

*Another "Montgomery / Whiteley"*

**\*\*\*Real Estate\*\*\***

# **AUCTION**

**Saturday March 17, 2012 10 am**

**This is your Personal  
Bidders Packet.  
Please read it carefully!**

**Ronald Hayhurst Estate**

**LARRY MONTGOMERY**

**Ronnie Whiteley**

**Broker / Auctioneer**

**870 423-2997      AALB #95**

**Montgomery Whiteley Realty**

**Berryville AR**

Another Montgomery

\*\*\*REAL ESTATE / Personal Property \*\*\*

# AUCTION

## The Estate of Ronald Hayhurst Ranch Style Home, 12.7 Acres

9 Miles North of Berryville, AR or 2 Miles West of Oak Grove, AR on Highway 21;  
Then 1/2 mile north on CR 431; Then right 1.5 miles on CR 436.

**Saturday March 17, 2012 10 am**

12.72 Acres, lays good, good road frontage, 1839 SF Home built in 1985, 4 BR, 2 3/4 baths, Native stone fireplace, radiant floor heat, open floor plan, good condition; also 80x80 equipment shed, metal carport, 12x16 storage building and more. You need to check this one out.

**Ordered Sold by the Probate Court of Carroll County!**  
Sells at 10 am with personal property to follow.

**Have your financing in place and be prepared to bid!**

**Location of Auction:** On The Premises.

**TERMS:** 10% of purchase price day of sale with balance due in certified funds at closing.

To view this property or for terms, conditions, and other information, contact agents for the seller, or view our web site [www.Lmontgomeryauction.com](http://www.Lmontgomeryauction.com).

