

WOOLVERTON MOUNTAIN HOME, LAND & EQUIPMENT ABSOLUTE AUCTION

Thursday
December 7, 2017
10:00 A.M.
44 Mountain View Drive
Clinton, Arkansas

- Custom-built, 1,732± SF Home on 56± Multi-use Acres on Woolvorton Mountain
- Excellent Mixture of Improved Pasture & Mature Timber w/Views for Miles
- Fenced & Cross Fenced • Gated, End of Road Privacy • 30x50 Ft. Insulated Shop
- 2 Ponds • Professionally Landscaped
- Also Selling John Deere 5103 Tractor, John Deere 60 inch Zero Turn Mower, Kubota RTV900 4x4, Diesel UTV, Implements, Equipment & More
- Everything is Selling Regardless of Price to the Highest Bidder on Auction Day!



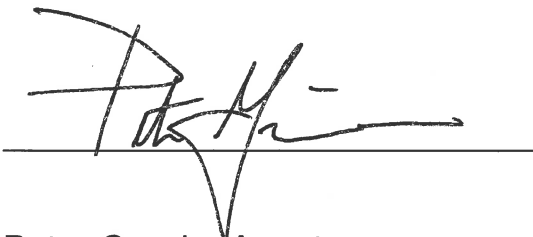
November 8, 2017

Dear Prospective Buyer:

This 56+/- beautiful acres atop Woolverton Mountain is a great mixture of improved pasture and mature timber with wonderful southern views off of the mountain. The property is fenced and cross fenced for cattle with multiple gated access points and established interior roads for navigation. There is (1) year-round pond stocked with Catfish and (1) wet weather pond. This property is conveniently located just 2 miles west of Highway 9 in Center Ridge, Arkansas.

A security gated entrance leads to the well-built 1,732+/- square foot, 2 bedroom/ 2 bathroom, custom-built wood siding home that was completely remodeled and updated in 2015. The wood exterior home features a shingle roof, gutters, and a side and back deck with panoramic views. There is a detached double garage, an insulated and wired 30x50 foot shop building, an underground storm shelter, hobby shed, and (2) outbuildings. The homes interior features updated Berber carpet, linoleum and heated tile flooring in the master bathroom. The remodeled kitchen features solid surface countertops, new hardwood cabinets with soft close drawers, matching GE Profile appliances, and LED lighting. The kitchen, dining, and living area flow neatly with an open concept and high ceilings with large windows to provide natural light. A large, brick surrounded fireplace is the focal point of the living area and is gas operated but could easily convert back into a real wood-burning fireplace. The 6 inch studded walls and double/triple glazed aluminum windows help keep the utility cost minimal. The large loft can be used as a sitting area or converted into a 3rd bedroom. The completely renovated bathroom boasts granite counters, heated floors, glass top mount sink, new tub/shower, and a toilet. The full property security system includes cameras and remote control access. All appliances including the Kenmore washer and dryer will convey with the home. There are city water and electricity, a septic system, and (2) old Wells on the property. The mineral rights Do Not convey with property. **Everything, including the real estate, 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, **Peter Guerin, at (501) 733-6795**. We look forward to working with you on auction day at **44 Mountain View Drive in Clinton, Arkansas at 10:00 a.m. on December 7th.**

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: \$25,000.00 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 Made Prior to Auction Day on the Real Estate are Welcome!**

CLOSING COMPANY: Benchmark Title Company, Inc. ~ Closing Agent: Vickie Carroll ~ 212 E. Railroad Avenue, Morrilton, Arkansas 72110 ~ (501) 477-2296 ~ Fax/477-2339.

