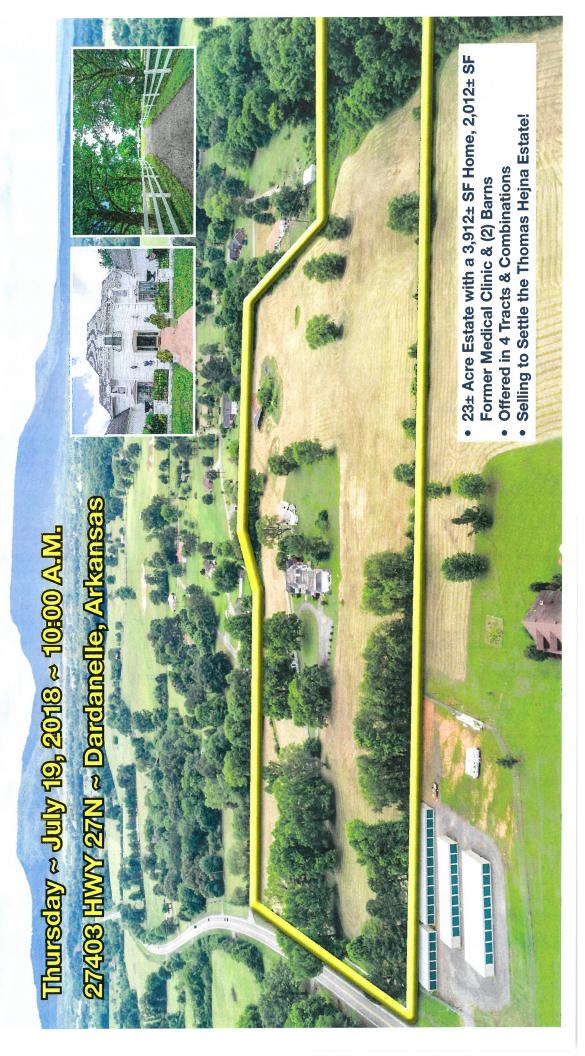
HEJNA ESTATE REAL ESTATE AUGTION





Dear Prospective Buyer:

The beautiful Hejna Estate located just west of Dardanelle, 1 mile from the Highway 27/ Highway 7 Junction, has 640+/- foot of Highway 27 frontage. This property has 23+/- total acres and will be offered in 4 tracts and combinations. *This incredible 23+/- acre estate will be sold to settle the Hejna Estate!*

Tract 1, this picturesque estate consists of 10.5+/- acres of beautiful hay meadows, white vinyl fencing, room for horses, large shade trees, (2) barns, and has a long concrete driveway leading to a European style, 3,912+/- square foot home that was custom-built by Hejna with an additional 2,012+/- square foot commercial area of the house formerly used as a women's clinic. There is a 3-car garage and ample parking on this tract. The home contains a total of 5 bedrooms and 6.5 bathrooms. The *main level* consists of 2,420+/- square feet, and the *upper level* consists of 1,492+/- square feet. The utilities to this tract include electricity and city Water.

Tracts 2 or 3 are 3+/- acre building sites, and both have Highway 27 frontage.

Tract 4 contains 6.8+/- wooded acres with a creek. **NOTE:** Access Will Not be Given to Tract 4 Unless Buyer is Also Buyer on Tract 1 (Home).

If you have further questions after reviewing this information packet please don't hesitate to call me, **Chuck Dicus**, at (501) 920-7511. We look forward to working with you on auction day at 27403 Highway 27N in Dardanelle, Arkansas at 10:00 a.m. on July 19th.

Chuck Dicus, Agent

Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: (TRACT 1 w/HOME) \$25,000.00 ~ (TRACTS 2, 3 or 4) \$2,500.00 (Each) All in the Form of a 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 Day are Welcome!

CLOSING COMPANY: Eddy Closing Company ~ Closing Agent: David Eddy ~ 805 West 2nd Court, Russellville, Arkansas 72801 ~ (501) 479-968-5557 ~ Fax/968-1129.