Larry Montgomery Broker / Auctioneer

Ronnie Whiteley Broker / Auctioneer

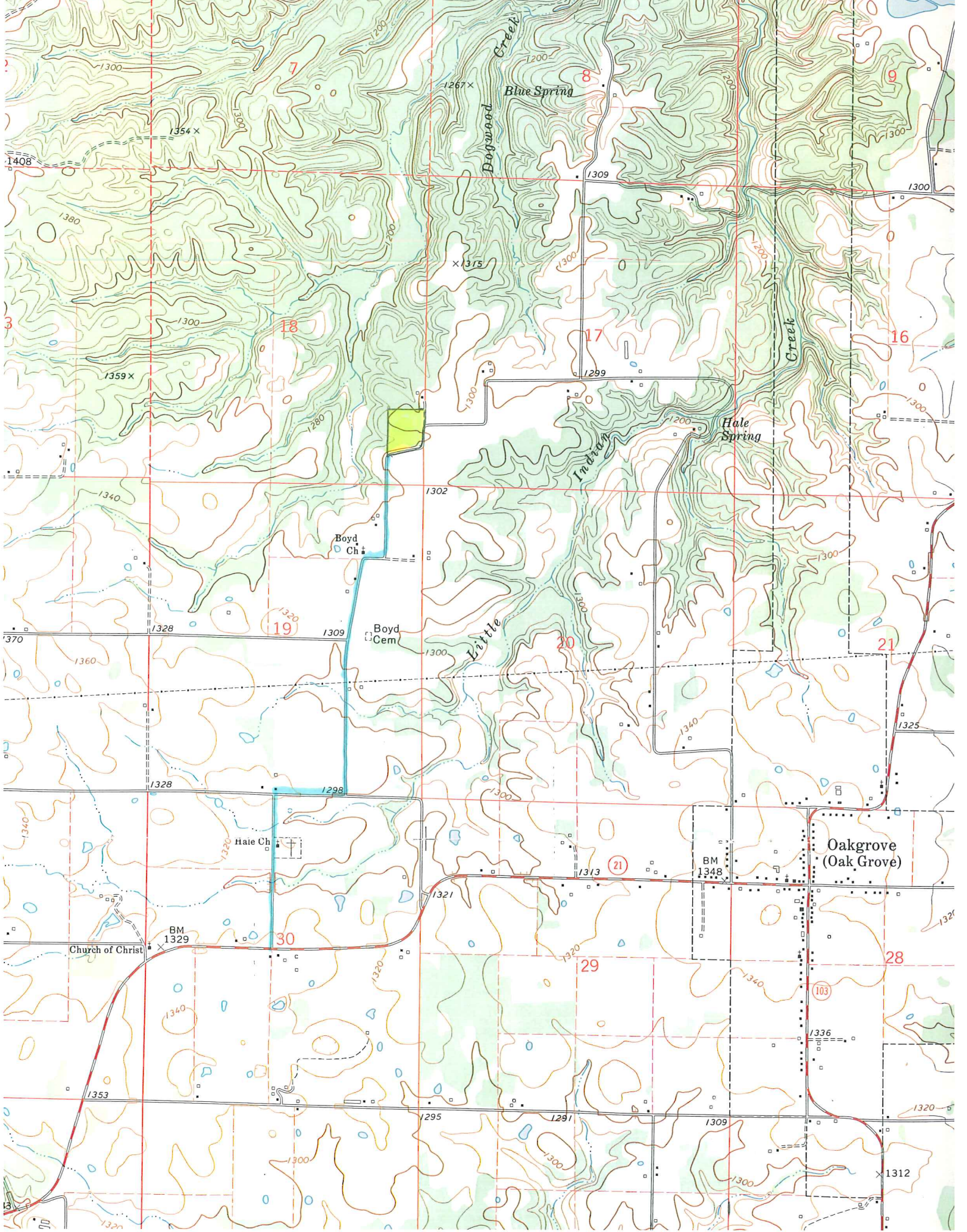
Montgomery Whiteley Realty

Berryville, Arkansas

870 423-2997 larry@lmontgomery.com









# AMENITIES

## Ronald Hayhurst Estate

12.72 Acres + or – as per County Tax Assessor records

1829 SF Home, 4 bedroom, 2 3/4 baths, radiant floor heat, wall mounted air conditioning, range & refrigerator, sheetrock & paneled walls, carpeting, ceiling fans, native stone wood burning fireplace (insert), gas water heater.

Living room and kitchen-----27' x 26'7"

Master bedroom-----15'5" x 12'6" plus full bath

Bedroom-----14'6" x 12'8" plus ¾ bath

Bedroom-----11'2" x 10'7"

Bedroom-----10'5" x 10'7"

Full hall bath-----9'8" x 7'4"

Utility Room-----15' x 6'9"

Mature Oak Trees

80x80 Equipment shed

12x16 Storage building

18x20 Metal carport

490 Gallon propane tank

Well

Septic system

# REAL ESTATE AUCTION

## TERMS AND CONDITIONS

**Seller: Ronald Hayhurst Estate**

**Saturday March 17, 2012**

1. Agents are agents for the sellers only.
2. Personal property: Refrigerator and electric range are included in this transaction.
3. Seller will provide a warranty deed and owners policy of Title Insurance reflecting good title with no liens or encumbrances, subject to recorded restrictions and easements and standard policy exceptions, if any. Cost of owners policy of title insurance is to be divided 50-50 between buyer and seller.
4. Taxes or special assessments due on or before closing shall be paid by seller. Taxes for the year in which this transaction transpires shall be prorated at closing based upon the previous year's taxes or best information available to closing agent.
5. Possession is to be at closing.
6. Closing to be by Kings River Title, Berryville, AR.. Closing agent's fee is to be divided 50/50 between buyer and seller. Closing date is designated to be April 17, 2012. However, any unforeseen delays, such as clearing title, etc, will not void the contract entered into today.
7. 10% of purchase price is to be paid to Kings River Title today. The balance of purchase price is to be paid in certified funds at closing.
8. High bidder is to sign an Auction Real Estate Contract upon completion of bidding today, which is to be a no contingency contract. Auction is under the jurisdiction of the Probate Court of Carroll County.
9. Bidders are urged to examine the property prior to bidding to determine and satisfy themselves as to Boundaries, Acreage, Environmental conditions, Lead Based Paint, and the Condition of same. Sellers or agents make no statements or warranties, either expressed or implied, as to condition. All information is from sources deemed reliable, but not guaranteed. Property sells "As Is" with all benefits and with all faults.
10. Bidding is open to any qualified buyer upon the terms and conditions offered. Have your financing in place and be prepared to bid!
11. Announcements made at time of auction will take precedence over any and all printed matter or prior statements made by agent or seller. Conduct of the Auction and increments of Bidding are at the discretion of the Auctioneer.
12. Should something happen that this transaction cannot be completed through no fault of the high bidder, high bidder will be refunded earnest money paid today.
13. It is our desire to make this transaction as smooth and flawless as possible. Don't assume anything. Ask any questions you wish. We will be happy to answer them to the best of our knowledge and ability.

