

Another "Montgomery"

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

AUCTION

Saturday May 19, 2012 10 am

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

David Seitz, Owner

LARRY MONTGOMERY

Broker / Auctioneer

**870 423-2997 AALB #95
Montgomery Whiteley Realty
Berryville AR**

Another Montgomery
*** REAL ESTATE ***

AUCTION

Saturday May 19, 10 am

11 Miles South of Berryville, Ar on Hwy 21 at Metalton

**Selling 1.35 Acres with a fixer-upper house fronting
State Hwy 21, Gin Branch and Piney Creek.**



“”This property will sell Auction Day!””

Have your financing in place and be prepared to bid!

Location of Auction: On The Premises.

TERMS: \$2,000 of purchase price day of sale with balance due in certified funds at closing
OR possible seller financing with 20% down, 7 percent interest per annum,
monthly payments with 15 year amortization.

To view this property or for terms, conditions, and other information, contact agent for the seller, or view
our web site www.Lmontgomeryauction.com.

Larry Montgomery Broker / Auctioneer

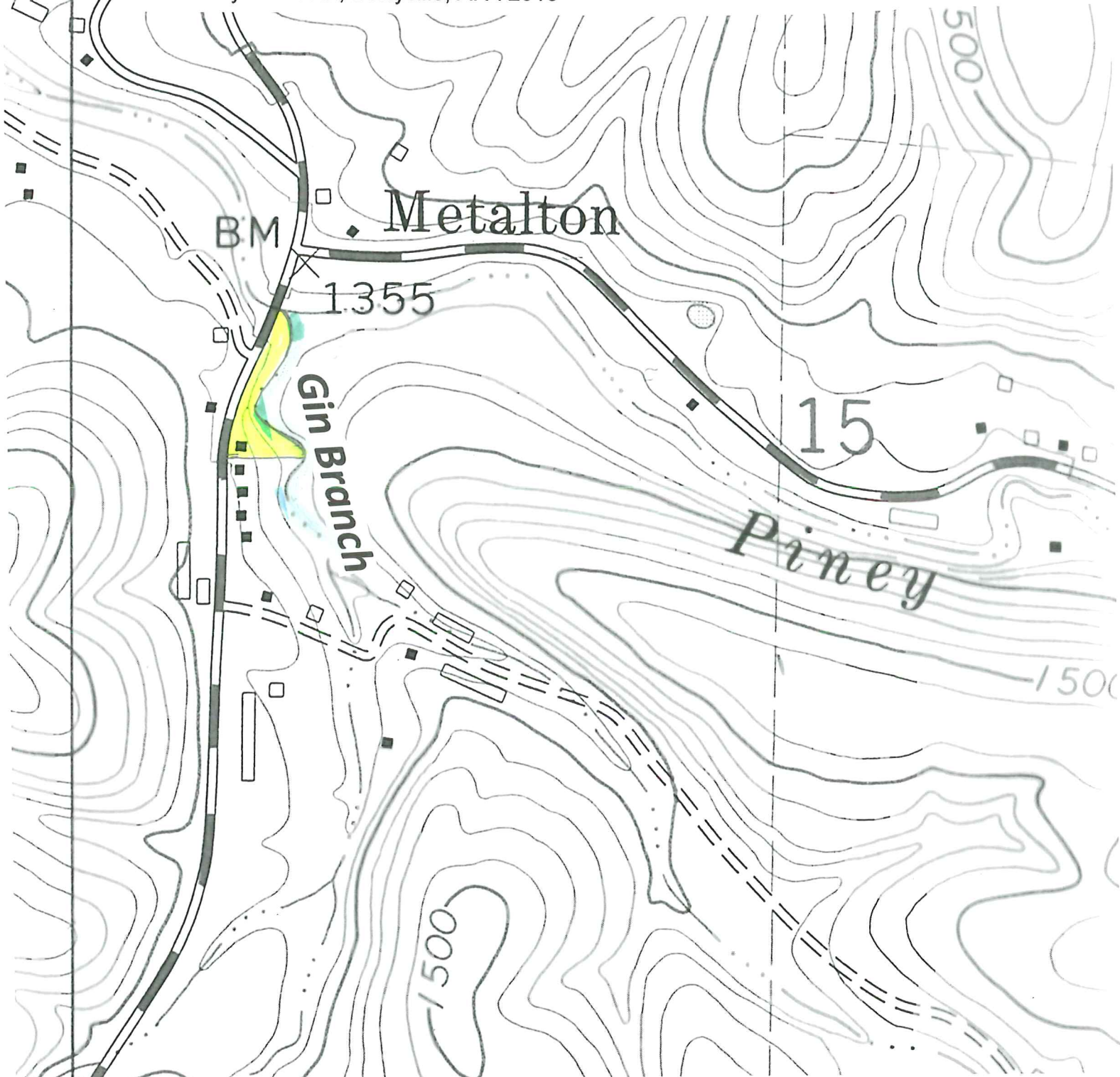
Montgomery Whiteley Realty
Berryville, Arkansas

