# FARMLAND-\& 

## RESIDENTIAL HOME AUGGON

FAARN โร 342\% ACRES
FAARN ॐ ७๑5B ACRES

FARNO 3: 323E ACRES
HOME 2,038 E SF $^{3}$
 On-site \& Online Auction Thursday | August 3, 2023 | 11:00 A.M. AUCIION LOCATION: Brinkley Convention Center 1501 Weatherby Drive I Brinkley, Arkansas 72021

## GENERAL INFORMATION

LEGAL DESCRIPTIONS: See Surveys
TERMS AND CONDITIONS: (FARMS 1, 2 \& 3) $\$ 100,000.00$ (Per Tract) ~ (HOME TRACT 4) $\$ 10,000.00$, All in the Form of a Cashier's Check made Payable in Your Name or Wilson Auctioneers, Inc. 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 Day are Welcome.

CLOSING COMPANY: Ralph Myers, III Land Title Agency, PLLC ~ 201 N. Edmonds Avenue, McCrory, Arkansas 72101 ~ (870) 731-5201.

## GENERAL INFORMATION:

| FARM 1 |  |
| :--- | :---: |
| Total Acres | 342.04 |
| FSA Base Acres (Soy Beans) | 155.6 |
| FSA Base Acres (Rice) | 155.2 |
| Overcup Silt Loam | $41.30 \%$ |
| Grubbs Silt Loam | $30.50 \%$ |
| Jacksonport Silt Clay Loam | $21.44 \%$ |
| \# of 8 Inch Electric Wells | 3 |
| \# of Risers | 3 |


| FARM 2 |  |
| :--- | :---: |
| Total Acres | 295.02 |
| FSA Base Acres (Soy Beans) | 99.5 |
| FSA Base Acres (Rice) | 186.5 |
| Henry Silt Loam | $55.60 \%$ |
| Calloway Silt Loam | $31.00 \%$ |
| Zachary Silt Loam | $13.30 \%$ |
| \# of 8 Inch Electric Wells | 4 |
| \# of Risers | 6 |


| FARM 3 |  |
| :--- | :---: |
| Total Acres | 323.47 |
| FSA Base Acres (Soy Beans) | 145.9 |
| FSA Base Acres (Rice) | 143 |
| Henry Silt Loam | $83.70 \%$ |
| Calloway Silt Loam | $14.30 \%$ |
| Zachary Silt Loam | $2.00 \%$ |
| \# of 8 Inch Electric Wells | 3 |
| \# of Risers | 4 |

2022 Total Owner's Farm Income for Farms 1, 2, and 3: \$151,903.00

## 2022 Real Estate Taxes:

(Farm 1) \$2,608.00
(Farm 2) \$2,484.00
(Farm 3) \$2,552.00

## HOME

2 Bedrooms
2.5 Bathrooms

2,033+/- Square Feet
7.30+/- Acres

Year Built - 2005
Utilities - Electricity, Served by Public Water, Septic, and Propane, (the home has a Generac Propane Fueled Stand-by Generator).
2022 Real Estate Taxes - \$166.00
School District - Brinkley B Monroe County

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, aerials, 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.

## FARM LEASE AGREEMENT

THIS AGREEMENT, made and entered into by and between, Andrea Hartley, whose address is: 4935 Woodruff 680, McCrory, AR 72101 (hereinafter called "Owner"), by and through her attomeys in fact, Glenn Caskey and Janie Nicholson, pursuant to the Durable Power of Attorney dated October 11, 2022, filed for record March 1, 2023, at Woodruff County Record Book AA177, at Page 767 and Ricky Skinner, individually and doing business as Skinner Farms whose address is: PO Box 391, Hunter, Arkansas 72074 (hereinafter called "Renter"),

## WITNESSETH:

Owner, for the consideration, purposes, covenants and conditions hereinafter set forth, do hereby lease, let and demise unto the Renter, and Renter accepts, the following described farm lands in St. Francis County and Woodruff County, Arkansas:

The following lands in Woodruff County, Arkansas:
The Northeast Quarter ( $\mathrm{NE}^{1 / 4}$ ) and the Fractional North Half ( $\mathrm{N}^{1 / 2}$ ) Northwest Quarter ( $\mathrm{NW}^{1 / 4}$ ) and the Fractional South Half ( $\mathrm{S}^{1 / 2}$ ) Northwest Quarter ( $\mathrm{NW}^{1 / 4}$ ), Section Thirtyone (31), Township Six (6) North, Range One (1) West, Woodruff County, Arkansas, and also

The Fractional E $1 / 2$ Northwest Quarter (NW1/4), Section Eighteen (18), Township Five (5) North, Range One (1) West, containing 7.91 acres, more or less, Woodruff County, Arkansas.

The following lands in St. Francis County, Arkansas:
The South Half ( $\mathrm{S}^{1 / 2}$ ) of the Northwest Quarter (NW1/4), Section Seventeen (17), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Northeast Quarter (NE ${ }^{1 / 4}$ ), Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The North Half ( $\mathrm{N}^{1 / 2}$ ) of the Northwest Quarter ( $\mathrm{NW}^{11 / 4}$ ), Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Southeast Quarter ( $\mathrm{SE}^{1 / 4}$ ), Section Nine (9), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, and also

The Southwest Quarter (SE1/4), Section Nine (9), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas.

