

HOT SPRING COUNTY ABSOLUTE REAL ESTATE AUCTION

Thursday
September 13, 2018
3:00 P.M.

470 Mount Zion Road
Malvern, Arkansas

8.01+/- Acres



Mount Zion Rd.

- Prime 8± Surveyed Acres, Fenced, Mostly Cleared & Manicured w/Excellent Building Sites & Frontage Along Mount Zion Road w/City Water & Electricity on 2 Sides
- 1988 Move-in Ready Mobile Home
- Underground Storm Shelter/ Domsday Prepper Bunker & Outbuildings
- **Selling Regardless of Price to the Highest Bidder on Auction Day!**



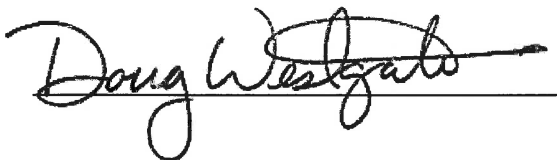
WilsonAuctioneers.com

August 15, 2018

Dear Prospective Buyer:

This peaceful country estate, with abundant wildlife, is conveniently located just 5 minutes from the center of Malvern and it's selling regardless of price to the highest bidder on auction day! This prime 8+/- surveyed acres is fenced, mostly cleared and manicured with large mature hardwoods scattered across the property, multiple excellent building sites and a perfect spot for a pond. There is a gated entrance and frontage along Mount Zion Road with city water and electricity on 2 sides. The well-maintained, move-in ready 1988 mobile home has a metal roof and a covered porch. The home consists of an open living room, dining area and kitchen, a master suite with a private bathroom, 2nd bedroom and 2nd full bathroom, utility room, and a pantry closet. This property has a separate underground storm shelter/ doomsday prepper bunker, wired and plumbed. Also, on this property are a detached shop building and carport on a concrete slab, a portable storage building, (2) semi-trailer storage boxes, and several portable carports. This property has city utilities including electricity, city water, and natural gas. **This property is selling regardless of price to the highest bidder!**

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 **470 Mt. Zion Road in Malvern, Arkansas at 3:00 p.m. on September 13th**.

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: \$15,000.00, Cashier's Check or Cash (**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: First National Title Company ~ Closing Agent: Dana Smith ~ 226
S. Olive Street, Malvern, Arkansas 72104 ~ (501) 332-5767 ~ Fax/ 332-3386.

GENERAL INFORMATION: This Peaceful Country Estate, w/Abundant Wildlife, is
Conveniently Located just 5 Minutes from the Center of Malvern & it's Selling Regardless
of Price to the Highest Bidder on Auction Day! ~ This Prime 8+/- Surveyed Acres is
Fenced, Mostly Cleared & Manicured w/Large Mature Hardwoods Scattered Across the
Property, Multiple Excellent Building Sites & a Perfect Spot for a Pond ~ Gated Entrance
& Frontage Along Mount Zion Road w/City Water & Electricity on 2 Sides ~ Well-
Maintained, Move-in Ready 1988 Mobile Home w/Metal Roof & Covered Porch ~ Open
Living Room, Dining Area & Kitchen, Master Suite w/Private Bath, 2nd Bedroom & 2nd
Full Bath, Utility Room & Pantry Closet ~ Separate Underground Storm Shelter/
Doomsday Prepper Bunker, Wired & Plumbed ~ Detached Shop Building & Carport on
Concrete Slab ~ Portable Storage Building ~ (2) Semi-Trailer Storage Boxes ~ Several
Portable Carports ~ City Utilities Including Electricity, City Water & Natural Gas ~
Remember, This Property is Selling Regardless of Price to the Highest Bidder!

