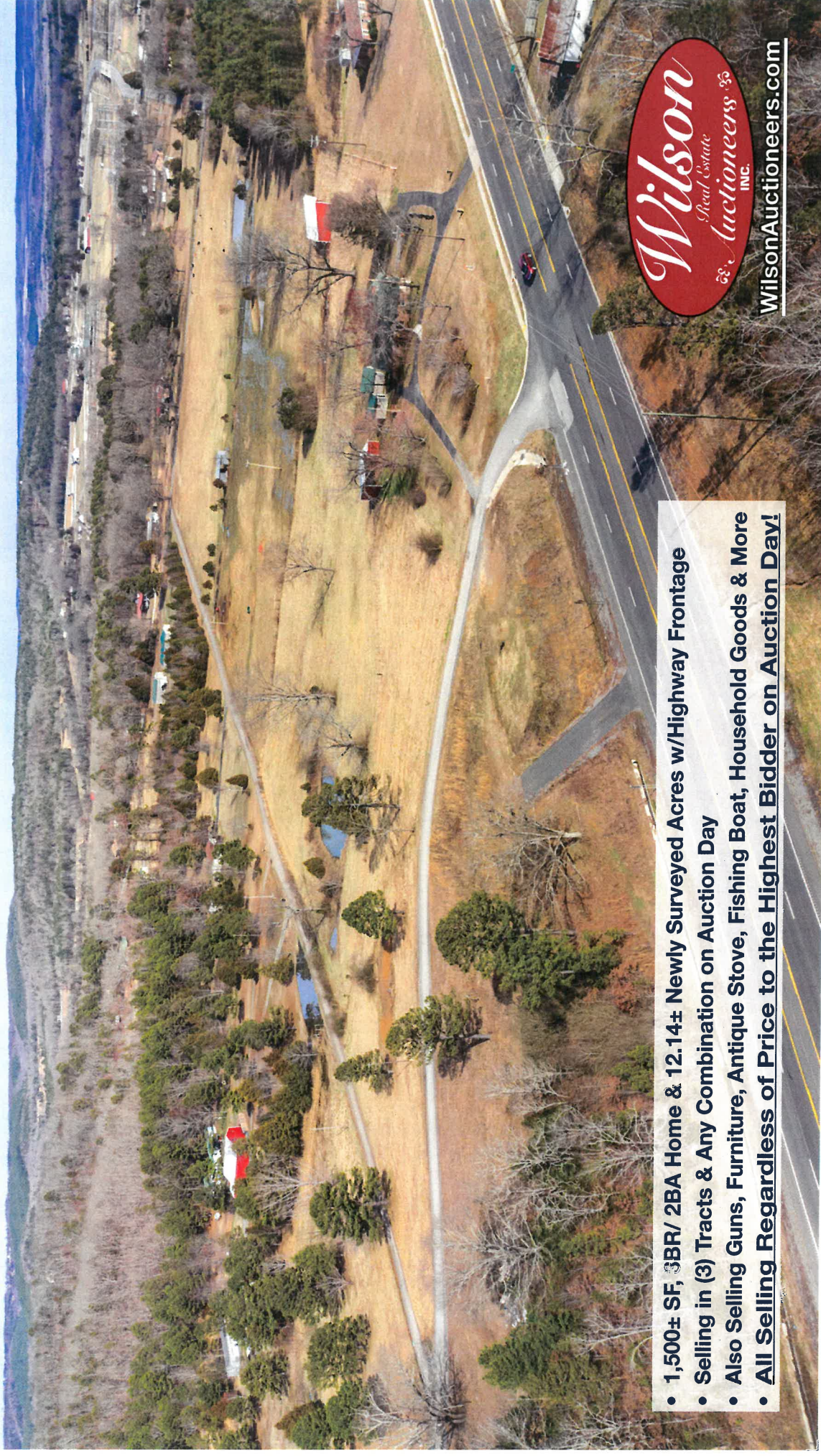


# ABSOLUTE HOME, LAND & ESTATE AUCTION

**Thursday  
March 14, 2019  
10:00 A.M.**

**172 Redress Lane  
Bee Branch, Arkansas**



- 1,500± SF, 3BR/ 2BA Home & 12.14± Newly Surveyed Acres w/Highway Frontage
- Selling in (3) Tracts & Any Combination on Auction Day
- Also Selling Guns, Furniture, Antique Stove, Fishing Boat, Household Goods & More
- All Selling Regardless of Price to the Highest Bidder on Auction Day!



