

PROPERTY INFORMATION PACKAGE

PURPOSE:

To provide terms and conditions specific to the property listed in addition to the general terms and conditions that can be found by clicking the terms link on this page. Both specific general terms and conditions shall govern the conduct of the sale.

The [general terms and conditions](#) are published and may remain constant for each sale. The specific terms and conditions may signify certain attributes that are conditional to the property described below.

SALE TYPE - AGENCY

Seller has initiated the liberty of bidding and property shall be sold subject to seller's confirmation. Brokers and Auctioneers represent the seller and shall not represent the buyer.

INFORMATION ABOUT BROKERAGE SERVICES

TEXAS REAL ESTATE COMMISSION CONSUMER PROTECTION NOTICE

LEGAL DESCRIPTION:

- Property ID: R000015136 Acres: 2.000 Abst: A-686 E PEEBLES
- Property ID: R000584741 Acres: 41.432m Abst: A-686 E PEEBLES

ADDRESS:

160 Private Road 1698, Alvord, TX 76225

- Tract 1: T-42ac US HWY 287 - Property ID: R000584741; R000015136 - 42 Acres Including the House
- Tract 2: T-40ac US HWY 287 - Property ID: R000584741 - 40 Acres
- Tract 3: T-20ac US HWY 287 - Property ID: R000584741 - 20 Acres
- Tract 4: T-10ac US HWY 287 - Property ID: R000584741 - 10 Commercial Acres
- Tract 7: 160 Private Road 1698 - Property ID: R000015136 - 2 Acres with the House
- Tract 8: T-10ac Co Rd 1697 - Property ID: R000584741 - 10 Acres
- Tract 9: T-12ac Co Rd 1697 - Property ID: R000584741; R000015361 - 12 Acres Including the House
- Tract 10: T-20ac Co Rd 1697 - Property ID: R000584741 - 20 Acres
- Tract 11: T-22ac Co Rd 1697 - Property ID: R000584741; R000015136 - 22 Acres Including the House

BUYER _____ **SELLER** _____

SPECIFIC TERMS and CONDITIONS

Terms and Conditions of the sale may change and shall be an addendum to General Terms and Conditions. Certain requirements may vary from sale to sale. Such changes shall be considered specific terms of the sale. Specific terms and conditions may include, however not limited to the amount of Option Money Required, Escrow Deposits, Time to Close, Buyers Premium, Auctioneer Fees, Real Estate Brokerage Requirements. Other terms that apply to the property being offered. Such terms may change without individual notice. It is incumbent on the purchaser or any agent to read all terms and conditions prior to bidding or making an offer.

ORDER OF SALE

The Broker – Auctioneer shall determine the method of sale and shall retain the right to schedule, reschedule or determine the platform and how the sale will be processed.

Property may be offered as single property. Property may be divided into separate parcels.

The method that produces the best offer to the seller will determine how this property sells. Property is selling subject to Sellers approval. Sellers have initiated the liberty of bidding and may make adjustments accordingly. Seller has authorized to refuse bidding privileges to persons that do not qualify financially or unwilling to meet specific terms and conditions or to those that will not comply with bidding procedures.

PERSONAL PROPERTY

No personal property shall transfer with any part of this sale. Personal property shall be considered a separate purchase and held separate from the sale of real property. A 19.25% Buyer's Premium will apply to all personal property. And personal property statements from email.

PROCESSING of BIDS (OFFERS)

Broker – Auctioneer under the direction of the seller may process bids (offers) submitted with proper qualifications that satisfy the sales process. Additional information may be found under the Bid Administration tab. Bids (Offers) may be subject to additional payments or fees such as auctioneers fee, buyer premiums, closing costs.

OPENING BID

A written opening bid is required to initiate purchase rights. Bids (offers) may be lower than the suggested opening bid, however may not warrant suitable or acceptable requirements of the seller. All being subject to Multiple Offer Management. Opening bids or subsequent bids remain conditional.

