

FAULKNER COUNTY ABSOLUTE COMMERCIAL BUILDING & LAND AUCTION

**Tuesday
March 26, 2019
11:00 A.M.
685 Highway 65
Greenbrier, Arkansas**



- 5,080± SF Commercial Building w/ 2,500± SF in Living Quarters & 2± Acres on HWY 65 in Greenbrier
- Offered in (2) Tracts & its Entirety
- 200± Ft. of US-65 Frontage ~ 24,000± VPD
- Selling Regardless of Price to the Highest Bidder on Auction Day!

HIGHWAY 65



WilsonAuctioneers.com

February 25, 2019

Dear Prospective Buyer:

This 5,080+/- square foot prime commercial office/business building has a full 2,500+/- square feet of living quarters in the back, on 2+/- acres with 200+/- feet of valuable Highway 65 frontage. The property is selling in (2) tracts or its entirety on auction day, and it's selling regardless of price to the highest bidder!

Tract 1 contains a 5,080+/- square foot building on 1+/- acre with a 5,000+/- square foot parking lot. The building has 15-foot side walls with (2) 12-foot insulated overhead doors. The front of this building features an enclosed entrance into a showroom with (2) side offices. The center of the building has an overhead insulated side door entrance into a large storage/operations room with a restroom and small office. The rear 50-foot of the building has its own entry and fully insulated garage into a meticulously maintained 2,500+/- square foot, 2 bedroom/ 2 bath full living quarters featuring 12-inch walls, 11-foot ceilings with recessed lighting, large kitchen with custom oak cabinets, (2) sinks, double ovens, walk-in pantry, and all stainless appliances. The eat-in dining area opens into a large living room that includes a built-in wet bar for entertaining. The large master bedroom has a large en suite bathroom with an oversized jetted tub and walk-in shower, and a walk-in closet with built-ins. There is a large guest bedroom with a guest bathroom. The back patio has a gazebo, and there is a large storage building. This property offers (3) HVAC systems, alarm system with cameras, and 3-phase electricity service. **Tract 2** consists of 1+/- acre cleared and leveled with 100+/- feet of highway frontage.

This property is in a prime location on Highway 65 with an approximate traffic count of 24,000 per day! The interior of this building was meticulously maintained from the front to back! You can run your own business and reside on the premises! The living quarters are not your average apartment; it is a full home! There are not many places like this available along Highway 65 in Greenbrier, so don't miss this opportunity to make this your own!

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 **685 Highway 65 in Greenbrier, Arkansas at 11:00 a.m. on March 26th**.

A handwritten signature in cursive script, reading "Gladys Webb", written over a horizontal line.

Gladys Webb, CAI
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: See Attachment

TERMS AND CONDITIONS: **(TRACT 1) \$25,000.00 & (TRACT 2) \$10,000.00**, Each 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: Faulkner County Title Company ~ Closing Agent: Barbara Lorenz ~ 8 Wilson Farm Road (Suite A), Greenbrier, Arkansas 72058 ~ (501) 679-0600 ~ Fax/ 679-0601.

GENERAL INFORMATION: 5,080+/- SF Prime Commercial Office/Business Building w/Full 2,500+/- SF Living Quarters in the Back, on 2+/- Acres w/ 200+/- Ft. of Valuable HWY 65 Frontage ~ Selling in (2) Tracts or its Entirety on Auction Day ~ **(TRACT 1)** 5,080+/- SF Building on 1+/- Acre w/ 5,000+/- SF Parking Lot ~ Building has 15 Ft. Side Walls w/ (2) 12 Ft. Insulated Overhead Doors ~ Front of Building Features an Enclosed Entrance into a Showroom w/ (2) Side Offices ~ Center of Building has an Overhead Insulated Side Door Entrance into a Large Storage/Operations Room w/a Restroom & Small Office ~ Rear 50 Ft. of Building has its Own Entrance & Fully Insulated Garage into a Meticulously Maintained 2,500+/- SF, 2BR/ 2BA Full Living Quarters Featuring 12" Walls, 11 Ft. Ceilings w/Recessed Lighting, Large Kitchen w/Custom Oak Cabinets, (2) Sinks, Double Ovens, Walk-in Pantry & All Stainless Appliances ~ Eat-in Dining Area Opens into Large Living Room that Includes a Built-in Wet Bar for Entertaining ~ Large Master Bedroom w/Large En Suite Bathroom w/Oversized Jetted Tub & Walk-in Shower & a Walk-in Closet w/Built-ins ~ Large Guest Bedroom w/Guest Bath ~ Back Patio w/Gazebo ~ Large Storage Building ~ Property Offers (3) HVAC Systems, Alarm System w/Cameras & 3-Phase Electricity Service ~ **(TRACT 2)** 1+/- Acre Cleared & Leveled w/ 100+/- Ft. of Highway Frontage ~ **Remember, this Property is Selling Regardless of Price to the Highest Bidder on Auction Day!** ~ Offers Prior to Auction are Welcome.

