

MOUNTAIN VIEW HOME & LAND AUCTION

Tuesday | October 5, 2021 | 1:00 P.M.

1130 Racket Ridge Road

Mountain View, Arkansas 72560



28.5± ACRES

1,500± SF | 2 Bedrooms | 2 Bathrooms | Remodeled & Fully Furnished "Dome" Style Home on 28.5± AC

10 Miles from Mtn. View Square | This Unique Home sits SW of Mtn. View, Arkansas, off HWY 9 in the Peace & Quiet of The Ozark Mountains



WilsonAuctioneers.com

September 7, 2021

Dear Prospective Buyer:

A remodeled and fully furnished, 1,500+/- square foot, 2 bedroom/ 2 bathroom Geodesic Style home on a secluded 28.5+/- acres, is only 10 miles from The Mountain View Square! This unique home sits southwest of Mountain View, Arkansas, off Highway 9 in the peacefulness of The Ozark Mountains. The newly remodeled Geodesic or "Dome" Style house was recently remodeled and offers new sheetrock throughout, luxury vinyl tile floors, quartz countertops in the kitchen, freshly painted cabinets with new hardware, custom backsplash, and new stainless appliances.

The completely remodeled main level bathroom has new tile floors, a tiled combo bath/shower, new quartz countertops on the vanity, and new fixtures. Downstairs, the master bedroom has fresh paint, and there is a wooden feature wall and an updated wood stove. A large sectional in the living room has (2) pullout beds. Plus, there is a new split unit HVAC. The upstairs features an open loft large enough for (2) queen beds and a bunk bed, and it also has a full bathroom. The furniture included currently can sleep (13) individuals.

The exterior of this house offers a 14x25 foot garage/shop and a large entertaining deck! There is a walk-in basement with a laundry and storage area accessed from the exterior of the home. This mostly wooded 28.5+/- acres falls approximately 200+/- feet from the front to the rear of the property and offers 90% hardwood mix with 10% volunteer pine in the southwest corner. There is electricity, Richwood Rural Water Service, and satellite to the home, but it could easily convert to an off-grid property!

This property borders a large Cherokee WMA permit hunting area out the front door to provide hundreds of acres of hunting access for a \$40 yearly permit cost. This unique home could serve multiple uses such as a hunting cabin, an off-grid getaway, vacation rental, and much more! Don't miss your opportunity to own this great property! One-hundred percent (100%) of the seller's mineral rights will convey.

If you have further questions after reviewing this information packet, please do not hesitate to call me, **Peter Guerin II, at (501) 733-6795**. We look forward to working with you on auction day at ***1130 Racket Ridge Road in Mountain View, Arkansas, at 1:00 p.m. on October 5th.***

A handwritten signature in black ink, appearing to read 'Peter Guerin II', is written over a horizontal line.

Peter Guerin II, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Survey

TERMS AND CONDITIONS: \$25,000.00 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: American Abstract & Title Company ~ Closing Agent: Karrie Sharp (karrie.sharp@lenderstitle.com) ~ 1301 Main Street, Conway, Arkansas 72034 ~ (501) 327-6811 ~ Fax/329-4962.