PURCHASE AND SALE AGREEMENT (CONTRACT SAMPLE)

Will be available for review prior to bidding upon request. Purchaser will be required to execute and return immediately after the bid award along with required payments.

TAXES

Taxes currently due shall be prorated on the day of closing. As reported by the county tax collector or issued tax certificates. Tract sold divided may require tax valuation adjustments by local taxing authorities.

- Taxes for Property ID: R000015136 are estimated at \$2662.98
- Taxes for Property ID: R000584741 are estimated at \$972.69

BUYER _____ **SELLER** _____

INSPECTIONS PREVIEW

Conduct Final Inspections prior to sale date. Special requests considered. Text (469) 460-4848.

SALE DATE

Time is of the essence as soon as purchase and sale agreements or other contract documents are executed to confirm the sale bids as soon as the purchaser may be readily available to submit. Subject to change at seller direction. Property may be sold prior to bid date without notice or announcement.

EXPECTATIONS

Purchasers are to inspect the property at their own expense. Escrow deposits in addition to closing costs, buyer's premium shall be the purchaser's responsibility. This transaction shall be non-contingent on financing.

BROKER PARTICIPATION

A duly qualified broker may be paid a commission at closing who successfully registers a buyer subject to procuring cause rights. Subject to auction fees payment, deposits, or other required payments with fully executed contracts and addendums.

AUCTION FEE

The Auction fee is the Buyer's premium as explained in the next paragraph. The Auction fee is non-refundable and becomes property of the Auctioneer and shall be made readily available for immediate use.

BUYERS PREMIUM

Any potential purchaser may create an account at <https://www.acre.bid/>, register for the prospective property sale. This bid may be used to determine the highest offer, if you desire you may make additional offers or bid during the process until the Auctioneer closes bidding after acceptance of a qualified offer by the seller. Bid increments shall be administered by the Agent up to the close of bidding. Opening bids will be at the discretion of Agent being subject to refusal.

At bid award the buyer premium becomes property of the Auctioneer and payment shall be subject to immediate availability of cash and/or bank deposit subject to immediate collection. Purchasers may not restrict, hold or demand repayment after the confirmation of sale. In the event of collection procedures, the Auctioneer may use all lawful means necessary to collect and recover all costs and attorney's fees associated with this bid offering, retraction of payments or any default pertaining to this matter.

TERMS OF REAL ESTATE

The successful Purchaser(s) shall sign and return a real estate sales contract immediately after confirmation and acceptance of bid. Then by wire transfer or certified funds, option money and/or escrow deposits shall be sent immediately after acceptance of offer. A **10% Buyer's Premium** will be calculated on the bid price on Real Estate then payable to Myers Jackson – [Licensed Broker 0698695, Texas Auctioneer TDLR 17057](#) immediately after confirmation and acceptance of offer.

\$1,000 minimum Escrow Deposit. Payable to Capital Title of Colleyville. Auctioneers Fee: 10% of bid price, shall be paid immediately after bid award. Payments not made in a timely manner after bid award shall be subject to revocation of bid award.

BUYER _____ **SELLER** _____

CERTIFICATIONS

Purchaser(s) proof of payment will be certified by the Purchaser at closing. Certified funds will be required to bid in the amount of \$_____ plus any balance of required earnest deposits option money and/or Buyers Premium to be tendered on the day of execution of contract with bank letter of guarantee submitted.

TITLE

Seller will warrant transfer of title. Purchaser(s) may purchase title insurance at purchaser's expense at the time of closing. Subject to Permitted Exceptions, and Specific and all General Terms and Conditions of the sale.

OPTIONS

The Buyer may or may not propose an option period to purchase this property. Option money shall be paid at the direction of the Seller. Extended option periods may increase the actual amount of option money paid. No option money is paid if option period is not requested by the buyer.