870 423-2997 larry@lmontgomery.com



Legal Description: A part of the SW1/4 of the NW1/4, Section 15, T18N, R24W, described as follows: Beginning on the West side of State Highway #21 at a metal stake where half-Section line running East and West crosses said highway; thence East about 100 yards to the center of Gin Branch; thence North with the center of said branch to Piney Creek; thence West to West side of State Highway #21; thence South with West side of said Highway #21; thence South with West side of said Highway #21 to place of beginning, containing one (1) acre, more or less. ALSO, A part of the NW1/4 of the SW1/4, Section 15, T18N, R24W, described as follows: Beginning on the West side of State Highway #21 at a metal stake where the one-half Section line running East and West crosses said State Highway; thence running East 300 feet to the center of Branch; thence South 25 feet; thence West 300 feet; thence North 25 feet to the place of beginning, together with all buildings thereon.

10765 Hwy 21 South, Berryville, AR 72616



REAL ESTATE AUCTION

TERMS AND CONDITIONS

Seller: David Seitz

Saturday May 19, 2012 10 am

1. Agents are agents for the sellers only.
2. Personal property: None
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 agent to be sellers choice. Closing agent's fee is to be divided 50/50 between buyer and seller. Closing date is designated to be June 8, 2012. However, any unforeseen delays, such as clearing title, etc, will not void the contract entered into today.
7. \$2,000 of purchase price is to be paid to Montgomery Whiteley Realty today. The balance of purchase price is to be paid in certified funds at closing or seller will finance with 20% down, 7% per annum interest, monthly payments amortized over 15 years, escrow contract, buyer pays all escrow fees.
8. High bidder is to sign an Auction Real Estate Contract upon completion of bidding today, which is to be a no contingency contract.
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! This property will sell auction day with the seller reserving only the right to choose between a cash bid and a terms 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 seller

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: A part of the SW1/4 of the NW1/4, Section 15, T18N, R24W, described as follows: Beginning on the West side of State Highway #21 at a metal stake where half-Section line running East and West crosses said highway; thence East about 100 yards to the center of Gin Branch; thence North with the center of said branch to Piney Creek; thence West to West side of State Highway #21; thence South with West side of said Highway #21; thence South with West side of said Highway #21 to place of beginning, containing one (1) acre, more or less. ALSO, A part of the NW1/4 of the SW1/4, Section 15, T18N, R24W, described as follows: Beginning on the West side of State Highway #21 at a metal stake where the one-half Section line running East and West crosses said State Highway; thence running East 300 feet to the center of Branch; thence South 25 feet; thence West 300 feet; thence North 25 feet to the place of beginning, together with all buildings thereon.

10765 Hwy 21 South, Berryville, AR 72616

3. Purchase Price: Buyer will pay for the Real Estate, in certified funds at closing, the total of

\$_____ Or: if initialed here _____ Seller financing with 20% down, 7% interest per annum, monthly payments with 15 year amortization, escrow contract with First National Bank of North Arkansas, buyer paying all document preparation, escrow setup and monthly fees.

4. Earnest Money: Buyer tenders herewith check # _____ cash _____ in the amount of \$2,000, which shall be deposited and held by Montgomery Whiteley Realty 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 agent of seller's choice. Closing agents fee is to be divided 50/50 between buyer and seller. Closing date is designated to be June 8, 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: None

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.

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 May 19, 2012.

Montgomery Whiteley Realty

Buyer

Larry Montgomery, Broker /Auctioneer

Buyer

The above Real Estate Contract is executed by Seller on May ____, 2012 .

Montgomery Whiteley Realty

David Seitz

Larry Montgomery, Broker /Auctioneer