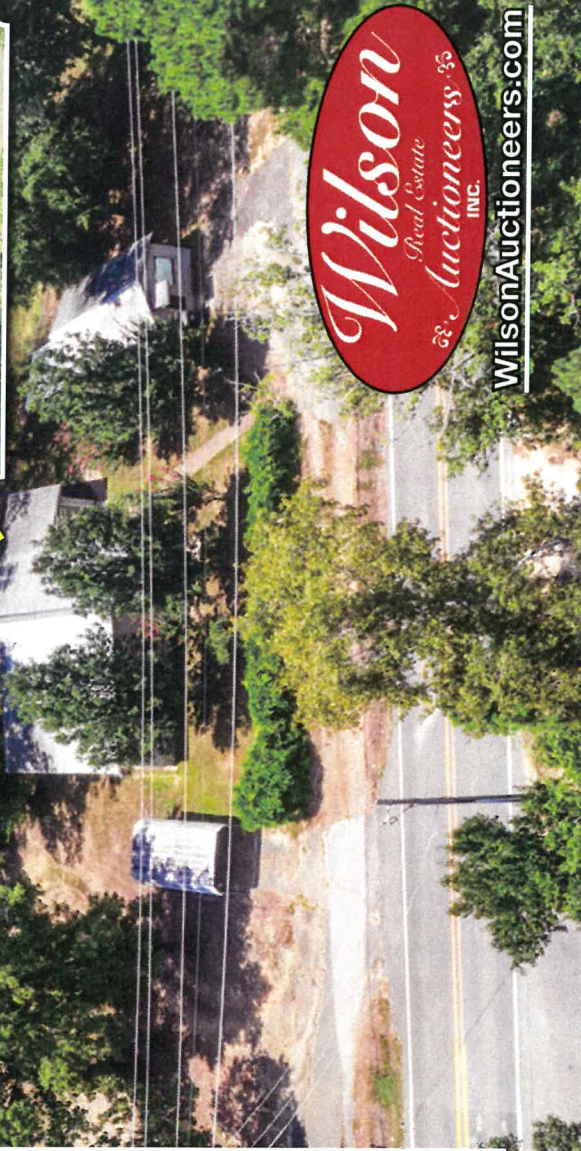


# GARLAND COUNTY ABSOLUTE REAL ESTATE AUCTION

**Tues. | Sept. 10, 2019 | 10:00 A.M.**  
**320 Marion Anderson Rd.**  
**Hot Springs, Arkansas 71913**



**1.7± Acres with Marion Anderson Road Frontage, just South of Adcock Road**  
**1,212± SF Home | 2 Bedrooms | 1 Bathroom | Lake Hamilton School District**  
**1,920± SF Workshop | 2 Detached Storage Buildings**  
**Selling Regardless of Price to the Highest Bidder on Auction Day!**



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



August 8, 2019

Dear Prospective Buyer:

This 1,212+/- square foot home contains 2 bedrooms/ 1 bathroom. The house consists of a living room, den, and a large kitchen/ dining room combination. This home has central heat and air, and the floors are carpeting and vinyl. The property also contains a 1,920+/- square foot workshop, a 240+/- square foot detached storage building (formerly used as a beauty shop), and an 8x12 foot detached storage building. This property is in Lake Hamilton School District, and it's **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, **Ken Bethge, at (870) 550-5274**. We look forward to working with you on auction day at ***320 Marion Anderson Road in Hot Springs, Arkansas at 10:00 a.m. on September 10th.***



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

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$10,000.00 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 ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome!**

**CLOSING COMPANY:** Lenders Title Company ~ Closing Agent: Shanda Dunlap ~ 110 Ouachita Avenue, Hot Springs, Arkansas 71901 ~ (501) 624-2541 ~ Fax/ 623-4552.

**GENERAL INFORMATION:** 1,212+/- SF, 2 Bedroom/ 1 Bath Home Consists of a Living Room, Den & a Large Kitchen/ Dining Room Combination ~ CH/A ~ Floors are Carpeting & Vinyl ~ This Property Also Contains a 1,920+/- SF Workshop, a 240+/- SF Detached Storage Building (Formerly used as a Beauty Shop) & an 8x12 Ft. Detached Storage Building ~ Located in Lake Hamilton School District ~ **Remember, it's Selling Regardless of Price to the Highest Bidder!**

**REAL ESTATE TAXES FOR YEAR 2018:** \$566.20

**SCHOOL DISTRICT:** Lake Hamilton

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.

