110± ACRE WATTENSAW BAYOU FARM COURT ORDERED AUCTION

Tuesday
December 11, 2018
12:00 P.M.

633 D Plummer Road
Lonoke, Arkansas



- Prime 110± Acre Lonoke County Farm ~ Fenced & Cross Fenced
- 3BR/ 2BA Manufactured Home
- Family Owned Over 70 Years ~ 990± Ft. of Paved Road Frontage
- Over 1/2 Mile on Wattensaw Bayou
- Prime Duck Hunting in Flooded Timber of Bayou Bottomland
- **COURT ORDERED AUCTION TO SETTLE ESTATE!**

Wilson Real Estate Auctioneers INC.

WilsonAuctioneers.com

November 13, 2018

Dear Prospective Buyer:

This beautiful 110+/- acre working farm consists of 34+/- acres in improved pasture, 74+/- acres in timber and a 2+/- acre home site with a 1,779+/- square foot Cavalier Manufactured home built in 2003. This property is completely fenced, with the pasture also fenced and gated. The pristine Wattensaw Bayou meanders through the hardwood timber bottomland with holes for incoming waterfowl to rest and feed. The land provides excellent habitat for deer, turkey, and small game. There are 990+/- feet along D Plummer Road with utilities including electricity and municipal water at the road with meter set. This property also has well water connected to the house, and there are propane and a private septic system. The property also contains a small workshop with water closet and an additional storage building. This property has several beautiful sites to build your dream home.

If you have further questions after reviewing this information packet please don't hesitate to call me, **Gladys Webb, at (501) 766-0605**. We look forward to working with you on auction day at ***633 D Plummer Road in Lonoke, Arkansas at 12:00 p.m. on December 11th.***

Gladys Webb

Gladys Webb, CAI
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **$20,000.00** Cashier's Check **(NO EXCEPTIONS)** 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 are Welcome**.

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

GENERAL INFORMATION: Beautiful 110+/- Acre Working Farm Consisting of 34+/- Acres in Improved Pasture, 74+/- Acres in Timber & 2+/- Acre Home Site w/ 1,779+/- SF Cavalier Manufactured Home Built in 2003 ~ Property is Completely Fenced w/Pasture Fenced & Gated ~ Pristine Wattensaw Bayou Meanders Through the Hardwood Timber Bottomland w/Holes for Incoming Waterfowl to Rest & Feed ~ The Land Provides Excellent Habitat for Deer, Turkey & Small Game ~ 990+/- Ft. along D Plummer Road w/Utilities Including Electricity & Municipal Water at Road w/Meter Set ~ Well Water Connected to Home ~ Propane & Private Septic System ~ Small Workshop w/Water Closet & Additional Storage Building ~ Several Beautiful Sites to Build your Dream Home.

REAL ESTATE TAXES FOR YEAR 2017: $298.04

SCHOOL DISTRICT: 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, 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, per Warranty Deed from Gennie Peeples, ET AL to Lloyd Brown and Lorene Brown, dated May 18, 1945 and filed of record in Lonoke County May 23, 1945.

The following lands lying in the county of Lonoke and state of Arkansas, to-wit:

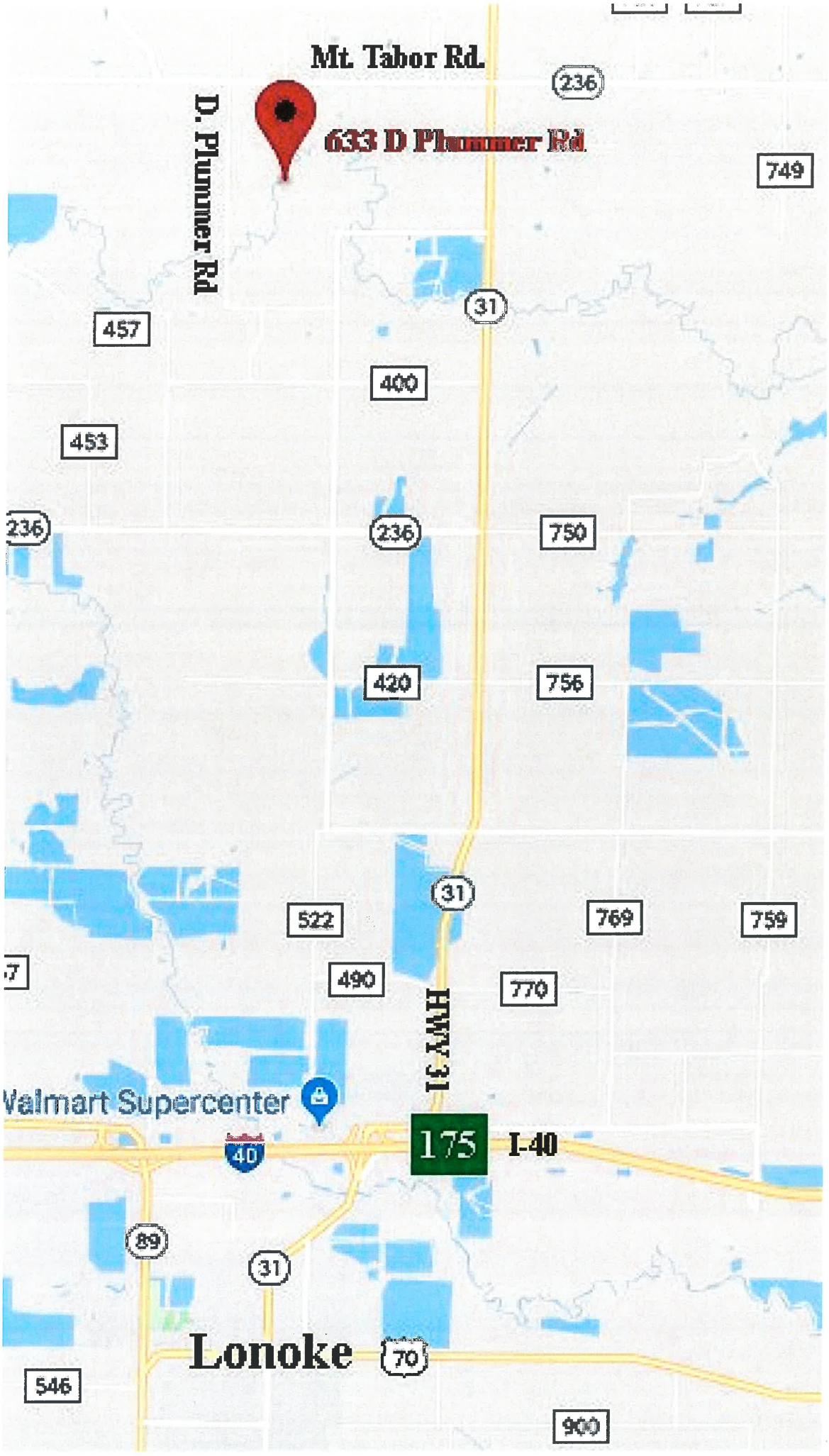
The west half of the southeast quarter (W1/2 SE1/4) of Section seven (7), township three (3) north, range eight (8) west,

