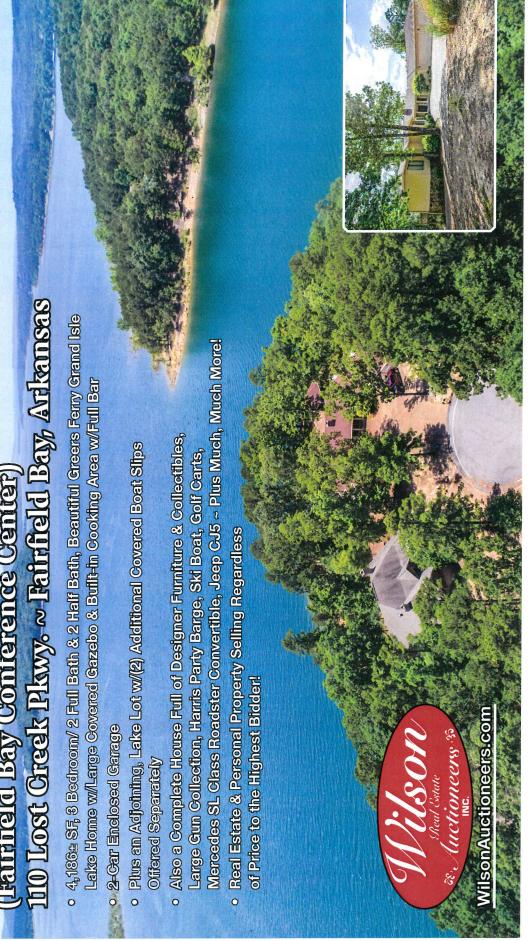
# GREERS FERRY LAKE ABSOLUTE REAL ESTATE & PERSONAL PROPERTY ESTATE AUCTION Thursday ~ July 26, 2018 ~ 10:00 A.M.

(Pertrained Bay Conference Center) AUCTION LOCATION:

## 120 S. Lakeshore Drive Fairfield Bay, Arkansas PROPERTY ADDRESS: for Live, Online Bidding at Property Will be Available Real Estate & Personal

WilsonAuctioneers.com



### Dear Prospective Buyer:

This beautiful, Grand Isle Subdivision custom-built home is on a large lot with main channel views of Greers Ferry Lake and Sugarloaf. The custom-built home is move-in ready and has all of today's features including hardwood floors, crown molding, granite countertops and sub-zero fixtures. The house consists of a spacious kitchen, open living room with a native stone fireplace and an extra living room area. There is a sunroom and breakfast nook that overlooking Greers Ferry Lake. The spacious master suite has a fireplace, huge walk-in closets throughout, private bathroom with dual vanities, a large walk-in shower, and a bathtub. There is also a large utility room with tile flooring. All city utilities are available to this property.

The beautiful custom-built, designer home is move-in ready, and on one of the best lots on Greers Ferry Lake. Plus block 2, lot 10 of Grand Isle Subdivision, 0.36+/- acre lake lot ready to build on with all city utilities. Also, (2) additional, covered boat slips within walking distance of this property will be offered separately. *This property is selling regardless of price to the highest bidder on auction day!* 

If you have further questions after reviewing this information packet please don't hesitate to call me, **Spencer Wilson**, at (501) 802-5060. We look forward to working with you on auction day at the *Fairfield Bay Conference Center*, 110 Lost Creek Parkway in Fairfield Bay, Arkansas at 10:00 a.m. on July 26th.

Spencér Wilson, Agent

Wilson Real Estate Auctioneers, Inc.

### **GENERAL INFORMATION**

**LEGAL DESCRIPTION:** Block 2, Lots 9 and 10, Grand Isle Subdivision, Cleburne County, Arkansas.

TERMS AND CONDITIONS: \$50,000.00 (Home) ~ \$25,000.00 (Lake Lot) Both 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!

