

# MURRAY MANOR ABSOLUTE 21± ACRE HOBBY FARM & PERSONAL PROPERTY AUCTION

Wednesday ~ December 5, 2018 ~ 10:00 A.M.  
1999 Bettis Mountain Road ~ Quitman, Arkansas



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



- 21± Acre Hobby Farm w/ 3,120± SF, 3BR/ 2.5BA Remodeled & Updated Home
- 50% Minerals Rights ~ 48x54 Ft. Metal Barn ~ Large Shop ~ (2) Ponds
- Also Selling, John Deere Tractors & Several Implements, 1979 Lincoln, Power Tools, Shop & Yard Tools, Furniture, Household Items, Collectibles & More
- Everything Selling Regardless of Price to the Highest Bidder on Auction Day!

November 7, 2018

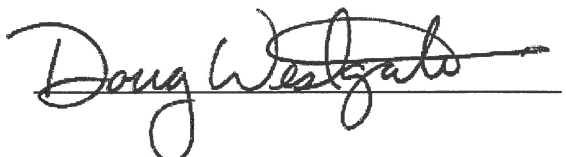
Dear Prospective Buyer:

Murray Manor is an absolute showplace, mostly cleared, level, and fenced with a gated entrance, (2) ponds, and abundant wildlife. The 21+/- acres contains a move-in ready, 3,120+/- square foot, 3 bedroom/ 2.5 bathroom remodeled and updated home with a 2-car attached portico/carport and circle drive. There is a 48x54 foot metal barn with a concrete floor and overhead door and attached cattle working pen. The cinder block shop building has an overhead door, bathroom, fluorescent lighting, and an air compressor. There is also a guest cabin/man cave, detached 2-car garage and storage building, and a metal storage building on this property. The home features a rock exterior, arched interior doorways, hardwood flooring throughout, designer lighting fixtures, and chandeliers throughout and Jeld-Wen windows and doors. This home is in the Quitman School District. Well water, electricity, and septic system are available. Fifty percent (50%) mineral rights will convey with the property.

The **main level** consists of an entry foyer and a large living room with sliding door access to the new back deck with incredible views. The gourmet kitchen has Corian countertops, custom oak cabinets, GE profile appliances including double oven, flat top stove, dishwasher, microwave, and side-by-side fridge. The spacious dining area has a picture window. The master suite has a walk-in closet and a private bath with a custom dual vanity, Whirlpool tub, and a separate enclosed shower. The utility room has a sink and a broom closet, and there is a half bath on this level.

The **lower level** consists of a large open room great for entertaining featuring knotty pine exposed beams, and tongue and groove walls and ceilings, a wet bar and rustic stone gas log fireplace. The 2nd and 3rd bedrooms are on this level and a full bathroom. There is also a 12x40 foot enclosed sunroom.

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 **1999 Bettis Mountain Road in Quitman, Arkansas at 10:00 a.m. on December 5th.**

A handwritten signature in black ink that reads "Doug Westgate". The signature is written in a cursive style and is positioned above a horizontal line.

Doug Westgate, Agent  
Wilson Real Estate Auctioneers, Inc.

## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** \$30,000.00 Cashier's Check (NO EXCEPTIONS) 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:** Waco Title Company ~ Closing Agent: Stephanie Nicholson ~ 701 Locust Street, Conway, Arkansas 72034 ~ (501) 548-3201 ~ Fax/ 548-3254.

**GENERAL INFORMATION:** Murray Manor is an Absolute Showplace, Mostly Cleared, Level & Fenced w/Gated Entrance, (2) Ponds & Abundant Wildlife ~ The 21+/- Acres Contains a Move-in Ready, 3,120+/- SF, 3BR/ 2.5BA Remodeled & Updated Home w/ 2-Car Attached Portico/Carport & Circle Drive ~ 48x54 Ft. Metal Barn w/Concrete Floor & Overhead Door w/Attached Cattle Working Pen ~ Cinder Block Shop Building w/Overhead Door, Bathroom, Fluorescent Lighting & Air Compressor ~ Guest Cabin/Man Cave ~ Detached 2-Car Garage & Storage Building ~ Metal Storage Building ~ Home Features a Rock Exterior, Arched Interior Doorways, Hardwood Flooring Throughout, Designer Lighting Fixtures & Chandeliers Throughout & Jeld-Wen Windows & Doors ~ **Main Level** Consists of an Entry Foyer ~ Large Living Room w/Sliding Door Access to New Back Deck w/Incredible Views ~ Gourmet Kitchen w/Corian Countertops, Custom Oak Cabinets, GE Profile Appliances Including Double Oven, Flat Top Stove, Dishwasher, Microwave & Side-by-Side Fridge ~ Spacious Dining Area w/Picture Window ~ Master Suite w/Walk-in Closet & Private Bath w/Custom Dual Vanity, Whirlpool Tub & Separate Enclosed Shower ~ Utility Room w/Sink & Broom Closet ~ Half Bath ~ **Lower Level** Consists of a Large Open Room Great for Entertaining Featuring Knotty Pine Exposed Beams & Tongue & Groove Walls & Ceilings, Wet Bar & Rustic Stone Gas Log Fireplace ~ 2nd & 3rd Bedrooms ~ Full Bath ~ 12x40 Ft. Enclosed Sunroom ~ Quitman School District ~ Well Water, Electricity & Septic System ~ 50% Mineral Rights Convey ~ **Remember, it's Selling Regardless of Price on Auction Day!**

