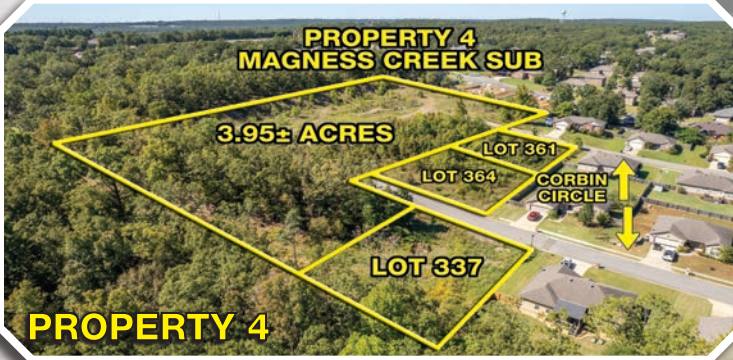


LONOKE COUNTY MULTI-PARCEL HOME & LAND AUCTION



On-site & Online Auction

Wednesday | October 27, 2021 | 11:00 A.M.
1029 E. Park Street | Carlisle, Arkansas 72024
WilsonAuctioneers.com

September 29, 2021

Dear Prospective Buyer:

This multi-parcel auction will offer multiple properties in Cabot, Lonoke, and Carlisle, Arkansas. **Properties 3 and 4 will Sell Regardless of Price to the Highest Bidder on Auction Day!**

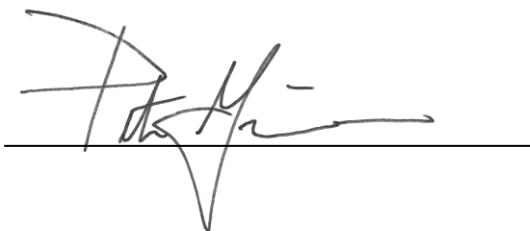
Property 1 contains a 3,000+/- square foot commercial building located at 1029 E. Park Street (HWY 70) in Carlisle, on 0.69+/- acres, formerly operated as a childcare facility. The property has a large parking lot and a fenced yard on Highway 70, close to Carlisle Schools. This property would make an excellent business, medical office, daycare, or a guide business headquarters/lodging. The building offers (6) rooms, a full kitchen, and (5) bathrooms.

Property 2 has a 2,500+/- square foot custom home located at 620 Brinkley Street in Carlisle. The home sits on almost 1 acre with mature trees, raised gardening beds, a detached 1 bedroom/ 1 bathroom apartment. There is also a shop and storage building. This home offers (2) large master suites, hardwood floors, a formal living room, a formal dining room, an open kitchen/living area, a mudroom, and a large office/hobby room.

Property 3 consists of (4) 0.35+/- acre building lots in Lonoke's established Eagle Estates Subdivision.

Property 4 consists of (3) lots being approximately 0.25+/- acres in Cabot's Magness Creek Subdivision and 3.95+/- acres adjoining Magness Creek, all off Corbin Circle.

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 **1029 E. Park Street in Carlisle, Arkansas, at 11:00 a.m. on October 27th**.

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 DESCRIPTIONS: See Attachment

TERMS AND CONDITIONS: **(PROPERTIES 1 & 2) \$20,000.00 (Per Property) ~ (PROPERTIES 3 & 4) \$10,000.00 (Per Property)**, All in the Form of a 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 Day are Welcome!**

CLOSING COMPANY: Central Arkansas Title & Insurance, LLC ~ Closing Agent: Michael Stuart ~ 101 East Front Street, Lonoke, Arkansas 72086 ~ (501) 676-5500 ~ Fax/ 676-7547.

