VAN BUREN COUNTY COURT ORDERED REAL ESTATE & EQUIPMENT AUCTION

On-Site & Online Auction

Wednesday | November 13, 2019 | 11:00 A.M.

15398 Highway 95 West | Cleveland, AR 72030

WilsonAuctioneers.com

October 16, 2019

Dear Prospective Buyer:

This 117+/- acre farm is in Cleveland, Arkansas, just 15 miles from Clinton. The property contains (2) homes, a barn, (3) large ponds, and fenced/cross fenced Bermuda pastures with a mile of Highway 95 frontage. This wonderful property will be offered in (5) Tracts on auction day. All mineral rights convey with the sale of this property.

Tract 1 is a 20+/- acre Bermuda pasture with over 700 feet of frontage along Highway 95.

Tract 2 contains 60+/- acres of fenced/cross fenced Bermuda pasture, (3) large ponds, 10+/- acres of hardwood timber, gas well, 45x95 foot barn, and has over a 1/2 mile of frontage along Highway 95.

Tract 3 is 32+/- acres of fenced pasture, 17+/- acres of timber, and 1,000+/- feet of Highway 95 frontage. This tract also has a gas well site.

Tract 4 has (2) homes sitting on 3.98+/- acres on the corner of Evans Lane and Highway 95. Home #1 is a 1,515+/- square foot, 3 bedroom/ 2 bath house that needs updating. Home #2 is a move-in ready, 2003 model, doublewide mobile home containing 1,546+/- square feet with 3 bedrooms/ 2 baths, a large master suite, matching appliances, and a wood-burning fireplace. This tract also has (3) storage buildings and a barn.

Tract 5 is 0.95+/- acres in the curve between Dayton Road and Highway 95. This tract has an old house that likely has no value.

If you have further questions after reviewing this information packet, please don't hesitate to call me, **Peter Guerin, at (501) 733-6795**. We look forward to working with you on auction day at ***15398 Highway 95 West in Cleveland, Arkansas at 11:00 a.m. on November 13th***.

Peter Guerin, Agent
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **(TRACTS 2 & 4) $10,000.00 ~ (TRACTS 1 & 3) $5,000.00 ~ (TRACT 5) $1,000.00 (Per Tract)** 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 are Welcome**.

CLOSING COMPANY: Cannaday Abstract & Title Company ~ Closing Agent: Vickie Whisenant ~ 232 Griggs Street, Clinton, Arkansas 72031 ~ (501) 745-2115 ~ Fax/ 745-6232.

GENERAL INFORMATION: **(TRACT 1)** 20+/- Acre Bermuda Pasture w/Over 700 Ft. of Frontage Along HWY 95 ~ **(TRACT 2)** 60+/- Acres of Fenced/Cross Fenced Bermuda Pasture, 3 Large Ponds, 10+/- Acres of Hardwood Timber, Gas Well, 45x95 Ft. Barn & Over a 1/2 Mile of Frontage Along HWY 95 ~ **(TRACT 3)** 32+/- Acres of Fenced Pasture, 17+/- Acres of Timber & 1,000+/- Ft. of HWY 95 Frontage ~ This Tract Also has a Gas Well Site ~ **(TRACT 4)** (2) Homes Sitting on 3.98+/- Acres on the Corner of Evans Lane & HWY 95 ~ Home #1 is a 1,515+/- SF, 3BR/ 2BA House that Needs Updating ~ Home #2 is a Move-in Ready, 2003 Model, Doublewide Mobile Home w/ 1,546+/- SF, 3BR/ 2BA w/a Large Master Suite, Matching Appliances & Wood-Burning Fireplace ~ This Tract Also has 3 Storage Buildings & a Barn ~ **(TRACT 5)** 0.95+/- Acres in the Curve between Dayton Road & HWY 95 ~ This Tract has an Old Home that Likely has No Value ~ All Mineral Rights Conveying w/Sale of the Property ~ **Offers Made Prior to Auction Day Are Welcome**

REAL ESTATE TAXES FOR YEAR 2018: $921.00 (entire property)

SCHOOL DISTRICT: Clinton

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, aerials, 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:

TRACTS 1, 2 & 3:

BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30 AND PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 15 WEST, OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH 87°47'59" EAST A DISTANCE OF 1272.98 FEET TO THE WEST RIGHT OF WAY OF ARKANSAS HIGHWAY 95; THENCE ALONG THE AFOREMENTIONED RIGHT OF WAY THE FOLLOWING COURSES: SOUTH 01°56'36" WEST A DISTANCE OF 1983.09 FEET TO A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG THE AFOREMENTIONED CURVE AN ARC LENGTH OF 573.52 FEET WITH A RADIUS OF 512.75 FEET HAVING A CHORD BEARING OF SOUTH 34°28'57" WEST WITH A CHORD LENGTH OF 544.09 FEET; THENCE SOUTH 72°16'11" WEST A DISTANCE OF 398.01 FEET TO A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG THE AFOREMENTIONED CURVE AN ARC LENGTH OF 399.46 FEET WITH A RADIUS OF 1460.00 FEET HAVING A CHORD BEARING OF SOUTH 85°10'30" WEST WITH A CHORD LENGTH OF 398.21 FEET; THENCE NORTH 87°39'39" WEST A DISTANCE OF 205.50 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE CONTINUING ALONG THE NORTH RIGHT OF WAY NORTH 87°59'27" WEST A DISTANCE OF 1330.01 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG SAID WEST LINE NORTH 01°52'25" EAST A DISTANCE OF 1330.30 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG THE NORTH LINE OF THE AFOREMENTIONED QUARTER, QUARTER SOUTH 88°07'42" EAST A DISTANCE OF 1329.25 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SAID SECTION 29; THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER NORTH 01°51'01" EAST A DISTANCE OF 1333.49 FEET TO THE **POINT OF BEGINNING**. CONTAINING 112.82 ACRES MORE OR LESS. THE BASIS OF BEARING FOR THIS SURVEY IS ARKANSAS COORDINATE SYSTEM, 1983, NORTH ZONE.

TRACT 4:

BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 15 WEST, OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER NORTH 01°53'50" EAST A DISTANCE OF 115.32 FEET TO THE NORTH RIGHT OF WAY OF ARKANSAS HIGHWAY 95 SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°53'50" EAST A DISTANCE OF 303.63 FEET; THENCE SOUTH 89°21'25" EAST A DISTANCE OF 475.07 FEET; THENCE SOUTH 00°38'35" WEST A DISTANCE OF 390.39 FEET TO THE AFOREMENTIONED RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 87°59'27" WEST A DISTANCE OF 111.47 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT AN ARC LENGTH OF 212.09 FEET WITH A RADIUS OF 705.51 FEET HAVING A CHORD BEARING OF NORTH 79°30'30" WEST WITH A CHORD LENGTH OF 211.29 FEET; THENCE NORTH 72°50'56" WEST A DISTANCE OF 169.30 FEET TO THE POINT OF BEGINNING. CONTAINING 3.98 ACRES MORE OR LESS. THE BASIS OF BEARING FOR THIS SURVEY IS ARKANSAS COORDINATE SYSTEM, 1983, NORTH ZONE.

TRACT 5:

PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (PT. NW¼ SW¼) OF SECTION THIRTY (30), TOWNSHIP TEN (10) NORTH, RANGE FIFTEEN (15) WEST, VAN BUREN COUNTY, ARKANSAS, DESCRIBED AS THE POINT OF BEGINNING BEING 244.2 FEET S 1° W OF THE NORTHWEST CORNER OF THE NW¼ SW¼ AND LOCATED IN THE CENTER OF THE INTERSECTION OF TWO COUNTY ROADS; FROM THIS POINT OF BEGINNING, RUN WITH THE CENTER OF THE COUNTY ROAD S 89°15'30" E 250.00 FEET; THENCE LEAVING THE ROAD S 1° W 52.17 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY #95; THENCE WITH THE RIGHT OF WAY LINE S 58° W 73.17 FEET; THENCE WITH THE RIGHT OF WAY S 50° W 80.42 FEET, THENCE WITH THE RIGHT OF WAY S 42°30' W 72.58 FEET; THENCE WITH THE RIGHT OF WAY S 34°30' W 81.58 FEET; THENCE CONTINUING WITH THE RIGHT OF WAY S 17° W 97.66 FEET TO THE CENTER OF COUNTY ROAD, THENCE LEAVING THE HIGHWAY RIGHT OF WAY N 1° E WITH THE CENTER OF THE COUNTY ROAD 357.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.95 ACRE, MORE OR LESS