GENERAL INFORMATION: Remodeled & Fully Furnished, 1,500+/- SF, 2 Bedroom/ 2 Bath Geodesic Style Home on Secluded 28.5+/- Acres, Located just 10 Miles from The Mountain View Square! ~ This Unique Home sits SW of Mountain View, Arkansas, off HWY 9 in the Peace & Quiet of The Ozark Mountains ~ The Newly Remodeled Geodesic or "Dome" Style Home was Recently Remodeled & Offers New Sheetrock Throughout, Luxury Vinyl Tile Floors, Quartz Countertops in the Kitchen, Freshly Painted Cabinets w/New Hardware, Custom Backsplash & New Stainless Appliances ~ Main Level Bath is Completely Remodeled w/New Tile Floors, Tiled Combo Bath/Shower, New Quartz Countertops on Vanity & New Fixtures ~ Master Bedroom Downstairs has Fresh Paint ~ Wooden Feature Wall & Updated Wood Stove Downstairs ~ Large Sectional in the Living Room has 2 Pullout Beds ~ New Split Unit HVAC ~ Upstairs Features an Open Loft Large Enough for 2 Queen Beds & a Bunk Bed & it Also has a Full Bathroom ~ The Furniture Included Currently can Sleep 13 Individuals ~ The Exterior of this Home Offers a 14x25 Ft. Garage/Shop & a Large Entertaining Deck! ~ There is a Walk-in Basement w/Laundry & Storage Area Accessed from the Exterior ~ This Mostly Wooded 28.5+/- Acres Falls Approx. 200+/- Ft. from the Front to the Rear of the Property & Offers 90% Hardwood Mix w/ 10% Volunteer Pine in the SW Corner ~ There is Electric & Richwood Rural Water Service to the Home, as well as Satellite, but could Easily be Converted to an Off-Grid Property! ~ This Property Borders a Large Cherokee WMA Permit Hunting Area Out the Front Door to Provide Hundreds of Acres of Hunting Access for a \$40 Yearly Permit Cost ~ This Unique Home Could Serve Multiple Uses Such as Hunting Cabin, Off-Grid Getaway, Vacation Rental & Much More! ~ Don't Miss Your Opportunity to Own This Great Property! ~ 100% of Seller's Mineral Rights Convey.

REAL ESTATE TAXES FOR YEAR 2020: \$454.00

SCHOOL DISTRICT: Mountain View

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.

Retracement survey of Survey Book 2 page 229

Description: Part of the S 1/2 SW 1/4, Section 3, Township 13 North, Range 11 West being more particularly described as follows: Commencing at the SE corner of the SW 1/4 SW 1/4, thence S88-47-22E a distance of 656.66 ft to a found mound of set stones for the point of beginning, thence N88-14-04E a distance of 925.88 ft to found set stones, thence N01-36-01E a distance of 1331.18 ft to found set stones, thence along an old fence line, S89-31-40W a distance of 932.56 ft to found set stones, thence S01-15-32W a distance of 1351.84 ft to the point of beginning, containing 28.59 acres more or less.

Description of center line of road easement: Commencing at the SW corner of the SW 1/4 SW 1/4, Section 3, Township 13 North, Range 11 West, thence S88-47-22E a distance of 589.22 ft to the center of an existing road and the beginning point of the center line of a 12 ft wide road easement, thence along center of existing road and center line of easement, N09-48-03E a distance of 38.32 ft, thence N30-40-30E a distance of 14.83 ft, thence N22-01-57E a distance of 22.30 ft, thence N02-18-25W a distance of 84.09 ft, thence N28-42-50E a distance of 18.64 ft, thence N56-25-55E a distance of 23.74 ft, thence S56-09-54E a distance of 26.60 ft to end of easement.

Description of center line of road easement: Commencing at the SW corner of the SW 1/4 SW 1/4, Section 3, Township 13 North, Range 11 West, thence S88-47-22E a distance of 589.22 ft to the center of an existing road and the beginning point of the center line of a 30 ft wide road easement, thence along center of existing road and center line of easement, S04-09-29E a distance of 196.58 ft, thence S00-17-31E a distance of 94.39 ft, thence S03-25-02E a distance of 66.32 ft, thence S11-44-22W a distance of 37.00 ft, thence S46-12-54W a distance of 54.88 ft to the center of Racket Ridge Road and end of easement.

