

WHITE RIVER ABSOLUTE WATERFRONT HOME AUCTION

Wednesday ~ March 21, 2018 ~ 11:00 A.M.
\$10 Joe Baker Road ~ Cushman, Arkansas



- Waterfront Home on the White River at Collietown just 18 Miles NW of Batesville!
- 1,922± SF ~ 3BR/ 3BA Home on 1± Acre Lot ~ 150± Ft. of White River Frontage
- Panoramic Views of Painters Bluff
- Beautiful, Cabin Style Home Built in 2007
- Selling Regardless of Price to the Highest Bidder on Auction Day!



WilsonAuctioneers.com

February 20, 2018

Dear Prospective Buyer:

Your family and friends will enjoy upriver trout fishing, boating, hunting, and hiking just outside your door. This exceptional property lies just north of the mouth of Lafferty Creek, where you can motor in for some of the best Largemouth Bass and Crappie fishing in the White River basin. Constructed of pier and beam on a tall crawl space, this lodge style home has cypress board exterior and interior vaulted pine ceilings. This waterfront retreat has a sweeping view of the river from every window in the home. You can see the cliffs along Painters Bluff year-round. Bald Eagles live in this stretch along the White River, and the full-length rear deck is just the place to watch these awesome creatures. Our seller purchased this house new and has enjoyed approximately one year living in this rustic home during vacation visits. The property has been very well-maintained. This wonderful home offers an open gathering space, including a family room with a wall of windows and doors facing the river, a free-standing wood-burning fireplace framing a rock face interior wall, and a well-equipped kitchen furnished with stainless appliances and Corian surfaces. The main level also includes 2 bedroom suites and a guest bathroom, spacious laundry room furnished with washer and dryer and generous closet spaces. There is an upstairs balcony overlooking the ground floor and river with a private entry to the 3rd bedroom and bathroom. This property is complete with wrap-around decks, walk ramp, 2 covered entries, and a detached 2-car garage and workroom with 3 overhead doors. The garage was built with the intentions of adding an upstairs suite. You will want to see this riverfront home in gated Collietown Subdivision, a well-designed Cooper community with electricity and municipal water. The paved county road to the subdivision gate was recently completed. There is a mix of vacation and full-time residents. You will have a private community boat ramp and additional metal building storage space available.

This home is selling partially furnished with all kitchen appliances, washer/dryer and some living room and bedroom furnishings. You can purchase and enjoy this property immediately. This home is ***selling regardless of price 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 Raney-Webb, at (501) 766-0605**. We look forward to working with you on auction day at ***310 Joe Baker Road in Cushman, Arkansas at 11:00 a.m. on March 21st.***

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

Gladys Raney-Webb, CAI
Wilson Real Estate Auctioneers, Inc.

GENERAL INFORMATION

LEGAL DESCRIPTION: Lot 31 of Collietown Addition to Independence County, Arkansas.

TERMS AND CONDITIONS: \$20,000.00 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 Prior to Auction are Welcome.**

CLOSING COMPANY: Independence County Abstract Company, Inc. ~ Closing Agent: Kimberly Dale, kim@indcoabstract.com ~ 150 S. Broad Street, Batesville, Arkansas 72501 ~ (870) 793-3333 ~ Fax/ 793-3343.

GENERAL INFORMATION: Your family and friends will enjoy upriver trout fishing, boating, hunting, and hiking just outside your door. This exceptional property lies just north of the mouth of Lafferty Creek, where you can motor in for some of the best Largemouth Bass and Crappie fishing in the White River basin. Constructed of pier and beam on a tall crawl space, this lodge style home has cypress board exterior and interior vaulted pine ceilings. This waterfront retreat has a sweeping view of the river from every window in the home. You can see the cliffs along Painters Bluff year-round. Bald Eagles live in this stretch along the White River, and the full-length rear deck is just the place to watch these awesome creatures. Our seller purchased this house new and has enjoyed approximately one year living in this rustic home during vacation visits. The property has been very well-maintained. This wonderful home offers an open gathering space, including a family room with a wall of windows and doors facing the river, a free-standing wood-burning fireplace framing a rock face interior wall, and a well-equipped kitchen furnished with stainless appliances and Corian surfaces. The main level also includes 2 bedroom suites and a guest bath, spacious laundry room furnished with washer and dryer and generous closet spaces. There is an upstairs balcony overlooking the ground floor and river with a private entry to the 3rd bedroom and bath. This property is complete with wrap-around decks, walk ramp, 2 covered entries, and a detached 2-car garage and workroom with 3 overhead doors. The garage was built with the intentions of adding an upstairs suite. You will want to see this riverfront home in gated Collietown Subdivision, a well-designed Cooper community with electricity and municipal water. The paved county road to the subdivision gate was recently completed. There is a mix of vacation and full-time residents. You will have a private community boat ramp and additional metal building storage space available. This Home is Selling Partially Furnished w/All Kitchen Appliances, Washer/Dryer & Some Living Room & Bedroom Furnishings ~ You can Purchase & Enjoy this Property Immediately ~ **REMEMBER, IT'S SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER!**