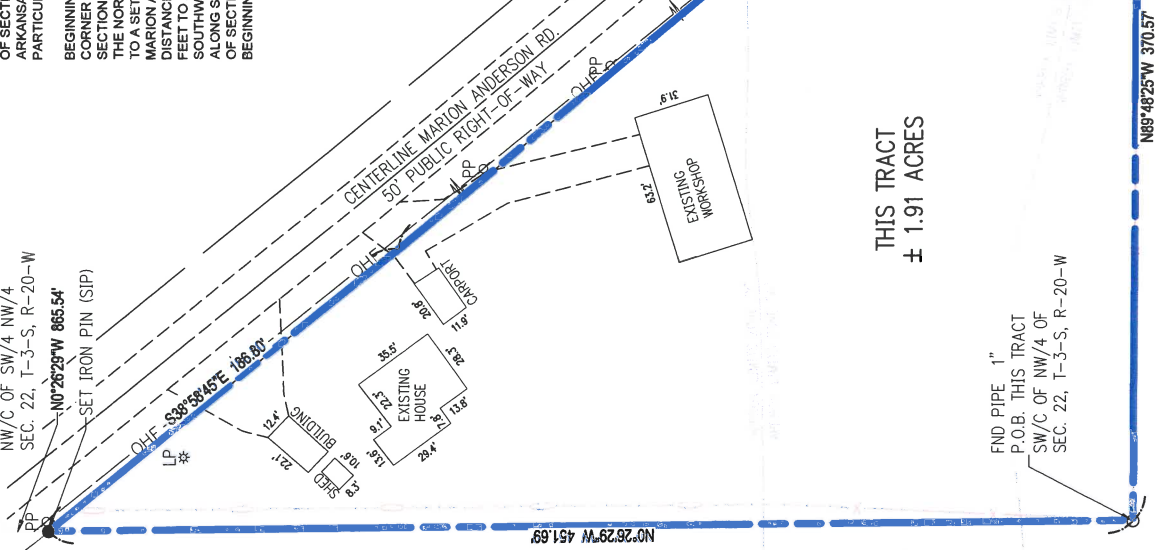
## **LEGAL DESCRIPTION**

### **320 Marion Anderson Road, Hot Springs, Arkansas**

All that part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 3 South, Range 20 West, Garland County, Arkansas, lying West and South of the County Road, and being more particularly described as follows: Beginning at a found iron pipe, said point being at the Southwest corner of said Southwest Quarter of the Northwest Quarter of Section 22; thence along the West line of said Southwest Quarter of the Northwest Quarter of Section 22, North 00 degrees 26 minutes 29 seconds West a distance of 451.69 feet to a set 5/8" rebar, said point being on the Southerly right-of-way of Marion Anderson Road; thence along said right-of-way, South 38 degrees 58 minutes 45 seconds East a distance of 186.80 feet to a point; thence South 39 degrees 49 minutes 07 seconds East a distance of 400.63 feet to a set 5/8" rebar, said point being on the South line of said Southwest Quarter of the Northwest Quarter of Section 22; thence along said South line of the Southwest Quarter of the Northwest Quarter of Section 22, North 89 degrees 48 minutes 25 seconds West a distance of 370.57 feet to the point of beginning, said tract of land containing 1.91 acres more or less. Also known as 320 Marion Anderson Road, Hot Springs, Arkansas.

CALCULATED CORNER FROM SURVEY  
BY LS #48 DATED 04/01/1984  
BY USING MONUMENTS ON PLAT  
NW/4 OF SW/4 NW/4  
SEC. 22, T-3-S, R-20-W

PP  
N0°26'29"W 865.54'  
SET IRON PIN (SIP)



### LEGAL DESCRIPTION

ALL OF THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 20 WEST, GARLAND COUNTY, ARKANSAS, LYING WEST AND SOUTH OF THE COUNTY ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE, SAID POINT BEING AT THE SOUTHWEST CORNER OF SAID OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, N0°26'29"W A DISTANCE OF 451.69 FEET TO A SET 5/8" REBAR, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF MARION ANDERSON ROAD; THENCE ALONG SAID RIGHT-OF-WAY, S39°58'45"E A DISTANCE OF 186.80 FEET TO A POINT; THENCE S39°48'07"E A DISTANCE OF 400.63 FEET TO A SET 5/8" REBAR, SAID POINT BEING ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22; THENCE ALONG SAID SOUTH LINE OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, N89°48'25"W A DISTANCE OF 370.57 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 1.91 ACRES MORE OR LESS.

