

LAKE HAMILTON ABSOLUTE BRIDGEVIEW HOME AUCTION



On-Site & Online Auction

Thursday | November 14, 2019 | 12:00 P.M.
127 Bridgeview Circle | Hot Springs, AR 71913

WilsonAuctioneers.com

October 17, 2019

Dear Prospective Buyer:

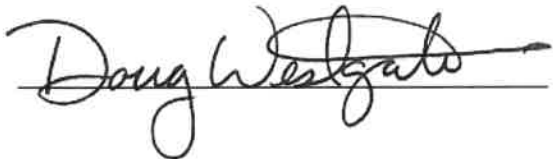
This property is conveniently located on the main channel of Lake Hamilton less than 1+/- mile from Exit 2 on the MLK Expressway, and only 10 minutes from Oaklawn Racing and Gaming Casino. The recently updated and partially remodeled 1978 home is visible from the Airport Road bridge. It features incredible views of Lake Hamilton from the upper-level deck and the multi-tier flagstone patio. This move-in ready home has been well-maintained and has a new HVAC system, and all new LED lighting throughout the house.

The **upper level** consists of an open living room/ dining room/ kitchen with solid wood painted cabinets, (2) bedrooms, a full bathroom, a laundry closet, and a storage closet. The **lower level** consists of a large family room great for entertaining with a rock corner fireplace. The remodeled master bedroom has a new oversized walk-in closet with built-ins, and the incredible, newly remodeled bathroom has subway tile and glass shower, dual sinks and granite countertops. This level also has a large bonus room with no window that could be used as a game room or 4th bedroom.

This property has a workshop/storage room that is accessed from the outside, a poured concrete parking area, and attached carport. There are an incredible upper-level deck and multi-level flagstone patio that have incredible views of the lake. Plus, there is a 4-foot wide poured concrete boardwalk and lakeside patio along the seawall. This property also has a single-stall covered boat dock with a swim dock, boat lift, storage closet, and lake water pump for watering.

All city utilities, including electricity, water, gas, and sewer are available. This property is in the Hot Springs School District. **This incredible Lake Hamilton home is selling regardless of price on auction day!**

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Doug Westgate**, at **(501) 815-4004**. We look forward to working with you on auction day at **127 Bridgeview Circle in Hot Springs, Arkansas at 12:00 p.m. on November 14th.**

A handwritten signature in black ink that reads "Doug Westgate". The signature is fluid and cursive, with a horizontal line drawn underneath the name.

Doug Westgate, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: Lot 13 in Block 1 of Bridgeview Subdivision, according to the Plat in Book 1 at Page 50 of the Plat Records of Garland County, Arkansas.

TERMS AND CONDITIONS: \$30,000.00 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 ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 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: Conveniently Located on the Main Channel of Lake Hamilton Less than 1+/- Mile from Exit 2 on the MLK Expressway & Only 10 Minutes from Oaklawn Racing & Gaming Casino ~ This Recently Updated & Partially Remodeled 1978 Home is Visible from the Airport Road Bridge & Features Incredible Views of Lake Hamilton from the Upper Level Deck & the Multi-Tier Flagstone Patio ~ This Move-in Ready Home has been Well-Maintained & has a New HVAC System & All New LED Lighting Throughout the Home ~ **Upper Level** Consists of an Open Living Room/ Dining Room/ Kitchen w/Solid Wood Painted Cabinets ~ (2) Bedrooms ~ Full Bathroom ~ Laundry Closet & Storage Closet ~ **Lower Level** Consists of a Large Family Room Great for Entertaining w/Rock Corner Fireplace ~ Remodeled Master Bedroom w/New Oversized Walk-in Closet w/Built-ins ~ Incredible, Newly Remodeled Bathroom w/Subway Tile & Glass Shower, Dual Sinks & Granite Countertops ~ Large Bonus Room w/No Window Could be Used as a Game Room or 4th Bedroom ~ Workshop/Storage Room Accessed from Outside ~ Poured Concrete Parking Area & Attached Carport ~ Incredible Upper Level Deck & Multi-Level Flagstone Patio w/Incredible Views of the Lake ~ 4 Ft. Wide Poured Concrete Boardwalk & Lakeside Patio Along the Seawall ~ Single-Stall Covered Boat Dock w/Swim Dock, Boat Lift, Storage Closet & Lake Water Pump for Watering ~ All City Utilities Including Electricity, Water, Gas & Sewer ~ Hot Springs School District ~ **Offers Made Prior to Auction Day are Welcome!** ~ **REMEMBER, THIS INCREDIBLE LAKE HAMILTON HOME IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!**

REAL ESTATE TAXES FOR YEAR 2018: \$2,203.61

SCHOOL DISTRICT: Hot Springs

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.