GENERAL INFORMATION: This 56+/- Beautiful Acres Atop Woolverton Mountain is a Great Mixture of Improved Pasture & Mature Timber w/Wonderful Southern Views off of the Mountain ~ Fenced & Cross Fenced for Cattle w/Multiple Gated Access Points & Established Interior Roads for Navigation ~ (1) Year-round Pond Stocked w/Catfish & (1) Wet Weather Pond ~ Conveniently Located just 2 Miles West of HWY 9 in Center Ridge ~ **HOME DESCRIPTION:** The Security Gated Entrance Leads to the Well-built 1,732+/- SF, 2 Bedroom/ 2 Bathroom, Custom-built Wood Siding Home that was Completely Remodeled & Updated in 2015 ~ The Wood Exterior Home Features a Shingle Roof, Gutters & a Side & Back Deck w/Panoramic Views ~ Detached Double Garage, Insulated & Wired 30x50 Ft. Shop Building, Underground Storm Shelter, Hobby Shed & (2) Outbuildings ~ The Homes Interior Features Updated Berber Carpet, Linoleum & Heated Tile Flooring in the Master Bath ~ Remodeled Kitchen Features Solid Surface Countertops, New Hardwood Cabinets w/Soft Close Drawers, Matching GE Profile Appliances & LED Lighting ~ Kitchen, Dining & Living Area Flow Neatly w/an Open Concept & High Ceilings w/Large Windows to Provide Natural Light ~ Large, Brick Surrounded Fireplace is Focal Point of the Living Area & is Gas Operated but Could Easily Convert Back into a Real Wood-burning Fireplace ~ 6 inch Studded Walls & Double/Triple Glazed Aluminum Windows help Keep the Utility Cost Minimal ~ Large Loft Can be Used as a Sitting Area or Converted into a 3rd Bedroom ~ Completely Renovated Bathroom Boasts Granite Counters, Heated Floors, Glass Top Mount Sink, New Tub/Shower & Toilet ~ Full Property Security System Includes Cameras & Remote Control Access ~ All Appliances Including the Kenmore W/D Convey w/Home ~ City Water & Electricity, Septic System & (2) Old Wells on the Property ~ Mineral Rights Do Not Convey ~ **REMEMBER, EVERYTHING INCLUDING THE REAL ESTATE IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

REAL ESTATE TAXES FOR YEAR 2016: \$735.89

SCHOOL DISTRICT: Nemo Vista

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:

All in Section 22, Township 9 North, Range 15 West.

The Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) and the Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) LESS and EXCEPT a tract of land described as follows;

Beginning at the NE corner of said Northwest Quarter of the Northeast Quarter (NW1/4 NE1/4) thence West 1320 feet; thence South 925 feet to the center of County Road as now located; thence Northeasterly along the center of said road to the East line of said Northwest Quarter of Northeast Quarter (NW1/4 NE1/4); thence north approximately 715 feet to the point of beginning, containing approximately 24 acres herein excepted, and in the aggregate 56 acres.



133

Mountain View Rd

133

56+/-ACRES

44 Mountain View Drive

Mountain View Rd.

Woolverton Mtn. Rd.

Sweet Home Rd

Hemphill Rd

Hemphill Rd

Sunset Ln

Sunset Ln

639

636

935

41

Center Ridge

HWY 92

HWY 9

HWY 9

9

9

9

92

Lillie Ln

Smokey Rd

11

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.

Custom-built, 1,732+/- SF Home on 56+/- Multi-use Acres on Woolverton Mountain ~ Excellent Mixture of Improved Pasture & Mature Timber w/Views for Miles ~ Fenced & Cross Fenced ~ Gated, End of Road Privacy ~ 30x50 Ft. Insulated Shop ~ 2 Ponds ~ Professionally Landscaped ~ Also Selling John Deere 5103 Tractor, John Deere 60 inch Zero Turn Mower, Kubota RTV900 4x4, Diesel UTV, Implements, Equipment & More ~ **EVERYTHING IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!**

WOOLVERTON MOUNTAIN HOME, LAND & EQUIPMENT ABSOLUTE AUCTION

THURSDAY ~ DECEMBER 7, 2017 ~ 10:00 A.M.

44 MOUNTAIN VIEW DRIVE ~ CLINTON, AR

DIRECTIONS: From the Junction of HWY 9 & 92 in Center Ridge, Travel North 3.2 Mi. on HWY 9 ~ Turn Left onto Woolverton Mountain Rd. & go 0.4 Mi. ~ Turn Slight Left onto Mountain View Dr. & follow Mountain View Dr. 1.5 Mi. ~ Watch for Auction Sign on the Left.

