LITTLE RED RIVER RENTAL CABINS ABSOLUTE AUCTION Wednesday ~ October 24, 2018 ~ 10:00 A.M.

WilsonAuctioneers.com Wilson Sheal Estate 3. Auctioneers 3

2129 River Bend Road ~ Heber Springs, Arkansas



- .68± Acres w/ 310± Ft. of Little Red River Frontage
 - 3 Furnished Rental Cabins
- 2 Private Docks
- Just South of Cow Shoals Spawning Area & World Record Brown Frout ~ 10 Minutes to Heber Springs
- Offered in 2 Tracts & the Entirety
- Selling Regardless of Price to the Highest Bidder on Auction Day!

Dear Prospective Buyer:

This property located in the scenic Ozark Mountain Foothills on the banks of the Little Red River in Heber Springs, Arkansas. The property is along a fantastic stretch of the river between Cow Shoals and Jon's Pocket. There are 3 rustic rental cabins with 310+/- feet of Red River frontage which attracts year-round trout fishermen, vacationers, and weekenders to this peaceful retreat on the waterfront. The cabins have metal roofs and log siding exteriors and are overall in good condition, but some maintenance is needed. There is full access to porches, decks, and docks for outdoor enjoyment, and a small laundry building. This property furnished with simple necessities for a great vacation experience. The cabins are completely equipped, very clean and ready to rent. This property is ideal for a future new home. There is a new survey for this property. The rental website will convey if sold in the entirety for the immediate ability to rent. This property will be offered in (2) tracts and the entirety and selling regardless of price to the highest bidder on auction day!

Tract 1 (Green Cottage Property) contains 0.71+/- acres with 84+/- feet of river frontage and a private dock. There is a 1,176+/- square foot, 2 bedroom/ 2 bath spacious bi-level cabin, built in 1974, with an attached garage. There is also a large living room, full kitchen, and 3rd alcove bedroom. The cabin has a screened-in porch, open deck overlooking the river, and a basement game room. This cabin rents for \$155.00 per night.

Tract 2 (Fisher's Haven and Riverside Loft Property) contains 0.97+/- acres with 226+/- feet of river frontage. Both cabins share a private dock, separate patio deck over the water and a small laundry building. *Fisher's Haven* is a 624+/- square foot, 2 bedroom/ 2 bath cabin, built in 1970, with a full kitchen and an open porch. This cabin rents for \$110.00 per night. *Riverside Loft* is a 912+/- square foot, 2 bedroom/ 1.5 bath cabin, built in 1983, with a kitchen containing a fridge and stove, and an open porch. This cabin rents for \$120.00 per night.

This property is a prime location with a mix of upscale homes and vacation properties along River Bend Road. The existing cabins are good basic rental units, and with some property maintenance, these cabins will continue to attract sportsmen and vacationers who come to the river on a year-round basis to escape city life and enjoy the outdoors. Also, this is an exceptional site for new construction with many beautiful homes on this street. Due to health, our seller is retiring, and this is your opportunity to buy at your price. Remember, this property will sell to the highest bidder on auction day!

If you have further questions after reviewing this information packet please don't hesitate to call me, **Gladys Webb**, at (501) 766-0605. We look forward to working with you on auction day at 2129 River Bend Road in Heber Springs, Arkansas at 10:00 a.m. on October 24th.

Gladys Webb, CAI

Wilson Real Estate Auctioneers, Inc.