REAL ESTATE TAXES FOR YEAR 2017: \$1,685.09

SCHOOL DISTRICT: Cushman

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.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	INDEPENDENCE COUNTY, ARKANSAS (Unincorporated Areas)	Lots 1 through 68, Collietown Addition, as shown on the Plat, recorded in Book 2003, Page 3982, in the Office of the County Clerk, Independence County, Arkansas
	COMMUNITY NO.: 050090	
AFFECTED MAP PANEL	NUMBER: 05063C0175D	
	DATE: 3/17/2010	

FLOODING SOURCE: WHITE RIVER

APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 35.859, -91.847

SOURCE OF LAT & LONG: ESRI: FEMA GEOCODE/GOOGLE MAPS

DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
1 - 68	--	Collietown Addition	--	Property	X (unshaded)	--	--	--

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

PORTIONS REMAIN IN THE SFHA
ZONE A
STUDY UNDERWAY

REISSUANCE

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document amends the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 6730 Santa Barbara Court, Elkridge, MD 21075.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP AMENDMENT DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

STUDY UNDERWAY (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

This determination is based on the flood data presently available. However, the Federal Emergency Management Agency is currently revising the National Flood Insurance Program (NFIP) map for the community. New flood data could be generated that may affect this property. When the new NFIP map is issued it will supersede this determination. The Federal requirement for the purchase of flood insurance will then be based on the newly revised NFIP map.

REISSUANCE (This Additional Consideration applies to all properties in the LOMA DETERMINATION DOCUMENT (REMOVAL))

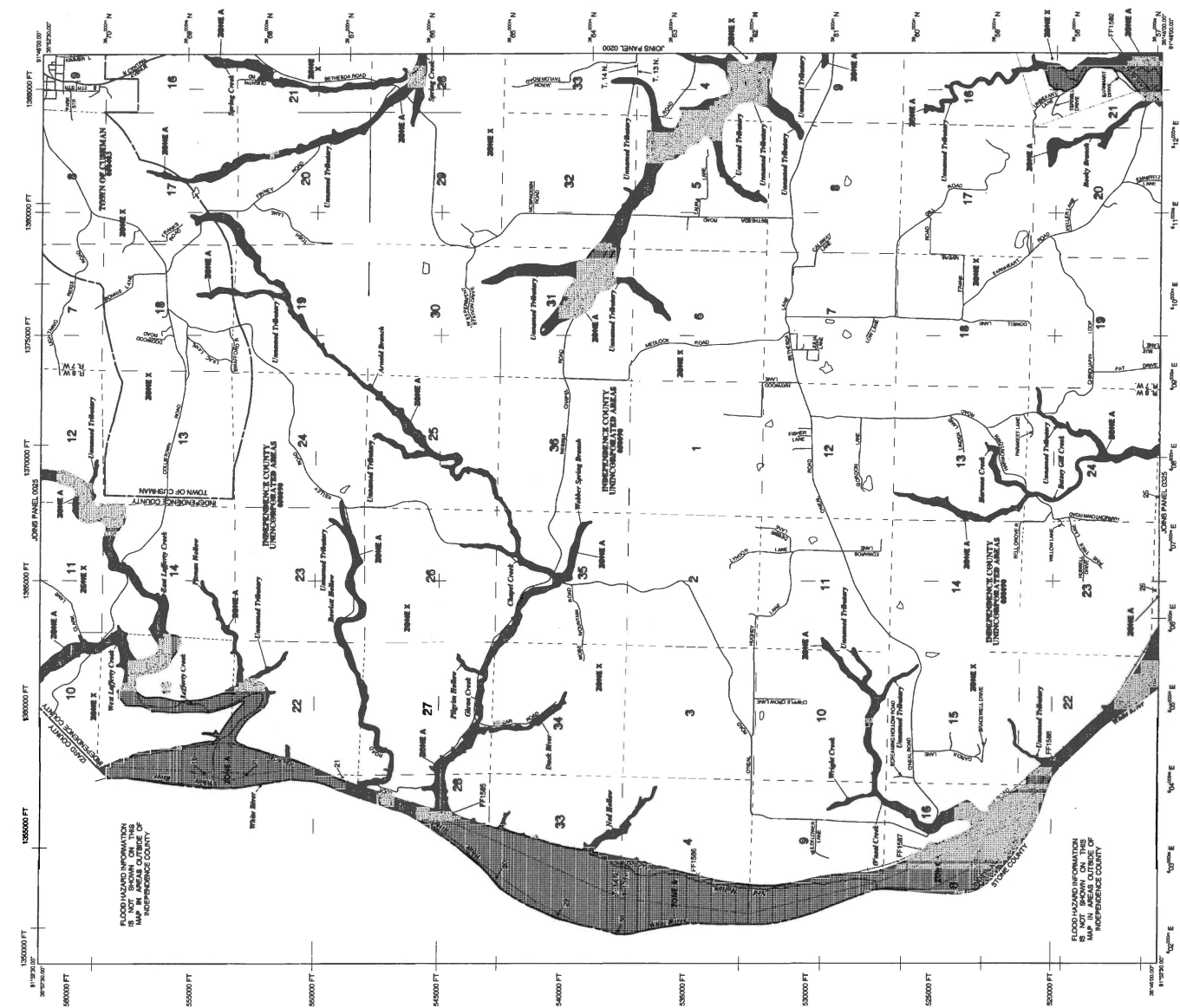
The 1/6/1988, National Flood Insurance Program (NFIP) map has since been superseded by a new NFIP map dated 3/17/2010, for this community. Therefore, this document issues a new determination for the subject property based on the new 3/17/2010, NFIP map.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, LOMC Clearinghouse, 6730 Santa Barbara Court, Elkridge, MD 21075.

