

Another "Montgomery"

*****Real Estate*****

AUCTION

Saturday, December 1, 2012 1 pm

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

Leiva Klein Estate

LARRY MONTGOMERY

Broker / Auctioneer

870 423-2997 AALB #95

**Montgomery Whiteley Realty
Berryville AR**

Another Montgomery
REAL ESTATE

AUCTION

“Estate Settlement”

79 Acres, Large Home, Buildings, Corral

Offered in Tracts & in it's Entirety

2 Miles West of Alpena, AR or 5 Miles East of Green Forest on Highway 62; Then South 1.5 Miles on CR 963 (Carrollton Cutoff); Then West on CR 9631

Saturday December 1, 2012 1 pm



79 Acres fenced and cross fenced into 4 pastures, 6 ponds, corral, buildings, pipe fencing, Very nice 3100 sf Home with 3 car garage, CH&A, equipped Kitchen, oak cabinets, full finished walkout basement with extra kitchen and living area, landscaped lawn with gazebo and outdoor fireplace, lots of native stone in and around the home and yard.

Stop by the OPEN HOUSE Saturday Nov.17, 10 am to 2 pm, or call for an appointment. You'll like this one with it's mountain view.

Tract 1: Home, buildings, 10 Acres

Tract 2: 30 Acres joining Tract 1

Tract 3: 39 Acres on East end

Tract 4: Any combination of the above

Tract 5: In it's Entirety

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.
Subject to approval of the Probate Court. Court date is currently set for Dec. 4, 2012.

To view this property or for terms, conditions, and other information, contact Larry Montgomery, 870 423-2997, agent for the seller, or view our web site www.Lmontgomeryauction.com .

Leiva Klein Estate

Larry Montgomery Broker / Auctioneer AAL #95



Berryville Arkansas



870 423-2997 larry@lmontgomery.com



Tract # 1 10 Acres

Tract # 2 30 Acres

Tract #3 39 Acres

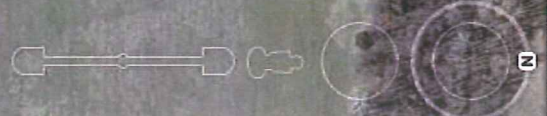
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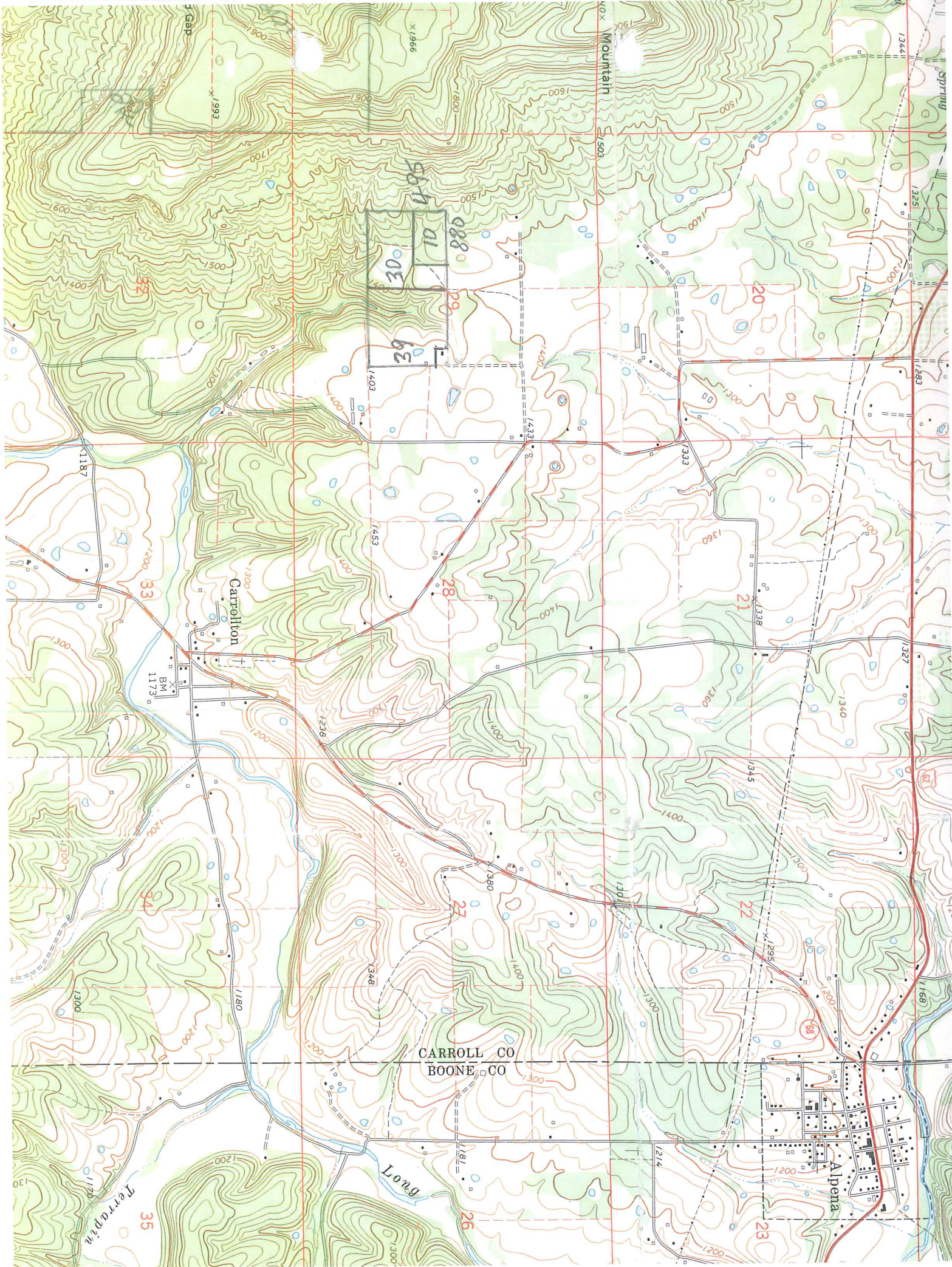
36°16'23.04" N 93°20'34.62" W elev 1376 ft