REAL ESTATE TAXES FOR YEAR 2018: \$2,725.19

SCHOOL DISTRICT: Greenbrier

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, aerals, 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

Part of the NE1/4 NW1/4, Section 4, T6N, R13W, Faulkner County, Arkansas, described as beginning at a point 610.5 feet North 0 degrees 25 minutes East of the Southwest corner of said NE1/4 NW1/4; thence continue North 0 degrees 25 minutes East, 205.80 feet, said point being 407.10 feet South 0 degrees 25 minutes West of the Northwest corner of said NE1/4 NW1/4; thence South 89 degrees 18 minutes 23 seconds East, 453.95 feet to the west right of way of State Highway #65; thence along said right of way to a point South 7 degrees 29 minutes 25 seconds West, 22.37 feet; thence to a point South 20 degrees 52 minutes 58 seconds West, 64.76 feet; thence to a point South 14 degrees 34 minutes 40 seconds East, 39.93 feet; thence to a point South 7 degrees 29 minutes 25 seconds West, 81.03 feet; thence leaving said right of way North 89 degrees 49 minutes West, 428.90 feet (previously deeded 441.32 feet) to the point of beginning, containing 2.05 acres, more or less.

N 00°25'00" E 610.50'

N 00°25'00" E 205.80'

107.16'

NW CORNER NE 1/4 NW 1/4
SECTION 4, T-6-N, R-13-W
FAULKNER COUNTY, ARKANSAS

SPUN 08X01-71

18- 10x10 units

130

~ 10x10 Double unit

130

10x10 Double unit

2.05 ACRES

26 unit

3- 10x10
1- 10x20

Yard

Building

Parking lot

Asphalt

16 Rubber units

← 5000 →

Survey for: Arkansas Capital Corporation

Date: 11-23-99

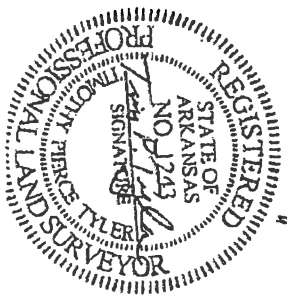
Scale: 1 inch equals 40 feet

● denotes iron pins found

○ denotes iron pins set

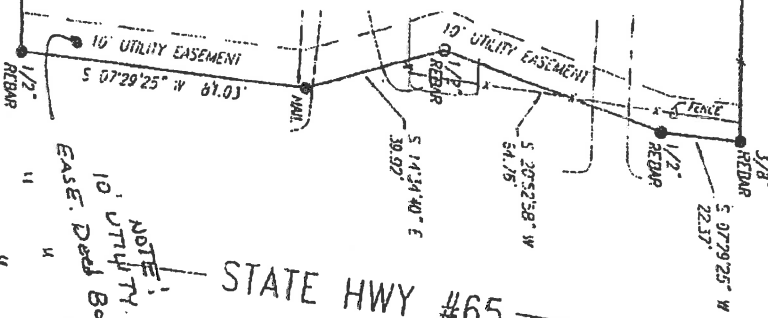
Basis of bearings is as previously plotted and deduced by Billy P. Tyler, dated 9-1-93.

I hereby certify that I have surveyed a part of the NE 1/4 NW 1/4 of Section 4, T-6-N, R-13-W, Faulkner County, Arkansas, more particularly described as beginning at a point 610.50 feet N00°25'00"E of the SW corner of said NE 1/4, NW 1/4; thence continue N00°25'00"E 205.80 feet; said point being 407.10 feet S00°25'00"W of the NW corner of said NE 1/4, NW 1/4; thence S89°18'23"E 453.05 feet to the West right of way of State Hwy #65; thence along said right of way point S89°25'00"E 371.37 feet; thence S89°25'00"E 476.00 feet; then