**REAL ESTATE TAXES FOR YEAR 2017:** \$1,493.00

**SCHOOL DISTRICT:** Quitman

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:**

**LEGAL NO. ONE:**

**A TRACT SITUATED IN NE 1/4 NE 1/4 OF SECTION 10 AND NW 1/4 NW 1/4 OF SECTION 11, ALL IN T-9-N, R-11-W, CLEBURNE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF AFORESAID NW 1/4 NW 1/4 OF SECTION 11, AND PROCEEDING S 87 DEGREES 48' 27" E 701.36 FEET ALONG SECTION LINE; THENCE DEPART SECTION LINE S 00 DEGREE 40' 05" W 1321.71 FEET TO THE SOUTH LINE OF NW 1/4 NW 1/4; THENCE N 88 DEGREES 09' 13" W 592.13 FEET ALONG THE SOUTH LINE OF NW 1/4 NW 1/4; THENCE N 03 DEGREES 19' 39" E 504.68 FEET; THENCE N 88 DEGREES 09' 13" W 168.00 FEET; THENCE N 03 DEGREES 19' 39" E 122.86 FEET; THENCE S 88 DEGREES 25' 08" E 29.74 FEET TO SECTION LINE; THENCE N 00 DEGREE 40' 05" E 698.35 FEET TO THE POINT OF BEGINNING, CONTAINING 20.00 ACRES, AND BEING SUBJECT TO EXISTING ROADWAY AND UTILITY EASEMENTS.**

**LEGAL NO. TWO:**

**A TRACT SITUATED IN SW 1/4 SW 1/4 OF SECTION 2, T-9-N, R-11-W, CLEBURNE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SW 1/4 SW 1/4 AND PROCEEDING N 03 DEGREES 00' 00" E 160.00 FEET; THENCE S 74 DEGREES 55' 05" E 717.18 FEET TO THE SOUTH LINE OF SW 1/4 SW 1/4; THENCE N 87 DEGREES 48' 27" W 701.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.29 ACRES, MORE OR LESS.**



**1099 Bettis Mountain Rd.**



**Sawmill Rd.**

**Bettis Mountain Rd.**

(16)

(25)

(107)

(2)

(107)