[WilsonAuctioneers.com](http://WilsonAuctioneers.com)



February 13, 2019

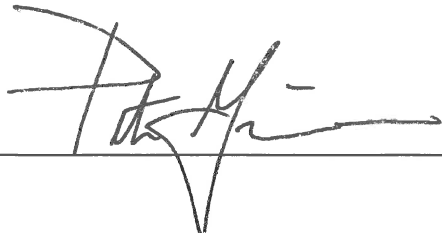
Dear Prospective Buyer:

**Tract 1** contains a move-in ready 3 bedroom/ 2 bathroom, 1,500+/- square foot ranch style home on 5.82+/- newly surveyed acres. Surrounded by fruit trees and various mature hardwoods, and plants to provide beauty and privacy to this property. This tract has 300+/- feet of Highway 65 frontage, and there is access off Redress Lane and Sweetgum Lane. The home offers brick construction, fresh interior paint, updated metal roof, freshly cleaned carpet, double hung vinyl windows, and 6 inch exterior and interior walls. The large wood burning fireplace is the focal point of the living room, with a large brick hearth to warm the room. The living area opens to the dining room and kitchen. The kitchen has ample cabinet space, breakfast bar, gas stove, and a matching dishwasher. The (3) large bedrooms all have large closets, and there is a full guest bathroom. The master suite has an En suite bathroom with a shower. There is a large laundry room in the hallway and a screened-in porch with handicap access. This property also has (2) hobby sheds, pole barn with stalls, in-ground storm cellar, pond, and partial fencing. This tract has a large corner lot with utilities already on it, ready for a 2nd home or more. The home offers Centerpoint Gas, Petit Jean Electric, Bee Branch Water, and a water well for yard and garden irrigation.

**Tract 2** has 3.02+/- acres of pasture with a pole barn, frontage on Sweetgum Lane, and it is partially fenced!

**Tract 3** is a 3.3+/- acre lot that fronts on Sweetgum Lane and Redress Lane with utility connections.

If you have further questions after reviewing this information packet please don't hesitate to call me, **Peter Guerin, at (501) 733-6795**. We look forward to working with you on auction day at **172 Redress Lane in Bee Branch, Arkansas at 10:00 a.m. on March 14th.**

A handwritten signature in black ink, appearing to read 'Peter Guerin', is written over a horizontal line.

Peter Guerin, Agent  
Wilson Real Estate Auctioneers, Inc.



## GENERAL INFORMATION

**LEGAL DESCRIPTION:** See Attachment

**TERMS AND CONDITIONS:** **(TRACT 1 w/Home)** \$15,000.00 ~ **(TRACTS 2 & 3)** \$5,000.00 **(Each Tract)**, 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 are Welcome.**

**CLOSING COMPANY:** Cannaday Abstract & Title Company ~ Closing Agent: Vicki Whisenant ~ 232 Griggs Street, Clinton, Arkansas 72031 ~ (501) 745-2115 ~ Fax/ 745-6232.