GENERAL INFORMATION: This Multi-Parcel Auction Will Offer Multiple Properties in Cabot, Lonoke & Carlisle ~ **(PROPERTY 1)** 3,000+/- SF Commercial Building Located at 1029 E. Park St. (HWY 70) in Carlisle, on 0.69+/- Acres, Formerly Operated as a Childcare Facility ~ Offers a Large Parking Lot & Fenced Yard on HWY 70, Close to Carlisle Schools ~ Property Would Make an Excellent Business, Medical Office, Daycare, or Guide Business Headquarters/Lodging ~ Building Offers (6) Rooms, Full Kitchen & (5) Bathrooms ~ **(PROPERTY 2)** 2,500+/- SF Custom Home Located at 620 Brinkley St. in Carlisle ~ Home sits on Almost 1 Acre w/Mature Trees, Raised Gardening Beds, a Detached 1 Bedroom/ 1 Bath Apartment ~ Shop & Storage Building ~ Home Offers (2) Large Master Suites, Hardwood Floors, Formal Living Room, Formal Dining Room, Open Kitchen/Living Area, Mudroom & a Large Office/Hobby Room ~ **(PROPERTY 3)** (4) 0.35+/- Acre Building Lots in Lonoke's Established Eagle Estates Subdivision ~ **(PROPERTY 4)** (3) Lots being Approx. 0.25+/- Acres in Cabot's Magness Creek Subdivision & 3.95+/- Acres Adjoining Magness Creek, All off Corbin Circle ~ **Properties 3 & 4 WILL SELL REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

REAL ESTATE TAXES FOR YEAR 2020: See Attachment

SCHOOL DISTRICT: Carlisle and Lonoke

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.

Property 1: 1029 E. Park Street, Carlisle, AR 72024

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 7 WEST, LONOKE COUNTY, AR, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SE1/4 SEC 22, T2N, R7W; THENCE SOUTH 1°41'30" WEST ALONG THE COMMON LINE BETWEEN SECTIONS 22 AND 23 A DISTANCE OF 134.54 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY #70 AND BEING IN RABORN ROAD; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY SOUTH 80°01'30" WEST 362.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 9°58'30" EAST 299.0 FEET; THENCE SOUTH 79°58'30" WEST 100 FEET; THENCE NORTH 9°58'30" WEST 299.12 FEET; THENCE NORTH 80°01'30" EAST 100 FEET ALONG SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY #70 TO THE POINT OF BEGINNING.

Taxes: \$1,290.14

Property 2: Residence, 620 Brinkley Ave, Carlisle, AR 72024

Lots 1, 2, 3 and 4, Block 16, Original Town of Carlisle, Lonoke County, Arkansas.

Taxes: \$1,380.92

Property 3:

Lots 1, 2 and 7, Block 5, Eagle Estates Subdivision, to the Town of Lonoke County, Arkansas.

And, Lot 1, Block 6, Eagle Estates Subdivision, to the Town of Lonoke County, Arkansas.

Taxes: \$233.20 per lot, Total: \$932.80

Property 4: Magness Creek

LOTS 337, 361, AND 364, MAGNESS CREEK SUBDIVISION, PHASE 5-A, CABOT, LONOKE COUNTY, ARKANSAS.

AND:

PART OF THE W1/2 OF THE W1/2 OF SECTION 26, T-5-N, R-10-W, LONOKE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER NW1/4 SW1/4 OF SECTION 26, T-5-N, R-10-W; THENCE NORTH 88°56'09" EAST 101.77 FEET TO THE SE CORNER OF LOT 302 OF MAGNESS CREEK SUBDIVISION, LOT 248-324 AS RECORDED IN THE RECORDS OF LONOKE COUNTY, BOOK D, PAGE 506; SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 00°05'36" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 302.46 FEET TO THE SOUTHWEST CORNER OF LOT 348, MAGNESS CREEK PHASE 5-A; THENCE ALONG THE SOUTH LINE OF MAGNESS CREEK PHASE 5-A THE FOLLOWING DISTANCES; NORTH 89°43'28" EAST 110.69 FEET; THENCE SOUTH 81°50'52" EAST 50.50 FEET; THENCE SOUTH 89°53'23" EAST 290.00 FEET; THENCE NORTH 00°06'37" EAST 49.30 FEET; THENCE SOUTH 89°53'23" EAST 118.39 FEET; THENCE SOUTH 00°16'54" EAST 333.77 FEET; THENCE SOUTH 88°56'07" WEST 570.40 FEET TO THE POINT OF BEGINNING, CONTAINING 3.95 ACRES, MORE OR LESS.

Taxes: \$106.89 Per Lot, Total \$320.67

Acreage Taxes: \$40.21, Property 4 Total Taxes: \$360.88

Nick's Bar-B-Q & Catfish

Property 2
620 Brinkley Ave.



Carlisle High School
Football Field

Property 1
1029 E. Park St.