@ 2012 Google

Google earth

Eye alt 4048 ft





CARROLL CO
BOONE CO

Alperna

Carrollton

BM 1173

Mountain Spring

Mountain Spring

33

31

35

20

21

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405

888

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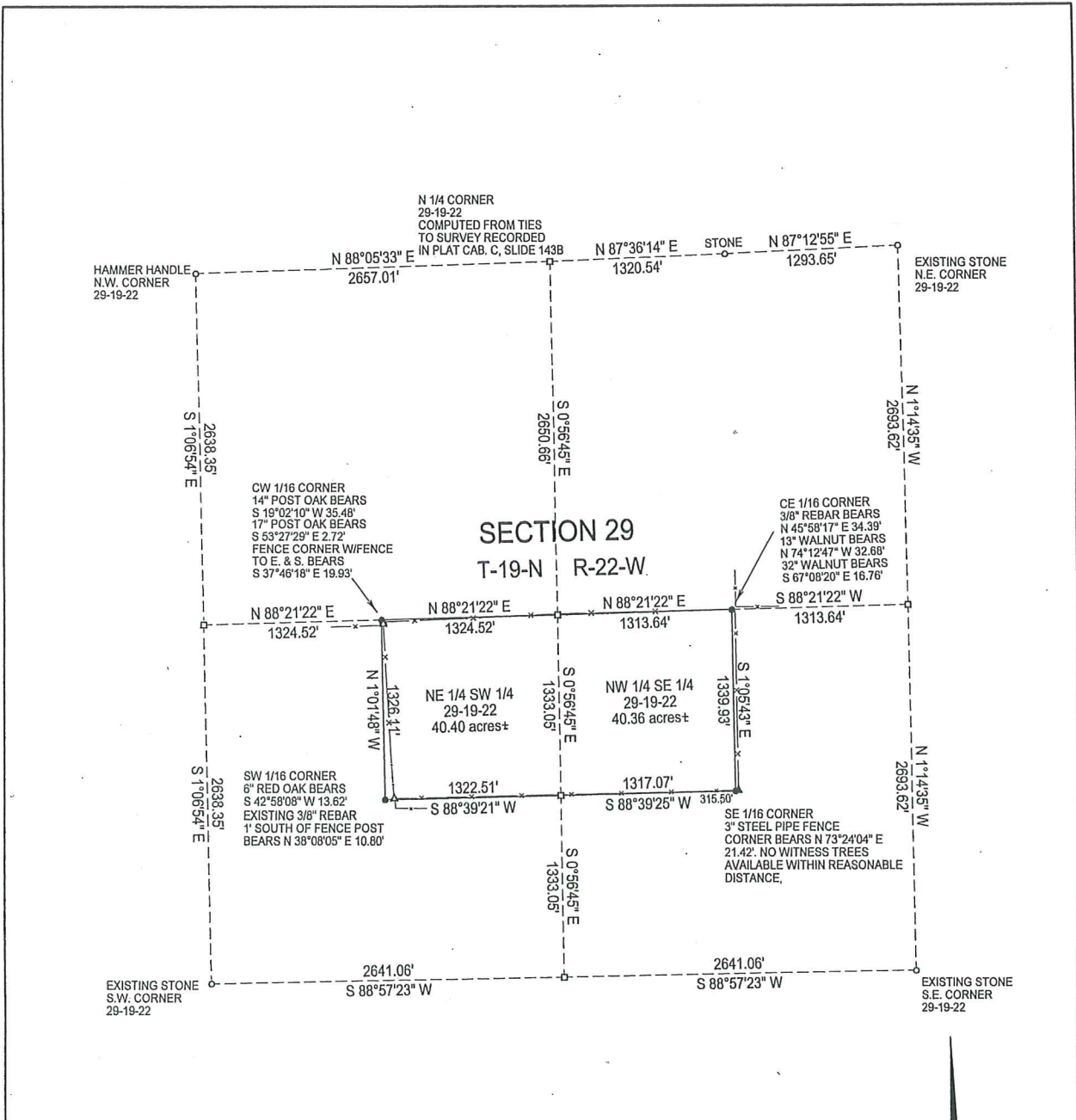
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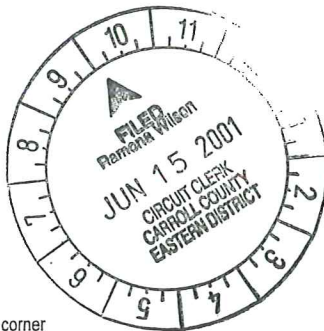
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SECTION 29
T-19-N R-22-W

SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, SECTION 29, T-19-N, R-22-W, CARROLL COUNTY, ARKANSAS.



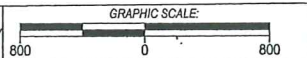
SCALE: 1" = 800'

NOTE:
Witness trees for the CE 1/16 corner were not blazed or marked because they are in a yard.

NOTE:
Tract is subject to easements and restrictive covenants of record, if any, and is subject to such facts as an accurate and current title search may disclose.

NOTES: BEARINGS BASED ON PREVIOUS SURVEY RECORDED IN PLAT CABINET C, SLIDE NO. 143 B.

REFERENCES: PREVIOUS SURVEY RECORDED IN PLAT CABINET C, SLIDE NO. 143 B. PREVIOUS SURVEY FOR W.L. STACY BY DON WEBB, DATED 4-12-76.



LEGEND:
○ EXISTING CORNER
● SET 3/8" REBAR
□ COMPUTED CORNER
—x— FENCE
△ FENCE CORNER

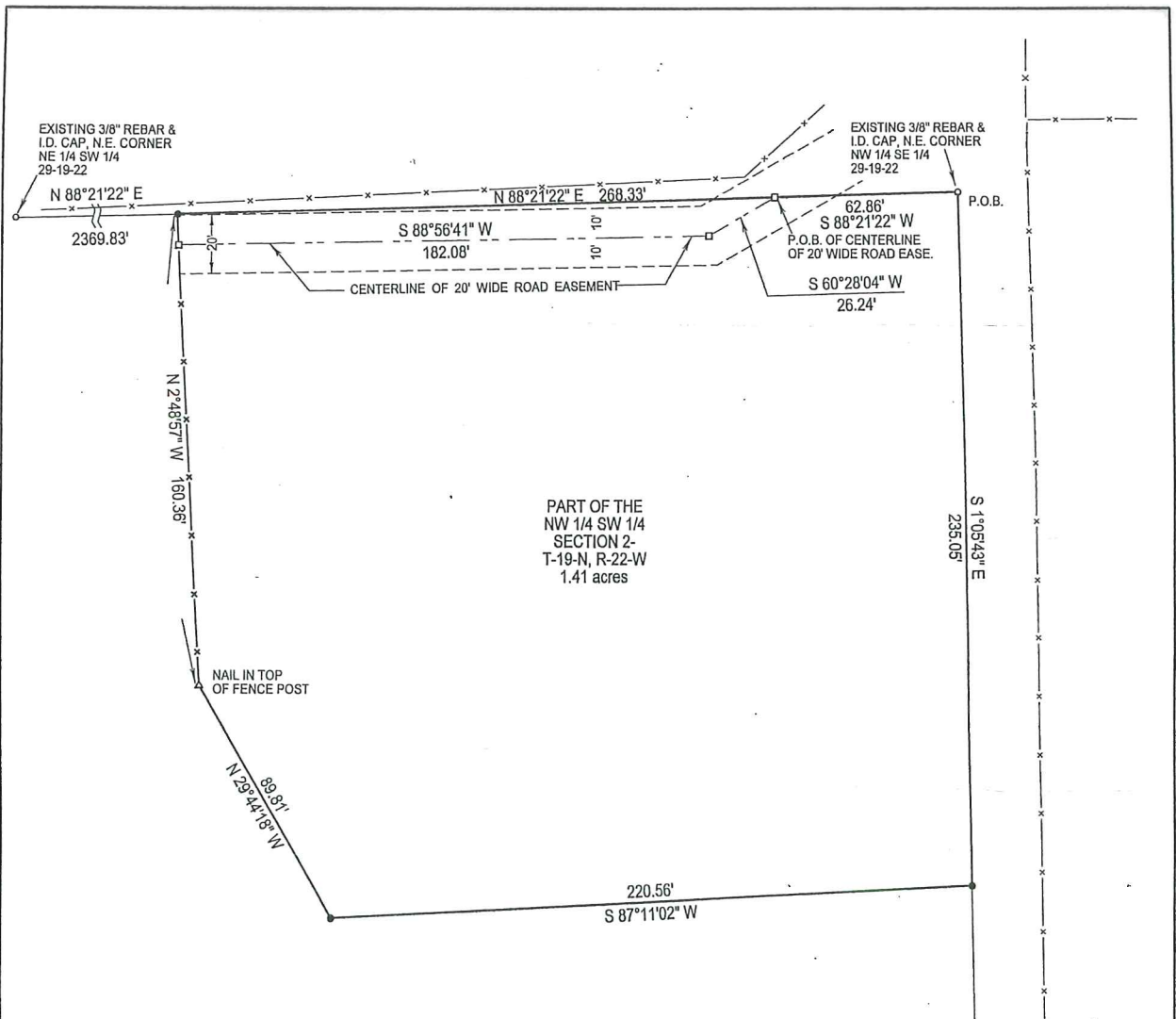
**SURVEY FOR
LE IVA E. KLEIN**

SURVEYORS CERTIFICATION:
I HEREBY CERTIFY THAT THE HEREON DESCRIBED PROPERTY HAS BEEN SURVEYED AND THE CORNERS MARKED AS SHOWN. THIS CERTIFICATION IS FOR AND LIMITED TO THE PARTIES SHOWN HEREON.

NELSON SURVEYING
8041 BLACKJACK LANE
HARRISON, ARKANSAS 72601
(870) 741-0794

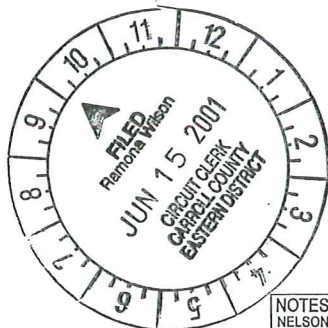
JOB NO.: 033-0401
DATE: MAY 3, 2001

STATE SURVEYOR INDEX NO.:
500-19N-22W-0-29-240-05-1340
500-19N-22W-0-29-310-05-1340



PART OF THE
NW 1/4 SW 1/4