**GENERAL INFORMATION:** **(TRACT 1 w/Home)** Move-in Ready 3BR/ 2BA, 1,500+/- SF Ranch Style Home on 5.82+/- Newly Surveyed Acres ~ Surrounded by Fruit Trees & Various Mature Hardwoods & Plants to Provide Beauty & Privacy ~ 300+/- Ft. of HWY 65 Frontage & Access off Redress Ln. & Sweetgum Ln. ~ Home Offers Brick Construction, Fresh Interior Paint, Updated Metal Roof, Freshly Cleaned Carpet, Double Hung Vinyl Windows, 6" Exterior & Interior Walls ~ Large Wood Burning Fireplace is the Focal Point of the Living Room w/a Large Brick Hearth to Warm the Room ~ Living Area Opens to the Dining Room & Kitchen ~ Kitchen has Ample Cabinet Space, Breakfast Bar, Gas Stove & Matching Dishwasher ~ 3 Large Bedrooms all w/Large Closets ~ Full Guest Bath ~ Master Suite w/En Suite Bathroom w/Shower ~ Large Laundry Room in Hallway ~ Screened-in Porch w/Handicap Access ~ 2 Hobby Sheds ~ Pole Barn w/Stalls, In-ground Storm Cellar ~ Pond & Partial Fencing ~ This Tract has a Large Corner Lot w/Utilities Already on it, Ready for a 2nd Home or More ~ Home Offers Centerpoint Gas, Petit Jean Electric, Bee Branch Water & a Water Well for Yard & Garden Irrigation ~ **(TRACT 2)** 3.02+/- Acres of Pasture w/Pole Barn & Frontage on Sweetgum Ln. ~ Partially Fenced ~ **(TRACT 3)** 3.3+/- Acre Lot that Fronts on Sweetgum Ln. & Redress Ln. w/Utility Connections ~ Offers Made Prior to Auction Day on the Real Estate are Welcome ~ **Remember, Everything is Selling Regardless of Price on Auction Day!**

**REAL ESTATE TAXES FOR YEAR 2018:** Approx. \$710.00 (total acreage)

**SCHOOL DISTRICT:** South Side

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.



# BOUNDARY SURVEY DESCRIPTIONS

FOR  
CONNIE ARNETT

## SURVEY DESCRIPTION TRACT 1

BEING LOT 1, WALNUT VALLEY SUBDIVISION, (UNRECORDED) A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 13 WEST AND A PART OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 05, TOWNSHIP 09 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 87°45'55" EAST A DISTANCE OF 34.49 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF UNITED STATES HIGHWAY 65, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY NORTH 54°04'51" WEST A DISTANCE OF 159.84 FEET TO THE PLATTED CENTERLINE OF REDRESS ROAD; THENCE ALONG SAID CENTERLINE NORTH 02°14'31" EAST A DISTANCE OF 286.24 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 33°45'29" WEST A DISTANCE OF 352.29 FEET TO THE PLATTED CENTERLINE INTERSECTION OF SWEETGUM LANE; THENCE ALONG THE CENTERLINE OF SWEETGUM LANE SOUTH 87°45'29" EAST A DISTANCE OF 544.57 FEET; THENCE LEAVING THE AFOREMENTIONED CENTERLINE SOUTH 02°10'20" WEST A DISTANCE OF 659.85 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE ALONG SAID SOUTH LINE NORTH 87°45'55" WEST A DISTANCE OF 74.35 FEET; THENCE SOUTH 02°27'26" EAST A DISTANCE OF 107.71 FEET TO SAID EASTERLY RIGHT OF WAY OF UNITED STATES HIGHWAY 65; THENCE ALONG THE AFOREMENTIONED RIGHT OF WAY NORTH 48°52'55" WEST A DISTANCE OF 130.52 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 54°05'06" WEST A DISTANCE OF 45.83 FEET TO THE POINT OF BEGINNING. CONTAINING 5.82 ACRES MORE OR LESS IN AGGREGATE.

## SURVEY DESCRIPTION TRACT 2

BEING LOT 2, WALNUT VALLEY SUBDIVISION, (UNRECORDED) A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE ALONG THE SOUTH LINE THEREOF SOUTH 87°45'55" EAST A DISTANCE OF 239.77 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE NORTH 02°10'20" EAST A DISTANCE OF 659.85 FEET TO THE PLATTED CENTERLINE OF SWEETGUM LANE; THENCE ALONG SAID CENTERLINE SOUTH 87°45'29" EAST A DISTANCE OF 200.00 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 02°16'04" WEST A DISTANCE OF 659.83 FEET TO THE SOUTH LINE OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE ALONG THE AFOREMENTIONED SOUTH LINE NORTH 87°45'55" WEST A DISTANCE OF 198.90 FEET TO THE POINT OF BEGINNING. CONTAINING 3.02 ACRES MORE OR LESS.