and

The north thirty (30) acres of the northeast quarter of the southwest quarter (NE1/4 SW1/4) of Section seven (7), township 3 north, range 8 west, more fully described as follows: Beginning at the northeast corner of the southwest quarter (SW1/4) of said section seven (7), thence south 60 rods; thence west 80 rods; thence north 60 rods; thence east 80 rods to the point of beginning.

All of the above described lands containing one hundred ten (110) acres, more or less.




Mt. Tabor Rd.
D. Plummer Rd
633 D Plummer Rd
236
749
31
457
400
453
236
236
750
420
756
31
522
769
759
490
770
HWY 31
Walmart Supercenter
40
175
I-40
89
31
Lonoke
70
546
900

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.

ATTENTION: CATTLEMEN, DUCK HUNTERS, HOME BUYERS, REAL ESTATE INVESTORS!

Prime 110+/- Acre Lonoke County Farm ~ Fenced & Cross Fenced ~ 3BR/ 2BA Manufactured Home ~ Family Owned Over 70 Years ~ 990+/- Ft. of Paved Road Frontage ~ Over 1/2 Mile on Wattensaw Bayou ~ Prime Duck Hunting in Flooded Timber of Bayou Bottomland ~ Live, Online Bidding Available ~

COURT ORDERED AUCTION TO SETTLE ESTATE!

110+/- ACRE WATTENSAW BAYOU FARM
COURT ORDERED AUCTION

TUESDAY ~ DECEMBER 11, 2018 ~ 12:00 P.M.
633 D PLUMMER ROAD ~ LONOKE, AR

DIRECTIONS: ***From I-40 at Lonoke, Take Exit 175 (HWY 31) & Travel North on HWY 31 for 7.4 Mi. ~ Turn Left on Mt. Tabor Rd. & Travel 1.8 Mi. ~ Turn Left on D Plummer Rd. & Travel 1/2 Mi. ~ Watch for Property & Auction Signs on the Left.***

REAL ESTATE DESCRIPTION: Beautiful 110+/- Acre Working Farm Consisting of 34+/- Acres in Improved Pasture, 74+/- Acres in Timber & 2+/- Acre Home Site w/ 1,779+/- SF Cavalier Manufactured Home Built in 2003 ~ Property is Completely Fenced w/Pasture Fenced & Gated ~ Pristine Wattensaw Bayou Meanders Through the Hardwood Timber Bottomland w/Holes for Incoming Waterfowl to Rest & Feed ~ The Land Provides Excellent Habitat for Deer, Turkey & Small Game ~ 990+/- Ft. along D Plummer Road w/Utilities Including Electricity & Municipal Water at Road w/Meter Set ~ Well Water Connected to Home ~ Propane & Private Septic System ~ Small Workshop w/Water Closet & Additional Storage Building ~ Several Beautiful Sites to Build your Dream Home ~ **For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.**

AUCTIONEER'S NOTE: This well-maintained farm is just 35 minutes east of Little Rock. If you are looking for a beautiful piece of land to build a home or a peaceful retreat for hunting and fishing, make plans to see this property!

TERMS ON REAL ESTATE: **$20,000.00** Cashier's Check **(NO EXCEPTIONS)** 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 are Welcome.**

INSPECTION: Property can be Inspected Anytime ~ Contact Broker, ***Gladys Webb at 501-766-0605/ gladys@wilsonauctioneers.com*** for Additional Information ~ **Auctioneers will be On-site at 11:00 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