Valys Webb

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: \$10,000.00 (Per Tract), 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 ~ Property Sold Free & Clear of any Liens & Encumbrances ~ 10% Buyer's Premium ~ Offers Prior to Auction 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: Located in the Scenic Ozark Mountain Foothills on the Banks of the Little Red River in Heber Springs, Arkansas ~ Along a Fantastic Stretch of the River between Cow Shoals & Jon's Pocket ~ 3 Rustic Rental Cabins w/ 310+/- Ft. of Red River Frontage ~ Attracting Year-round Trout Fishermen, Vacationers & Weekenders to this Peaceful Retreat on the Waterfront ~ Cabins have Metal Roofs & Log Siding Exteriors ~ Overall Good Condition but Some Maintenance Needed ~ Full Access to Porches, Decks & Docks for Outdoor Enjoyment ~ Small Laundry Building ~ Furnished w/Simple Necessities for a Great Vacation Experience ~ Cabins are Completely Equipped, Very Clean & Ready to Rent ~ An Ideal Property for a Future New Home ~ New Survey ~ Rental Website will Convey if Sold in the Entirety for Immediate Ability to Rent ~ Property Will be Offered in (2) Tracts & the Entirety & Selling Regardless of Price to the Highest Bidder on Auction Day! ~ (TRACT 1) Green Cottage Property ~ 0.71+/- AC w/ 84+/- Ft. River Frontage ~ Private Dock ~ 1,176+/-SF, 2BR/2BA (1974) Spacious Bi-level Cabin w/Attached Garage ~ Large Living Room ~ Full Kitchen ~ 3rd Alcove BR ~ Screened-in Porch ~ Open Deck Overlooking the River ~ Basement Game Room ~ Rents for \$155.00 Per Night ~ (TRACT 2) Fisher's Haven & Riverside Loft Property ~ 0.97+/- AC w/ 226+/- Ft. River Frontage ~ Both Cabins Share a Private Dock, Separate Patio Deck Over the Water & Small Laundry Building ~ Haven is 624+/- SF, 2BR/ 2BA (1970) ~ Full Kitchen ~ Open Porch ~ Rents for \$110.00 Per Night ~ Loft is 912+/- SF, 2BR/ 1.5BA (1983) ~ Kitchen w/Fridge & Stove ~ Open Porch ~ Rents for \$120.00 Per Night.

REAL ESTATE TAXES FOR YEAR 2017: \$2,112.70 (entire property)

SCHOOL DISTRICT: Heber Springs

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.

TRACT A:

A part of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Ten (10) North, Range Nine (9) West, Cleburne County, Arkansas, also being a part of Tract 34 of the Tilbury River Property, more

particularly described as follows:

Commencing at the Northwest corner of said Section 14; thence N 87'50'00" E 1650.00 feet; thence S 00'52'00" W 205.24 feet; thence S 23'20'00" W 337.95 feet to an iron pin for the POINT OF BEGINNING; thence S 66'37'35" E 316.10 feet to the Deeded centerline of the Little Red River; thence along said centerline, S 19'05'49" W 84.12 feet; thence leaving said centerline, N 71'44'14" W 113.05 feet to an iron pin; thence S 26'35'01" W 25.12 feet to an iron pin; thence N 56'25'12" W 221.00 feet to an iron pin on the Easterly right—of—way of Riverbend Road; thence along said right—of—way, following a curve to the left, having a radius of 373.70 feet and an arc length of 80.55 feet a chord bearing and distance of N 29'53'55" E 80.40 feet to the POINT OF BEGINNING, containing 0.71 acres, more or less.

Subject to any and all right-of-ways, easements and restrictions of

record.

TRACT B:

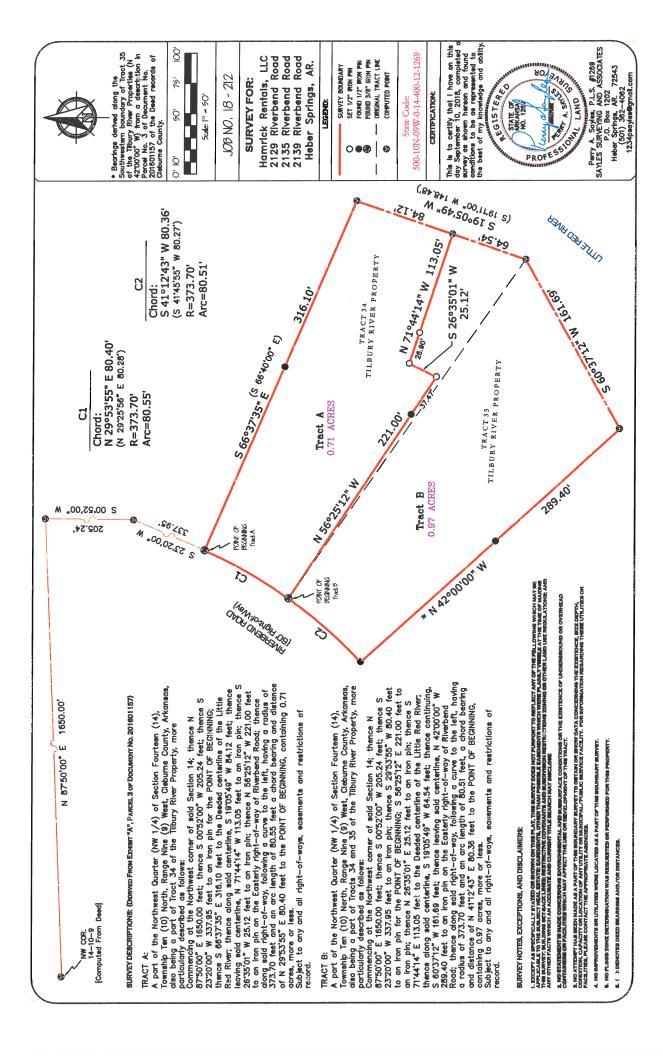
A part of the Northwest Quarter (NW 1/4) of Section Fourteen (14), Township Ten (10) North, Range Nine (9) West, Cleburne County, Arkansas, also being a part of Tracts 34 and 35 of the Tilbury River Property, more