## SURVEY DESCRIPTION TRACT 3

BEING LOT 13, WALNUT VALLEY SUBDIVISION, (UNRECORDED) A PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ AND A PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST ¼ OF THE SOUTHEAST ¼; THENCE ALONG THE NORTH LINE THEREOF SOUTH 87°28'15" EAST A DISTANCE OF 97.18 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 02°14'30" WEST A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 02°14'30" WEST A DISTANCE OF 356.05 FEET TO THE PLATTED CENTERLINE OF SWEETGUM LANE; THENCE ALONG SAID CENTERLINE NORTH 87°45'29" WEST A DISTANCE OF 390.83 FEET TO THE INTERSECTION OF THE PLATTED CENTERLINE OF REDRESS ROAD; THENCE ALONG THE PLATTED CENTERLINE OF REDRESS ROAD NORTH 01°31'53" WEST A DISTANCE OF 358.91 FEET; THENCE LEAVING THE AFOREMENTIONED CENTERLINE SOUTH 87°28'14" EAST A DISTANCE OF 414.45 FEET TO THE POINT OF BEGINNING. CONTAINING 3.30 ACRES MORE OR LESS IN AGGREGATE.

## GENERAL SURVEY NOTES

1. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.

2. NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL/PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES OR FACILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES.



I, BRIAN H. TURNER, ARKANSAS LICENSED PROFESSIONAL SURVEYOR (PS#1782) HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE SURVEY WAS COMPLETED USING RECORD DEED INFORMATION AS WELL AS PREVIOUS SURVEYS, MONUMENTS, AND PHYSICAL EVIDENCE LOCATED IN THE FIELD. ENCROACHMENTS, IF ANY ARE NOTED ON THE SURVEY.

## LEGEND

⊙	SET 5/8" REBAR WITH CAP (PS#1782)
●	FOUND MONUMENT AS DESCRIBED
▲	COMPUTED POINT
—	FOUND SECTION CORNER AS DESCRIBED
—	SURVEYED BOUNDARY LINE
—	SECTION/TIE LINE
— X — X — X —	FENCE (TYPE AS NOTED)
—	CENTERLINE ROADWAY

## TURNER PROFESSIONAL LAND SURVEYING

320 MOORES LAKE RD.  
SCOTLAND, ARKANSAS 72141  
501-499-3812

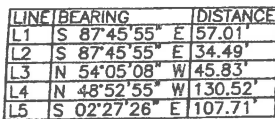
PROJECT #:	2018-0131
DATE OF SURVEY:	12/25/2018
DATE OF ISSUE:	12/28/2018
DRAWN BY:	BHT
CHECKED BY:	BHT



FOR  
CONNIE ARNETT

0 100'

SCALE IN US SURVEY FEET



SET 5/8" REBAR WITH CAP (PS#1782)  
FOUND MONUMENT AS DESCRIBED  
COMPUTED POINT  
FOUND SECTION CORNER AS DESCRIBED  
SURVEYED BOUNDARY LINE  
SECTION/TIE LINE  
BARBED WIRE FENCE  
CENTERLINE ROADWAY

