

HOT SPRING COUNTY ABSOLUTE REAL ESTATE AUCTION

Tuesday ~ January 8, 2019 ~ 2:00 P.M.
AUCTION LOCATION:

326 East Page Avenue ~ Malvern, AR

- 3,116± SF Office Building on 1.3± Acres, Plus (6) Residential Lots on HWY 9 South & 5± Acres Next to Malvern Manor Apartments in the Middle of Downtown Malvern
- Selling Regardless of Price to the Highest Bidder!

**Family
Dollar**

McDonald's

EAST PAGE AVENUE

**TRACT
1**

SECTION LINE STREET

Wilson
Real Estate
& Auctioneers, INC.

WilsonAuctioneers.com

December 5, 2019

Dear Prospective Buyer:

Tract 1, 326 East Page Avenue, was built approximately in 1935 and the property housed Young Real Estate and Insurance for many years. This 1.5 story brick and frame building consists of 3,116+/- square feet and is divided into multiple offices, restrooms, (2) reception areas, and a walk-in vault. The building is centrally heated and cooled and has a security system. This site is approximately 1.3+/- acres with public utilities. There is asphalt parking in the rear for approximately 15 cars, with an exit onto Section Line Street. This property on East Page Avenue is across from McDonald's and next door to Family Dollar.

Tract 2 contains (6) residential lots, which are level contiguous building lots in the Hollywood Subdivision on Highway 9 South. These lots have public water, and on-site septic systems are required.

Tract 3 contains 5+/- commercial acres, that is immediately north of Malvern Manor Apartments, and fronting on Highway 9. This acreage tract is partially timbered and Zoned C-3.

All three tracts are selling regardless of price 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 the Auction Location **326 East Page Avenue in Malvern, Arkansas at 2:00 p.m. on January 8th**.



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

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **(TRACT 1) \$7,000.00 ~ (TRACT 2) \$3,000.00 ~ (TRACT 3) \$3,000.00**, All in the Form of a 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 ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

CLOSING COMPANY: Jefferson Title Company, LLC ~ Closing Agent: Kay Beverly ~ 715 W. 5th Avenue, Pine Bluff, Arkansas 71601 ~ (870) 540-4927 ~ Fax/ 540-1267.

GENERAL INFORMATION: (TRACT 1) ~ 326 East Page Avenue: Built Approx. in 1935, this Property Housed Young Real Estate & Insurance for Many Years ~ This 1.5 Story Brick & Frame Building Consists of 3,116+/- SF & is Divided into Multiple Offices, Restrooms, (2) Reception Areas & a Walk-in Vault ~ The Building is Centrally Heated & Cooled & has a Security System ~ This Site is Approx. 1.3+/- Acres w/Public Utilities ~ Asphalt Parking in the Rear for Approx. 15 Cars, w/an Exit onto Section Line Street ~ This Property on East Page Avenue is Across from McDonald's & Next Door to Family Dollar.

(TRACT 2) ~ (6) Residential Lots: Level Contiguous Building Lots in the Hollywood Subdivision on HWY 9 South ~ Lots w/Public Water, On-site Septic Systems are Required.

(TRACT 3) ~ 5+/- Commercial Acres: Immediately North of Malvern Manor Apartments, Fronting on HWY 9 ~ This Acreage Tract is Partially Timbered & Zoned C-3 ~ **Remember, All Tracts are Selling Regardless of Price on Auction Day!**

REAL ESTATE TAXES FOR YEAR 2017:

(Tract 1) \$1,637.48

(Tract 2) \$109.81

(Tract 3) \$66.61

SCHOOL DISTRICT: Malvern

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.