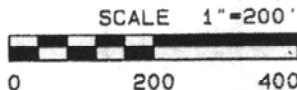
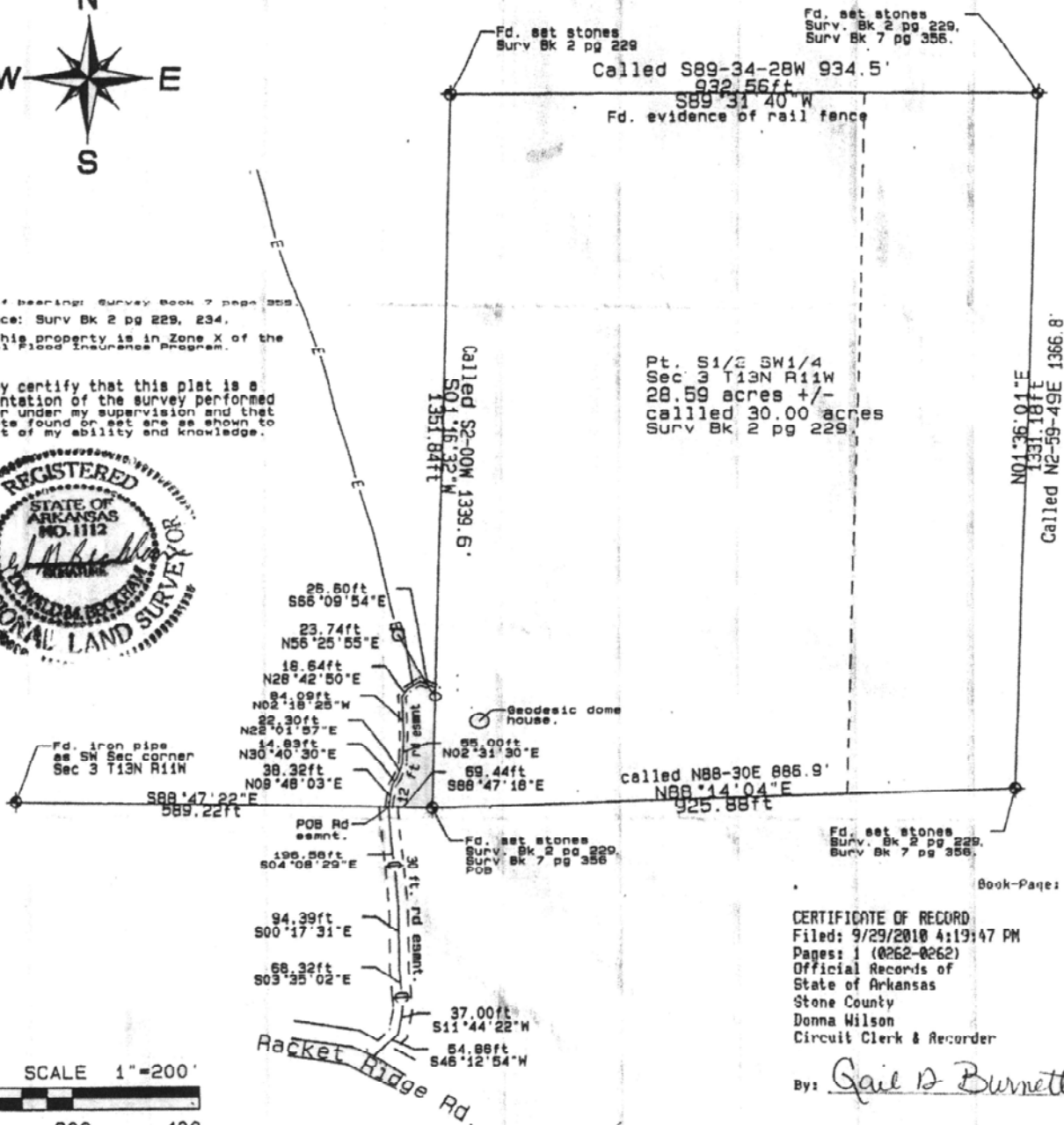


Base of bearing: Survey Book 2 page 229.

Reference: Surv Bk 2 pg 229, 234.

Note: This property is in Zone X of the National Flood Insurance Program.

I hereby certify that this plat is a representation of the survey performed by me or under my supervision and that monuments found or set are as shown to the best of my ability and knowledge.