PROJECT #:	2018-0131
DATE OF SURVEY:	12/25/2018
DATE OF ISSUE:	12/28/2018
DRAWN BY:	BHT
CHECKED BY:	BHT



# BOUNDARY SURVEY

FOR  
CONNIE ARNETT

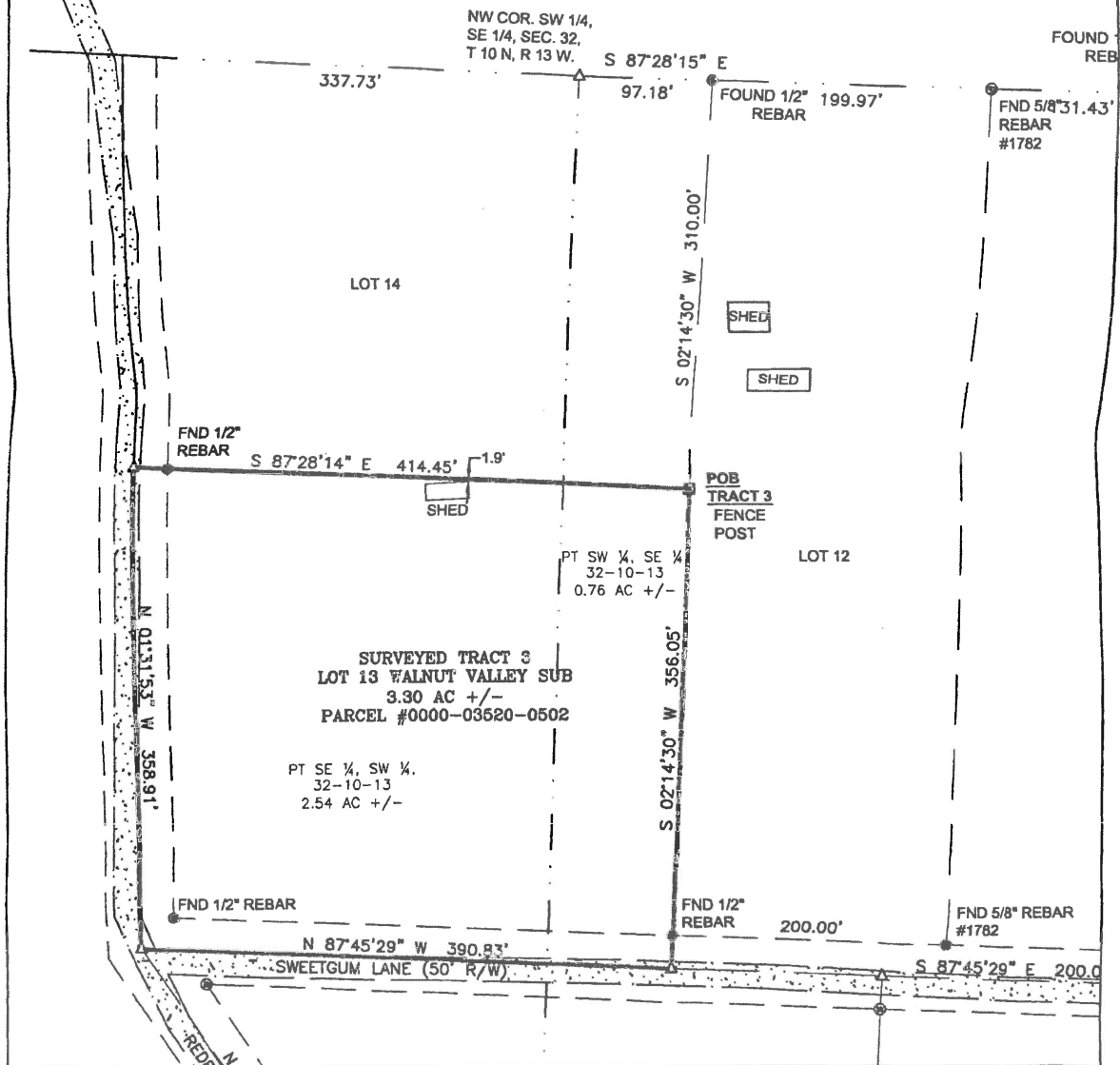
BEING LOT 13, WALNUT VALLEY SUBDIVISION, (UNRECORDED) A PART OF THE SE 1/4 OF THE SW 1/4 AND A PART OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 10 NORTH, RANGE 13 WEST, TOWNSHIP 09 NORTH, RANGE 13 WEST OF THE 5TH PRINCIPAL MERIDIAN, VAN BUREN COUNTY, ARKANSAS.



BEARINGS ARE BASED ON THE ARKANSAS  
COORDINATE SYSTEM, 1983, NORTH ZONE.



0 100'  
SCALE IN US SURVEY FEET



## LEGEND

- SET 5/8" REBAR WITH CAP (PS#1782)
- ▲ FOUND MONUMENT AS DESCRIBED
- △ COMPUTED POINT
- FOUND SECTION CORNER AS DESCRIBED
- SURVEYED BOUNDARY LINE
- SECTION/TIE LINE
- FENCE (TYPE AS NOTED)
- CENTERLINE ROADWAY