SECTION 2-
T-19-N, R-22-W
1.41 acres

PROPERTY DESCRIPTION:
A part of the Northwest Quarter of the Southeast Quarter of Section 29, Township 19 North, Range 22 West, Carroll County, Arkansas, described as follows: Commencing at a 3/8" rebar with I.D. cap at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 29, said point being the POINT OF BEGINNING; thence S 1°05'43" E, 235.05 feet to a 3/8" rebar; thence S 87°11'02" W, 220.56 feet to a 3/8" rebar; thence N 29°44'18" W, 89.81 feet to a nail in the top of a fence corner post; thence along a fence, N 2°48'57" W, 160.36 feet to a 3/8" rebar at the North end of a cattle guard; thence leaving said fence, N 88°21'22" E, 268.33 feet to the POINT OF BEGINNING; said described tract containing 1.41 Acres, more or less, and subject to a 20 foot wide Road Easement, the centerline of which is described as follows: Commencing at a 3/8" rebar and I.D. cap at the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 29; thence S 88°21'22" W, 62.86 feet to the POINT OF BEGINNING of herein described centerline of 20 foot wide Road Easement; thence with said centerline of easement, S 60°28'04" W, 26.24 feet; thence S 88°56'41" W, 182.08 feet to the termination point of herein described centerline of Road Easement.