Luis Rodriguez, P.E., Chief
Engineering Management Branch
Federal Insurance and Mitigation Administration

[illegible]

or visit the FEMA website at <http://www.fema.gov/>.

[illegible][illegible]

NIFP

NATIONAL FLOOD INSURANCE PROGRAM

FLOOD INSURANCE RATE MAP
INDEPENDENCE COUNTY,
ARKANSAS

AND INCORPORATED AREAS

MAP NUMBER
5500000000

PARCEL 01790

PHASE 778 OF 869

DATE ISSUED
10/01/2010

PROPERTY ADDRESS
10000 N. HIGHWAY 100
INDEPENDENCE, ARKANSAS 72641

PROPERTY TYPE
SINGLE-FAMILY RESIDENTIAL

INSURANCE TYPE
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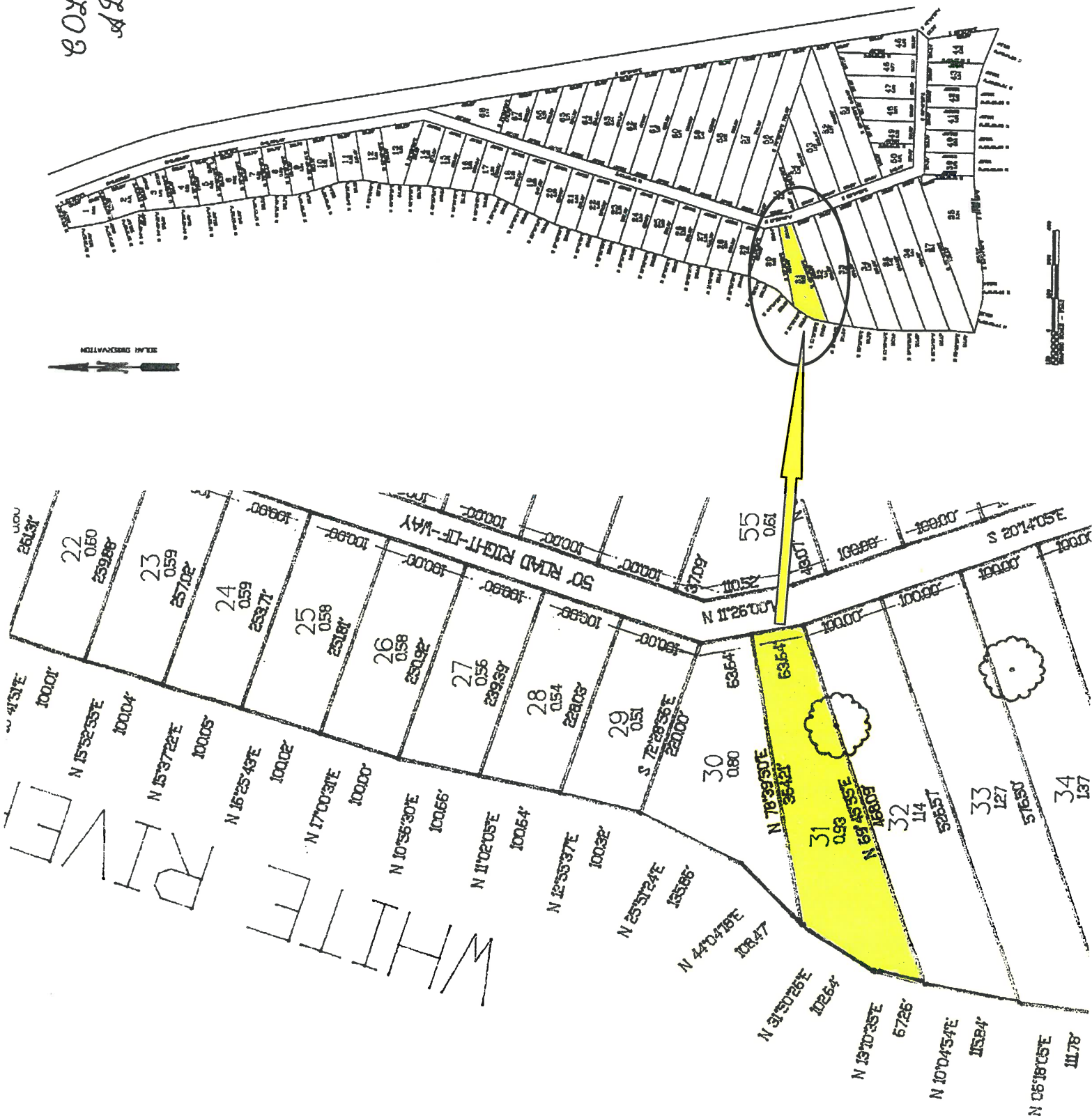
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FLOOD INSURANCE