GENERAL INFORMATION: The Beautiful Hejna Estate Located just West of Dardanelle, 1 Mile from the HWY 27/ HWY 7 Junction, w/ 640+/- Ft. of HWY 27 Frontage ~ 23+/- Total Acres ~ Offered in 4 Tracts & Combinations ~ (TRACT 1) Picturesque Estate Consists of 10.5+/- Acres of Beautiful Hay Meadows, White Vinyl Fencing, Room for Horses, Large Shade Trees, (2) Barns & a Long Concrete Driveway Leading to a European Style, 3,912+/- SF Home that was Custom-built by Hejna w/an Additional 2,012+/- SF Commercial Area of the Home Formerly Used as a Women's Clinic ~ 3-Car Garage ~ Ample Parking ~ Home Contains a Total of 5 Bedrooms & 6.5 Bathrooms ~ Main Level Consists of 2,420+/- SF ~ Upper Level Consists of 1,492+/- SF ~ Utilities Including Electricity & City Water ~ (TRACTS 2 or 3) 3+/- Acre Building Sites, Both w/HWY 27 Frontage ~ (TRACT 4) 6.8+/- Wooded Acres w/Creek ~ NOTE: Access Will Not be Given to Tract 4 Unless Buyer is Also Buyer on Tract 1 (Home) ~ Remember, this Incredible 23+/- Acre Estate will be Sold to Settle the Hejna Estate!

REAL ESTATE TAXES FOR YEAR 2017: \$3,215.00

SCHOOL DISTRICT: Dardanelle

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:

A part of the W1/2 of the NE1/4, and a part of the E1/2 of the NW1/4, Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows:

Commencing at the NE Corner of the NW1/4 of the NE1/4 of said Section 36; thence S 0°56'02" W, along the West line thereof, 84.30 ft.; thence N 86°33'20" E, 55.72 ft.; thence S 54°20'11" E, 239.13 ft.; thence S 61°32'01" E, 81.00 ft.; thence S 02°00'27" W, 839.15 ft. to the Point of Beginning; thence continue S 02°00'27" W, 750.11 ft.; thence N 89°37'56" W, 212.69 ft.; thence S 12°35'31" W, 127.60 ft.; thence N 78°29'42" W, 31.55 ft.; thence S 12°18'49" W, 121.35 ft.; thence S 01°07'18" E, 293.22 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°36'43" W, along said right-of-way, 25.96 ft.; thence leaving said right-of-way N 0°19'31" W, 252.32 ft.; thence N 13°03'50" W, 46.84 ft.; thence N 19°58'20" W, 114.32 ft.; thence N 89°09'23" W, 234.69 ft.; thence N 02°45'33" E, 319.05 ft.; thence N 87°47'34" W, 79.19 ft.; thence N 02°44'29" E, 389.45 ft.; thence S 87°58'05" E, 397.77 ft.; thence N 56°52'59" E, 329.66 ft. to the Point of Beginning. Containing 10.46 acres as surveyed. Subject to any right-of-way dedications and easements of record.

Tract 2:

A part of the SE1/4 of the NW1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows:

Commencing at the SE Corner of the said SE1/4 of the NW1/4; thence N 0°56′02″ E, along the East line thereof, 252.28 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°36′43″ W, along said right-of-way, 14.95 ft. to the Point of Beginning; thence continue S 73°36′43″ W, along said right-of-way, 112.73 ft.; thence beginning S 71°40′03″ W, along a curve to the left, having a radius of 4312.83, and a curve length of 212.86 ft.; thence leaving said right-of-way N 02°45′33″ E, 508.18 ft.; thence S 89°09′23″ E, 234.69 ft.; thence S 19°58′20″ E, 114.32 ft.; thence S 13°03′50″ E, 46.84 ft.; thence S 0°19′31″ E, 252.32 ft. to the Point of Beginning. Containing 3.00 acres as surveyed. Subject to any right-of-way dedications and easements of record.

Tract 3

A part of the SW1/4 of the NE1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows:

Commencing at the SW Corner of said SW1/4 of the NE1/4; thence N 0°56'02" E, along the West line thereof, 252.28 ft. to a point on the North right-of-way of State Highway No. 27; thence N 73°36'43" E, along said right-of-way, 11.02 ft. to the Point of Beginning; thence N 01°07'18" W, 293.22 ft.; thence N 12°18'49" E, 121.35 ft.; thence S 78°29'42" E, 31.55 ft.; thence N 12°35'31" E, 127.60 ft.; thence S 89°37'56" E, 212.69 ft.; thence S 02°00'27" W, 447.74 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°36'43" W, along said right-of-way, 426.25 ft. to the Point of Beginning. Containing 3.00 acres as surveyed. Subject to any right-of-way dedications and easements of record.

Tract 4:

A part of the NW1/4 of the NE1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows:

Commencing at the NE Corner of said NW1/4 of the NE1/4; thence S 0°56'02" W, along the West line thereof, 84.30 ft.; thence N 86°33'20" E, 55.72 ft. to the Point of Beginning; thence S 54°20'11" E, 239.13 ft.; thence S 61°32'01" E, 81.00 ft.; thence S 02°00'27" W, 839.15 ft.; thence S 56°52'59" W, 329.66 ft.; thence N 87°58'05" W, 20.67 ft.; thence N 02°54'15" E, 1197.57 ft. to the Point of Beginning. Containing 6.58 acres as surveyed. Subject to any right-of-way dedications and easements of record.