### BASIS OF BEARINGS

STATE PLANE COORDINATES  
ARKANSAS SOUTH ZONE, NAD 1983  
U.S. SURVEY FOOT  
BEARING: GRID  
DISTANCE: GRID  
COMBINED SCALE FACTOR: 0.99945870458  
CONVERGENCE ANGLE: 0° 36' 18.6889999"  
\*\*VALUES TAKEN AT P.O.B. THIS TRACT\*\*

### FLOOD ZONE NOTE

BY GRAPHIC PLOTTING ONLY, THE PROPERTY SHOWN ON THIS SURVEY IS WITHIN ZONE X, ZONE X BEING AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A ZONE A BEING AREAS OF THE SPECIAL FLOOD HAZARD SUBJECT TO FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED, AS PER FEMA FIRM MAP COMMUNITY PANEL NUMBER 05051C0475D, DATED JANUARY 20, 2010, BASED UPON SURVEYOR'S INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES.

### SURVEY CERTIFICATION

FOR THE USE AND BENEFIT OF MELISSA GLADDEN AND WILSON AUCTIONEERS:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE MOST CURRENT ARKANSAS STATE MINIMUM STANDARDS FOR SURVEYS OF THIS TYPE. THE FIELD WORK WAS COMPLETED ON 08/27/2019  
DATE OF PLAT OR MAP: 09/06/2019



NICHOLAS TUCKER, LS #1755  
FOUND 1" PIPE  
SE/C OF NW/4  
SEC. 22, T-3-S, R-20-W

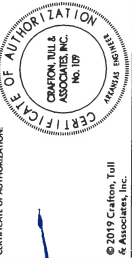
STATE PLAT CODE: 500-03S-20W-0-22-430-26-1755

BOUNDARY SURVEY  
PART OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER  
SECTION 22, TOWNSHIP 3 SOUTH, RANGE 20 WEST  
320 MARION ANDERSON ROAD  
PREPARED FOR:  
MELISSA GLADDEN - WILSON AUCTIONEERS  
HOT SPRINGS, GARLAND COUNTY  
ARKANSAS

REVISION	DESCRIPTION	DATE
1	REVISED LEGAL DESC.	09/06/2019

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of Crafton Tull & Associates, Inc., and is not to be used for any other project, without the written authorization of Crafton Tull & Associates, Inc.

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engineering & surveying  
1009 Ledgewood Dr.  
Conway, Arkansas 72034  
501.226.3316 | 501.226.3325 f  
www.craftontull.com