BOUNDARY EXHIBIT

FOR

WILLIAM CHWALINSKI

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 NORTH, RANGE 15 WEST, OF THE 5TH PRINCIPAL MERIDIAN,

VAN BUREN COUNTY, ARKANSAS

500-10N-15W-0-30-130-71-1782

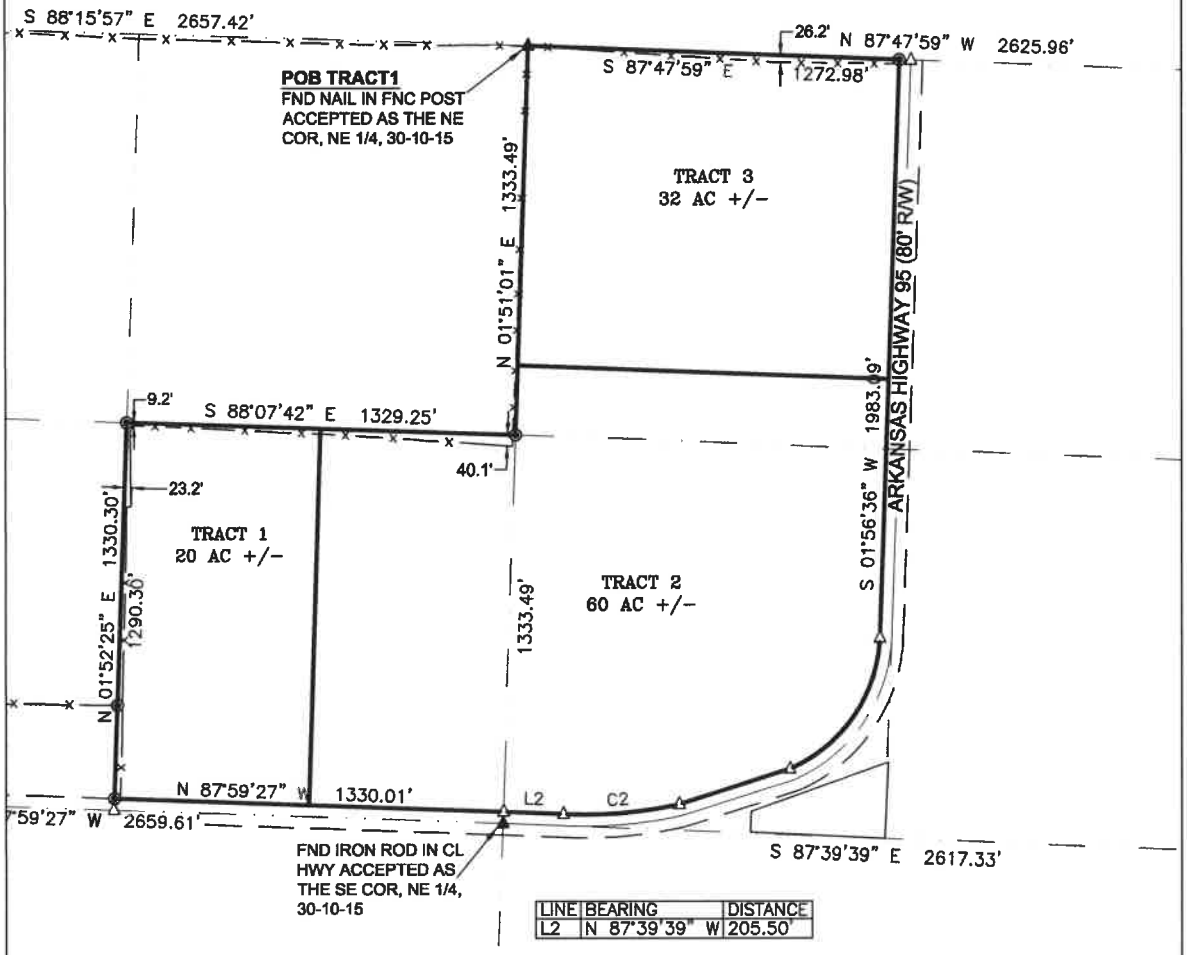
GENERAL SURVEY NOTES

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, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

2. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.

0 500'

SCALE IN US SURVEY FEET



LINE	BEARING	DISTANCE
L2	N 87°39'39" W	205.50'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C2	399.46'	1460.00'	15°40'34"	S 85°10'30" W	398.21'

LEGEND

- SET 5/8" REBAR WITH CAP (PS#1782)
- SET COTTON PICKER SPINDLE
- COMPUTED POINT
- FOUND SECTION CORNER AS DESCRIBED
- SURVEYED BOUNDARY LINE
- SECTION/TIE LINE
- FENCE (TYPE AS NOTED)
- CENTERLINE ROADWAY