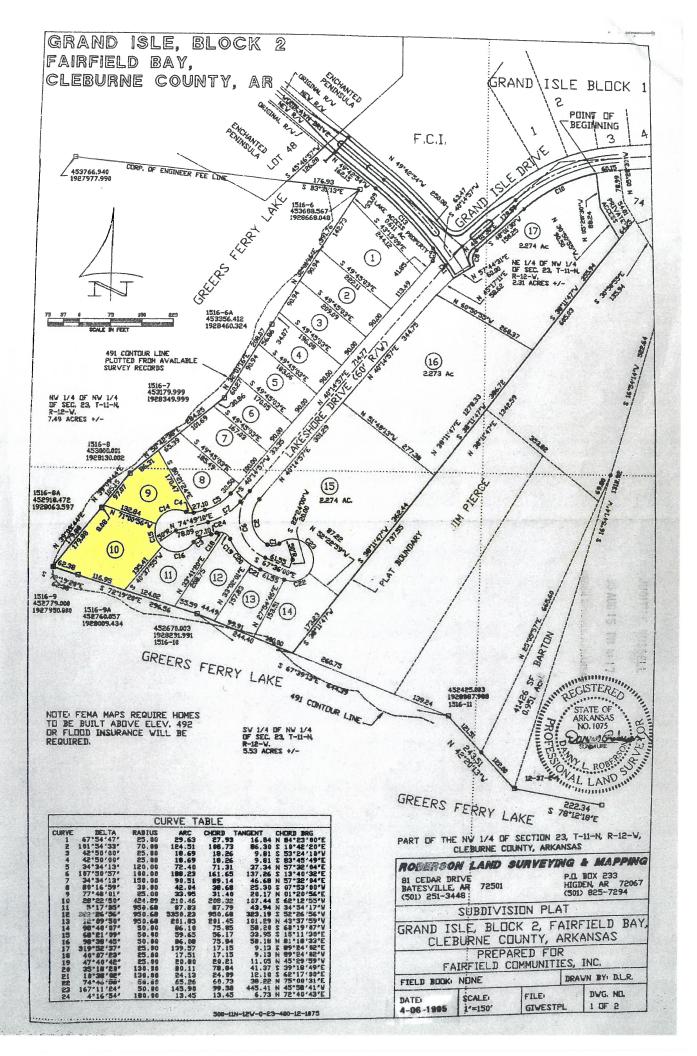
**CLOSING COMPANY:** General Land & Title Service ~ Closing Agent: Tena Ramer ~ 107 S. 3rd Street, Heber Springs, Arkansas 72543 ~ (501) 362-7566 ~ Fax/362-8299.