***Thank You For Doing Business With Us!!!!***

**Larry Montgomery, Ronnie Whiteley, Agent/Auctioneer for the sellers**

This is a short version of the terms and conditions. The Auction Real Estate Contract reflects the complete Terms and Conditions.  
A copy is available from the Agent/Auctioneer.

**Personal property to sell directly after the Real Estate**

***Semi Truck & Trailers***

1997, 9200 Eagle International semi truck C13 Cat motor w/ 13 sp Easton-Fuller trans. (trans. rebuilt 3 yrs ago); 1980, 26 ft Travis tri-axle dump trailer; heavy duty utility trailer w/ ramps, 20 ft flat with 4 ft dove tail; 1979 Fruchoff 40 ft powder cement trailer; 1978 Fruchoff 40 ft tanker trailer; 1995 Lufkin 40 ft dump trailer (has been rolled); 20 ft homemade flat bed trailer (gooseneck type); homemade small utility trailer with dump bed; homemade 10 ft 2 axle utility trailer

***Track Hoe – Loaders - Pickups***

215 B LC Caterpillar track hoe; NPK hydraulic hammer; Fiat allis 745 B Rubber tire loader (motor has cracked head); 1997 Ford ¾ ton pickup, power stroke diesel, 4x4 automatic; 1998 Ford Ranger XLT, 4x4 crew cab 5 speed; 1976 Ford pickup with flatbed & hayfork

***Tractor – Farm - Tools***

Ford 4000 Select-O-Speed tractor; 3 pt cadet 54, 7 ft brush hog; 3 pt, 5 ft brush hog; 3 pt, 8 ft disc; 3 pt. Hyd. Log splitter; 3 pt dirt scoop; 3 pt bale spike; 3 pt bale carrier; 3 pt. box blade; 5 ft pull behind aerator; Ford one arm frontend loader (for Ford 800 tractor); Vermer round baler for parts; charge air pro, 5 HP upright air compressor 220 volt; large homemade sand blaster; Lincoln model 300 welded on a trailer; misc hand tools; log chains; wheel barrow; truck tires; truck rims; large tank; gates; firewood; lots of other misc.

**Note:** For more information on this auction go to our website  
[www.lmontgomeryauction.com](http://www.lmontgomeryauction.com)

**Ronald Hayhurst Estate**

**Larry Montgomery Auction Service**

**Berryville, Ark.      AALB #95      870 423-2950**

Shannon Chester  
AALB #810  
870-423-8397

View all our auctions at our website:  
[www.lmontgomeryauction.com](http://www.lmontgomeryauction.com)

Ronnie Whiteley  
AALB#811  
870-423-7274



# REAL ESTATE CONTRACT

(Public Auction)

**Montgomery Whiteley Realty**  
Larry Montgomery, Broker/Auctioneer  
605A Eureka Ave., Berryville, Ar. 72616  
870 423-2997 Fax: 870 423-2408

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**1. Buyer:** \_\_\_\_\_ offers to purchase, subject to the Terms and Conditions announced at time of Public Auction and set forth herein, the following described Real Estate:

**2. Legal Description:** All that part of the East Half of the Southeast Quarter of the Southeast Quarter of Section 18, T21N, R23W lying North and West of the County Road .  
Subject to road easements along the south and east sides.

1354 CR 436, Berryville, AR 72616

**3. Purchase Price:** Buyer will pay for the Real Estate, in certified funds at closing, the total of \$ \_\_\_\_\_. This contract is NOT subject to buyer obtaining financing.