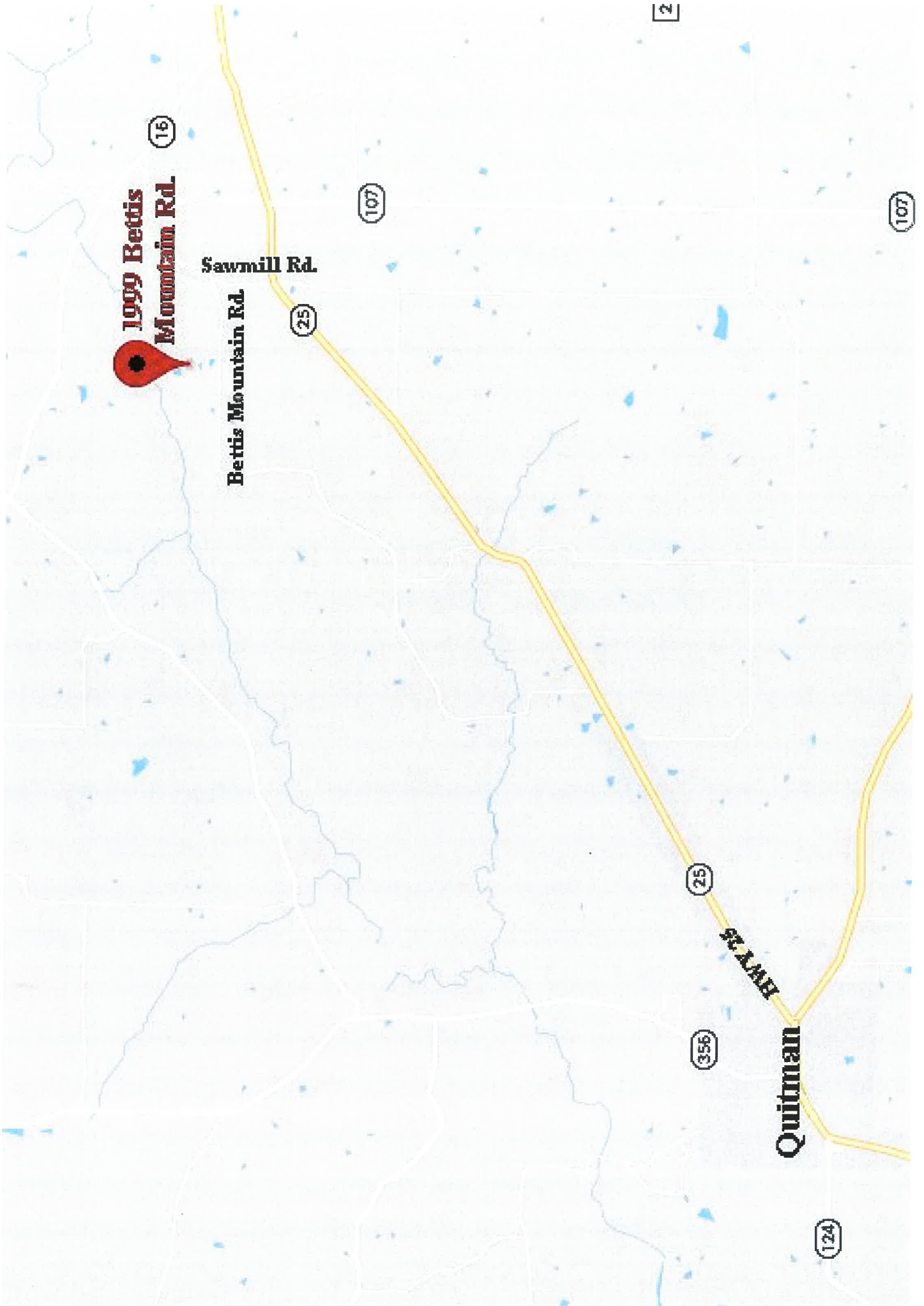
(25)

(356)

**HWY 35**

**Quitman**

(124)



# 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.

21+/- Acre Hobby Farm w/ 3,120+/- SF, 3BR/ 2.5BA Remodeled & Updated Home ~ 50% Minerals Rights ~ 48x54 Ft. Metal Barn ~ Large Shop ~ (2) Ponds ~ Also Selling, John Deere Tractors & Several Implements, 1979 Lincoln, Power Tools, Shop & Yard Tools, Furniture, Household Items, Collectibles & More ~ **EVERYTHING SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

# **MURRAY MANOR ABSOLUTE 21+/- ACRE HOBBY FARM & PERSONAL PROPERTY AUCTION**

**WEDNESDAY ~ DECEMBER 5, 2018 ~ 10:00 A.M.**  
**1999 BETTIS MOUNTAIN ROAD ~ QUITMAN, AR**

**DIRECTIONS:** From the Post Office in Quitman, Travel 5 Mi. North on HWY 25 ~ Turn Left on Sawmill Rd. & Travel 1/2 Mi. ~ Turn Left on Bettis Mtn. Rd. & Travel 3/4 Mi. ~ Watch for Property & Auction Signs on the Right.