ESCROW DEPOSIT

Suggested closing agent to hold money: CAPITAL TITLE OF TEXAS, 1105 GLADE RD. STE. 200, COLLEYVILLE, TX 76034, Izzy Lane, Escrow Officer at (817) 916-8930. Earnest Money will be applied toward the purchase of property subject to Independent Consideration. No matter the closing agent, Buyers Premium belongs to Myers Jackson. Option money shall belong to the seller at the time of contract execution. Appropriation of all funds shall be reflected on the closing document.

CONTRACT, PAYMENTS AND CLOSING

Time is of the essence this transaction shall close on or within 30 days after executed contract. Purchasers shall be required to sign a purchase and sale agreement immediately after bid award. Certified funds for all required deposits, escrow deposits, option money, auction fees, other considerations and/or any balance due at closing shall be required.

APPRAISALS

Purchasers may conduct an independent appraisal prior to bid award. Purchase is non-contingent on appraisal or other third-party valuations.

DISCLOSURE

Additional disclosures may be available up request at MyersJackson.com and MyersJackson.bid

AUTHENTICITY

The information shall be deemed true and correct; however, the purchaser shall be responsible for independent verification prior to bidding at purchaser's expense.

BUYER _____ **SELLER** _____

NOTABLE OBSERVATIONS

Subject Property: Compatible with the Neighborhood

Energy Source: Electrical

Dimensions: Regular Conforming

Proximity: Average for Schools, Commerce, Employment

USE Zoning:

Location: 160 Private Road 1698, Alvord, TX 76225

Landscaping: Natural

Upgrades: Not Applicable

Physical Deficiencies: None Observed

Environment Impact: No Negative Impact Known

Neighborhood Boundaries: Wise County, Alvord, TX 76225

Market Conditions: Favorable

Overall Condition of the Property: Any observation shall not be meant to be any warranty of condition; no guarantee shall be made to the accuracy of the noted element. Property shall transfer by deed of record and any claims attached unless otherwise announced. Subject to Zoning, Planning, any government regulation as recorded at time of purchase.

BUYER _____ **SELLER** _____

REGISTRATION

Each person participating in a potential or any person that wishes to attend an open house, property inspection or showing, must be required to [register](#) in advance of entry into the property all being subject to seller requirements of preferential invitation. Seller, Broker and Auctioneer will comply with all fair housing regulations; however, entry may be restricted based on the following: Sellers, Brokers and Auctioneers may analyze cash availability, delivery of earnest money, buyer's premium, auction fees and/or other payments, and then may reduce, alter, amend or suspend requirements on a case by case basis.

1. Registration in writing, Myers Jackson Bidding Platform or other approved method.
2. Proper Statement of Funding and/or Proof of funds that show capabilities to purchase.
3. Agree to [Conditions of Sale](#) in advance of entering property: home or grounds.
4. Enter Factual Buyer information at <https://www.acre.bid/>

HOW TO REGISTER AND BID ON-LINE

1. Logon to: <https://www.acre.bid/>
2. Read, accept term and conditions
3. Enter factual buyers' information
4. Make the highest possible bid
5. Follow, check for additional bids
6. If awarded the bid, prepare to sign contract
7. On-line bidding may be combined with live auctions
8. [Information About Brokerage Services](#)
9. [Texas Real Estate Commission Consumer Protection Notice](#)
10. [To Contact the Texas Department of Licensing and Regulation](#)