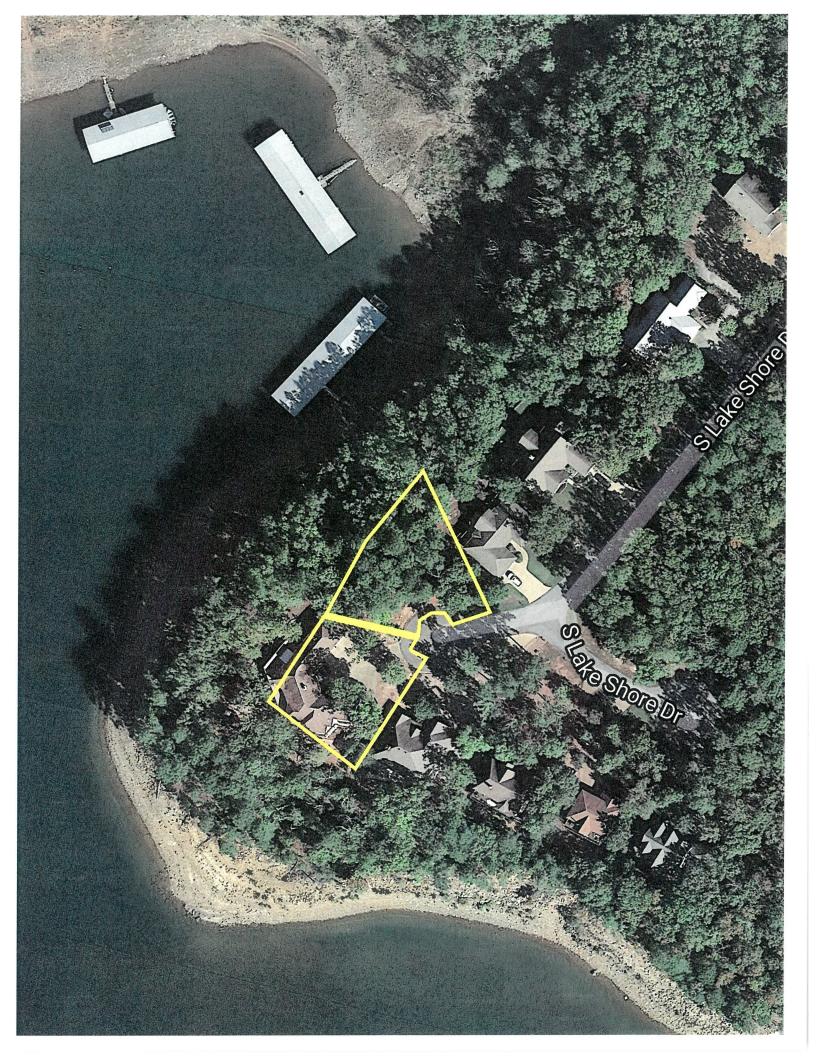
GENERAL INFORMATION: Beautiful, Grand Isle Subdivision Custom-built Home on a Large Lot w/Main Channel Views of Greers Ferry Lake & Sugarloaf ~ This Custom-built Home is Move-in Ready w/all of Today's Features Including Hardwood Floors, Crown Molding, Granite Countertops & Sub-Zero Fixtures ~ Spacious Kitchen ~ Open Living Room w/Native Stone Fireplace & an Extra Living Room Area ~ Sunroom & Breakfast Nook Overlooking Greers Ferry Lake ~ Spacious Master Suite w/Fireplace, Huge W/l Closets Throughout, Private Bath w/Dual Vanities, Large W/l Shower & Bathtub ~ Large Utility Room w/Tile Floors ~ All City Utilities ~ This Beautiful Custom-built, Designer Home is Move-in Ready & on One of the Best Lots on Greers Ferry Lake ~ Plus Block 2, Lot 10 of Grand Isle Subdivision, 0.36+/- Acre Lake Lot Ready to Build on w/All City Utilities ~ (2) Additional, Covered Boat Slips within Walking Distance of this Property to be Offered Separately ~ SELLING REGARDLESS OF PRICE ON AUCTION DAY!

REAL ESTATE TAXES FOR YEAR 2017: \$4,319.00

**SCHOOL DISTRICT:** Fairfield Bay

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.







### 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 <a href="www.wilsonauctioneers.com">www.wilsonauctioneers.com</a>, 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: GREERS FERRY LAKE HOME BUYERS & REAL ESTATE INVESTORS!

4,186+/- SF, 3 Bedroom/ 2 Full Bath & 2 Half Bath, Beautiful Greers Ferry Grand Isle Lake Home w/Large Covered Gazebo & Built-in Cooking Area w/Full Bar ~ 2-Car Enclosed Garage ~ Plus an Adjoining, Lake Lot w/(2) Additional Covered Boat Slips Offered Separately ~ Also a Complete House Full of Designer Furniture & Collectibles, Large Gun Collection, Harris Party Barge, Ski Boat, Golf Carts, Mercedes SL Class Roadster Convertible, Jeep CJ5 ~ Plus Much, Much More! ~ Auction Will be Offered w/Live, Online Bidding for Real Estate & Personal Property ~ Real Estate & Personal Property Selling Regardless of Price to the Highest Bidder!

# GREERS FERRY LAKE ABSOLUTE REAL ESTATE & PERSONAL PROPERTY ESTATE AUCTION THURSDAY ~ JULY 26, 2018 ~ 10:00 A.M.

120 S. LAKESHORE DRIVE ~ FAIRFIELD BAY, AR

AUCTION LOCATION: (FAIRFIELD BAY CONFERENCE CENTER)

110 LOST CREEK PKWY, FAIRFIELD BAY, AR

<u>DIRECTIONS TO HOME:</u> Heading West on HWY 16 Turn Left onto Davis Special Rd. & Travel 0.2 Mi., Turn Left onto Snead Dr. for 0.8 Mi., Turn Left onto Woodlawn Dr. for 2.4 Mi., Turn Right onto Grand Isle Dr. for 0.8 Mi., then Turn Right onto S. Lakeshore Drive ~ Watch for Auction Signs & Property on the Right.