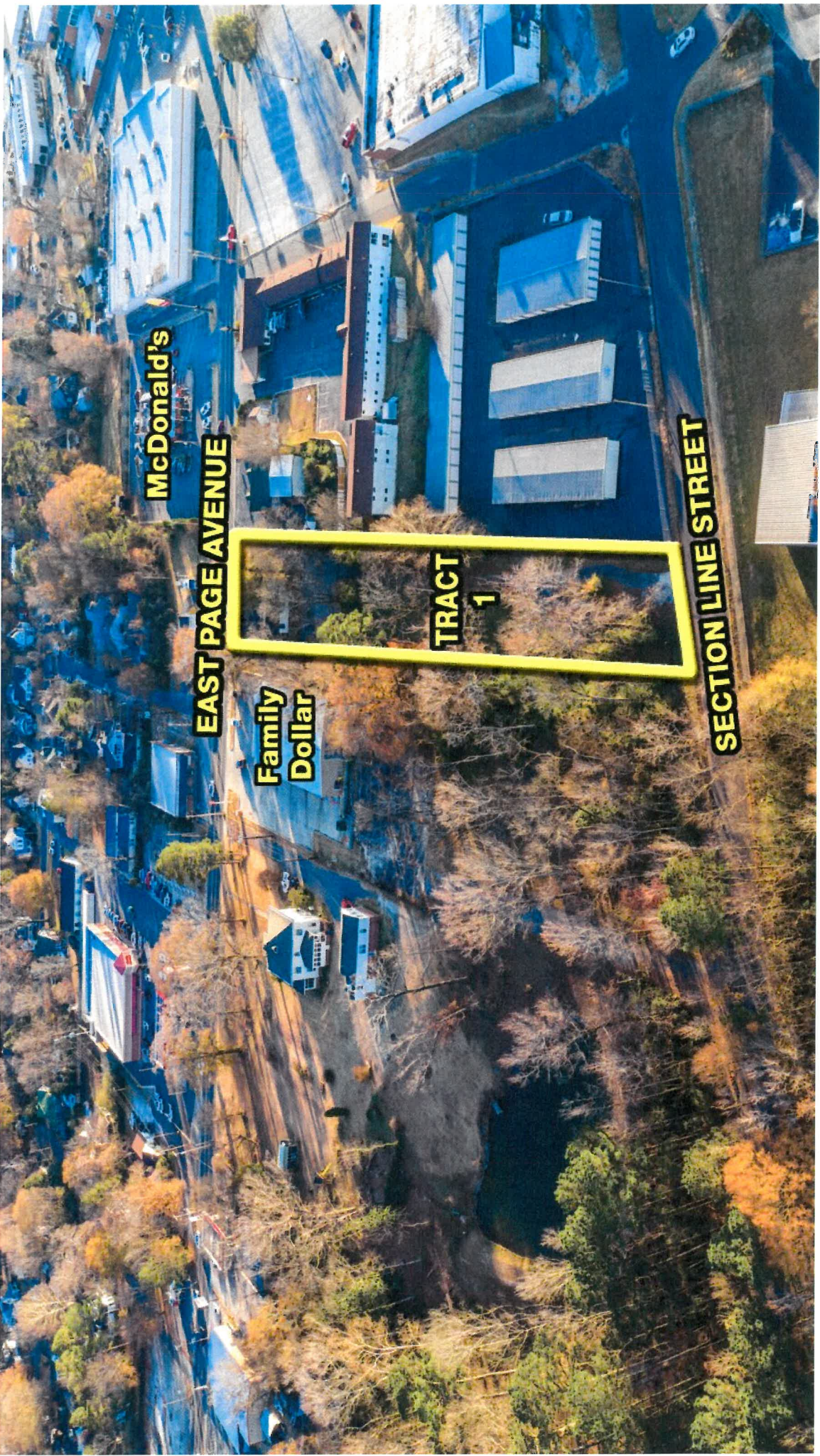
LEGAL DESCRIPTIONS:

Tract 1 – 326 East Page Avenue: Lot 3 in Block 93 of Lund and Hill (Original Town) Addition to the City of Malvern, Arkansas