TURNER PROFESSIONAL LAND SURVEYING
320 MOORES LAKE RD.
SCOTLAND, ARKANSAS 72141
501-499-3812

PROJECT #:	2017-0014
DATE OF SURVEY:	02/20/2017
DATE OF ISSUE:	11/12/2019
DRAWN BY:	BHT
CHECKED BY:	BHT

BOUNDARY SURVEY

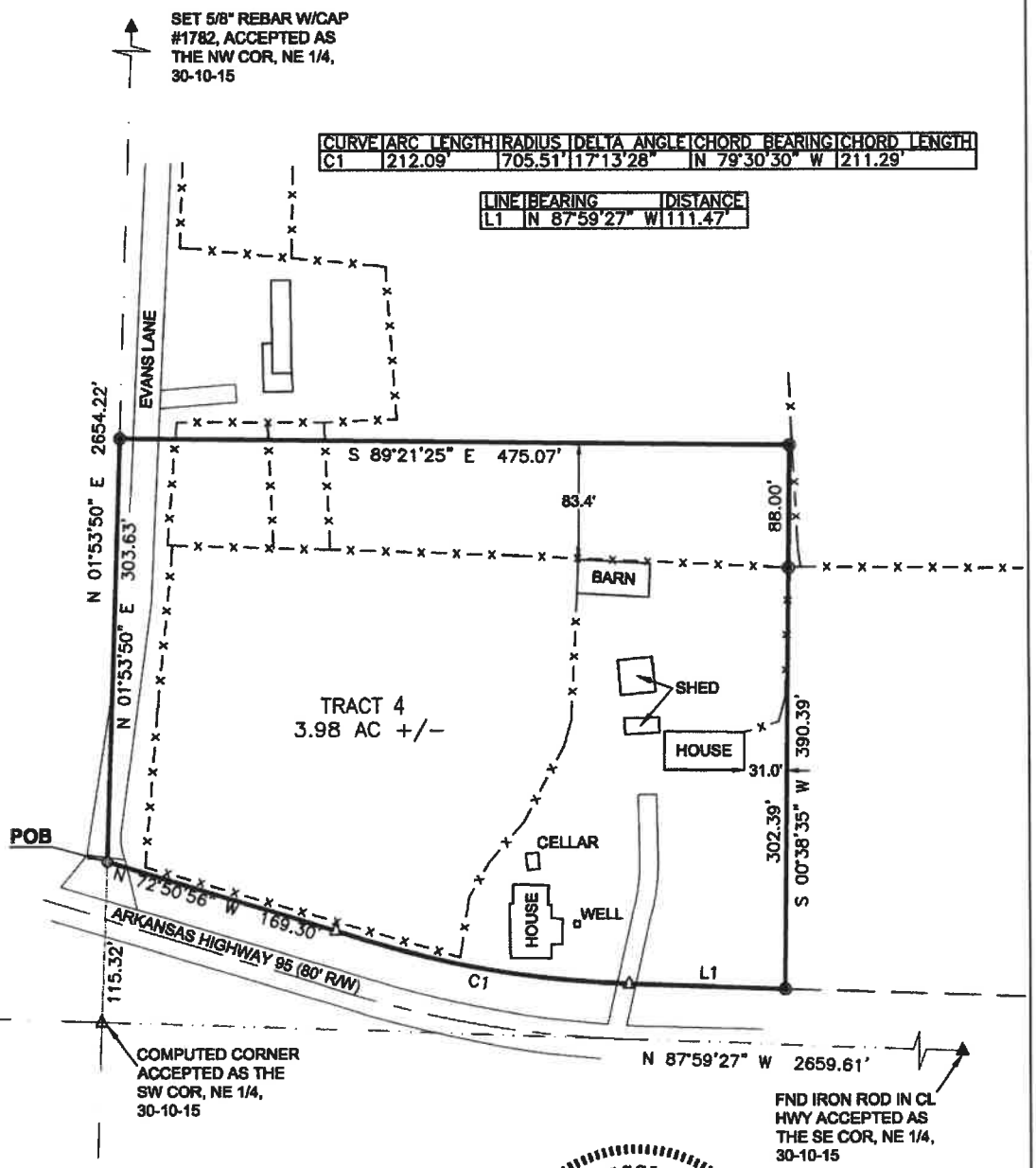
FOR

WILLIAM CHWALINSKI

BEING A PART OF THE NORTHEAST QUARTER OF SECTION 30
AND THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 10
NORTH, RANGE 15 WEST, OF THE 5TH PRINCIPAL MERIDIAN,
VAN BUREN COUNTY, ARKANSAS
500-10N-15W-0-30-130-71-1782

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	212.09'	705.51'	17°13'28"	N 79°30'30" W	211.29'

LINE	BEARING	DISTANCE
L1	N 87°59'27" W	111.47'



I, BRIAN H. TURNER, ARKANSAS LICENSED PROFESSIONAL SURVEYOR (PS#1782) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE SURVEY WAS COMPLETED USING RECORD DEED INFORMATION AS WELL AS PREVIOUS SURVEYS, MONUMENTS, AND PHYSICAL EVIDENCE LOCATED IN THE FIELD. ENCROACHMENTS, IF ANY ARE NOTED ON THE SURVEY.