## TURNER PROFESSIONAL LAND SURVEYING

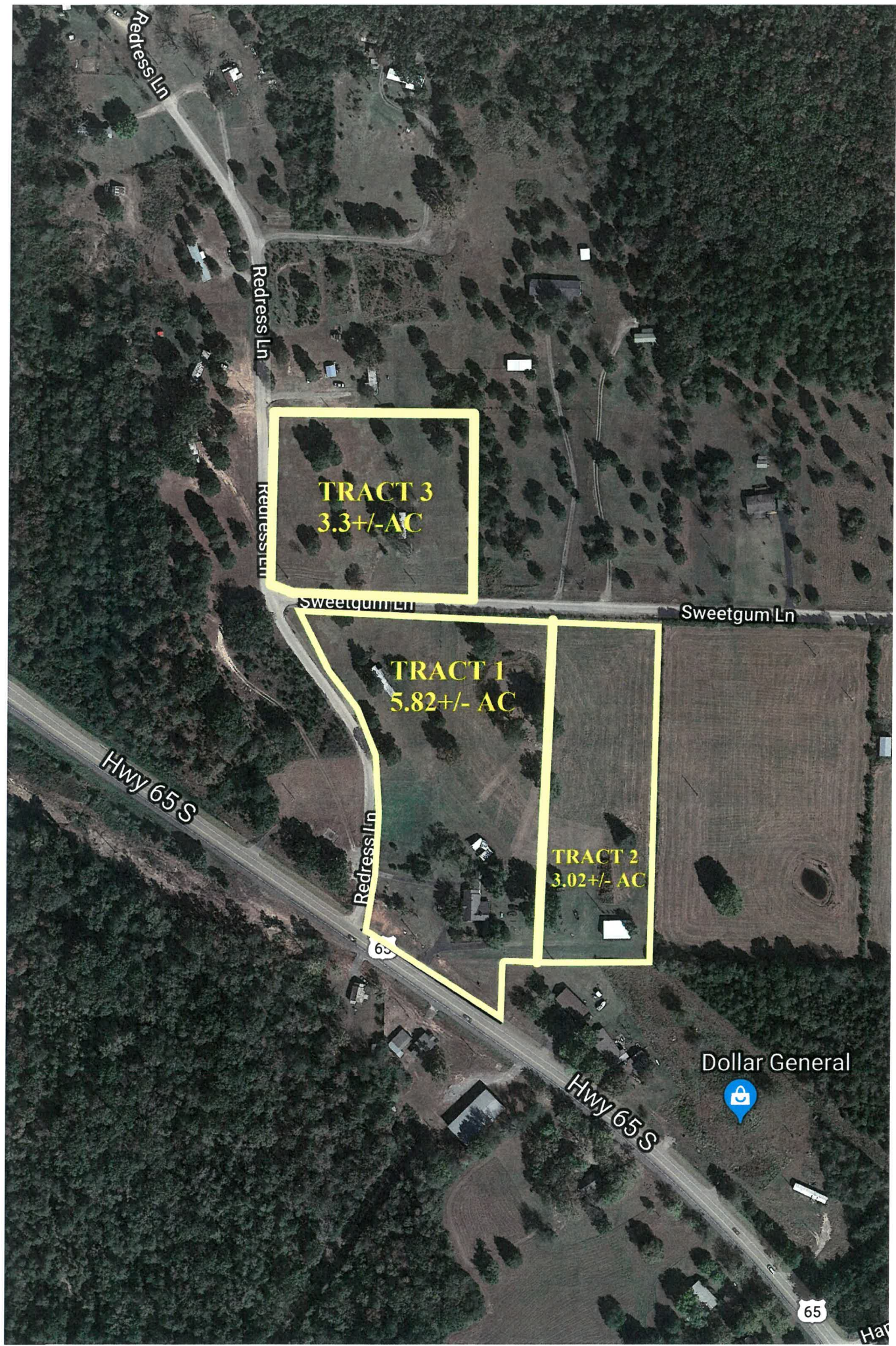
320 MOORES LAKE RD.  
SCOTLAND, ARKANSAS 72141  
501-499-3812