Tract 2 – Part of the Southeast Quarter (SE ½) of the Northwest Quarter (NW ¼) of Section 26, Township 4 South, Range 17 West, described as follows: Commencing at the Southwest corner of the said Southeast Quarter (SE ½) of the Northwest Quarter (NW ¼) of Section 26, Township 4 South, Range 17 West, thence North 87 degrees 35 minutes West 100 feet; thence North 00 degrees 25 minutes East 523.91 feet to the point of beginning; thence continue North 00 degrees 25 minutes East 215 feet; thence South 79 degrees 45 minutes 640.23 feet; thence South 11 degrees 51 minutes East 339.91 feet; thence South 32 degrees 13 minutes East 111.73 feet; thence South 13 degrees 05 minutes East 142.24 feet; thence North 45 degrees 25 minutes East 160.5 feet; thence North 00 degrees 25 minutes East 354 feet to the center of an existing creek; thence Easterly following the meanderings of said creek to the point of beginning, containing 4.51 acres, more or less; and

Part of the Southeast Quarter (SE ½) of the Northwest Quarter (NW ¼) of Section 26, Township 4 South, Range 17 West, described as follows: Commencing at the Northeast corner of the said Southeast Quarter (SE ½) of the Northwest Quarter (NW ¼) of Section 26, Township 4 South, Range 17 West, thence south along the East side of Texas Street 576 feet; thence South 76 degrees West 745 feet; thence South 18 degrees East 15 feet, more or less, to the center of Creek, and the point of beginning of this conveyance; thence Southwesterly , following the center of Creek 177 feet to the Easterly right-of-way of Highway #9; thence Southeasterly along said Highway right-of-way 278 feet; thence North 18 degrees West 330 feet to the point of beginning for this description, containing ½ acre, more or less and being in the shape of a triangle.

Tract 3 – Lots 14, 15, 16, 17, 18, & 20 of Hollywood Subdivision of part of the East Half (E ½) of the Northwest Quarter (NW ¼) of Section 1, Township 5 South, Range 17 West.