LICENSED PROFESSIONAL SURVEYOR
STATE OF ARKANSAS
NO.1782
SIGNATURE
BRIAN H. TURNER

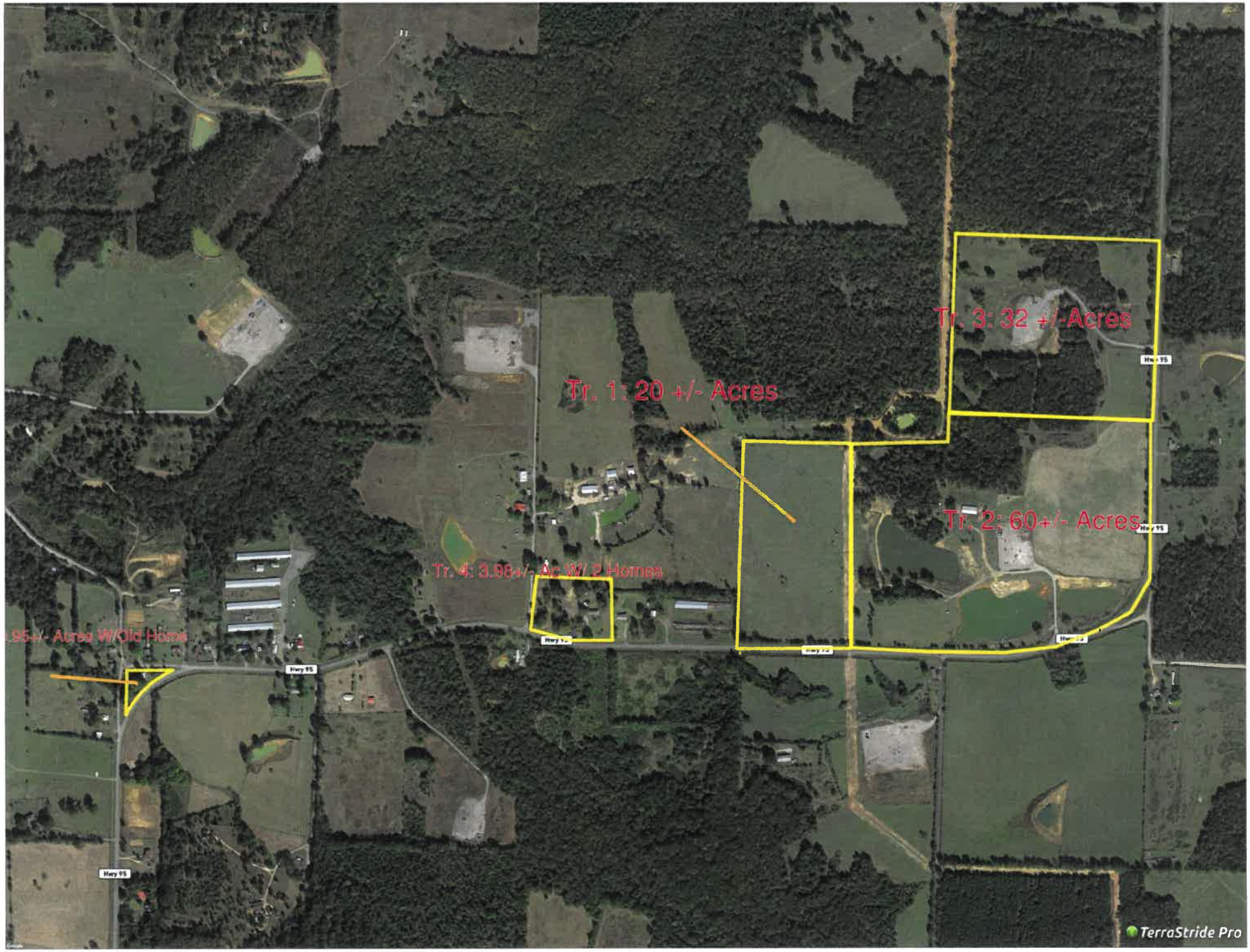
0 100'
SCALE IN US SURVEY FEET

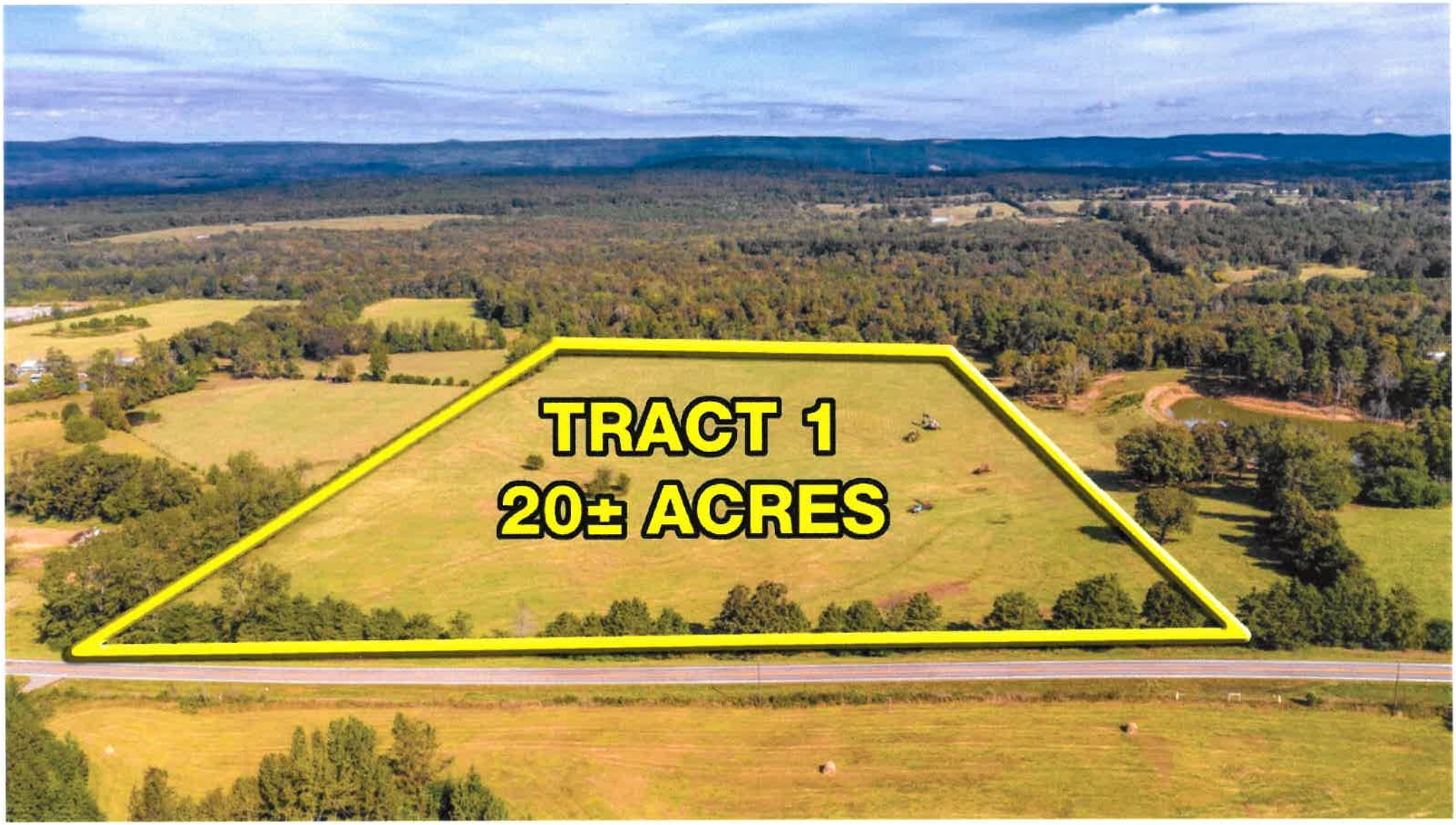
LEGEND

- SET 5/8" REBAR WITH CAP (PS#1782)
- SET COTTON PICKER SPINDLE
- COMPUTED POINT
- FOUND SECTION CORNER AS DESCRIBED
- SURVEYED BOUNDARY LINE
- SECTION/TIE LINE
- FENCE (TYPE AS NOTED)
- CENTERLINE ROADWAY