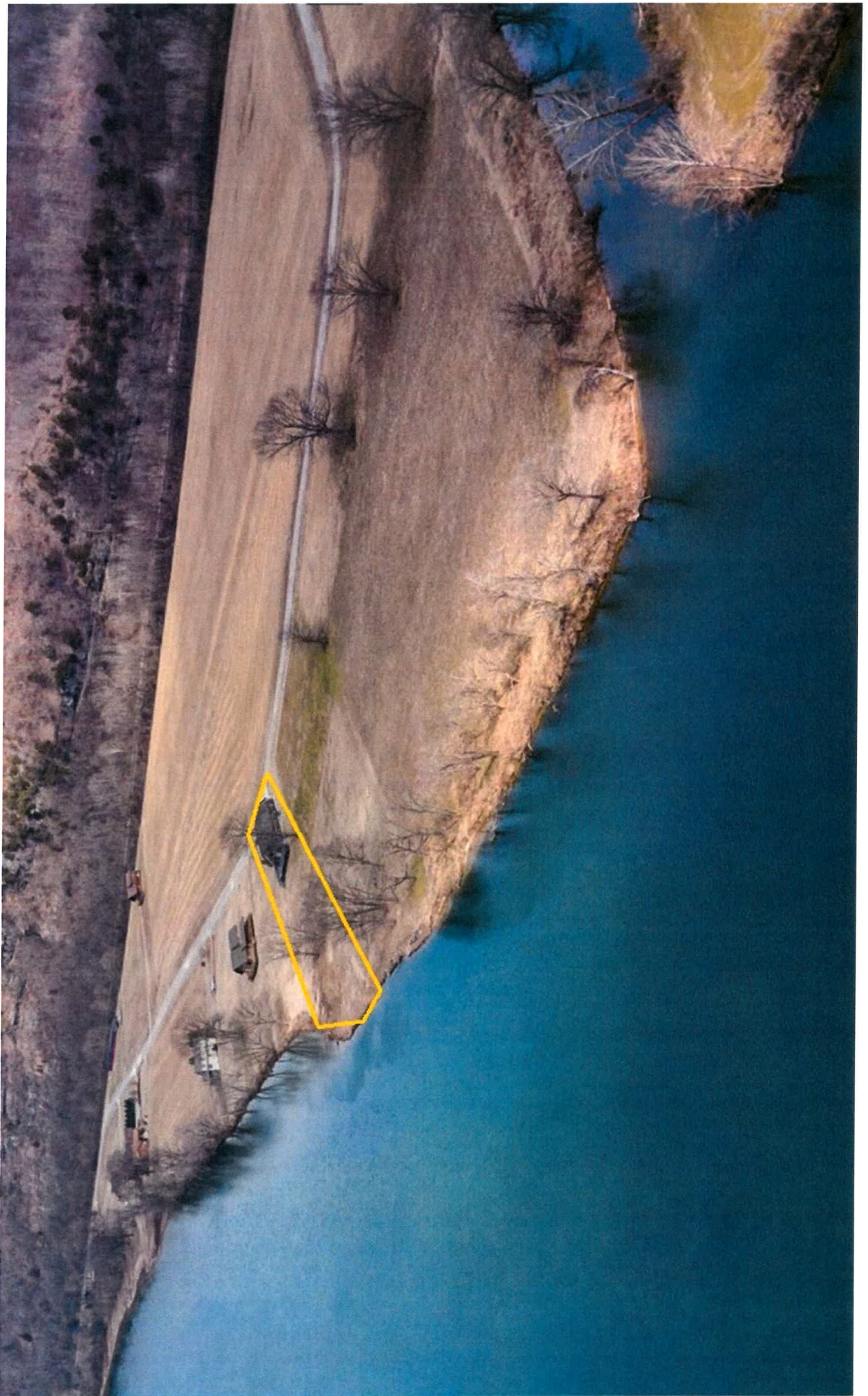
INSURANCE TYPE
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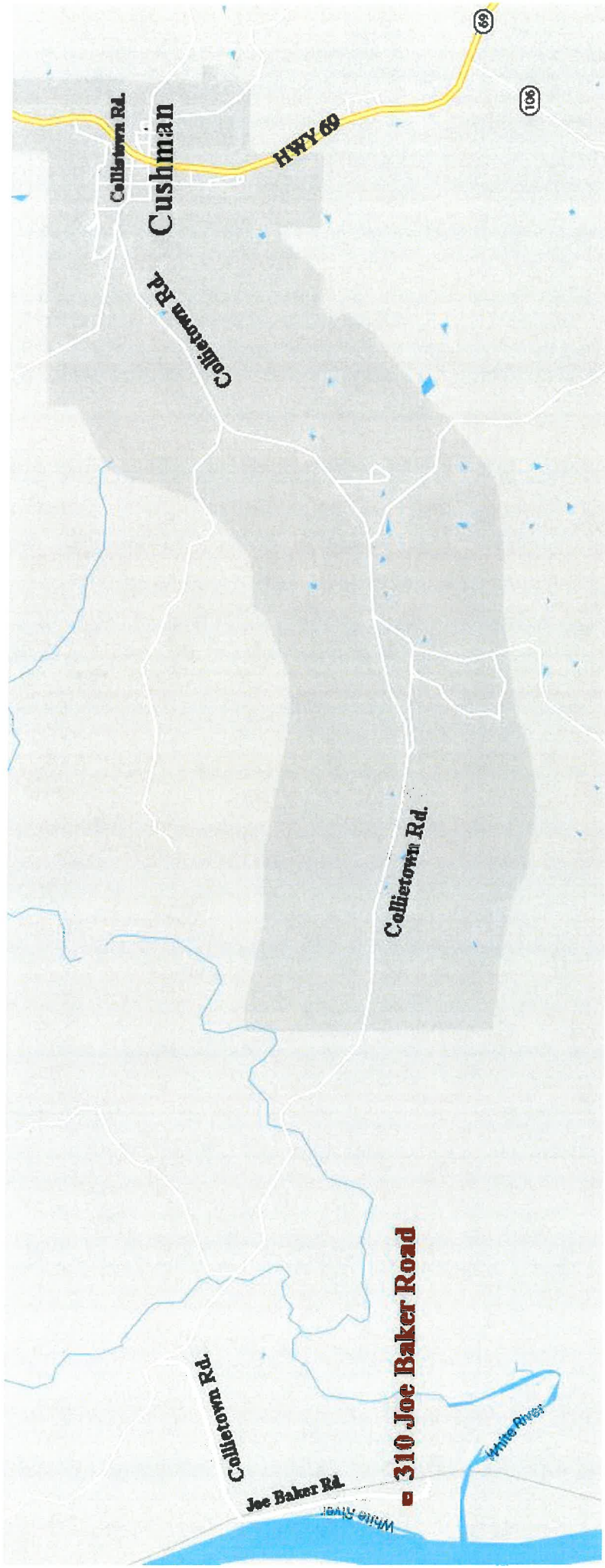
INSURANCE TYPE
FLOOD INSURANCE

INSURANCE TYPE
FLOOD INSURANCE

By: Peter M. Spiller







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.