SCALE: 1" = 40'

EXISTING 3/8" REBAR & I.D. CAP, S.E. CORNER NW 1/4 SE 1/4 29-19-22

NOTE:
Tract is subject to easements and restrictive covenants of record, if any, and is subject to such facts as an accurate and current title search may disclose.

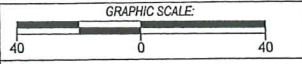
NOTES: BEARINGS BASED ON PREVIOUS NELSON SURVEY JOB NO. 033-0401.

REFERENCES: PREVIOUS NELSON SURVEY JOB NO. 033-0401, FOR LE IVA KLEIN.

LEGEND:
○ EXISTING CORNER
● SET 3/8" REBAR
□ COMPUTED CORNER
-x-x- FENCE

SURVEY FOR
LE IVA E. KLEIN

SURVEYORS CERTIFICATION:
I HEREBY CERTIFY THAT THE HEREON DESCRIBED PROPERTY HAS BEEN SURVEYED AND THE CORNERS MARKED AS SHOWN. THIS CERTIFICATION IS FOR AND LIMITED TO THE PARTIES SHOWN HEREON.



NELSON SURVEYING
8041 BLACKJACK LANE
HARRISON, ARKANSAS 72601
(870) 741-0794
JOB NO.: 033-0401
DATE: MAY 4, 2001
STATE SURVEYOR INDEX NO.:
500-19N-22W-0-29-240-05-1340
500-19N-22W-0-29-310-05-1340

REAL ESTATE AUCTION

TERMS AND CONDITIONS

Seller: Leiva Klein Estat

Saturday December 1, 2012

1. Agents are agents for the sellers only.
2. Personal property: Refrigerator is 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 Carroll County Title, Eureka Springs, AR. Closing agent's fee is to be divided 50/50 between buyer and seller. Closing date is designated to be December 28, 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 Montgomery Whiteley Realty Escrow Account 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. Sells subject to approval of the Probate Court of Carroll County. Court date is currently set for Dec. 4, 2012.
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, 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.

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

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: The NE1/4 of the SW1/4 and NW1/4 of the SE1/4, Section 29, T19N, R22W, Carroll County Arkansas.

LESS AND EXCEPT: A part of the NW1/4 of the SE1/4, described as follows: Commencing at a 3/8" rebar with I.D. cap at the NE corner thereof for the POB. Thence S 1 degree 05'43" E, 235.05 feet to a 3/8" rebar; thence S 87 degrees 11'02" W, 220.56 feet to a 3/8" rebar; thence N 29 degrees 44'18" W, 89.81 feet to a nail in the top of a fence corner post; thence along a fence N 2 degrees 48'57" W, 160.36 feet to a 3/8" rebar at the north end of a cattle guard; thence leaving said fence N 88 degrees 21'22" E, 268.33 feet to the POB; said described tract containing 1.41 acres, more or less.

Subject to a 20 foot wide Road Easement, the centerline of which is described as follows: Commencing at a 3/8" rebar and I.D. cap at the NE corner of the NW1/4 of the SE1/4; thence S 88 degrees 21'22" W, 62.86 feet to the POB of herein described centerline of 20 foot wide Road Easement; thence with said centerline of easement, S 60 degrees 28'04" W, 26.24 feet; thence S 88 degrees 56'41" W, 182.08 feet to the termination point of herein described centerline of Road Easement.

632 CR 9631, Alpena, AR72611

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 held in Montgomery Whiteley Realty Escrow Account 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 Carroll County Title, Eureka Springs, AR. Closing agents fee is to be divided 50/50 between buyer and seller. Closing date is designated to be December 28, 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 customary closing cost and Buyer is to pay buyer's customary closing cost as determined by closing agent.

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: None

17. Termite Certificate: None.

18. Personal Property: Refrigerators, wood stove in garage.

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 supercede 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

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.

The above Real Estate Contract is executed by Buyer on December 1, 2012.

Montgomery Whiteley Realty

Buyer

Larry Montgomery, Broker /Auctioneer

Buyer

The above Real Estate Contract is executed by Seller on December _____, 2012
Executrix accepts this offer subject to approval of the Probate Court of Carroll County Arkansas.

Montgomery Whiteley Realty

Connie I. Barney, Executrix of the Leiva Klein Estate

Larry Montgomery, Broker /Auctioneer