TURNER PROFESSIONAL LAND SURVEYING
320 MOORES LAKE RD.
SCOTLAND, ARKANSAS 72141
501-499-3812

PROJECT #:	2017-0014
DATE OF SURVEY:	02/20/2017
DATE OF ISSUE:	03/20/2017
DRAWN BY:	BHT
CHECKED BY:	BHT

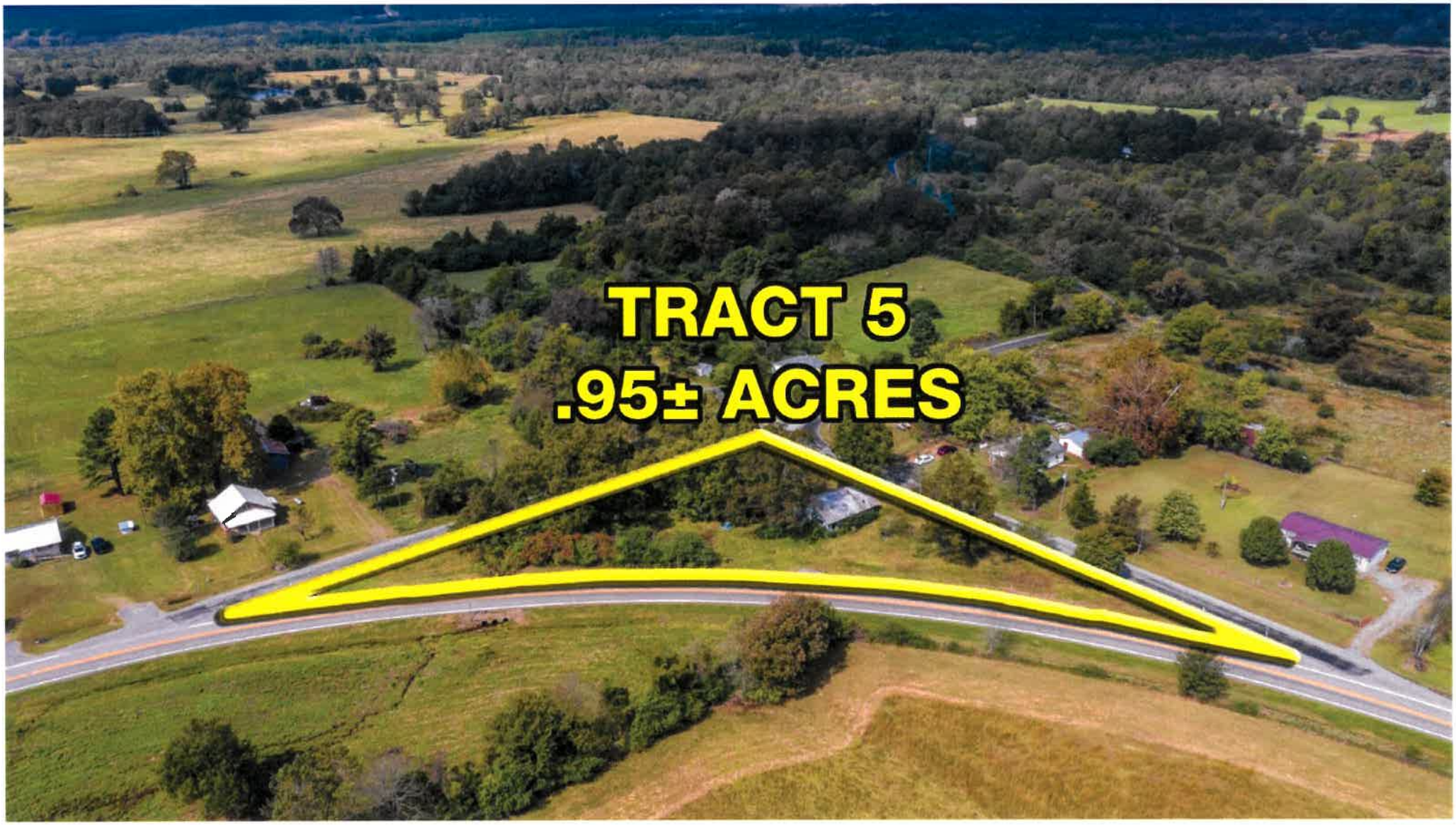

Tr. 3: 32 +/-Acres
Tr. 1: 20 +/- Acres
Tr. 2: 60+/- Acres
Tr. 4: 3.98+/- Ac W/ 2 Homes
95+/- Acres W/Old Home
Hwy 95
Hwy 95
Hwy 95
Hwy 95
TerraStride Pro

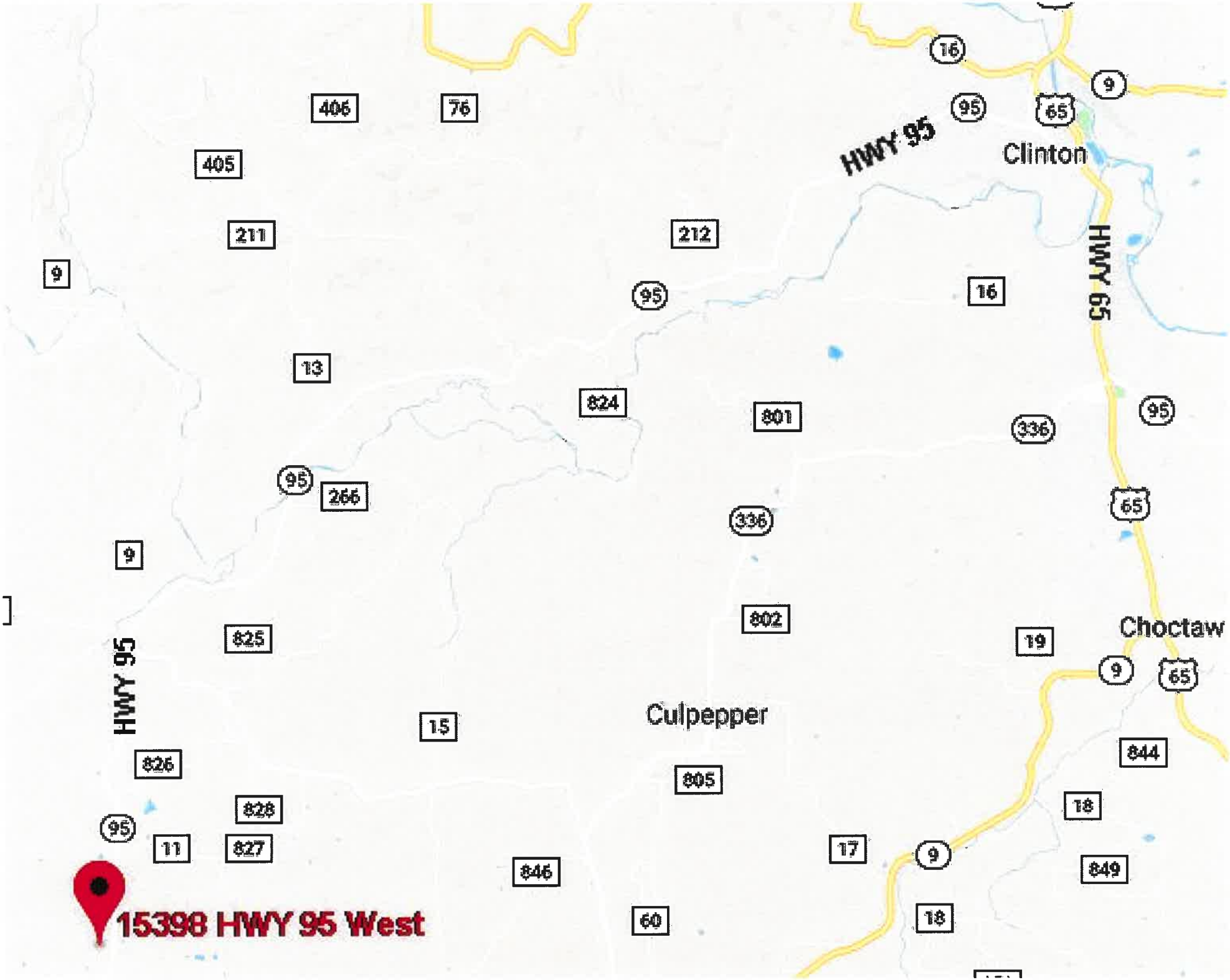

TRACT 1
20± ACRES

TRACT 2
60± ACRES

TRACT 3
32± ACRES

TRACT 4
2 HOMES
3.98± ACRES


TRACT 5
.95± ACRES


16
9
95
65
406
76
HWY 95
Clinton
405
211
212
HWY 65
9
95
16
13
824
801
336
95
95
266
336
65
9
802
Choctaw
825
19
9
65
HWY 95
Culpepper
15
844
826
805
828
18
95
11
827
17
9
846
849
15398 HWY 95 West
60
18

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 administrated 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.