REAL ESTATE • AUCTIONS
MULTIMEDIA • MARKETING

DISCLOSURES

Myers Jackson Auctioneer, Real Estate Auctions, Land Auctions, Online Auctions, Myers Jackson, Auctioneer, Real Estate Broker, Texas Real Estate Agent, Discovery Auctioneer, DIY Auctioneer on " Texas Flip and Move". I enjoy photography, travel and meeting new people. I help others sell their property including real estate, personal and business property. While I am working for these fine folks I get out my camera and start taking it all in one frame at a time. Additionally, "Myers Jackson" is licensed as a Real Estate Broker: [AL](#), [FL](#), [GA](#), [MS](#), [NY](#), [OK](#), [NM](#), [KY](#), [TN](#), [PA](#), [KS](#), [CO](#), [NC](#). Myers Jackson Licensed [Texas Real Estate Broker](#). Myers Jackson Licensed Auctioneer: [Florida AB3428-AU2726](#), [Georgia AU003046](#), [Mississippi, 1302-1303F](#), [Louisiana AU1805](#), [South Carolina AU4313](#), [Ohio 2012000042](#), [Indiana 11200062](#), [Pennsylvania AU5771](#), [Virginia AU004173](#), [Texas AU17057](#), [Kentucky 255878](#), [Tennessee AU6617](#), [North Carolina 9339-9331](#). Auctioneer License Disclosures may be found on Individual pages within the website MyersJackson.com

BUYER _____ SELLER _____

THE TEXAS REAL ESTATE COMMISSION (TREC) REGULATES
REAL ESTATE BROKERS AND SALES AGENTS, REAL ESTATE INSPECTORS,
HOME WARRANTY COMPANIES, EASEMENT AND RIGHT-OF-WAY AGENTS,
AND TIMESHARE INTEREST PROVIDERS

YOU CAN FIND MORE INFORMATION AND
CHECK THE STATUS OF A LICENSE HOLDER AT

WWW.TREC.TEXAS.GOV

YOU CAN SEND A COMPLAINT AGAINST A LICENSE HOLDER TO TREC
A COMPLAINT FORM IS AVAILABLE ON THE TREC WEBSITE

TREC ADMINISTERS TWO RECOVERY FUNDS WHICH MAY BE USED TO SATISFY A CIVIL
COURT JUDGMENT AGAINST A BROKER, SALES AGENT, REAL ESTATE INSPECTOR, OR
EASEMENT OR RIGHT-OF-WAY AGENT, IF CERTAIN REQUIREMENTS ARE MET.

REAL ESTATE INSPECTORS ARE REQUIRED TO MAINTAIN ERRORS AND OMISSIONS
INSURANCE TO COVER LOSSES ARISING FROM THE PERFORMANCE OF A REAL ESTATE
INSPECTION IN A NEGLIGENT OR INCOMPETENT MANNER.

PLEASE NOTE: INSPECTORS MAY LIMIT LIABILITY THROUGH PROVISIONS IN THE CONTRACT
OR INSPECTION AGREEMENT BETWEEN THE INSPECTOR AND THEIR CLIENTS. PLEASE BE
SURE TO READ ANY CONTRACT OR AGREEMENT CAREFULLY. IF YOU DO NOT UNDERSTAND
ANY TERMS OR PROVISIONS, CONSULT AN ATTORNEY.

IF YOU HAVE QUESTIONS OR ISSUES ABOUT THE ACTIVITIES OF
A LICENSE HOLDER, THE COMPLAINT PROCESS, OR THE
RECOVERY FUNDS, PLEASE VISIT THE WEBSITE OR CONTACT TREC AT



TEXAS REAL ESTATE COMMISSION

P.O. BOX 12188

AUSTIN, TEXAS 78711-2188

(512) 936-3000

BUYER _____ SELLER _____



11/2/2015

Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Myers Jackson	0698695	ceo@myersjackson.com	(469)460-4848
Licensed Broker/Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Myers Jackson	0698695	ceo@myersjackson.com	(469)460-4848
Designated Broker of Firm	License No.	Email	Phone
Myers Jackson	0698695	ceo@myersjackson.com	(469)460-4848
Licensed Supervisor of Sales Agent/	License No.	Email	Phone
Associate			
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

Myers Jackson, 902 High Hawk Trail Euless TX 76039
Myers Jackson

Information available at www.trec.texas.gov
IABS 1-0 Date

Phone: 4694604848

Fax:

Stringer T6 & T*

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BUYER _____

SELLER _____