REAL ESTATE TAXES FOR YEAR 2017: \$53.84

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 DESCRIPTION:

SURVEY DESCRIPTION

PART OF THE W 1/2 OF THE SW 1/4 SW 1/4, SECTION 34, TOWNSHIP 4 SOUTH, RANGE 17 WEST, HOT SPRING COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SW 1/4 SW 1/4 BEING A FOUND PK NAIL; THENCE N00°41'04"E 27.87' TO A CROSS TIE FENCE POST AND THE POINT OF BEGINNING; THENCE N00°41'04"E 574.60' TO A FOUND 1/2" REBAR; THENCE S86°53'36"E 637.81' TO A FOUND 1/2" REBAR; THENCE S00°09'40"W 260.98' TO A SET 1/2" REBAR W/CAP; THENCE N89°50'20"W 115.00' TO A SET 1/2" REBAR W/CAP; THENCE S00°09'40"W 164.35' TO A SET 1/2" REBAR W/CAP; THENCE S89°50'20"E 115.00' TO A SET 1/2" REBAR W/CAP; THENCE S00°09'40"W 149.60' TO A SET 1/2" REBAR W/CAP ON THE NORTH SIDE OF MOUNT ZION ROAD; THENCE ALONG THE NORTH SIDE OF MOUNT ZION ROAD N86°53'09"W 643.06' TO THE POINT OF BEGINNING.

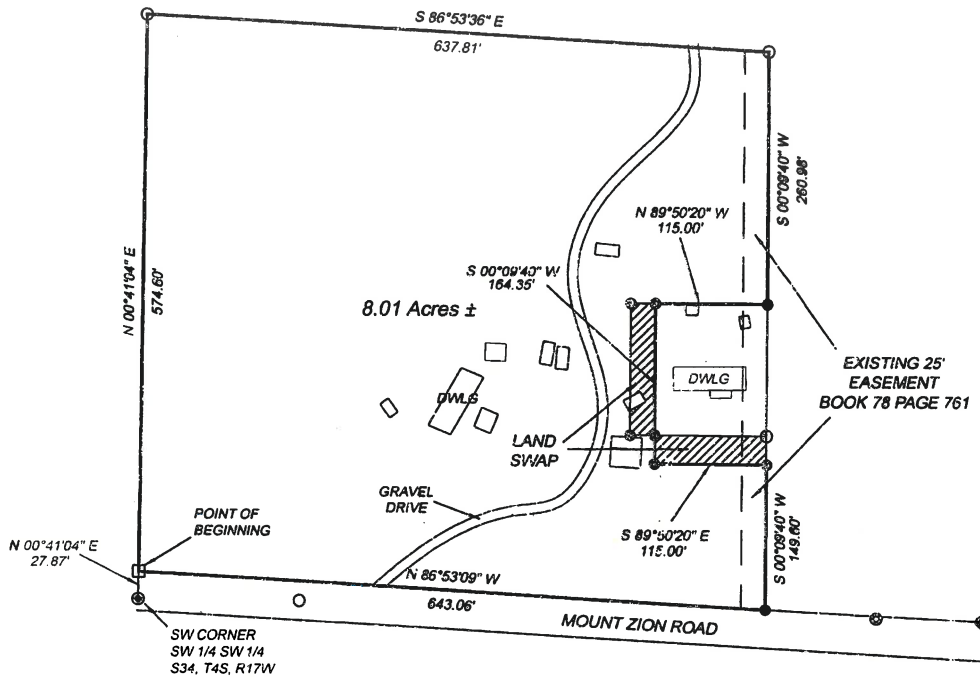
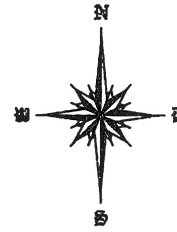
CONTAINING 8.01 ACRES, MORE OR LESS.

SURVEY DESCRIPTION







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CONTAINING 8.01 ACRES, MORE OR LESS.

BASIS OF BEARING-NORTH BY GPS OBSERVATION.



LEGEND

-  LAND SWAP AREA
-  CROSS TIE FENCE POST
-  FOUND PK NAIL
-  FOUND REBAR
-  SET 1/2" REBAR W/CAP
-  FOUND IRON PIPE



I, SHAWN P. BLEES REGISTERED LAND SURVEYOR NO. 1640, CERTIFY THIS PLAT TO BE A CORRECT REPRESENTATION OF THE PROPERTY SURVEYED BY ME OR UNDER MY SUPERVISION.

Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership, title evidence or any other facts which an accurate and current title search may disclose. Surface and environmental conditions were not examined or considered as a part of this survey.

**BOUNDARY SURVEY FOR
THE USE AND BENEFIT OF
LARRY & EMOGENE TIPTON
&
DONALD RAY PILCHER**

BLEES SURVEYING PHONE (501)767-8152
145 BLEES CIRCLE CELL (501)617-2437
MTN. PINE, AR 71956 FAX(501)767-8152
EMAIL - shawnblees@live.com

Scale: 1"=150' Date: 7/31/14

Drawn: SPB Revised: Job: 14-139

STATE SURVEYOR CODE: 500-045-17W-0-34-330-30-1640

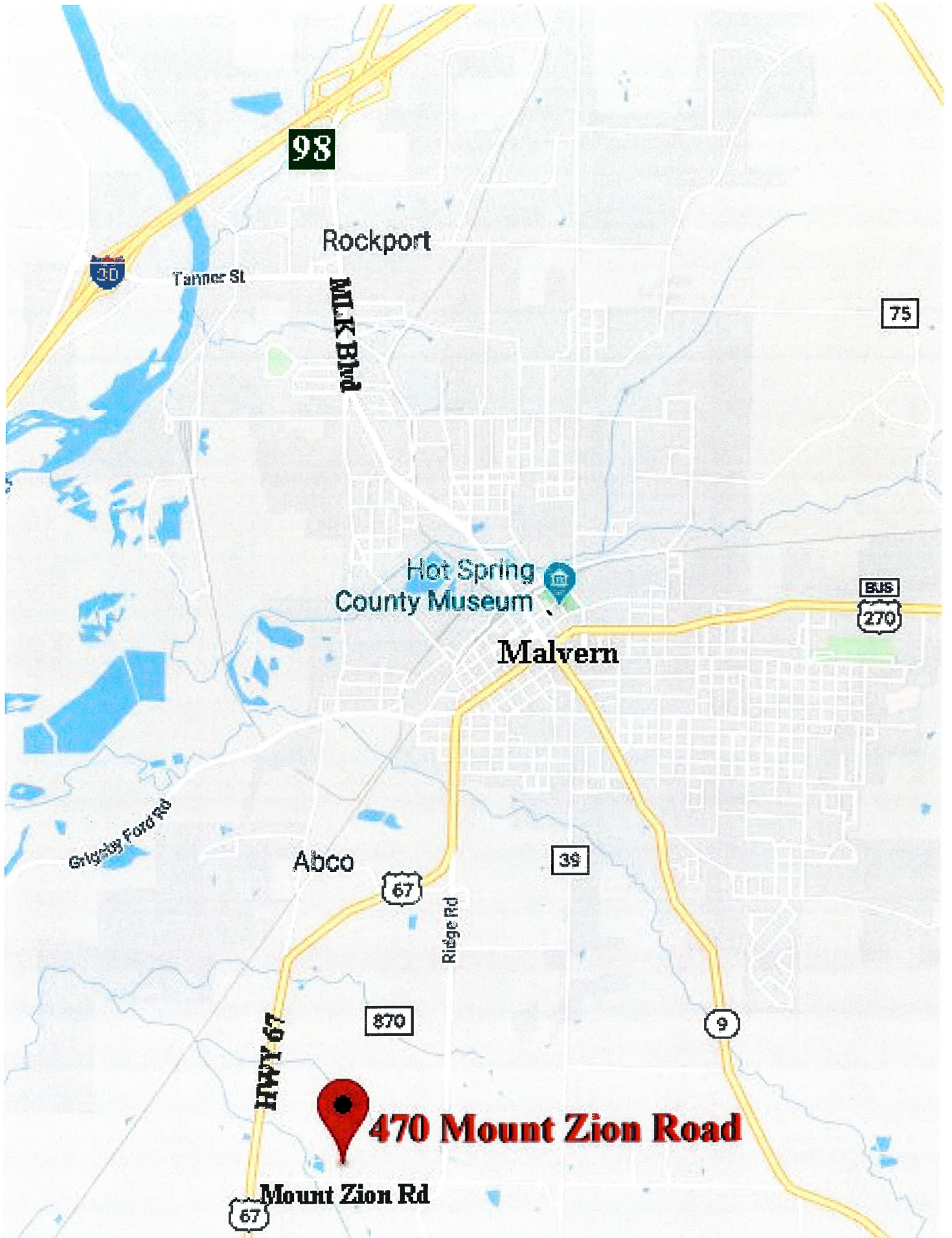


8.01+/- Acres

Kokomo Creek

Mt Zion Rd

427



98

Rockport

Tanner St

MILK Blvd

75

Hot Spring
County Museum

Malvern

BJS
270

Grigsby Ford Rd

Abco

67

39

Ridge Rd

870

HWY 67

9



470 Mount Zion Road

Mount Zion Rd

67

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: HOME BUYERS, RESIDENTIAL DEVELOPERS & REAL ESTATE INVESTORS!
Prime 8+/- Surveyed Acres, Fenced, Mostly Cleared & Manicured w/Excellent Building Sites & Frontage Along Mount Zion Road w/City Water & Electricity on 2 Sides ~ 1988 Move-in Ready Mobile Home ~ Underground Storm Shelter/ Doomsday Prepper Bunker & Outbuildings ~ Selling On-site w/Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

HOT SPRING COUNTY ABSOLUTE REAL ESTATE AUCTION

THURSDAY ~ SEPTEMBER 13, 2018 ~ 3:00 P.M.

470 MOUNT ZION ROAD ~ MALVERN, AR

DIRECTIONS: From I-30 (Exit 98) in Malvern, Head South 2.5 Mi. on MLK Blvd. & Turn Right (at Walgreens) on HWY 67, Travel 3+/- Mi. & Turn Left on Mount Zion Road ~ Watch for Property & Auction Sign on the Left.