Whise of TE HWY. NO. 27 (80' R/W) \$ 61°32'01" | 81.00' P.O.B. Fd. Pipe 3.50' North on line Pi -P.O.B. Tract 3 White of N 86°33'20" E ,55.72' Tract 4 6.58 acres Computed NW Corner SW1/4 NE1/4 36-7-21 Fd. Iron Pin SW Corner SW1/4 NE1/4 ,36-7-21 Fence Tract 3 3.00 acres Iron Pin & Post Fd. Iron Pin & Po NE Corner NW1/4 NE1/4 N 02°54'15" 1315.75 Fd. Iron Pin (%) L-212.86' R=4312.83' CB= S 71°40'03" W (8) Tract 2 3.00 acres 49'x64' Barn 3 William VOR CIR) N 87°47'34 6 BOYCE MANOR ROAD (50' R/W) Fd. Pipe BOYCE MANOR Set Iron F 120

EGAL DESCRIPTIONS

Trect 1: A part of the W/12 of the NE1/4, and a part of the E1/2 of the NW1/4, Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows

Commencing at the NE Corner of the NW/14 of the NE1/4 of said Section 36; thence S 0°56'02" W, along the West line thereof, 8.0.3 Oft.; thence 8.54'20'1" E, 281.00 ft.; thence S 0.20'027" W, 750.11 ft.; thence N 0.20'078" W, 750.11 ft.; thence N 0.20'078" W, 750.11 ft.; thence S 12'35'31" W, 177.00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 177.00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence S 12'35'31" W, 12'00 ft.; thence N 78'29'42" W, 31.56'ft.; thence N 78'29'42" W, 31.56'ft.; thence N 78'40'ft.; thence N 78'40 ft.; thence S 01°0718° E, 293.22 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°3843° W, along said right-of-way, 25.596 ft.; thence leaving said right-of-way N 0°1931° W, 25.230 ft.; thence N 13°03'50° W, 46.84 ft. thence N 19°05'50° W, 114.32 ft.; thence N 89°05'20° W, 114.32 ft.; thence N 89°05'20° W, 114.32 ft.; thence N 89°05'50° E, 390.77 ft.; thence N 02°44'29° E, 390.85 ft.; thence N 80°20° E, 397.77 ft.; thence N 65°25'50° E, 329.66 ft. to the Point of Beginning. Containing 10.46 acres as surveyed. Subject to any right-of-way dedications and easements of record.

A ASSOCIATES.

A part of the SE1/4 of the NW1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows: Tract 2:

Commencing at the SE Corner of the said SE1/4 of the NW1/4; thence N 0*56'02" E, along the East line thereof, 522.28 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°36'43" W, along said right-of-way, 112.73 ft.; thence beginning. Thence continue S 73°36'43" W, along said right-of-way, 112.73 ft.; thence beginning S 71°40'03" W, along a curve length of 212.86 ft.; thence beginning a radius of 431.283, and a curve length of 212.86 ft.; thence leaving said right-of-way N 02°45'33" E, 588.16 ft.; thence S 88'09'23" E, 234,69 ft.; thence S 19°52'0" E, 114.32 ft.; thence S 13°03'0" E, 46.84 ft.; thence S 0*19'31" E, 252.32 ft. to the Point of Beginning. Containing 3.00 acres as surveyed. Subject to any right-of-way dedications and easements of record.

Tract 3:

A part of the SW1/4 of the NE1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follow

Tract Map

252.28 ft. to a point on the North right-of-way of State Highway No. 27; thence N 73°36'43" E, along said right-of-way, 11.02 ft. to the Point of Beginning; thence N 01'07'18' V', 293.22 ft. thence N 12°36'48' E, 11.31.56, thence N 12°35'31" E, 127.60 ft. thence S 89°37'56" E, 212.69 ft.; thence S 02°00'27" W, 447.74 ft. to a point on the North right-of-way of State Highway No. 27; thence S 73°36'43" W, along said right-of-way, 426.25 ft. to the Point of Commencing at the SW Comer of said SW1/4 of the NE1/4; thence N 0°56'02" E, along the West line thereof Beginning. Containing 3.00 acres as surveyed. <u>Subject to</u> any right-of-way dedications and easements of record

Tract 4:

A part of the NW1/4 of the NE1/4 of Section 36, T-7-N, R-21-W, Yell County, Arkansas, more particularly described as follows:

Commencing at the NE Corner of said NW1/4 of the NE1/4; thence S 0°56'02" W, along the West line thereof, 84.30 ft.; thence N 86°33'20" E, 55.72 ft. to the Point of Beginning; thence S 54°20'11" E, 239.13 ft.; thence S 61°32'01" E, 81.00 ft.; thence S 02°00'27" W, 839.15 ft.; thence S 56°52'59" W, 329.66 ft.; thence N 87°58'05" W, 20.67 ft.; thence N 02°54'15" 1197.57 ft. to the Point of Beginning. Containing 6.58 acres as surveyed. Subject to any right-of-way dedications and

NOTE: The above described property is not in a designated 100 Year Flood Plain as per FEMA Map No. 0504690160E, dated March 4, 2002.

Only Valid on Hardcopy @ 2018 Barrett & Associates, Inc. kelmierRobertZ.dwg

Address: 27403 North State Highway 27 Dardanelle, Arkansas 72834 This is to certify that the above described property has been surveyed under my personal supervision and the above plat is an acceptable accurate representation thereof and shows the location of the property, its exterior boundaries, roadways, any known easements and observable encroachments, if any.

SURVEYOR'S CERTIFICATE

This survey is made for the use of the parties shown bereon and also for those who purchase, mortgage or guarantee the title for said parties. Barreit & Associates, Inc., its associates, and/or agents shall not be liable for use of this survey by any other entities or persons for any purpose beyond the date shown. This document should contain a red seal to indicate an original.

-ile Path: M:/Civil 3D 2018 Draw

Estate of Tom Hejna





114.32' 46.84' 252.32' 293.22' 121.35' 31.55'

N 01°07'18" V N 12°18'49" E

S 19°58'20" E S 13°03'50" E S 00°19'31" E

| 06/27/18 | 1" = 300" | Job No: 1316-01 |
|----------|-----------|-----------------|
| Date: | Scale: | Job No: |