**4. Earnest Money:** Buyer tenders herewith check # \_\_\_\_\_ cash \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, which shall be deposited and held by Kings River Title and shall be applied to the purchase price at closing. This earnest money shall be refunded ONLY in the event this transaction cannot be completed through no fault of the buyer.

**5. Conveyance:** Unless otherwise specified, conveyance shall be made to buyer by general warranty deed (or other instrument as required by title company) and shall be subject to recorded instruments and easements, if any. Such conveyance shall include all mineral rights and attached improvements thereon owned by seller.

**6. Title Insurance:** Seller will provide Owner's Title Insurance, in the amount of the purchase price, reflecting a clear title with no liens or encumbrances, subject to recorded restrictions and easements and standard policy exceptions, if any. Cost of owner's Title Insurance is to be divided 50/50 between buyer and seller.

**7. Tax Proration:** Taxes or special assessments due on or before closing shall be paid by seller. Taxes for the year in which this transaction transpires shall be prorated at closing based upon the previous year's taxes or best information available to closing agent.

**8. Survey:** No new survey shall be provided.

**9. Deed Stamps:** Cost of deed stamps is to be divided 50/50 between buyer and seller.

**10. Possession:** Possession is to be at closing.

**11. Closing:** Closing is to be done by Kings River Title, Berryville, AR. Closing agents fee is to be divided 50/50 between buyer and seller. Closing date is designated to be April 17, 2012. In the event the closing agent cannot be ready to close by this date, the closing date may be extended by the listing agent provided both Buyer and Seller receive notice at least one business day in advance of the extended closing date. However, time is of the essence, and in no event shall closing be later than 30 calendar days after designated closing date, unless an extension is agreed upon in writing between the Buyer and Seller. If the sale is not consummated within the deadline of this paragraph, the parties shall have the remedies available to them in equity or at law.

**12. Closing Cost:** Other than specified herein, Seller is to pay seller's normal closing cost and Buyer is to pay buyer's normal closing cost.

**13. Inspection:** Buyer agrees to accept the Real Estate, and all improvements or faults therewith, "as is". Buyer certifies buyer has personally, or by another of buyer's choice, inspected the real estate prior to bidding, along with all improvements thereon, as fully as buyer desires and is not relying and shall not hereafter rely upon any warranties, representations, or statements of seller or agent/auctioneer. Buyer has satisfied buyer as to boundaries, acreage, the possibility of lead base paint being present, environmental conditions and issues, and the condition of real estate and improvements thereon.

**14. Risk of Loss:** Risk of loss or damage to the property by fire or other casualty occurring up to time of closing is assumed by the Seller.

**15. Agency:** Real Estate Agent/Auctioneer is agent for the Seller only.

**16. Seller Property Disclosure:** As with most real estate auctions, no disclosure is available.

**17. Termite Certificate:** None.

**18. Personal Property:** Refrigerator and range, propane tank, portable storage building, portable carport.

**19. Governing Law:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.

**20. Merger Clause:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between the Buyer and the Seller and the Agent with respect to the matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. However, all Terms and Conditions and matters described in the Bidders Package made available to Buyer prior to bidding and/or any announcement made at time of Auction as recorded on tape by Agent/Auctioneer are hereby incorporated into and made a part of this contract.

**21. Assignment:** This Real Estate Contract may not be assigned without the written consent of the Seller.



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This is a legally binding Real Estate Contract when signed by the parties below. Read it carefully. If you do not understand the effect of any part, consult your attorney before signing. Real Estate agents cannot give you legal advice. The parties signed below waive their right to have an attorney draft this form.

This form has been approved by agent's attorney.

The Seller, the Buyer and the Agent/Auctioneer involved in this transaction each certify that the terms of this contract are true to his or her best knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this contract.

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The above Real Estate Contract is executed by Buyer on March 17, 2012.

Montgomery Whiteley Realty

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Buyer

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Larry Montgomery, Broker /Auctioneer

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Buyer

The above Real Estate Contract is executed by Seller on March \_\_\_\_\_, 2012 and is subject to approval of the Probate Court of Carroll County.

Montgomery Whiteley Realty

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Rodney Hayhurst, Executor

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Larry Montgomery, Broker /Auctioneer