Riviana Foods

K & K Farm Services

Medsker's Family
Pharmacy

Carlisle

City Market Food Store

W Park St

S Bankhead Ave

Advada's Diner

Vantage MidSouth

E Park St

Carlisle High School

Stratton Seed Company

Pauscher Rd

70

903



Pausche

PROPERTY 3
4 LOTS, EAGLE ESTATES SUB.

HWY 31



**PROPERTY 4
MAGNESS CREEK SUB**

3.95± ACRES

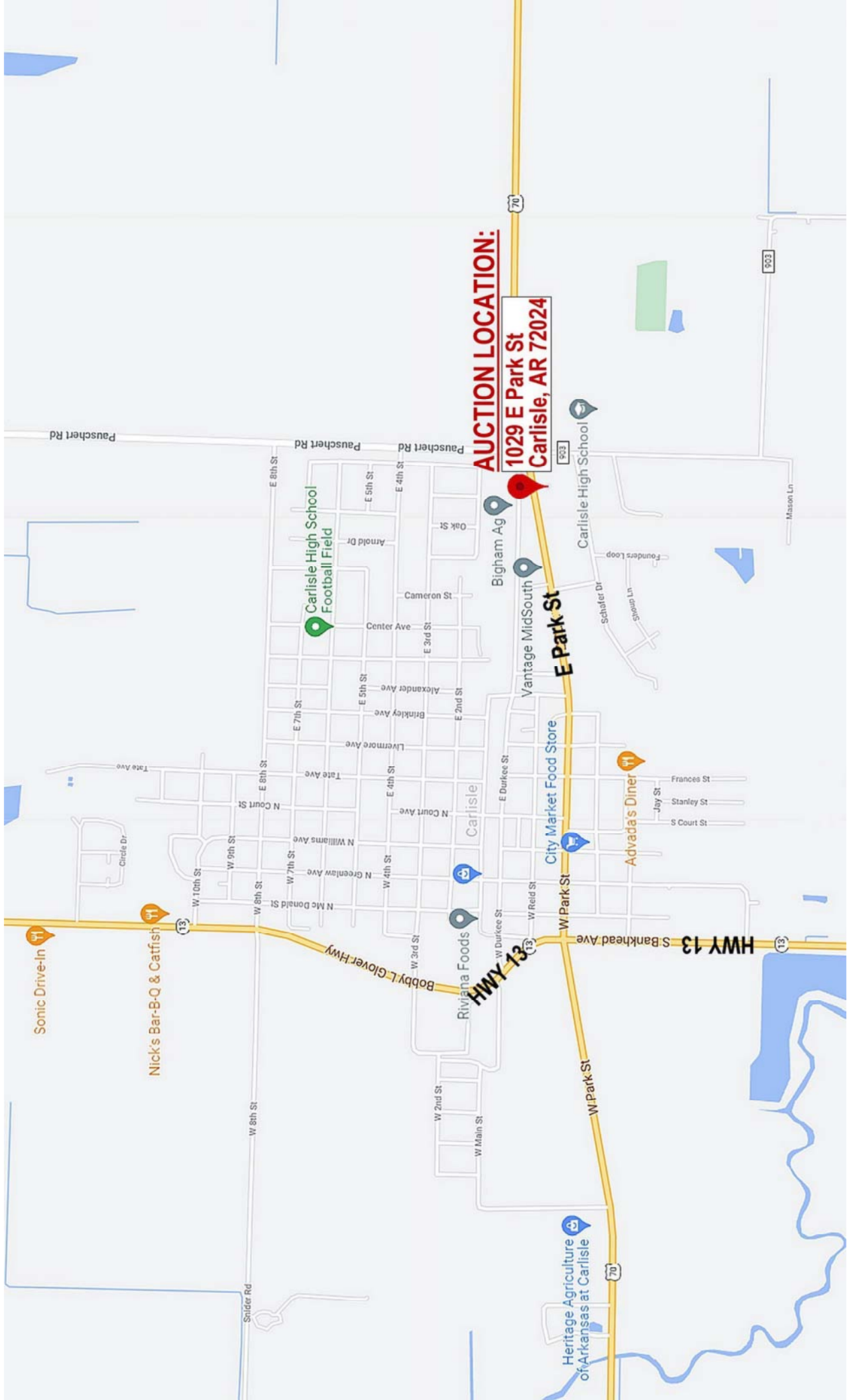
LOT 361

LOT 364

**CORBIN
CIRCLE**

LOT 337





AUCTION LOCATION:

**1029 E Park St
Carlisle, AR 72024**

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.