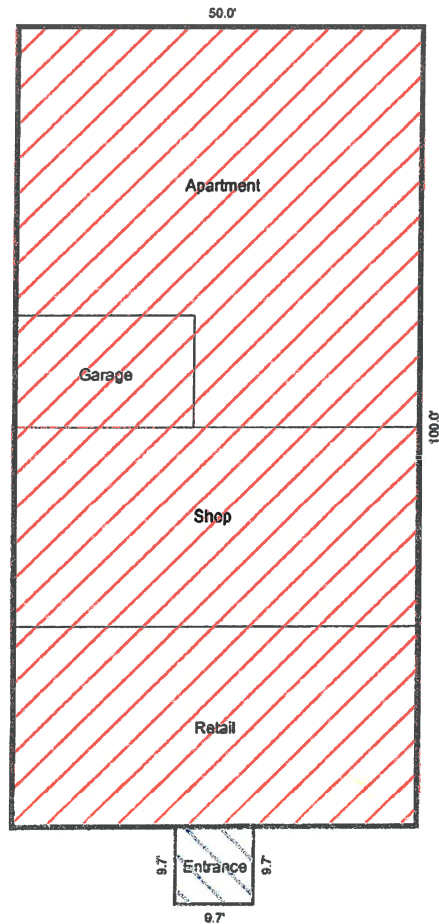


NOTE:
10' UTILITY
EASE. DED. 80'

STATE HWY #65



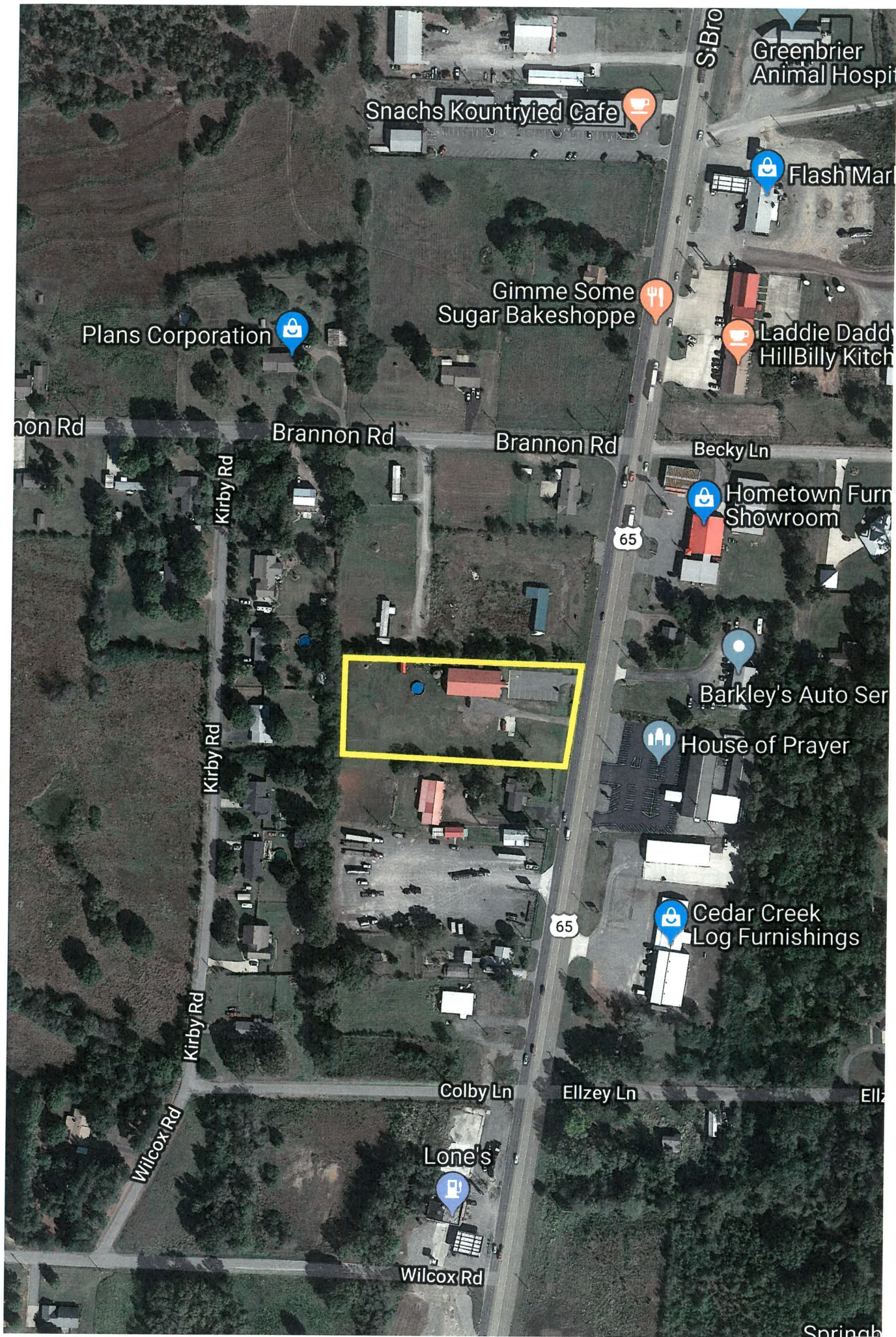
SKETCH/AREA TABLE ADDENDUM



Scale: 1" = 23'