PROJECT #: 2018-0131  
DATE OF SURVEY: 12/25/2018  
DATE OF ISSUE: 12/28/2018  
DRAWN BY: BHT  
CHECKED BY: BHT









TRACT 3  
3.3 +/- AC

TRACT 1  
5.82 +/- AC

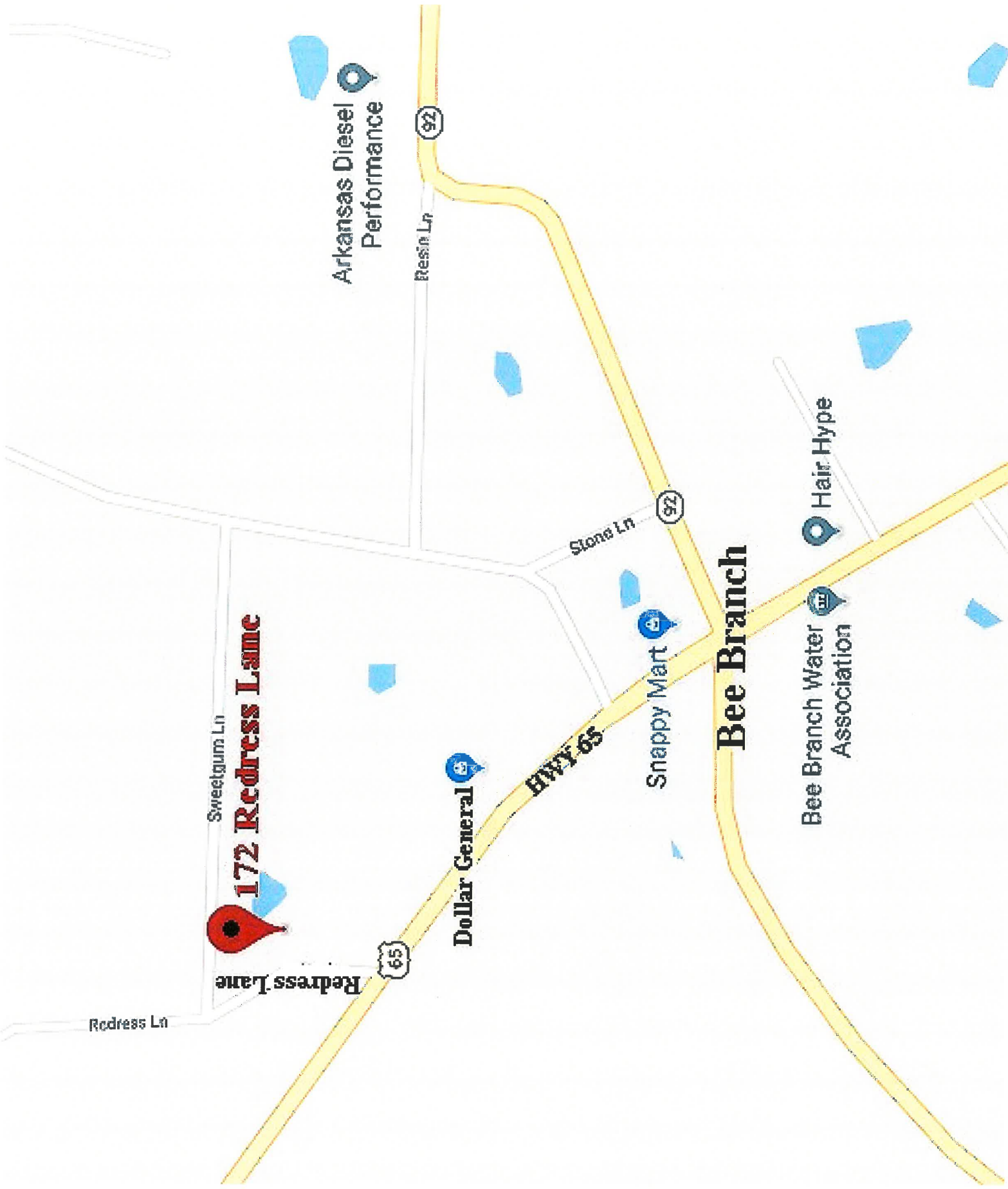
TRACT 2  
3.02 +/- AC

Dollar General



65







## **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 than 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](http://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: BEE BRANCH HOME BUYERS & REAL ESTATE INVESTORS!**

1,500+/- SF, 3BR/ 2BA Home & 12.14+/- Newly Surveyed Acres w/Highway Frontage ~ Selling in (3) Tracts & Any Combination on Auction Day ~ Also Selling Guns, Furniture, Antique Stove, Fishing Boat, Household Goods & More ~ Selling On-site w/Live, Online Bidding Available ~ **ALL SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

