Street, Heber Springs, Arkansas 72543 ~ (501) 362-7566 ~ Fax/ 362-8299.

**GENERAL INFORMATION:** This Fully Furnished 1 Bedroom/ 1.5 Bath, 961+/- SF Vacation Rental Cabin sits on 0.52+/- Acres & is Conveniently Located 1/2 Mile from the Frontier Canyon Public Access Boat Launch Ramp & Approx. 8 Miles from all the Conveniences of Greers Ferry ~ Cabin Features a Beautiful, Stained Wood Exterior w/a Metal Roof & Front Covered Porch ~ Interior Consists of a Living Room w/Couch Bed, Large Bedroom, Sleeping Loft, Kitchen, Laundry Room, Full Bathroom, Half Bathroom ~ Window Units for Heat & Air ~ **Remember, this Incredible Income-Producing Property is Selling Regardless of Price to the Highest Bidder from 'The Klassic Inn' in Greers Ferry on Auction Day!**

**REAL ESTATE TAXES FOR YEAR 2020:** \$449.66

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:**

Lot One Hundred Seventy-nine (179), Frontier Canyon Subdivision, Cleburne County, Arkansas, and being shown on plat filed for record November 29, 1960 and recorded December 9, 1960 in the records of Cleburne County, Arkansas.

Subject to the reservations, limitations, and restrictions set forth in the Plat and Bill of Assurance, and any amendments thereto, as recorded in the records of Cleburne County, Arkansas.



JOB #18-066  
 SCALE 1"=25'  
 DATE 08/19/16  
 F.B. 04 Pg. 40

Survey ordered by:  
 Dutch Dorman of  
 Dorman Realty.

LOT 179 of Frontier Canyon  
 Subdivision in Osage County, Ark.



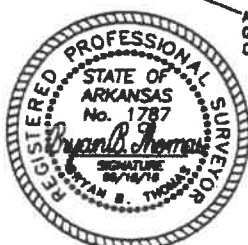
THOMAS LAND  
 SURVEYING LLC

P.O. Box 280 Heber Springs,  
 Ark. 72643 (501) 208-7976  
 thomaslandsurveyingllc@earthlink.net

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THE HEREON PLATTED  
 AND DESCRIBED PROPERTY WAS COMPLETED BY  
 ME ON THIS 16TH DAY OF JUNE, 2016 AND  
 THE CORNERS WERE SET OR FOUND AS SHOWN.  
 THE FOLLOWING CONDITIONS ARE A PART OF THIS  
 CERTIFICATION.

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN  
 ON THIS PLAT, THIS SURVEY DOES NOT PURPORT  
 TO REFLECT ANY OF THE FOLLOWING WHICH  
 MAY BE APPLICABLE TO THE SUBJECT REAL  
 ESTATE: EASEMENTS; BUILDING SETBACK LINES;  
 RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS;  
 ZONING OR OTHER LAND USE REGULATIONS  
 ANY OTHER FACTS WHICH AN ACCURATE  
 AND CURRENT TITLE SEARCH MAY DISCLOSE.
2. NO STATEMENT IS MADE CONCERNING  
 ENVIRONMENTAL AND SUBSURFACE CONDITIONS,  
 OR THE EXISTENCE OF UNDERGROUND OR  
 OVERHEAD CONTAINERS OR FACILITIES WHICH  
 MAY AFFECT THE USE OR DEVELOPMENT OF  
 THIS TRACT.
3. NO ATTEMPT HAS BEEN MADE TO OBTAIN OR  
 SHOW DATA CONCERNING THE EXISTENCE, SIZE  
 DEPTH, CONDITION, CAPACITY OR LOCATION OF  
 ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE  
 FACILITY. FOR INFORMATION REGARDING THESE  
 UTILITIES OR FACILITIES, CONTACT THE  
 APPROPRIATE AGENCIES.
4. NO STATEMENTS CONCERNING FLOOD PLAIN  
 LOCATION OR DETERMINATION ARE INCLUDED  
 WITH THIS SURVEY.