LAKE HAMILTON



NOTE -

ALL BEARINGS ROTATED
6° 30' RIGHT TO CORRECT FOR MAGNET-
IC DECLINATION, ALL ANGLES TURNED
AND BEARINGS COMPUTED AFTER EST-
ABLISHING CORRECTED MERIDIAN.

CERTIFICATION -

I, A. PAUL STALEY, REG. PROF. ENG., DO
HEREBY CERTIFY THAT TO THE BEST OF
MY KNOWLEDGE AND BELIEF -

1. THE PLAT HEREON SHOWN IS A TRUE REPRESENTA-
TION OF A SURVEY MADE BY ME.
2. ALL DIMENSIONS ARE ACCURATE, IN THE ORDER
OF 1/4 2500.
3. AFTER LOOKING OVER THE GRABED
NO ENCROACHMENTS EXIST.

PLAT OF SURVEY

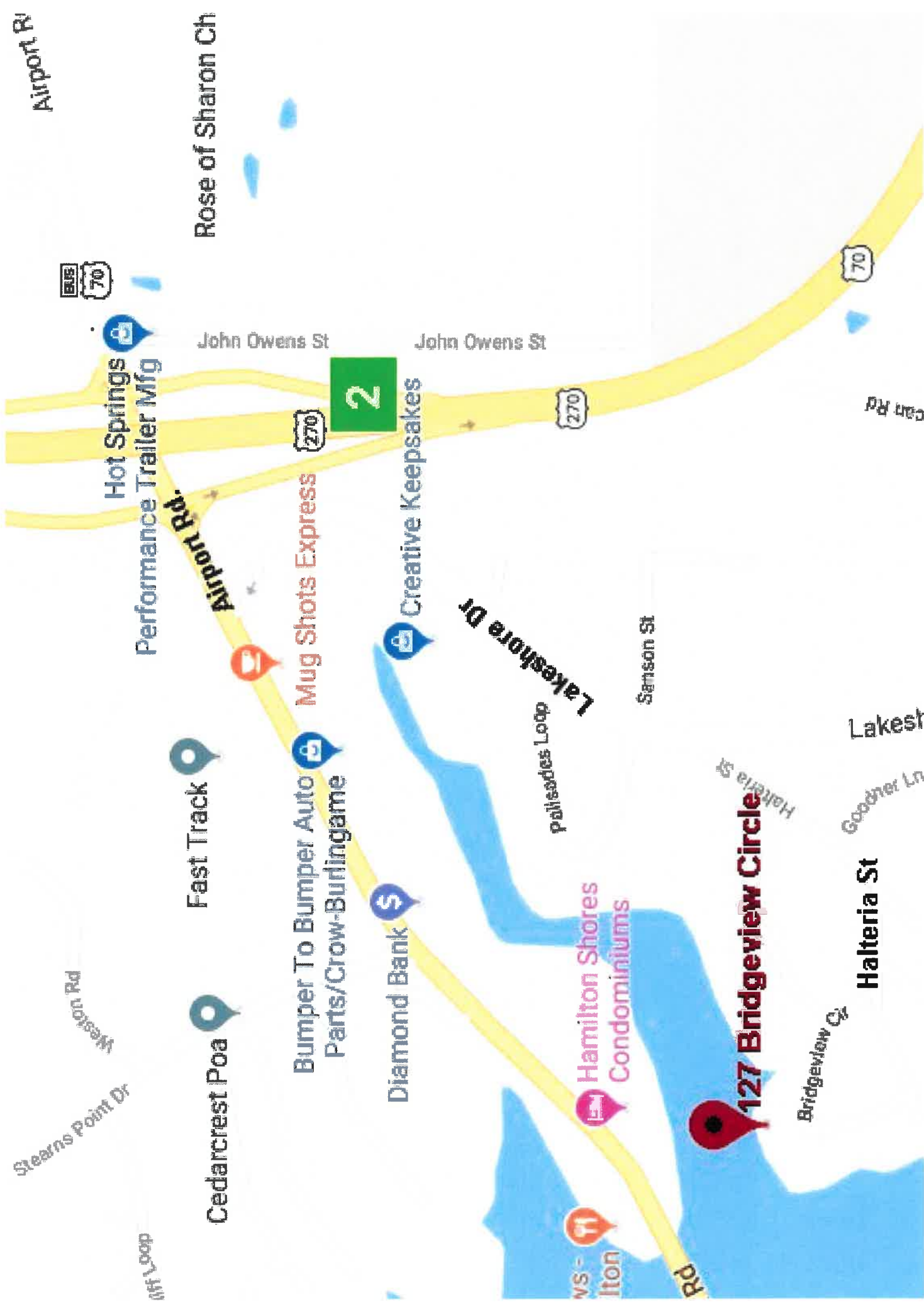
SCALE 1" = 50'

BRIDGEVIEW SUBDIVISION

A SUBDIVISION OF A PART OF THE NW 1/4
SW 1/4 OF SECTION 14, AND A PART OF THE
NE 1/4 SE 1/4 OF SECTION 15, ALL IN T3S, R2
GARLAND CO., ARKANSAS.