McDonald's

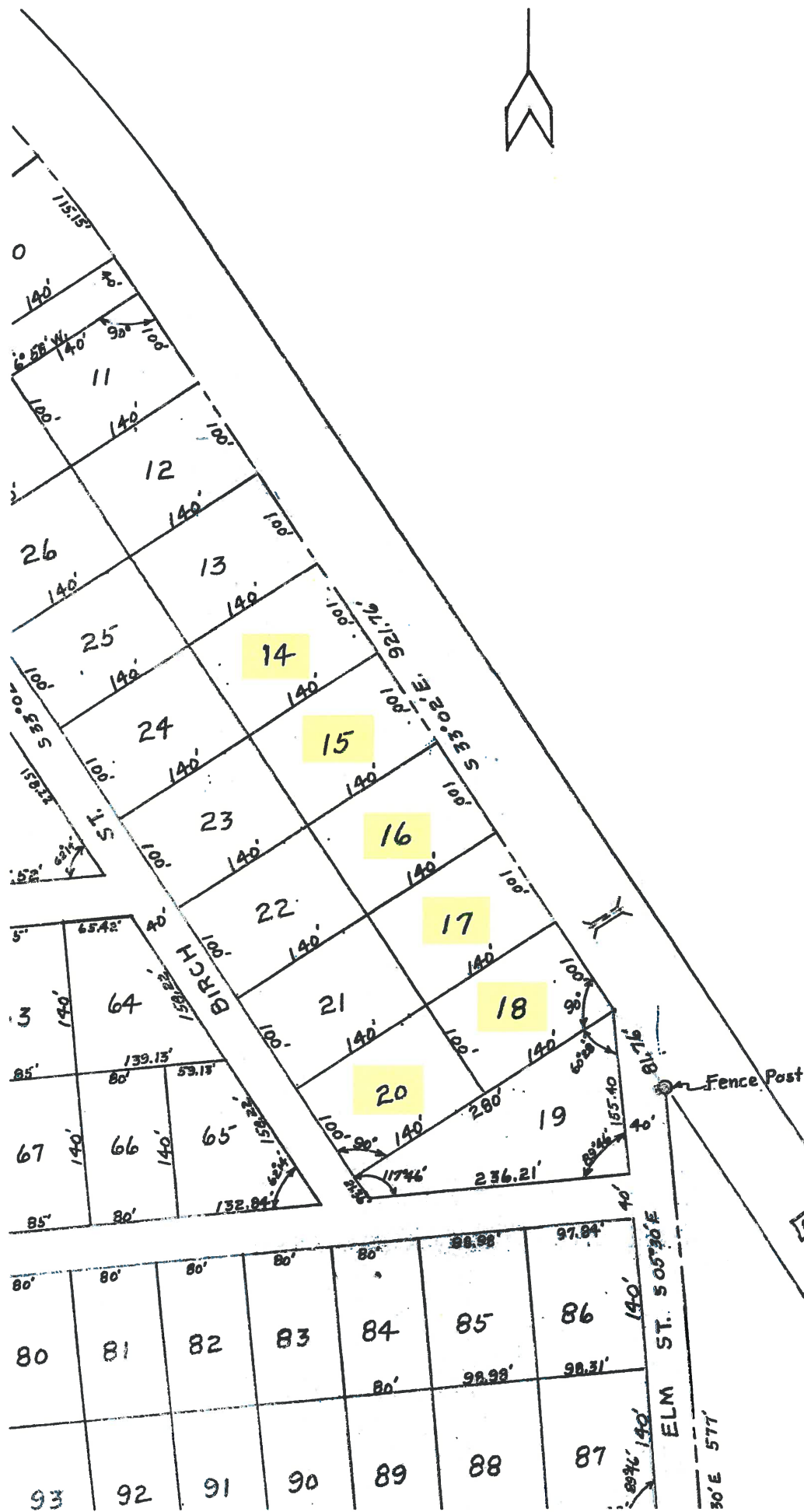
EAST PAGE AVENUE

Family Dollar

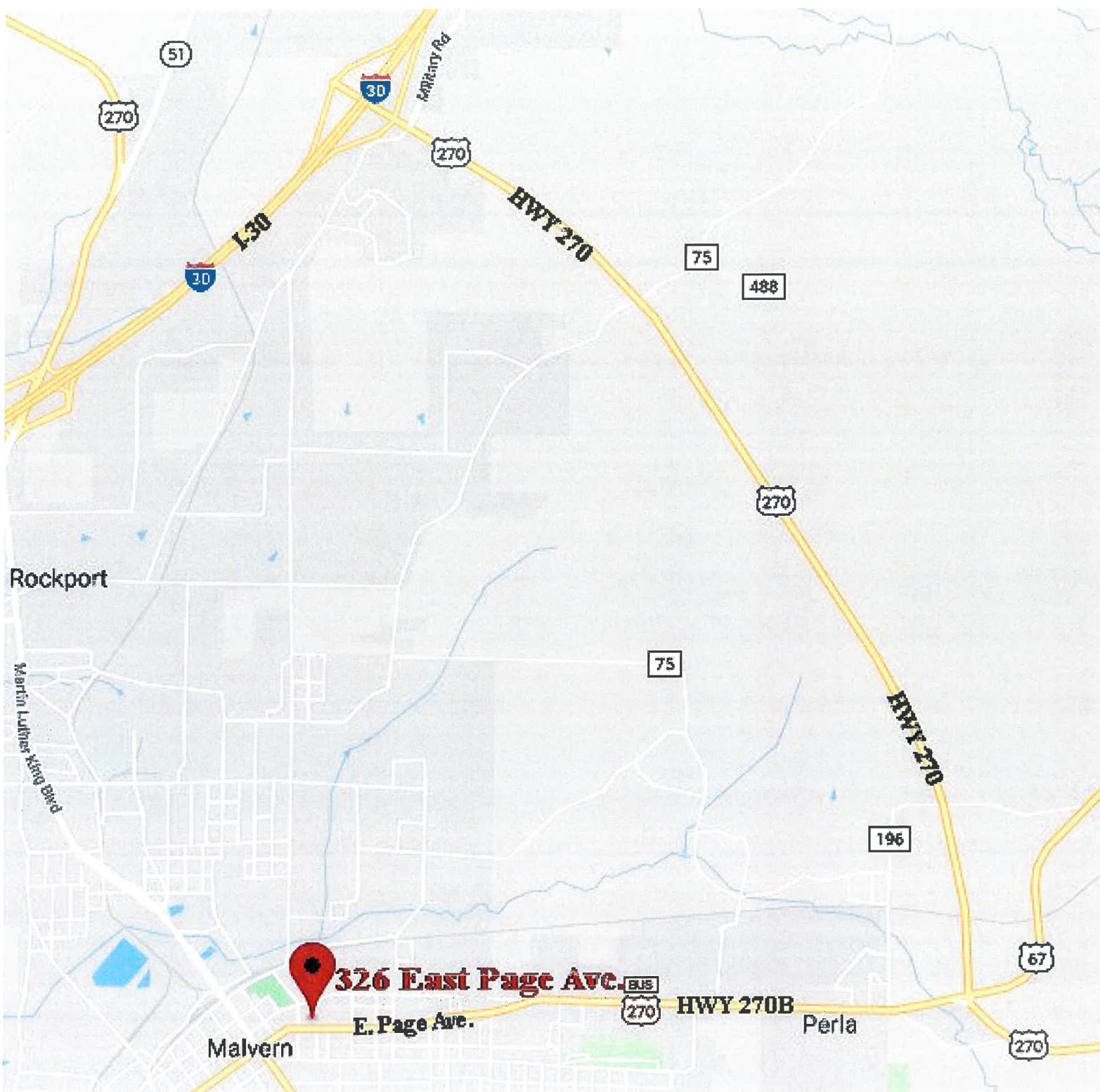
**TRACT
1**

SECTION LINE STREET









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 than 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.

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.

ATTENTION: LAWYERS, CPAS, INSURANCE AGENTS & INVESTORS!

3,116+/- SF Office Building on 1.3+/- Acres, Plus (6) Residential Lots on HWY 9 South & 5+/- Acres
Next to Malvern Manor Apartments in the Middle of Downtown Malvern ~ Selling On-site w/Live,
Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

HOT SPRING COUNTY ABSOLUTE REAL ESTATE AUCTION

TUESDAY ~ JANUARY 8, 2019 ~ 2:00 P.M.

AUCTION LOCATION: 326 EAST PAGE AVENUE ~ MALVERN, AR

DIRECTIONS: *From the Intersection of HWY 270 & I-30, Take HWY 270 to HWY 270B ~ Turn Right onto HWY 270B & Travel towards Downtown Malvern ~ Continue Left onto E. Page Ave. ~ Watch for Auction Signs & Property on the Right.*

(TRACT 1) ~ 326 East Page Avenue: Built Approx. in 1935, this Property Housed Young Real Estate & Insurance for Many Years ~ This 1.5 Story Brick & Frame Building Consists of 3,116+/- SF & is Divided into Multiple Offices, Restrooms, (2) Reception Areas & a Walk-in Vault ~ The Building is Centrally Heated & Cooled & has a Security System ~ This Site is Approx. 