

MOBILE HOME PARK ABSOLUTE AUCTION

Thursday ~ May 3, 2018
11:00 A.M.
3420 Highway 65 S.
Pine Bluff, Arkansas

- 9.2± Acres w/a 34 Space Mobile Home Park
- Property will be Offered in Two 4.5± Acre Tracts & its Entirety
- Selling Regardless of Price to the Highest Bidder on Auction Day!



WilsonAuctioneers.com

TRACT 2

TRACT 1

April 4, 2018

Dear Prospective Buyer:

This 9.2+/- acre mobile home park will be offered in its entirety and in two 4.5+/- acre tracts, each tract with 220+/- feet of frontage along Highway 65 South. All public utilities are available to the site. The property is Zoned B-3 (Highway Commercial) and R-1 (Residential).

If the property sells in two separate tracts, the mobile home park use will cease. This is an excellent opportunity to acquire a great commercial site! Jimmie Don McKissack has operated a mobile home park on this property for many years, but the time has come to sell. If you're looking for a good income investment property or commercial land for redevelopment, this is it! Don't miss this opportunity!

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 **3420 Highway 65 S. in Pine Bluff, Arkansas at 11:00 a.m. on May 3rd.**



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

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$10,000.00 (PER TRACT) 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: Jefferson Title Company, LLC ~ Closing Agent: Kay Beverly ~ 901 S. Poplar Street, Pine Bluff, Arkansas 71601 ~ (870) 540-4927 ~ Fax/540-1267.

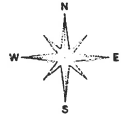
GENERAL INFORMATION: This 9.2+/- Acre Mobile Home Park will be Offered in its Entirety & in Two 4.5+/- Acre Tracts, Each Tract with 220+/- Ft. of Frontage Along Highway 65 South ~ All Public Utilities are Available to the Site ~ Zoned B-3 (Highway Commercial) & R-1 (Residential) ~ ***Offers Made Prior to Auction Day are Welcome!***

REAL ESTATE TAXES FOR YEAR 2017: \$1,061.62

SCHOOL DISTRICT: Pine Bluff

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.

PLAT OF SURVEY



RECORD DESCRIPTION (B698 P48)

Lot Three of Woodlawn Addition to the City of Pine Bluff, Arkansas as filed for record in Plat Book 4 at page 64 of the Jefferson County Record, AND, ALSO, beginning at the Southeast corner of said Lot Three (3), thence South 43 degrees 30 minutes West a distance of one foot to a point on an existing net wire fence; thence North 51 degrees 8 minutes West along said net wire fence 420 feet to a point where an existing net wire fence intersects from the Northeast; thence 42 degrees 18 minutes 20 seconds East along said fence and fence row a distance of 52 feet; thence South 47 degrees 36 minutes East a distance of 415.7 feet, more or less, to the point of beginning.

AND ALSO,

Part of the South Half of the Southeast Quarter of Section Thirteen (13), Township Six (6) South, Range Nine (9) West, and part of the Northwest Quarter of the Northeast Quarter of Section Twenty-four (24), Township Six (6) South, Range Nine (9) West of the 5th P.M. in Jefferson County, Arkansas, being more particularly described as follows:

Beginning at the point of intersection of a chain link fence and the southwesterly right-of-way line of U. S. Highway 65, said point being 335 feet (more or less) North, and 1,070 feet (more or less) West of the Southeast corner of Section Thirteen (13) Township Six (6) South, Range Nine (9) West, thence South 43 degrees 30 minutes West along said chain link fence 449 feet to the end of said fence; thence continuing South 43 degrees 30 minutes West 450 feet to an iron pin marking the Southeast corner of Lot Three (3) of Woodlawn Addition to the City of Pine Bluff, Arkansas, thence North 47 degrees 36 minutes West 415.7 feet to a point on an existing net wire fence intersects from the Northeast (said point being, South 47 degrees 36 minutes East 26 feet from an iron pin marking the Woodlawn Southwesterly Addition); thence North 42 degrees 18 minutes 20 seconds East along said fence and fence row 878 feet (more or less) to a point on the Southwesterly right-of-way line of U. S. Highway 65; thence Southeast along said right-of-way line 432 feet (more or less) to the point of beginning ("the Property").

Original extent of lots (as calculated from southwesterly end of lots.)

Found 3/8" Rebar 3" southwest online. Set 1/2" rebar on Highway Right-of-Way.