SURVEY AND PLAT BY
A. PAUL STALEY, P.E.,
HOT SPRINGS, ARKANSAS
1-7-63





Airport R'

Rose of Sharon Ch

70



Hot Springs

Performance Trailer Mfg

John Owens St

John Owens St

270

2

Creative Keepsakes



Mug Shots Express

Bumper To Bumper Auto
Parts/Crow-Burlingame



Diamond Bank



Fast Track



Cedarcrest Poa

Weston Rd

Stearns Point Dr

off Loop

Lakeshore Dr

palestades Loop

Sanson St

Hamilton Shores
Condominiums

Halteria St

127 Bridgeview Circle

Lakest

Goodner Ln

Halteria St

Bridgeway Cr

70

Can Rd

Rd

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. 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: LAKE HAMILTON HOME BUYERS, VACATION RENTAL OWNERS & INVESTORS!

Incredible, 3 or 4BR/ 2BA Brick Home w/ 90+/- Ft. of Year-Round Deep-Water Lake Hamilton Frontage ~ Move-in Ready 2,358+/- SF, 2-Story Home ~ Excellent Location ~ Covered Boat Dock w/Swim Dock, Seawall & Poured Concrete Boardwalk ~ Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!

LAKE HAMILTON ABSOLUTE BRIDGEVIEW HOME AUCTION

**THURSDAY ~ NOVEMBER 14, 2019 ~ 12:00 P.M.
127 BRIDGEVIEW CIRCLE ~ HOT SPRINGS, AR 71913**

DIRECTIONS: From MLK Expwy. in Hot Springs, take Exit 2 (Airport Rd.) & head West on Airport Rd. ~ Take the First Left onto Lakeshore Dr. & go 1/4 Mile ~ Turn Right onto Halteria St. & Continue Straight into Bridgeview Subdivision on Bridgeview Circle ~ Watch for Auction Sign & Home on the Left.

REAL ESTATE DESCRIPTION: Conveniently Located on the Main Channel of Lake Hamilton Less than 1+/- Mile from Exit 2 on the MLK Expressway & Only 10 Minutes from Oaklawn Racing & Gaming Casino ~ This Recently Updated & Partially Remodeled 1978 Home is Visible from the Airport Road Bridge & Features Incredible Views of Lake Hamilton from the Upper Level Deck & the Multi-Tier Flagstone Patio ~ This Move-in Ready Home has been Well-Maintained & has a New HVAC System & All New LED Lighting Throughout the Home ~ **Upper Level** Consists of an Open Living Room/ Dining Room/ Kitchen w/Solid Wood Painted Cabinets ~ (2) Bedrooms ~ Full Bathroom ~ Laundry Closet & Storage Closet ~ **Lower Level** Consists of a Large Family Room Great for Entertaining w/Rock Corner Fireplace ~ Remodeled Master Bedroom w/New Oversized Walk-in Closet w/Built-ins ~ Incredible, Newly Remodeled Bathroom w/Subway Tile & Glass Shower, Dual Sinks & Granite Countertops ~ Large Bonus Room w/No Window Could be Used as a Game Room or 4th Bedroom ~ Workshop/Storage Room Accessed from Outside ~ Poured Concrete Parking Area & Attached Carport ~ Incredible Upper Level Deck & Multi-Level Flagstone Patio w/Incredible Views of the Lake ~ 4 Ft. Wide Poured Concrete Boardwalk & Lakeside Patio Along the Seawall ~ Single-Stall Covered Boat Dock w/Swim Dock, Boat Lift, Storage Closet & Lake Water Pump for Watering ~ All City Utilities Including Electricity, Water, Gas & Sewer ~ Hot Springs School District ~ **Offers Made Prior to Auction Day are Welcome!** ~ **REMEMBER, THIS INCREDIBLE LAKE HAMILTON HOME IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!** ~ For Additional Information, Interior & Exterior Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

AUCTIONEER'S NOTE: If you're looking for a Lake Hamilton home in a desirable subdivision on Lake Hamilton's main channel, with year-round water in a great location with a covered boat dock, don't miss this opportunity! This home would make an excellent primary residence, weekender/vacation home, or exceptional income producing VRBO property!

TERMS ON REAL ESTATE: \$30,000.00 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 ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ **Offers Prior to Auction Day are Welcome.**

INSPECTION: Property can be Viewed at Any Time ~ Contact Agent, **Doug Westgate at 501-815-4004/ doug@wilsonauctioneers.com** ~ Doors Open & Auctioneers will be On-site at 11:00 a.m. for Inspection on Auction Day.

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**