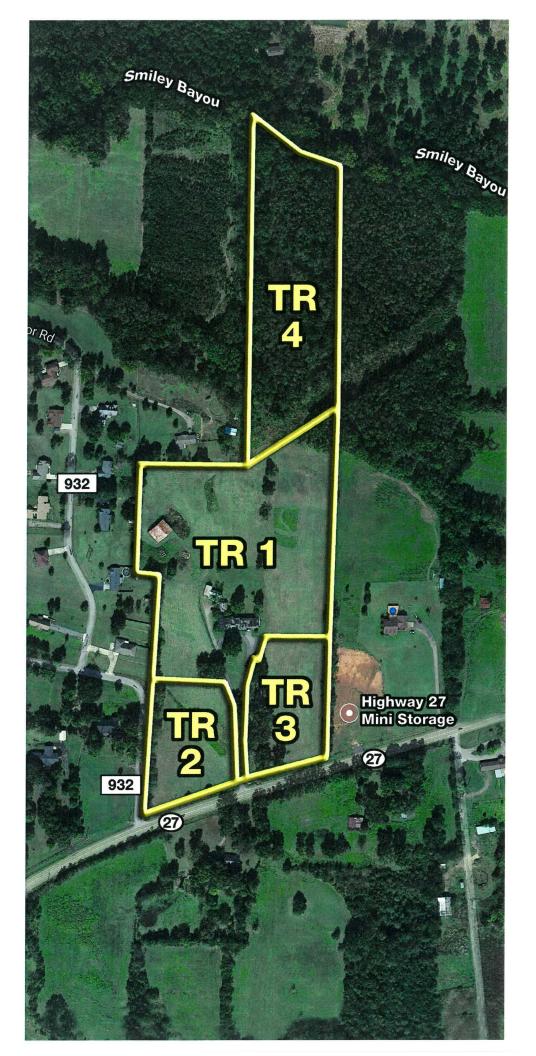
73°36'43" W 73°36'43" W

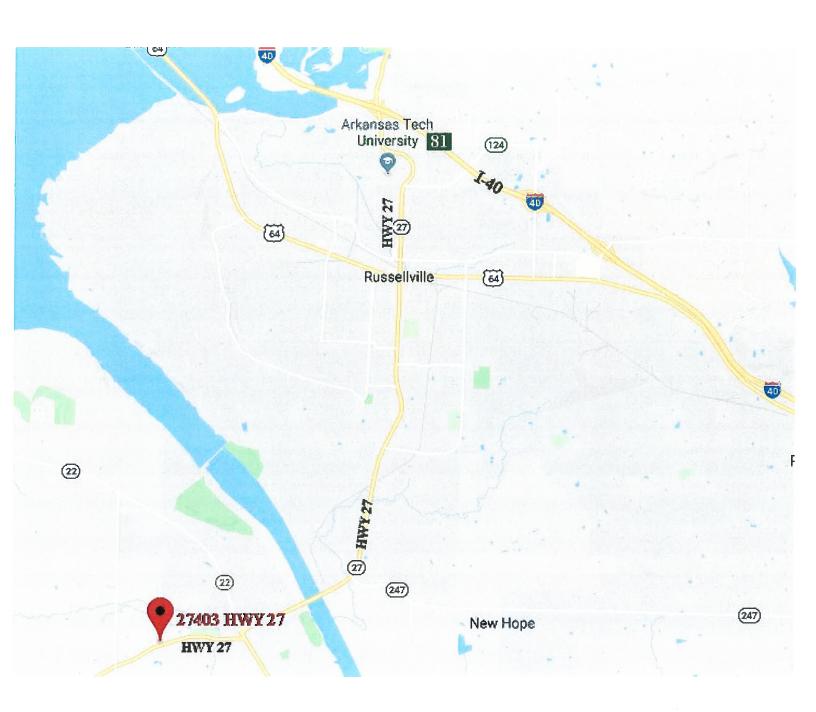
Basis of Bearings

Sheet No.

Arkansas State Plane North / US Survey Foot Combined Scale Fador; 0.999956207525 Convergence Fador; 0.4113" Conner, SE Convers SE Con

Coding Data: 500-07N-21W-0-36-104-75-1378





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.

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. 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: HOME BUYERS, CONTRACTORS & REAL ESTATE INVESTORS!

23+/- Acre Estate with a 3,912+/- SF Home, 2,012+/- SF Former Medical Clinic & (2) Barns ~ Offered in 4 Tracts & Combinations ~ Selling On-site w/Live, Online Bidding Available ~ SELLING TO SETTLE THE THOMAS HEJNA ESTATE!

HEJNA ESTATE REAL ESTATE AUCTION

THURSDAY ~ JULY 19, 2018 ~ 10:00 A.M. 27403 HWY 27N ~ DARDANELLE, AR

<u>DIRECTIONS:</u> From I-40 in Russellville, Take (Exit 81) & Travel South 8.5 Miles Crossing the Arkansas River into Dardanelle, Turn Right just before the Walmart Supercenter onto HWY 27 & Travel 1 Mile ~ Watch for Auction Sign & Property on the Right.

REAL ESTATE DESCRIPTION: The Beautiful Hejna Estate Located just West of Dardanelle, 1 Mile from the HWY 27/ HWY 7 Junction, w/ 640+/- Ft. of HWY 27 Frontage ~ 23+/- Total Acres ~ Offered in 4 Tracts & Combinations ~ (TRACT 1) Picturesque Estate Consists of 10.5+/- Acres of Beautiful Hay Meadows, White Vinyl Fencing, Room for Horses, Large Shade Trees, (2) Barns & a Long Concrete Driveway Leading to a European Style, 3,912+/- SF Home that was Custom-built by Hejna w/an Additional 2,012+/- SF Commercial Area of the Home Formerly Used as a Women's Clinic ~ 3-Car Garage ~ Ample Parking ~ Home Contains a Total of 5 Bedrooms & 6.5 Bathrooms ~ Main Level Consists of 2,420+/- SF ~ Upper Level Consists of 1,492+/- SF ~ Utilities Including Electricity & City Water ~ (TRACTS 2 or 3) 3+/- Acre Building Sites, Both w/HWY 27 Frontage ~ (TRACT 4) 6.8+/- Wooded Acres w/Creek ~ NOTE: Access Will Not be Given to Tract 4 Unless Buyer is Also Buyer on Tract 1 (Home) ~ Remember, this Incredible 23+/- Acre Estate will be Sold to Settle the Hejna Estate! ~ For Additional Information, Aerial Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

<u>AUCTIONEER'S NOTE:</u> If you are looking for a hobby farm with a home and plenty of acreage for your horses or a beautiful location for your home and business, you have found it! Don't miss this opportunity!

TERMS ON REAL ESTATE: (TRACT 1 w/HOME) \$25,000.00 ~ (TRACTS 2, 3 or 4) \$2,500.00 (Each) All in the Form of a 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 Day are Welcome!

<u>INSPECTION:</u> Home can be Viewed by Appointment, Contact Agent, *Chuck Dicus at 501-920-7511/* <u>chuck@wilsonauctioneers.com</u> to View this Home ~ 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