REAL ESTATE DESCRIPTION: This Peaceful Country Estate, w/Abundant Wildlife, is Conveniently Located just 5 Minutes from the Center of Malvern & it's Selling Regardless of Price to the Highest Bidder on Auction Day! ~ This Prime 8+/- Surveyed Acres is Fenced, Mostly Cleared & Manicured w/Large Mature Hardwoods Scattered Across the Property, Multiple Excellent Building Sites & a Perfect Spot for a Pond ~ Gated Entrance & Frontage Along Mount Zion Road w/City Water & Electricity on 2 Sides ~ Well-Maintained, Move-in Ready 1988 Mobile Home w/Metal Roof & Covered Porch ~ Open Living Room, Dining Area & Kitchen, Master Suite w/Private Bath, 2nd Bedroom & 2nd Full Bath, Utility Room & Pantry Closet ~ Separate Underground Storm Shelter/ Doomsday Prepper Bunker, Wired & Plumbed ~ Detached Shop Building & Carport on Concrete Slab ~ Portable Storage Building ~ (2) Semi-Trailer Storage Boxes ~ Several Portable Carports ~ City Utilities Including Electricity, City Water & Natural Gas ~ **Remember, This Property is Selling Regardless of Price to the Highest Bidder!** ~ For Additional Information, Photos, Aerial Drawings & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

AUCTIONEER'S NOTE: Whether you are interested in moving into the existing mobile home, looking for a beautiful spot to build on or you are a residential developer looking for a location to build homes or start a mobile home park, this is the ideal property! Don't miss this opportunity!

TERMS ON REAL ESTATE: \$15,000.00, Cashier's Check or Cash (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: Drive by & View this Property at Any Time or Contact Agent, **Doug Westgate at 501-815-4004/ doug@wilsonauctioneers.com** to View the Home, Bunker & Buildings ~ Doors Open & Bidder Registration begins at 2:00 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