Symbol	Description
◆	FOUND AS NOTED
○	POWER POLE

Book-Page: 10-0262

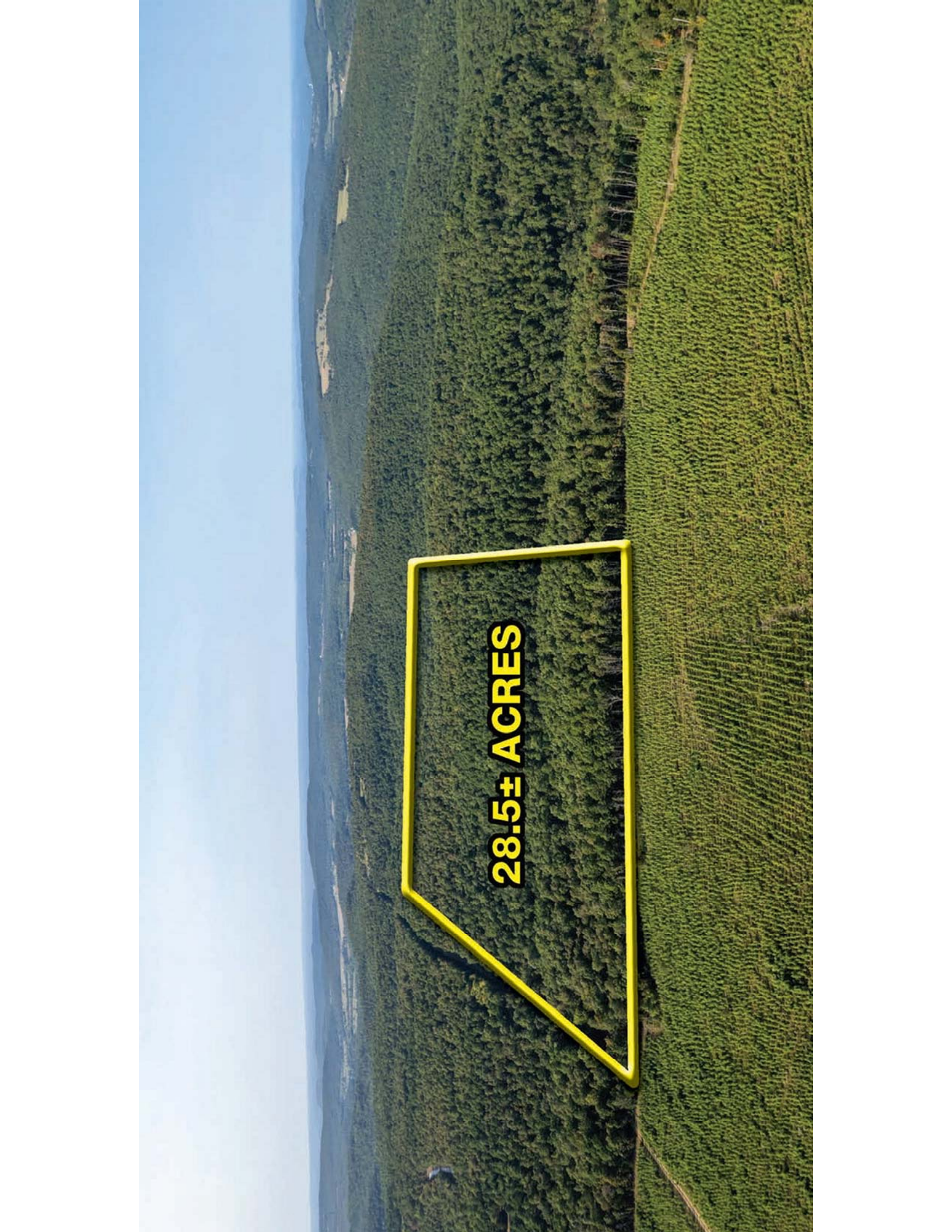
CERTIFICATE OF RECORD
 Filed: 9/29/2010 4:19:47 PM
 Pages: 1 (0262-0262)
 Official Records of
 State of Arkansas
 Stone County
 Donna Wilson
 Circuit Clerk & Recorder