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GBA1	First Floor	5000.00	5000.00
OTH	Brick Entry	94.09	94.09
TOTAL BUILDING (rounded)			5000

BUILDING AREA BREAKDOWN	
Breakdown	Subtotals
First Floor	
50.0 x 100.0	5000.00
1 Calculation Total (rounded)	5000



Greenbrier
Animal Hospital

Snacks Kountry'd Cafe

Flash Mart

Gimme Some
Sugar Bakeshoppe

Plans Corporation

Laddie Daddy
HillBilly Kitch

non Rd

Brannon Rd

Brannon Rd

Becky Ln

Hometown Furn
Showroom

Kirby Rd

65

Barkley's Auto Ser

House of Prayer

Kirby Rd

Cedar Creek
Log Furnishings

65

Kirby Rd

Colby Ln

Ellzey Ln

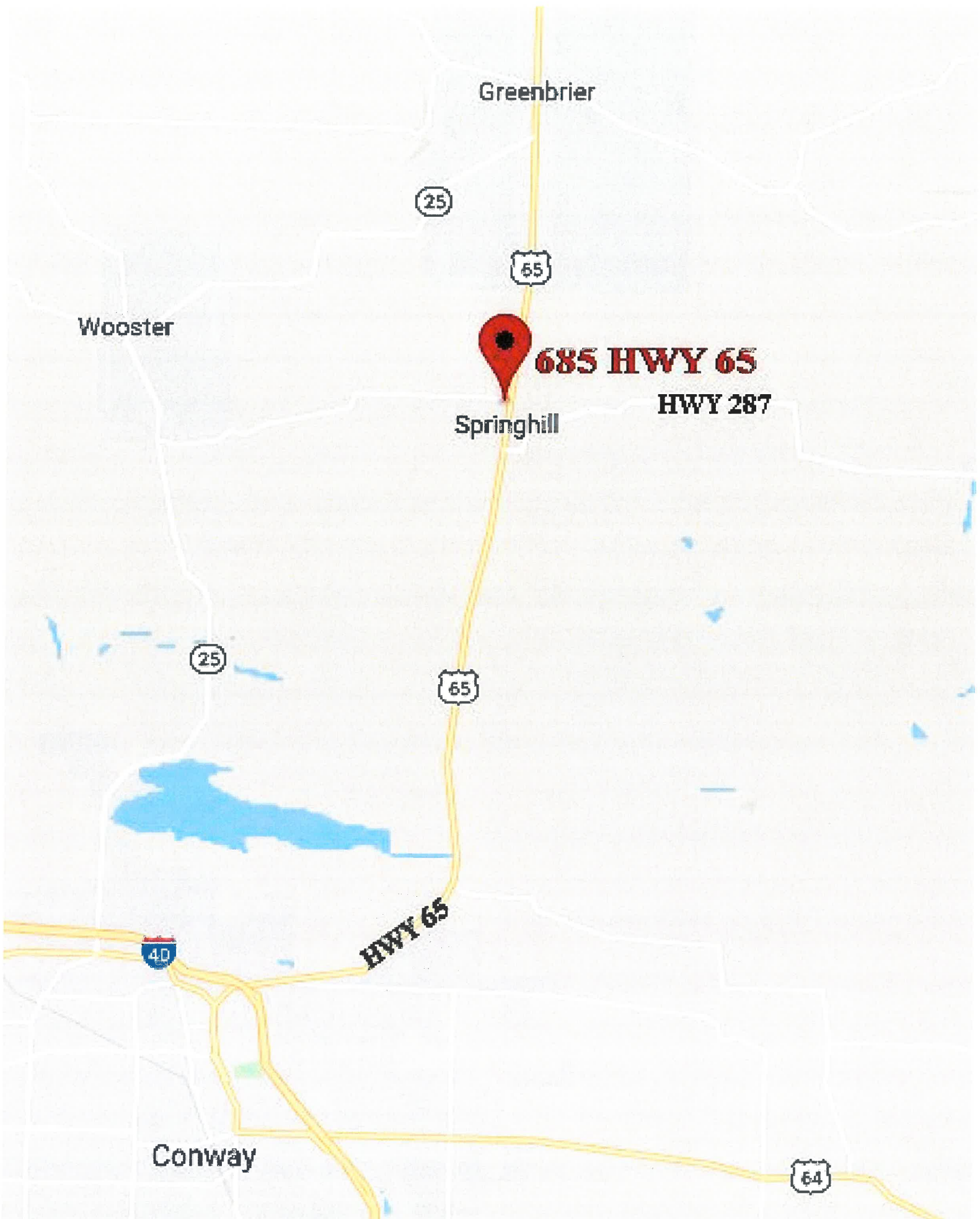
Ellz

Wilcox Rd

Lone's

Wilcox Rd

Springh



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: BUSINESS OWNERS, COMMERCIAL LANDLORDS & INVESTORS!

5,080+/- SF Commercial Building w/ 2,500+/- SF in Living Quarters & 2+/- Acres on HWY 65 in Greenbrier ~ Offered in (2) Tracts & its Entirety ~ Selling On-site w/Live, Online Bidding Available ~ **SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

**FAULKNER COUNTY ABSOLUTE
COMMERCIAL BUILDING & LAND AUCTION
TUESDAY ~ MARCH 26, 2019 ~ 11:00 A.M.
685 HIGHWAY 65 ~ GREENBRIER, AR**

DIRECTIONS: *Traveling North from Conway on HWY 65, Watch for Auction Signs & Property on West Side of the Highway ~ Property is Approx. 0.4 Mi. from HWY 287 Stoplight.*

REAL ESTATE DESCRIPTION: 5,080+/- SF Prime Commercial Office/Business Building w/Full 2,500+/- SF Living Quarters in the Back, on 2+/- Acres w/ 200+/- Ft. of Valuable HWY 65 Frontage ~ Selling in (2) Tracts or its Entirety on Auction Day ~ **(TRACT 1)** 5,080+/- SF Building on 1+/- Acre w/ 5,000+/- SF Parking Lot ~ Building has 15 Ft. Side Walls w/ (2) 12 Ft. Insulated Overhead Doors ~ Front of Building Features an Enclosed Entrance into a Showroom w/ (2) Side Offices ~ Center of Building has an Overhead Insulated Side Door Entrance into a Large