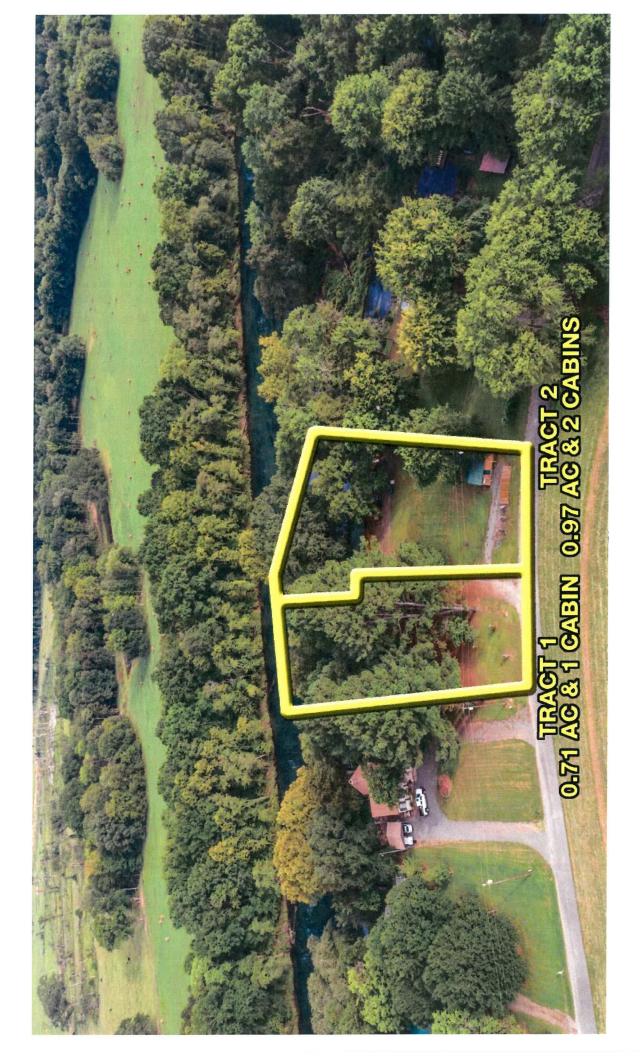
particularly described as follows:

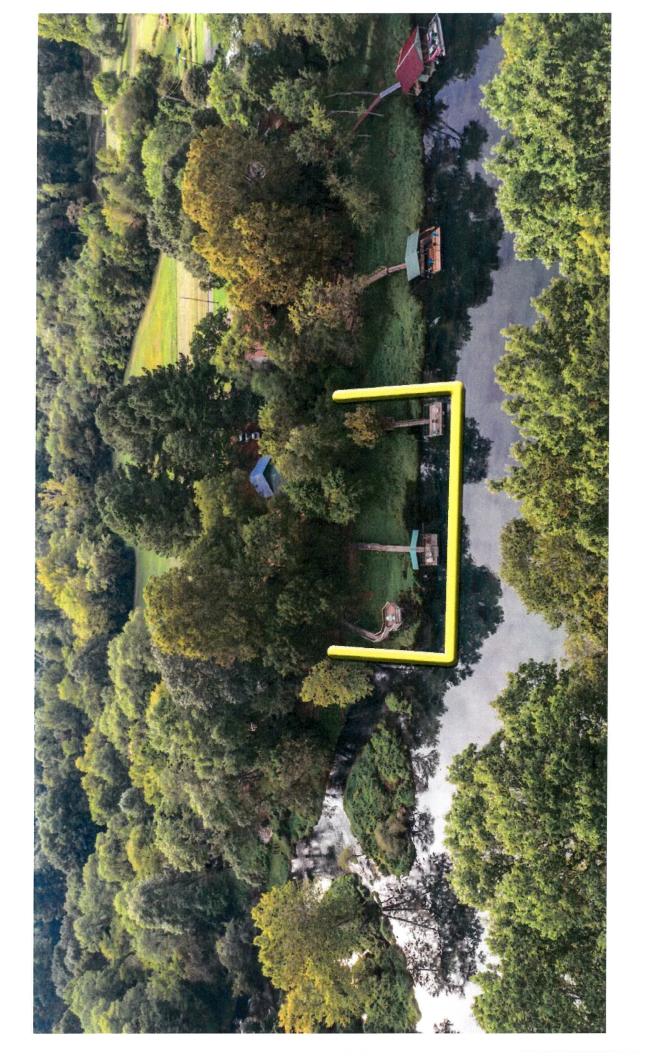
Commencing at the Northwest corner of said Section 14; thence N 87'50'00" E 1650.00 feet; thence S 00'52'00" W 205.24 feet; thence S 23"20'00" W 337.95 feet to an iron pin; thence S 29"53'55" W 80.40 feet to an iron pin for the POINT OF BEGINNING; S 56'25'12" E 221.00 feet to an iron pin; thence N 26"35'01" E 25.12 feet to an iron pin; thence S 71"44'14" E 113.05 feet to the Deeded centerline of the Little Red River; thence along said centerline, S 19"05'49" W 64.54 feet; thence continuing, S 60"37'12" W 161.69 feet; thence leaving said centerline, N 42"00"00" W 289.40 feet to an iron pin on the Easterly right—of—way of Riverbend Road; thence along said right—of—way, following a curve to the left, having a radius of 373.70 feet and an arc length of 80.51 feet, a chord bearing and distance of N 41"12'43" E 80.36 feet to the POINT OF BEGINNING, containing 0.97 acres, more or less.

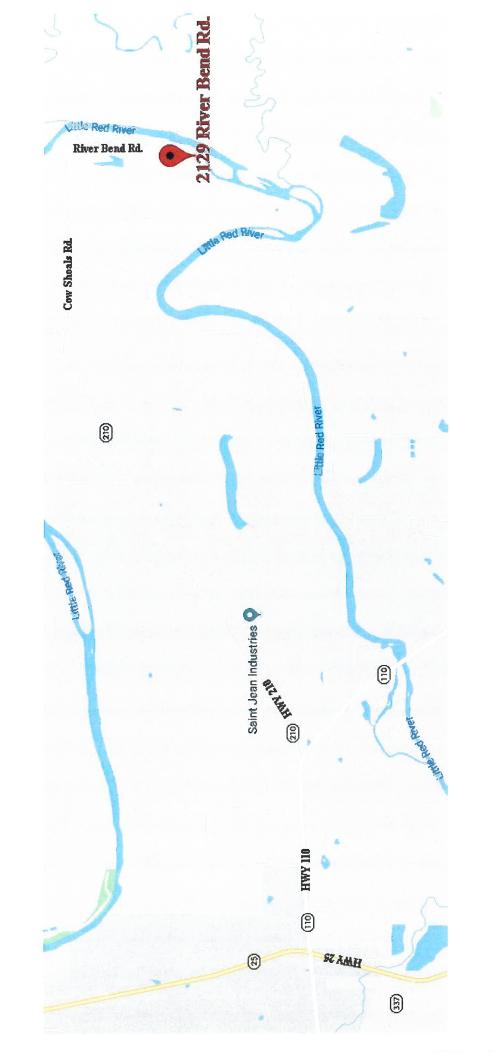
Subject to any and all right-of-ways, easements and restrictions of

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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. 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: ANGLERS, HOME BUYERS & INCOME PROPERTY BUYERS!