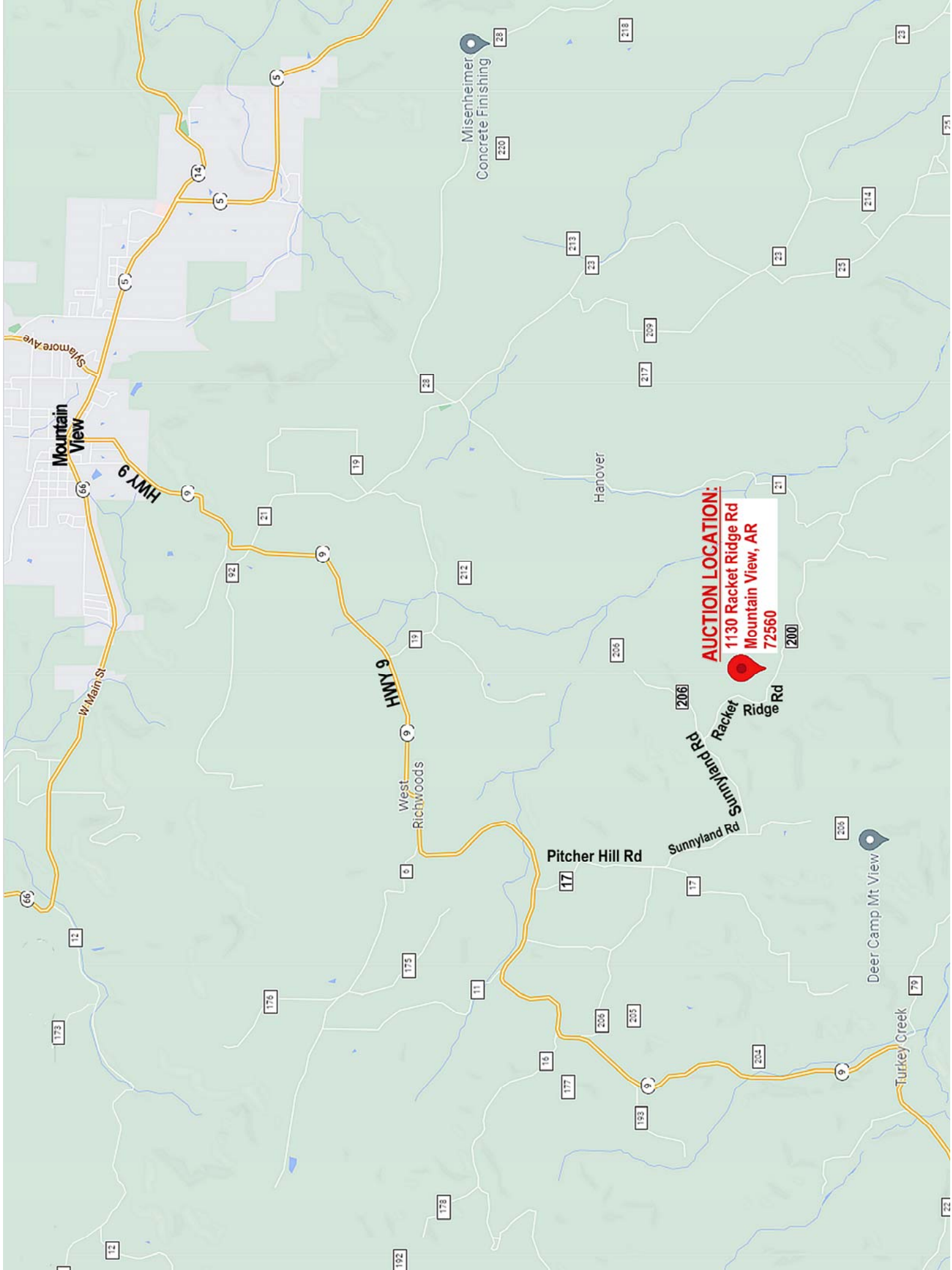
By: Gail D. Burnett R.C.

DONALD BECKHAM, PLS 1112
 6654 LUBER ROAD
 MOUNTAIN VIEW, AR 72560

FOR: RICHARD MATTHEWS

28.5± ACRES





AUCTION LOCATION:

1130 Racket Ridge Rd
Mountain View, AR
72560

WILSON REAL ESTATE AUCTIONEERS, INC.