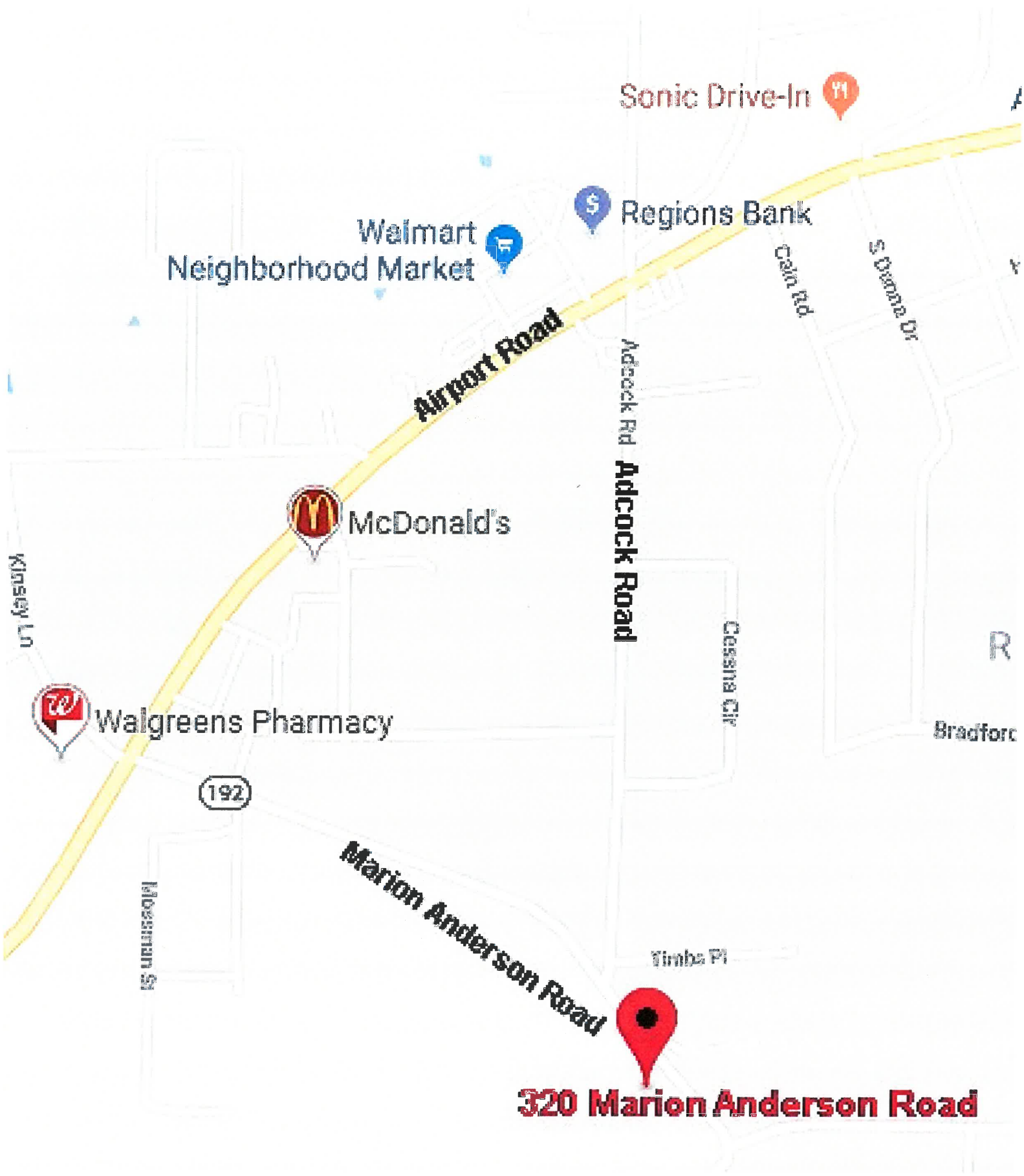


PROJECT NO.: 1938400  
ISSUE DATE: 09/06/2019  
CONTACT: NUTCKER  
CHECKED BY:  
SHEET NO.: 1 OF 1









Sonic Drive-In

Walmart  
Neighborhood Market

Regions Bank

Airport Road

Adcock Rd  
Adcock Road

McDonald's

Walgreens Pharmacy

192

Marion Anderson Road

320 Marion Anderson Road

# 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. 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.

## **ATTENTION: HOME BUYERS & REAL ESTATE INVESTORS!**

1.7+/- Acres w/Marion Anderson Road Frontage, just South of Adcock Road ~ 2BR/ 1BA Home w/Carport, 2 Detached Storage Buildings & a 1,920+/- SF Workshop ~ Lake Hamilton School District ~ Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

# **GARLAND COUNTY ABSOLUTE REAL ESTATE AUCTION**

**TUESDAY ~ SEPTEMBER 10, 2019 ~ 10:00 A.M.**

**320 MARION ANDERSON RD. ~ HOT SPRINGS, AR 71913**

**DIRECTIONS:** *From the Intersection of Airport Rd. & Adcock Rd., Travel South on Adcock Rd. ~ Turn Left onto Marion Anderson Road ~ Watch for Auction Sign & Property on the Right.*

**REAL ESTATE DESCRIPTION:** 1,212+/- SF, 2 Bedroom/ 1 Bath Home Consists of a Living Room, Den & a Large Kitchen/ Dining Room Combination ~ CH/A ~ Floors are Carpeting & Vinyl ~ This Property Also Contains a 1,920+/- SF Workshop, a 240+/- SF Detached Storage Building (Formerly used as a Beauty Shop) & an 8x12 Ft. Detached Storage Building ~ Located in Lake Hamilton School District ~ **Remember, it's Selling Regardless of Price to the Highest Bidder!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

**TERMS ON REAL ESTATE:** \$10,000.00 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 ~ Title Insurance with Warranty Deed Provided at Closing ~ Closing within 30 Days ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome!**

**INSPECTION:** Contact Agent, **Ken Bethge** at 501-550-5274/ [ken@wilsonauctioneers.com](mailto:ken@wilsonauctioneers.com) with Questions Regarding this Property & to View the inside of Home ~ Auctioneers will be On-site & Registration begins at 9:00 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