Storage/Operations Room w/a Restroom & Small Office ~ Rear 50 Ft. of Building has its Own Entrance & Fully Insulated Garage into a Meticulously Maintained 2,500+/- SF, 2BR/ 2BA Full Living Quarters Featuring 12" Walls, 11 Ft. Ceilings w/Recessed Lighting, Large Kitchen w/Custom Oak Cabinets, (2) Sinks, Double Ovens, Walk-in Pantry & All Stainless Appliances ~ Eat-in Dining Area Opens into Large Living Room that Includes a Built-in Wet Bar for Entertaining ~ Large Master Bedroom w/Large En Suite Bathroom w/Oversized Jetted Tub & Walk-in Shower & a Walk-in Closet w/Built-ins ~ Large Guest Bedroom w/Guest Bath ~ Back Patio w/Gazebo ~ Large Storage Building ~ Property Offers (3) HVAC Systems, Alarm System w/Cameras & 3-Phase Electricity Service ~ **(TRACT 2)** 1+/- Acre Cleared & Leveled w/ 100+/- Ft. of Highway Frontage ~ **Remember, this Property is Selling Regardless of Price to the Highest Bidder on Auction Day!** ~ Offers Prior to Auction are Welcome ~ **For Additional Information, Aerial Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.**

AUCTIONEER'S NOTE: This property is in a prime location on Highway 65 with an approximate traffic count of 24,000 per day! The interior of this building was meticulously maintained from the front to back! You can run your own business and reside on the premises! The living quarters are not your average apartment; it is a full home! There are not many places like this available along Highway 65 in Greenbrier, so don't miss this opportunity to make this your own!

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INSPECTION: Drive by Anytime to Inspect or Call to Schedule an Appointment to View the Building ~ Contact Agents, **Gladys Webb at 501-766-0605/ gladys@wilsonauctioneers.com or Peter Guerin at 501-733-6795/ peter@wilsonauctioneers.com** ~ Auctioneers will be on Premises at 10:00 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