TERMS OF AUCTION

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

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

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

ATTENTION: MOUNTAIN VIEW HOME BUYERS, HUNTERS & VACATION HOME BUYERS!
1,500+/- SF, 2BR/ 2BA Remodeled "Dome" Style Home on 28.5+/- Acres ~ 10 Miles
from Mountain View Square ~ Selling On-site w/Live, Online Bidding Available!
MOUNTAIN VIEW HOME & LAND AUCTION

TUESDAY ~ OCTOBER 5, 2021 ~ 1:00 P.M.
1130 RACKET RIDGE RD. ~ MOUNTAIN VIEW, AR 72560

DIRECTIONS: *From Downtown Mountain View, head South on HWY 9 & Travel Approx. 6.9 Mi. ~ Turn Left onto Pitcher Hill Rd. & Travel 2 Mi. ~ Turn Left onto Sunnyland Rd. ~ Travel Approx. 0.9 Mi. to Racket Ridge Rd., Turn Right & Travel 1 Mi. ~ Watch for Signs & Property on North Side of Road.*

REAL ESTATE DESCRIPTION: Remodeled & Fully Furnished, 1,500+/- SF, 2 Bedroom/ 2 Bath Geodesic Style Home on Secluded 28.5+/- Acres, Located just 10 Miles from The Mountain View Square! ~ This Unique Home sits SW of Mountain View, Arkansas, off HWY 9 in the Peace & Quiet of The Ozark Mountains ~ The Newly Remodeled Geodesic or "Dome" Style Home was Recently Remodeled & Offers New Sheetrock Throughout, Luxury Vinyl Tile Floors, Quartz Countertops in the Kitchen, Freshly Painted Cabinets w/New Hardware, Custom Backsplash & New Stainless Appliances ~ Main Level Bath is Completely Remodeled w/New Tile Floors, Tiled Combo Bath/Shower, New Quartz Countertops on Vanity & New Fixtures ~ Master Bedroom Downstairs has Fresh Paint ~ Wooden Feature Wall & Updated Wood Stove Downstairs ~ Large Sectional in the Living Room has 2 Pullout Beds ~ New Split Unit HVAC ~ Upstairs Features an Open Loft Large Enough for 2 Queen Beds & a Bunk Bed & it Also has a Full Bathroom ~ The Furniture Included Currently can Sleep 13 Individuals ~ The Exterior of this Home Offers a 14x25 Ft. Garage/Shop & a Large Entertaining Deck! ~ There is a Walk-in Basement w/Laundry & Storage Area Accessed from the Exterior ~ This Mostly Wooded 28.5+/- Acres Falls Approx. 200+/- Ft. from the Front to the Rear of the Property & Offers 90% Hardwood Mix w/ 10% Volunteer Pine in the SW Corner ~ There is Electric & Richwood Rural Water Service to the Home, as well as Satellite, but could Easily be Converted to an Off-Grid Property! ~ This Property Borders a Large Cherokee WMA Permit Hunting Area Out the Front Door to Provide Hundreds of Acres of Hunting Access for a \$40 Yearly Permit Cost ~ This Unique Home Could Serve Multiple Uses Such as Hunting Cabin, Off-Grid Getaway, Vacation Rental & Much More! ~ Don't Miss Your Opportunity to Own This Great Property! ~ 100% of Seller's Mineral Rights Convey ~ **OFFERS PRIOR TO AUCTION DAY ARE WELCOME** ~ For Additional Information, Aerials, Video, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825. ~ OFFERS PRIOR TO AUCTION WELCOME!

AUCTIONEER'S NOTE: This auction is an excellent opportunity to buy yourself a weekend getaway or home! Properties like this are hard to find right now, and all the hard work is done on this one! Don't miss your chance to own it!

TERMS ON REAL ESTATE: \$25,000.00 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.**

INSPECTION: Drive by & Inspect the Exterior of this Property **Anytime**, or Contact Agent, **Peter Guerin II** at 501-733-6795/ peter@wilsonauctioneers.com to Schedule Showings ~ Auctioneers will be On-site & Registration begins at 12:00 p.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