Monuments as shown on plat of survey by P.S. 16 dated December 2006

9.25 ACRES TOTALS
(1.643 and Parcel to SW)

LEGEND

- MONUMENT FOUND
- MONUMENT SET
- △ CALCULATED
- SET WOOD STAKE
- BOUNDARY LINE
- BROKEN SCALE

GRAPHIC SCALE 1" = 100'

SURVEYOR'S NOTES

- Bearings based on Grid North for Arkansas Coordinate System, South Zone, NAD83(2011).
 - Latitude = 34°11'38.97106", Longitude = 91°57'19.23545", Convergence Angle = 0°01'29.98"
- Distances shown on plat are Grid. Combined Scale Factor (Grid to Ground) = 1.00008331. This survey does not guarantee title or ownership.
- No guarantees are made or implied that all servitudes of record affecting this property are shown on this survey. A comprehensive title search was not performed in compiling the data for this survey.
- Reference documents used for this survey (filing locations refer to Jefferson County Circuit Clerk):
 - Quitclaim deed filed for record at Book 698, Page 48.
 - Plat of Survey by P.S. 16 December 2006
 - Plat of Survey by P.S. 1415 Dated October 5, 2004.
 - AHTD right-of-way records for Highway 65 South.
- All monuments set are 1/2" rebar with plastic caps stamped Smart PS# 1733, unless otherwise noted.

CERTIFICATION

I, John H. Smart, Arkansas Registered Professional Surveyor No. 1733, do hereby certify that a boundary survey was performed under my direct supervision and this drawing accurately reflects monuments, both found and set, during the course of the survey to the best of my knowledge and ability.

John H. Smart 3/21/2018
John H. Smart Date



Surveyed for: Jimmy McIninch

LOT 3 OF WOODLAWN ADDITION TO THE CITY OF PINE BLUFF, ARKANSAS AND PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 9 WEST, JEFFERSON COUNTY, ARKANSAS

SMART SURVEYING INCORPORATED

1818 E. Morgan Rd.
Altamora, AR 72004
Cell: (870) 682-8422
Office: (870) 768-8433

Date: March 21 2018	Drawn by: JHS
Drawing: Woodlawn Addition Lot 3 (4-9-06)	Page: 1 of 1
Arkansas Plat Code 500-06S-091W-0-13-200-35-1733 500-06S-091W-0-24-100-35-1733	

LEGAL DESCRIPTION:

Jefferson County, Arkansas

Lot Three of Woodlawn Addition to the City of Pine Bluff, Arkansas as filed for record in Plat Book 4 at page 64 of the Jefferson County Record; AND, ALSO, beginning at the Southeasterly Corner of said Lot Three (3), thence South 43 degrees 30 minutes West a distance of one foot to a point on an existing net wire fence; thence North 51 degrees 8 minutes West along said net wire fence 420 feet to a point where an existing net wire fence intersects from the Northeast; thence North 42 degrees 18 minutes 20 seconds East along said fence and fence row a distance of 52 feet; thence South 47 degrees 36 minutes East a distance of 415.7 feet, more or less, to the point of beginning.

AND ALSO,

Part of the South Half of the Southeast Quarter (S 1/2 SE 1/4) of Section Thirteen (13), Township Six (6) South, Range (9) West, and part of the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section Twenty-four (24), Township Six (6) South, Range (9) West of the 5th P.M. in Jefferson County, Arkansas, being more particularly described as follows:

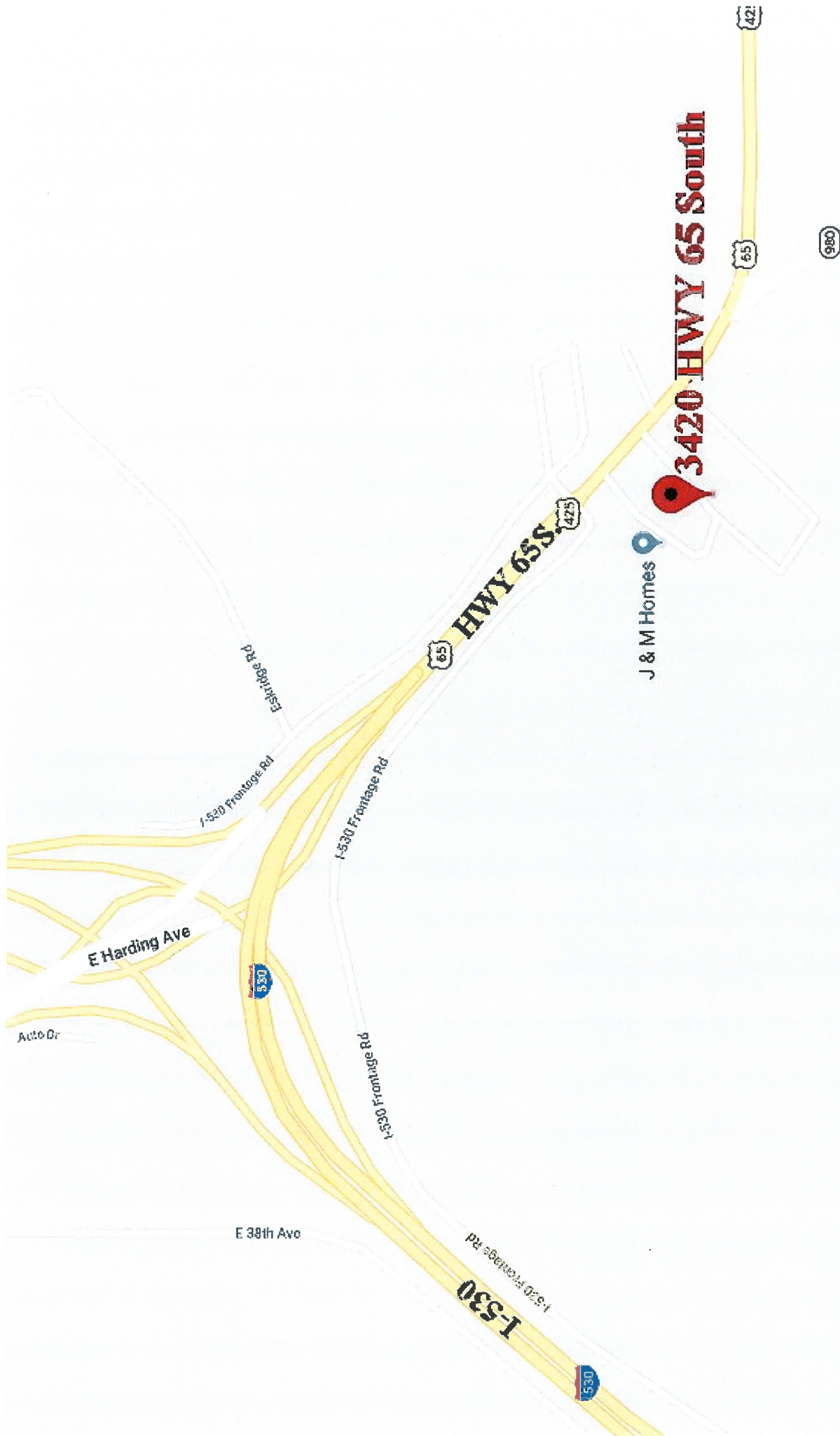
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HWY 65

Tract 1: 4.5+/- Acres With Home
Tract 2: 4.5+/- Acres

1
2



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: REAL ESTATE INVESTORS & DEVELOPERS!

9.2+/- Acres w/a 34 Space Mobile Home Park ~ Property will be Offered in Two 4.5+/-
Acre Tracts & its Entirety ~ Selling On-site, w/Live Online Bidding Available ~

SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

MOBILE HOME PARK ABSOLUTE AUCTION

THURSDAY ~ MAY 3, 2018 ~ 11:00 A.M.

3420 HIGHWAY 65 S. ~ PINE BLUFF, AR

DIRECTIONS: From I-530 in Pine Bluff, Travel South on Highway 65 S. Approx. 1/2 Mile, Property is on the Right just past J&M Mobile Homes & just before Grider Field Ladd Road ~ Watch for Auction Sign on the Right.

REAL ESTATE DESCRIPTION: This 9.2+/- Acre Mobile Home Park will be Offered in its Entirety & in Two 4.5+/- Acre Tracts, Each Tract with 220+/- Ft. of Frontage Along Highway 65 South ~ All Public Utilities are Available to the Site ~ Zoned B-3 (Highway Commercial) & R-1 (Residential) ~ ***Offers Made Prior to Auction Day are Welcome!*** ~ For Additional Information, Aerial, Survey, Photos of the Property & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

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INSPECTION: Drive Through Anytime or for More Information Contact Broker, **Ken Bethge at 870-550-5274/ ken@wilsonauctioneers.com** ~ On-site Registration begins at 10:00 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 - AAL #4