ATTN: LONOKE COUNTY HOME BUYERS, BUILDERS & COMMERCIAL PROPERTY BUYERS!
2,500+/- SF Home in Carlisle ~ 3,000+/- SF Commercial Building in Carlisle ~ (4)
Building Lots in Lonoke ~ Acreage & Lots in Magness Creek Subdivision in Cabot
~ Offered in (4) Parcels on Auction Day ~ Live, Online Bidding Available

LONOKE COUNTY MULTI-PARCEL HOME & LAND AUCTION

WEDNESDAY ~ OCTOBER 27, 2021 ~ 11:00 A.M.

1029 E. PARK STREET ~ CARLISLE, AR 72024

DIRECTIONS: **(PROPERTY 1)** From HWY 13 in Carlisle, Travel East on E. Park St. Approx. 0.8 Mi. ~ Watch for Property on the Right Side of Road ~ **(PROPERTY 2)** From HWY 13 in Carlisle, Head East on W. 8th St. Approx. 0.5 Mi. ~ Turn Right onto Brinkley Ave. & Travel 1 Block ~ Watch for Signs & Home on the Corner of Brinkley Ave. & E. 7th St. ~ **(PROPERTY 3)** From the Junction of Center St. & Front St. Travel West Approx. 1.2 Mi. to W. Palm St. & Head East ~ Travel 1 Block & Turn Right onto Navajo Trail ~ Properties are Marked on Both Sides of the Street ~ **(PROPERTY 4)** From HWY 5 & Magness Creek Dr. in Cabot, Head East on Magness Creek Dr. 1.1 Mi. & Turn Right onto Corbin Cir. ~ Corbin Cir. Will dead end into the Property.

REAL ESTATE DESCRIPTION: This Multi-Parcel Auction Will Offer Multiple Properties in Cabot, Lonoke & Carlisle ~ **(PROPERTY 1)** 3,000+/- SF Commercial Building Located at 1029 E. Park St. (HWY 70) in Carlisle, on 0.69+/- Acres, Formerly Operated as a Childcare Facility ~ Offers a Large Parking Lot & Fenced Yard on HWY 70, Close to Carlisle Schools ~ Property Would Make an Excellent Business, Medical Office, Daycare, or Guide Business Headquarters/Lodging ~ Building Offers (6) Rooms, Full Kitchen & (5) Bathrooms ~ **(PROPERTY 2)** 2,500+/- SF Custom Home Located at 620 Brinkley St. in Carlisle ~ Home sits on Almost 1 Acre w/Mature Trees, Raised Gardening Beds, a Detached 1 Bedroom/ 1 Bath Apartment ~ Shop & Storage Building ~ Home Offers (2) Large Master Suites, Hardwood Floors, Formal Living Room, Formal Dining Room, Open Kitchen/Living Area, Mudroom & a Large Office/Hobby Room ~ **(PROPERTY 3)** (4) 0.35+/- Acre Building Lots in Lonoke's Established Eagle Estates Subdivision ~ **(PROPERTY 4)** (3) Lots being Approx. 0.25+/- Acres in Cabot's Magness Creek Subdivision & 3.95+/- Acres Adjoining Magness Creek, All off Corbin Circle ~ **Properties 3 & 4 WILL SELL 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.

TERMS ON REAL ESTATE: **(PROPERTIES 1 & 2) \$20,000.00 (Per Property) ~ (PROPERTIES 3 & 4) \$10,000.00 (Per Property)**, All in the Form of a 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 Day are Welcome!**

INSPECTION: Home & Building Shown by **Appointment Only** ~ Contact Agent, **Peter Guerin II at 501-733-6795/ peter@wilsonauctioneers.com** for More Information ~ Auctioneers will be On-site & Registration begins at 10:00 a.m. Day of Auction.

Announcements made day of sale take precedence over printed material.

WILSON REAL ESTATE AUCTIONEERS, INC.

Leading Real Estate Auctioneers "Since 1961"

501-624-1825 * PB00000481, Joe Wilson

WEBSITE: WilsonAuctioneers.com - AAL #4