<u>DIRECTIONS TO FAIRFIELD BAY CONFERENCE CENTER:</u> Heading West on HWY 16 Continue for 7.9 Mi., Turn Left onto Dave Creek Parkway for 1.2 Mi., then Turn Right onto Lost Creek Parkway ~ Watch for Auction Signs at the <u>Fairfield Bay Conference Center</u>.

REAL ESTATE DESCRIPTION: Beautiful, Grand Isle Subdivision Custom-built Home on a Large Lot w/Main Channel Views of Greers Ferry Lake & Sugarloaf ~ This Custom-built Home is Move-in Ready w/all of Today's Features Including Hardwood Floors, Crown Molding, Granite Countertops & Sub-Zero Fixtures ~ Spacious Kitchen ~ Open Living Room w/Native Stone Fireplace & an Extra Living Room Area ~ Sunroom & Breakfast Nook Overlooking Greers Ferry Lake ~ Spacious Master Suite w/Fireplace, Huge W/I Closets Throughout, Private Bath w/Dual Vanities, Large W/I Shower & Bathtub ~ Large Utility Room w/Tile Floors ~ All City Utilities ~ This Beautiful Custom-built, Designer Home is Move-in Ready & on One of the Best Lots on Greers Ferry Lake ~ Plus Block 2, Lot 10 of Grand Isle Subdivision, 0.36+/- Acre Lake Lot Ready to Build on w/All City Utilities ~ (2) Additional, Covered Boat Slips within Walking Distance of this Property to be Offered Separately ~ SELLING REGARDLESS OF PRICE ON AUCTION DAY! ~ For Additional Information, Aerial Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

PARTIAL LIST OF PERSONAL PROPERTY: 1989 Mercedes SL-Class Roadster Convertible in Excellent Condition, 1999 Yamaha Road Star Motorcycle, 2003 Big Dog Custom-built Motorcycle, 1997 28' Harris FloteBote w/Trailer, 1999 26' Chris Craft Sports Deck Ski Boat w/Trailer, 2006 Sea Doo, 1963 Jeep CJ5, (1) Golf Cart ~ Complete House Full of Designer Furniture & Collectibles Including Bedroom Suites, Dining Room & Living Room Furniture, Oil Paintings & Collectibles of All Types & Descriptions ~ Large Shop Full of Tools of All Types Including Air Compressors, Power Washers, Battery Chargers & Large Double Decker Toolboxes Full of Tools ~ Large Gun Collection Including Shotguns, Rifles & Handguns, Ammunition of All Types, (2) Fort Knox Gun Safes, Kitchen Appliances of All Types, Pots & Pans, Cooking Utensils, China & Much More ~ All Personal Property will be Available for Live Online Bidding, Visit WilsonAuctioneers.com for More Information & Place your Bids Today!

<u>AUCTIONEER'S NOTE:</u> We are pleased to have the opportunity to offer this quality estate at public auction, with this beautiful custom-built home full with top-of-the-line furniture, appliances, and collectibles all selling regardless of price to the highest bidder on auction day. Don't miss this incredible opportunity!

<u>TERMS ON REAL ESTATE:</u> \$50,000.00 (<u>Home</u>) ~ \$25,000.00 (<u>Lake Lot</u>) Both 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!

TERMS ON PERSONAL PROPERTY: Cash, Check & All Major Credit Cards Accepted ~ Remember All Personal Property will be Available for Online Bidding, Contact our Office for Details ~ 10% Buyer's Premium.

<u>SPECIAL INSPECTION:</u> Sunday, July 22nd from 1:00 p.m. to 4:00 p.m. the Real Estate & All Personal Property will be Available for Viewing ~ Contact Agent, *Spencer Wilson at 501-802-5060/* <u>spencer@wilsonauctioneers.com</u> to View this Home Anytime by Appointment or with Questions ~ <u>NOTE:</u>
The Entire Auction will be Conducted at the Fairfield Bay Conference Center ~ Doors Open at 8:00 a.m. Day of Auction ~ House Will Not be Open for Inspection on Auction Day ~ *Remember, Everything will be Available for Live, Online Bidding at <u>WilsonAuctioneers.com</u>.* 

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