1.3+/- Acres w/Public Utilities ~ Asphalt Parking in the Rear for Approx. 15 Cars, w/an Exit onto Section Line Street ~ This Property on East Page Avenue is Across from McDonald's & Next Door to Family Dollar.

(TRACT 2) ~ (6) Residential Lots: Level Contiguous Building Lots in the Hollywood Subdivision on HWY 9 South ~ Lots w/Public Water, On-site Septic Systems are Required.

(TRACT 3) ~ 5+/- Commercial Acres: Immediately North of Malvern Manor Apartments, Fronting on HWY 9 ~ This Acreage Tract is Partially Timbered & Zoned C-3 ~ **Remember, All Tracts are Selling Regardless of Price on Auction Day!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

AUCTIONEER'S NOTE: This property is currently vacant and ready for occupancy. Don't miss this tremendous investment opportunity to own a property with excellent income potential!

TERMS ON REAL ESTATE: **(TRACT 1) \$7,000.00 ~ (TRACT 2) \$3,000.00 ~ (TRACT 3) \$3,000.00**, All in the Form of a 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 ~ 10% Buyer's Premium ~ **Offers Prior to Auction are Welcome!**

INSPECTION: To Inspect this Property, Contact Broker, **Ken Bethge at 870-550-5274/**
ken@wilsonauctioneers.com ~ Doors Open & Auctioneers will be On-site at 1:00 p.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