1.68+/- Acres w/ 310+/- Ft. of Little Red River Frontage ~ 3 Furnished Rental Cabins ~ 2 Private Docks ~ Just South of Cow Shoals Spawning Area & World Record Brown Trout ~ 10 Minutes to Heber Springs ~ Offered in 2 Tracts & the Entirety ~ Selling On-site w/Live, Online Bidding Available ~ SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

LITTLE RED RIVER RENTAL CABINS ABSOLUTE AUCTION

WEDNESDAY ~ OCTOBER 24, 2018 ~ 10:00 A.M. 2129 RIVER BEND ROAD ~ HEBER SPRINGS, AR

<u>DIRECTIONS:</u> From Heber Springs, on the East Side of Town at the Intersection of HWY 25 Bypass & HWY 110 (Wilburn Rd.) head East on HWY 110 for 1 Mi. ~ Turn Left on HWY 210 & go 2.3 Mi. ~ HWY 210 becomes Cow Shoals Rd. ~ Continue 1 Mi. & Cow Shoals turns Right & becomes River Bend Rd. ~ Continue 0.6 Mi. & Property is on the Left ~ Watch for Auction Signs.

REAL ESTATE DESCRIPTION: Located in the Scenic Ozark Mountain Foothills on the Banks of the Little Red River in Heber Springs, Arkansas ~ Along a Fantastic Stretch of the River between Cow Shoals & Jon's Pocket ~ 3 Rustic Rental Cabins w/ 310+/- Ft. of Red River Frontage ~ Attracting Year-round Trout Fishermen, Vacationers & Weekenders to this Peaceful Retreat on the Waterfront ~ Cabins have Metal Roofs & Log Siding Exteriors ~ Overall Good Condition but Some Maintenance Needed ~ Full Access to Porches, Decks & Docks for Outdoor Enjoyment ~ Small Laundry Building ~ Furnished w/Simple Necessities for a Great Vacation Experience ~ Cabins are Completely Equipped, Very Clean & Ready to Rent ~ An Ideal Property for a Future New Home ~ New Survey ~ Rental Website will Convey if Sold in the Entirety for Immediate Ability to Rent ~ Property Will be Offered in (2) Tracts & the Entirety & Selling Regardless of Price to the Highest Bidder on Auction Day! ~ (TRACT 1) Green Cottage Property ~ 0.71+/- AC w/ 84+/- Ft. River Frontage ~ Private Dock ~ 1,176+/- SF, 2BR/ 2BA (1974) Spacious Bi-level Cabin w/Attached Garage ~ Large Living Room ~ Full Kitchen ~ 3rd Alcove BR ~ Screened-in Porch ~ Open Deck Overlooking the River ~ Basement Game Room ~ Rents for \$155.00 Per Night ~ (TRACT 2) Fisher's Haven & Riverside Loft Property ~ 0.97+/- AC w/ 226+/- Ft. River Frontage ~ Both Cabins Share a Private Dock, Separate Patio Deck Over the Water & Small Laundry Building ~ Haven is 624+/- SF, 2BR/ 2BA (1970) ~ Full Kitchen ~ Open Porch ~ Rents for \$110.00 Per Night ~ Loft is 912+/- SF, 2BR/ 1.5BA (1983) ~ Kitchen w/Fridge & Stove ~ Open Porch ~ Rents for \$120.00 Per Night ~ For Additional Information, Photos, Survey & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

<u>AUCTIONEER'S NOTE:</u> This property is a prime location with a mix of upscale homes and vacation properties along River Bend Road. The existing cabins are good basic rental units, and with some property maintenance, these cabins will continue to attract sportsmen and vacationers who come to the river on a year-round basis to escape city life and enjoy the outdoors. Also, this is an exceptional site for new construction with many beautiful homes on this street. Due to health, our seller is retiring, and this is your opportunity to buy at your price. Remember, this property will sell to the highest bidder on auction day!

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<u>INSPECTION:</u> This Property can be Shown by Appointment Only ~ Please Respect Privacy of Current Guests ~ Contact Agents, *Gladys Webb at 501-766-0605/ gladys@wilsonauctioneers.com* or Peter Guerin at 501-733-6795/ <u>peter@wilsonauctioneers.com</u> for Additional Information ~ 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