# **ABSOLUTE HOME, LAND & ESTATE AUCTION**

**THURSDAY ~ MARCH 14, 2019 ~ 10:00 A.M.**

**172 REDRESS LANE ~ BEE BRANCH, AR**

**DIRECTIONS:** *Located just North of the Dollar General Store on HWY 65 in Bee Branch ~ Watch for Auction Sign & Property on the East Side.*

**REAL ESTATE DESCRIPTION:** **(TRACT 1 w/Home)** Move-in Ready 3BR/ 2BA, 1,500+/- SF Ranch Style Home on 5.82+/- Newly Surveyed Acres ~ Surrounded by Fruit Trees & Various Mature Hardwoods & Plants to Provide Beauty & Privacy ~ 300+/- Ft. of HWY 65 Frontage & Access off Redress Ln. & Sweetgum Ln. ~ Home Offers Brick Construction, Fresh Interior Paint, Updated Metal Roof, Freshly Cleaned Carpet, Double Hung Vinyl Windows, 6" Exterior & Interior Walls ~ Large Wood Burning Fireplace is the Focal Point of the Living Room w/a Large Brick Hearth to Warm the Room ~ Living Area Opens to the Dining Room & Kitchen ~ Kitchen has Ample Cabinet Space, Breakfast Bar, Gas Stove & Matching Dishwasher ~ 3 Large Bedrooms all w/Large Closets ~ Full Guest Bath ~ Master Suite w/En Suite Bathroom w/Shower ~ Large Laundry Room in Hallway ~ Screened-in Porch w/Handicap Access ~ 2 Hobby Sheds ~ Pole Barn w/Stalls, In-ground Storm Cellar ~ Pond & Partial Fencing ~ This Tract has a Large Corner Lot w/Utilities Already on it, Ready for a 2nd Home or More ~ Home Offers Centerpoint Gas, Petit Jean Electric, Bee Branch Water & a Water Well for Yard & Garden Irrigation ~ **(TRACT 2)** 3.02+/- Acres of Pasture w/Pole Barn & Frontage on Sweetgum Ln. ~ Partially Fenced ~ **(TRACT 3)** 3.3+/- Acre Lot that Fronts on Sweetgum Ln. & Redress Ln. w/Utility Connections ~ Offers Made Prior to Auction Day on the Real Estate are Welcome ~ **Remember, Everything is Selling Regardless of Price on Auction Day!** ~ For Additional Information & Photos, Visit [WilsonAuctioneers.com](http://WilsonAuctioneers.com) or Contact our Office at 501-624-1825.

**PARTIAL LIST OF PERSONAL PROPERTY:** Guns Include: Rem 770 300 Win Mag w/Scope, Henry Lever Action .22 Mag, Winchester Model 67A .22, Rock Island Arms "Lion" Tactical .12G, Benelli Super Nova .12G, Ruger Single Six Stainless .22 Mag Pistol, Rossi 12G/.243 Combo Gun, Model 1000 Daisy .177 Cal Pellet Gun ~ Homemade Utility Trailer ~ Industrial Shelving ~ Fishing Boat w/Trailer & 88HP Motor, Fence Panels, Antique Stove/Oven, Household Goods, Bedroom Sets, Furniture & More ~ **Selling Regardless of Price to the Highest Bidder!**

**TERMS ON REAL ESTATE:** **(TRACT 1 w/Home)** \$15,000.00 ~ **(TRACTS 2 & 3)** \$5,000.00 (Each Tract), 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 are Welcome.**

**TERMS ON PERSONAL PROPERTY:** Cash, Check & Major Credit Cards Accepted Day of Auction ~ 10% Buyer's Premium.

**INSPECTION:** Home can be Inspected by Appointment ~ Contact Agent, **Peter Guerin a 501-733-6795/**[peter@wilsonauctioneers.com](mailto:peter@wilsonauctioneers.com) ~ Auctioneers will be On-site at 8:00 a.m. Day of Auction.

*Announcements made day of sale take precedence over printed material.*

**WILSON REAL ESTATE AUCTIONEERS, INC.**

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