Waterfront Home on the White River at Collietown just 18 Miles NW of Batesville!
1,922+/- SF ~ 3BR/ 3BA Home on 1+/- Acre Lot ~ 150+/- Ft. of White River Frontage ~ Panoramic Views of
Painters Bluff ~ Beautiful, Cabin Style Home Built in 2007 ~ Selling On-site w/Live, Online Bidding Available ~
SELLING REGARDLESS OF PRICE TO THE HIGHEST BIDDER ON AUCTION DAY!

WHITE RIVER ABSOLUTE WATERFRONT HOME AUCTION

WEDNESDAY ~ MARCH 21, 2018 ~ 11:00 A.M.

310 JOE BAKER ROAD ~ CUSHMAN, AR

DIRECTIONS: From Batesville, Head NW on HWY 69 for 10 Mi. to Cushman ~ Turn Left on Collietown Rd. & go 0.3 Mi., then a Slight Left for Collietown Rd. & go 5.3 Mi. ~ Turn Left & Continue on Collietown Rd. 1/2 Mi. to Joe Baker Rd. at Collietown Gate (Gate is Locked, Call our Office), then go Through Gate & Curve Left ~ Watch for Auction Signs.

REAL ESTATE DESCRIPTION: Your family and friends will enjoy upriver trout fishing, boating, hunting, and hiking just outside your door. This exceptional property lies just north of the mouth of Lafferty Creek, where you can motor in for some of the best Largemouth Bass and Crappie fishing in the White River basin. Constructed of pier and beam on a tall crawl space, this lodge style home has cypress board exterior and interior vaulted pine ceilings. This waterfront retreat has a sweeping view of the river from every window in the home. You can see the cliffs along Painters Bluff year-round. Bald Eagles live in this stretch along the White River, and the full-length rear deck is just the place to watch these awesome creatures. Our seller purchased this house new and has enjoyed approximately one year living in this rustic home during vacation visits. The property has been very well-maintained. This wonderful home offers an open gathering space, including a family room with a wall of windows and doors facing the river, a free-standing wood-burning fireplace framing a rock face interior wall, and a well-equipped kitchen furnished with stainless appliances and Corian surfaces. The main level also includes 2 bedroom suites and a guest bath, spacious laundry room furnished with washer and dryer and generous closet spaces. There is an upstairs balcony overlooking the ground floor and river with a private entry to the 3rd bedroom and bath. This property is complete with wrap-around decks, walk ramp, 2 covered entries, and a detached 2-car garage and workroom with 3 overhead doors. The garage was built with the intentions of adding an upstairs suite. You will want to see this riverfront home in gated Collietown Subdivision, a well-designed Cooper community with electricity and municipal water. The paved county road to the subdivision gate was recently completed. There is a mix of vacation and full-time residents. You will have a private community boat ramp and additional metal building storage space available. This Home is Selling Partially Furnished w/All Kitchen Appliances, Washer/Dryer & Some Living Room & Bedroom Furnishings ~ You can Purchase & Enjoy this Property Immediately ~ **REMEMBER, IT'S 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.

AUCTIONEER'S NOTE: If you're looking for a well-built and well-maintained waterfront retreat, in a gated community as a vacation property or full-time residence, don't miss this opportunity! Please join us for a "come and go" Open House on **Sunday, March 18th**. You can enjoy a cup of coffee, and sit on the deck a spell. The gate will be open during this time, and we welcome you and your family to get acquainted with this wonderful home.

TERMS ON REAL ESTATE: \$20,000.00 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 Prior to Auction are Welcome.**

INSPECTION: (Open House) Sunday, March 18th from 12:00 p.m. to 2:00 p.m. or Home can be Inspected by Appointment ~ Contact Broker, **Gladys Webb** at 501-766-0605/ gladys@wilsonauctioneers.com to View this Home Today! ~ Doors Open & Registration begins On-site at 10:00 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