**REAL ESTATE DESCRIPTION:** Murray Manor is an Absolute Showplace, Mostly Cleared, Level & Fenced w/Gated Entrance, (2) Ponds & Abundant Wildlife ~ The 21+/- Acres Contains a Move-in Ready, 3,120+/- SF, 3BR/ 2.5BA Remodeled & Updated Home w/ 2-Car Attached Portico/Carport & Circle Drive ~ 48x54 Ft. Metal Barn w/Concrete Floor & Overhead Door w/Attached Cattle Working Pen ~ Cinder Block Shop Building w/Overhead Door, Bathroom, Fluorescent Lighting & Air Compressor ~ Guest Cabin/Man Cave ~ Detached 2-Car Garage & Storage Building ~ Metal Storage Building ~ Home Features a Rock Exterior, Arched Interior Doorways, Hardwood Flooring Throughout, Designer Lighting Fixtures & Chandeliers Throughout & Jeld-Wen Windows & Doors ~ **Main Level** Consists of an Entry Foyer ~ Large Living Room w/Sliding Door Access to New Back Deck w/Incredible Views ~ Gourmet Kitchen w/Corian Countertops, Custom Oak Cabinets, GE Profile Appliances Including Double Oven, Flat Top Stove, Dishwasher, Microwave & Side-by-Side Fridge ~ Spacious Dining Area w/Picture Window ~ Master Suite w/Walk-in Closet & Private Bath w/Custom Dual Vanity, Whirlpool Tub & Separate Enclosed Shower ~ Utility Room w/Sink & Broom Closet ~ Half Bath ~ **Lower Level** Consists of a Large Open Room Great for Entertaining Featuring Knotty Pine Exposed Beams & Tongue & Groove Walls & Ceilings, Wet Bar & Rustic Stone Gas Log Fireplace ~ 2nd & 3rd Bedrooms ~ Full Bath ~ 12x40 Ft. Enclosed Sunroom ~ Quitman School District ~ Well Water, Electricity & Septic System ~ 50% Mineral Rights Convey.

**PARTIAL LIST OF PERSONAL PROPERTY:** 1979 1-Owner Lincoln Continental Collectors Series ~ John Deere Items Including JD 4700 Farm Tractor (1,374 hrs.) w/Canopy & Front End Loader, JD 445 Tractor (452 hrs.) w/Front End Loader, JD Z330A ZTR Mower (1,544 hrs.), Like New JD Implements Including JD 48 Backhoe Attachment w/(2) Buckets, JD 272 Grooming Mower, JD 7 ft. Front Blade Plow, JD 51" Broom Sweeper, JD Tiller, JD 54" Blade, JD 200 Lb. Bagger & JD Metal Utility Cart ~ 20 Ft. Tandem Axle Trailer ~ Snapper ST1842 Mower ~ DR All-Terrain Mower ~ NIB Honda GC160 Motor ~ Garden Tiller w/Attachments ~ Pull behind Fertilizer Sprayers ~ Cement Mixer ~ Concrete Vibrator ~ Welder & Supplies ~ (3) Reddy Shop Heaters ~ Air Compressor ~ Drill Press ~ Pressure Washer ~ Battery Charger ~ 4,000 Lb. Hydraulic Motor Lift ~ Shop Fan ~ Pipe Threader ~ Sump Pumps ~ Several Craftsman Rolling Tool Boxes ~ Power, Hand & Yard Tools of All Types ~ Ladders ~ Scaffolding ~ Shop Vac ~ 100 Lb. Propane Tanks ~ Chain Saw ~ Weed Eater ~ Large Lot of Wrought Iron Fencing & Ornaments ~ (5) Iron Hose Reels ~ Dent Puller ~ Electrical Supplies ~ Big Jon Deep Troller, Fishing Rods & Reels ~ Huge Lot of Leather & Leatherworking Tools, Patterns & Supplies ~ Dozens of Concrete Yard Ornaments ~ Patio Furniture ~ Household Items Including Top Quality Georgian King Bedroom Suite ~ Double Pedestal Dining Table & (8) Matching Chairs ~ Buffet Cart ~ Curio Cabinets ~ Side Tables ~ Lamps ~ Taxidermy Fish & Fishing Themed Décor ~ Glass Top LR Tables ~ (2) New Gas Log Sets ~ New Kohler Commode ~ Maytag Washer & Dryer ~ Kitchen Full of Small Appliances, Cookware, Serveware, China & Glassware ~ Ceramics ~ Collectibles & Much More! ~ **REMEMBER, EVERYTHING INCLUDING THE REAL ESTATE IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!** ~ 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:** \$30,000.00 Cashier's Check (**NO EXCEPTIONS**) 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 & Major Credit Cards Accepted Day of Auction ~ 10% Buyer's Premium.

**INSPECTION:** Contact Agent, **Doug Westgate at 501-815-4004/ [doug@wilsonauctioneers.com](mailto:doug@wilsonauctioneers.com)** to View this Incredible Property Today! ~ Doors Open & Auctioneers will be On-site at 8:00 a.m. 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](http://WilsonAuctioneers.com) - AAL #4