Bearings refer to the  
 Pine View Acres Plat  
 based upon the north line  
 of Lot 12 and County  
 Survey Blk. M-102  
 (N 86°32'28" W)



APPROX 112 SQ. FT.± OF  
 GRAVEL DRIVE ENCROACHES  
 ONTO LOT 178.

OVERHEAD  
 ELECTRIC

N 03°55'23" E 226.67' (270')

179

0.52 Acres ± Measured

S 04°03'10" W 227.65' (270')

180

**SURVEY NOTES**

1. XXX.XX' denotes measured distances  
 and (XXX.XX') denotes record distances.
2. XX°XX'XX" denotes measured bearings  
 and (XX°XX'XX") denotes record bearings.
3. See County Survey Blk. M-102 for  
 survey by P.S. #1090 for Lots 181-183.

**LEGEND**

- DESCRIPTION BOUNDARY
- - - - - TIE LINES
- x - - - FENCE
- Δ CALCULATED POINT
- FOUND IRON PIN (SIZE NOTED.)  
 (CAP # NOTED IF ATTACHED)
- FOUND IRON PIPE
- FOUND AXLE
- SET 5/8" x 18" REBAR  
 WITH CAP #1787.

N 86°32'28" W 99.28' (100')

N 86°15'48" W 125.23'