REAL ESTATE DESCRIPTION: This 56+/- Beautiful Acres Atop Woolverton Mountain is a Great Mixture of Improved Pasture & Mature Timber w/Wonderful Southern Views off of the Mountain ~ Fenced & Cross Fenced for Cattle w/Multiple Gated Access Points & Established Interior Roads for Navigation ~ (1) Year-round Pond Stocked w/Catfish & (1) Wet Weather Pond ~ Conveniently Located just 2 Miles West of HWY 9 in Center Ridge ~ **HOME DESCRIPTION:** The Security Gated Entrance Leads to the Well-built 1,732+/- SF, 2 Bedroom/ 2 Bathroom, Custom-built Wood Siding Home that was Completely Remodeled & Updated in 2015 ~ The Wood Exterior Home Features a Shingle Roof, Gutters & a Side & Back Deck w/Panoramic Views ~ Detached Double Garage, Insulated & Wired 30x50 Ft. Shop Building, Underground Storm Shelter, Hobby Shed & (2) Outbuildings ~ The Homes Interior Features Updated Berber Carpet, Linoleum & Heated Tile Flooring in the Master Bath ~ Remodeled Kitchen Features Solid Surface Countertops, New Hardwood Cabinets w/Soft Close Drawers, Matching GE Profile Appliances & LED Lighting ~ Kitchen, Dining & Living Area Flow Neatly w/an Open Concept & High Ceilings w/Large Windows to Provide Natural Light ~ Large, Brick Surrounded Fireplace is Focal Point of the Living Area & is Gas Operated but Could Easily Convert Back into a Real Wood-burning Fireplace ~ 6 inch Studded Walls & Double/Triple Glazed Aluminum Windows help Keep the Utility Cost Minimal ~ Large Loft Can be Used as a Sitting Area or Converted into a 3rd Bedroom ~ Completely Renovated Bathroom Boasts Granite Counters, Heated Floors, Glass Top Mount Sink, New Tub/Shower & Toilet ~ Full Property Security System Includes Cameras & Remote Control Access ~ All Appliances Including the Kenmore W/D Convey w/Home ~ City Water & Electricity, Septic System & (2) Old Wells on the Property ~ Mineral Rights Do Not Convey ~ **REMEMBER, EVERYTHING INCLUDING THE REAL ESTATE IS SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!** ~ For Additional Information, Photos & Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

LIST OF PERSONAL PROPERTY: John Deere 5103 Tractor w/Front End Loader & 727 Hrs., John Deere Z930A Zero Turn Mower w/60 inch Deck & 350 Hrs., Kubota RTV900 4x4, Diesel UTV w/Power Steering, Brush Guard, Dump Bed & 445 Hrs., 6 Ft. John Deere MX6 Bush Hog, 6 Ft. Frontier RB2072 Blade, Farm Start PTO Auger, 1,000 Gallon Farm Fuel Tank, Ryobi 3,000 PSI Pressure Washer, 17,500 Watt Ultra Source Backup Generator, 250 Amp Arc Welder w/Accessories, 60 Gallon Charge Air Pro Air Compressor, Oxygen/Acetylene Torch Set ~ **EVERYTHING IS SELLING REGARDLESS OF PRICE ON AUCTION DAY!**

AUCTIONEER'S NOTE: This 56+/- acres and custom-built home are atop Woolverton Mountain and offer so many different options for many types of buyers! Whether you are a new retiree, a family, church group, hunting club, cattle farmer or someone looking for a quiet getaway in the mountains, this property is perfect for all! Do not miss your chance to own a piece of beautiful land!

TERMS ON REAL ESTATE: \$25,000.00 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 Made Prior to Auction Day on the Real Estate are Welcome!**

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

SPECIAL INSPECTION: (Open House) *Sunday, December 3rd from 1:00 p.m. - 3:00 p.m.* or Contact Agent, **Peter Guerin** at 501-733-6795/ peter@wilsonauctioneers.com to View this Incredible Property Today! ~ **Doors Open & Auctioneers will be On-site at 8:00 a.m. on Auction Day.**

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