Multi-Par Auction Method

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.

After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

Advantage of the Multi-Par Method

• No one is knocked out of bidding at any time. In phase II, you may bid on any tract or combination of tracts.

• You may combine any or all tracts in any grouping throughout phase II of the auction as well post new bids on any single tract bid or combination bids already posted.

• At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract. The High Bidders will have a star (*) beside their winning bid or combination.

• Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.

Helpful bidding tips

• Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all then bid when combination of tracts are permitted. Remember, any bid posted is considered active and could be back in winning position at any time during the auction.

• Don't wait to bid at the end… prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it is better to defend your position then to take it from someone else.

• Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction floor staff to help you with the math during the auction event.

ATTENTION: VAN BUREN COUNTY LAND BUYERS, HOME BUYERS, CATTLEMEN & INVESTORS!

Farm Located in Cleveland, Arkansas, just 15 Miles from Clinton & Consists of 117+/- Acres w/(2) Homes, Barn, (3) Large Ponds & Fenced/Cross Fenced Bermuda Pastures w/a Mile of HWY 95 Frontage! ~ This Wonderful Property Will be Offered in (5) Tracts on Auction Day w/Full Mineral Rights ~ Plus, John Deere Tractors, Round Bailer, Ford F150 Truck, Non-Running Dozers, Furniture & More ~ Live, Online Bidding Available!

VAN BUREN COUNTY COURT ORDERED REAL ESTATE & EQUIPMENT AUCTION

WEDNESDAY ~ NOVEMBER 13, 2019 ~ 11:00 A.M.

15398 HWY 95 WEST ~ CLEVELAND, AR 72030

DIRECTIONS: ***From the Junction of HWY 65B & HWY 95 W in Clinton, Travel West on HWY 95 Approx. 14.3 Mi. ~ Watch for Auction Signs & Property on the Right.***

REAL ESTATE DESCRIPTION: **(TRACT 1)** 20+/- Acre Bermuda Pasture w/Over 700 Ft. of Frontage Along HWY 95 ~ **(TRACT 2)** 60+/- Acres of Fenced/Cross Fenced Bermuda Pasture, 3 Large Ponds, 10+/- Acres of Hardwood Timber, Gas Well, 45x95 Ft. Barn & Over a 1/2 Mile of Frontage Along HWY 95 ~ **(TRACT 3)** 32+/- Acres of Fenced Pasture, 17+/- Acres of Timber & 1,000+/- Ft. of HWY 95 Frontage ~ This Tract Also has a Gas Well Site ~ **(TRACT 4)** (2) Homes Sitting on 3.98+/- Acres on the Corner of Evans Lane & HWY 95 ~ Home #1 is a 1,515+/- SF, 3BR/ 2BA House that Needs Updating ~ Home #2 is a Move-in Ready, 2003 Model, Doublewide Mobile Home w/ 1,546+/- SF, 3BR/ 2BA w/a Large Master Suite, Matching Appliances & Wood-Burning Fireplace ~ This Tract Also has 3 Storage Buildings & a Barn ~ **(TRACT 5)** 0.95+/- Acres in the Curve between Dayton Road & HWY 95 ~ This Tract has an Old Home that Likely has No Value ~ All Mineral Rights Conveying w/Sale of the Property ~ **Offers Made Prior to Auction Day Are Welcome** ~ **For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825**.

PARTIAL LIST OF PERSONAL PROPERTY: John Deere 5325 Cab Tractor, John Deere 457 Round Bailer, New Holland Hay Rake, 1997 Ford F150, 2004 Kia Sorento, Trailer Mounted Irrigation Pump, Several Non-Running Dozers, Dump Trucks, Grader, Back Hoe, Furniture, Stihl Weedeater, Stihl Chainsaw, Hand Tools, Power Tools, Riding Mower, LG Front Load Washer/Dryer & Rainbow Vac.

TERMS ON REAL ESTATE: **(TRACTS 2 & 4) $10,000.00 ~ (TRACTS 1 & 3) $5,000.00 ~ (TRACT 5) $1,000.00 (Per Tract)** 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 are Welcome**.

TERMS ON PERSONAL PROPERTY: Cash, Check & All Major Credit Cards Accepted ~ 10% Buyer's Premium.

INSPECTION: Home can be Inspected by **Appointment Only** ~ Drive by the Land Anytime ~ Contact Agent, ***Peter Guerin at 501-733-6795/ peter@wilsonauctioneers.com*** to View this Home Today! ~ **Doors Open & Auctioneers will be On-site 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 - AAL #4