12

13

PINE VIEW ACRES





Canyon Rd

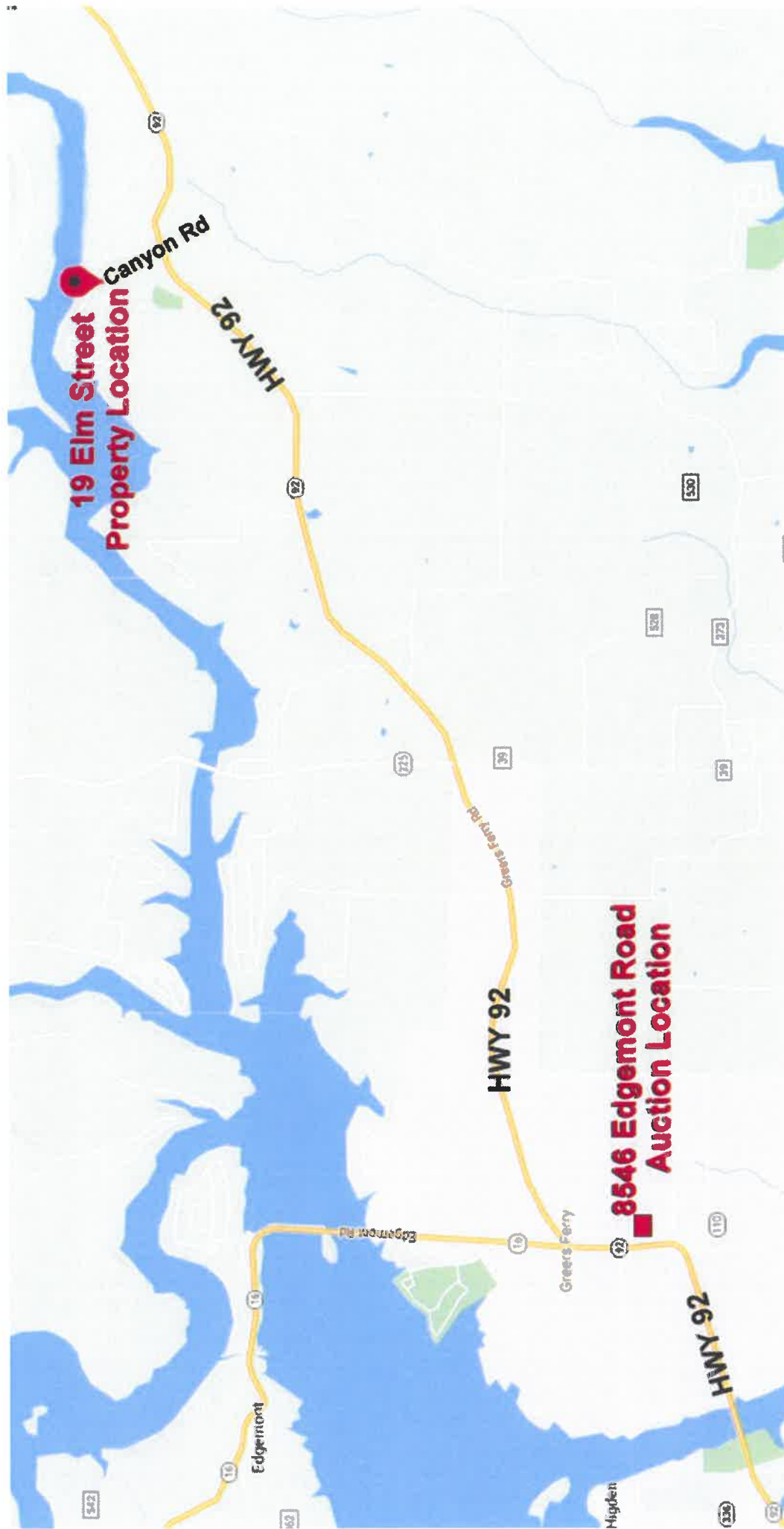
Elm St E

19 Elm Street

Elm St E

0.52+/- AC





# 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. 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: FISHERMEN, VACATION RENTAL OWNERS & LANDLORDS!**

961+/- SF, 1 Bedroom/ 1.5 Bathroom Cabin 1/2 Mile from the Frontier Canyon Public Access Ramp on Greers Ferry Lake ~ Selling from 'The Klassic Inn' w/Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

# **ABSOLUTE GREERS FERRY RENTAL CABIN AUCTION**

**WEDNESDAY ~ FEBRUARY 24, 2021 ~ 11:15 A.M.**

**AUCTION LOCATION: 8546 EDMONT RD. ~ GREERS FERRY, AR 72067**

**PROPERTY ADDRESS: 19 ELM STREET E. ~ GREERS FERRY, AR 72067**

**DIRECTIONS:** *From the Greers Ferry Lake Bridge Southwest of Greers Ferry, Arkansas, Travel Approx. 8 Mi. East on HWY 92, Turn Left on Canyon Rd., then Turn Left on Elm St. ~ Watch for Cabin & Auction Signs on the Left.*

**REAL ESTATE DESCRIPTION:** This Fully Furnished 1 Bedroom/ 1.5 Bath, 961+/- SF Vacation Rental Cabin sits on 0.52+/- Acres & is Conveniently Located 1/2 Mile from the Frontier Canyon Public Access Boat Launch Ramp & Approx. 8 Miles from all the Conveniences of Greers Ferry ~ Cabin Features a Beautiful, Stained Wood Exterior w/a Metal Roof & Front Covered Porch ~ Interior Consists of a Living Room w/Couch Bed, Large Bedroom, Sleeping Loft, Kitchen, Laundry Room, Full Bathroom, Half Bathroom ~ Window Units for Heat & Air ~ **Remember, this Incredible Income-Producing Property is Selling Regardless of Price to the Highest Bidder from 'The Klassic Inn' in Greers Ferry on Auction Day!** ~ For Additional Information, Survey, Photos & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

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**INSPECTION:** Inspect this Property **Anytime** by Contacting Agent, ***Doug Westgate at 501-815/4004*** [doug@wilsonauctioneers.com](mailto:doug@wilsonauctioneers.com) or for Additional Information ~ Auctioneers will be On-site at Auction Location 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](http://WilsonAuctioneers.com) - AAL #4***