A fractional part of the Northwest Quarter (NW $1 / 4$ ), lying West of Big Creek, Section Eighteen (18), Township Five (5) North, Range One (1) East, St. Francis County, Arkansas, containing approximately 20 acres, more or less. Also further identified as Field \#1, Tract 81, FSA Farm Number 3170.

TO HAVE AND TO HOLD the same unto the said Renter for and during the term hereof, upon and subject to the terms, exceptions and conditions hereinafter expressed.

1. The term hereof shall be for the period of Five (5) Crop Years, commencing as of January 1,2023 , and expiring with the harvesting of the 2027 crop or December 31, 2027, which ever is earliest. Provided, Renter shall not plant, cultivate or harvest any crops which will require harvesting or cultivation beyond the termination date of the initial term, unless the same shall have been agreed in writing by Owner or her Agents.

This Agreement may be extended by additional one year terms unless the same is terminated by written notice to the other party. Such notice shall be by First Class Mail postmarked before October $1^{\text {st }}$ prior to the following crop year.
2. Renter shall pay to Owner as rent for the use and possession of the premises crop rent in the amount of one-fourth ( $1 / 4$ ) of any and all crops produced on said land free and clear of any liens or encumbrances at the time of the harvest of said crops. Said one-fourth ( $1 / 4$ ) of said crops shall be delivered to a Riceland Foods grain facility or such other location as the Owner shall designate and shall be deposited in the name of the Owner. Renter shall provide satisfactory evidence of said grain deposit to Owner at the time said delivery is made to the
designated facility. Renter shall pay all expenses of the operation on said land including, but not limited to fertilizer expense and Renter shall pay all other expenses whatsoever incurred in growing said crops not specifically assumed by Owner.

The Owner shall not be responsible for any expenses incurred in said farming operation, except the repair of wells if damaged through no fault of Renter. Any damage to the wells through the fault of Owner or her agents, employees, representatives or invites shall be the sole responsibility of the Renter and shall be timely repaired to the satisfaction of Owner.
3. Owner agrees that during the term hereof, all taxes and special assessments, whether now levied, or which may be in the future be assessed and levied, shall be promptly paid when due.
4. Renter shall furnish at his expense all seed, labor, machinery, equipment, fertilizer, insecticides, herbicides, fuel, electricity and, in general, bear all expenses necessary for the production of all crops of the rented lands. Renter further agrees that he will work and cultivate said lands at all times during the terms hereunder in a good and husband-like manner; that he will keep all fence rows, windrows and drains free and clear of weeds and grasses to grow on said land; that he will not allow any public nuisance to be and exist on said lands; and that, at the expiration of the term hereof, Renter will promptly and peaceably deliver to Owner the land and premises aforesaid, together with any additions to the improvements thereon, in as good condition as their highest state of improvement during the term hereof may have been, natural wear and tear and the action of the elements alone being expected. Any extensions or renewals of this lease must be in writing and signed by both parties.
5. The Renter shall not have the right to assign, transfer or sublease the rented premises, or any part thereof, without the consent of the Owner having first been obtained in writing. Any such transfer, assignment or sublease without Owners' written consent shall be void.
6. Renter shall assume the cost of routine upkeep and maintenance for irrigation wells, power unit and re-lift pumps. Owner assumes responsibility for the costs of replacement or repairs of irrigation wells, including the power unit, beyond routine maintenance. Renter shall assume responsibility for fuel costs for relift or irrigation pumps. Renter shall further assume responsibility for routine lubrication, upkeep and maintenance for wells and power unit.
7. Renter agrees that he will use and operate the rented premises in full compliance with all rules, regulations and statutes of the Environmental Protection Agency, the Arkansas Pollution and Control Agency and all other departments and agencies of the State and Federal government dealing with the environmental and ecological matters.

Renter agrees to indemnify and hold harmless Owner and her agents from any and all liabilities and responsibility arising out of the Renter's operation and use of the rented premises, except damage done through the negligence of the Owner or her agents. Renter agrees that he will operate the leased premises in full cooperation with the F.S.A. and other governmental rules and regulations.

Any USDA crop subsidy, or any other governmental payments received shall be divided between the Owner and Renter in proportion to their respective interests in the crops. Owner further agrees that she will do nothing to cause the reduction or elimination of crops bases for allotments or any other governmental benefits accruing to the rented land.
8. It is understood that Owner by her designated guest or agents shall have the right of peaceful ingress and egress to the leased property at all times.
9. In the event of the failure or refusal of Renter to comply with any of the terms, covenants or conditions of this agreement, or if the Renter shall become insolvent, bankrupt or otherwise financially unable to comply with the terms hereof, Owner shall have the right to declare the same terminated and forfeited upon the giving of thirty (30) days written notice, and shall have the right to take possession of the lands and crops without the necessity of proceedings at law or equity and with being guilty of any manner of trespass if the breach, default, or violation is not corrected within thirty (30) days of such notice. No delay or forbearance on the part of the Owners shall be deemed a waiver of their right to exercise the option herein granted.
10. Renter shall keep the soil in as good or better condition as at the commencement of the lease. He shall apply such treatments as are necessary to keep the soil in good condition. If improvements are needed, Owner agrees to discuss any permanent improvements with Renter and by separate agreement determine the allocation of costs of the same.
11. Owner shall retain the right of hunting or fishing, or leasing of the same, provided any such lease shall not interfere with the Renter's planting, cultivation or harvesting of any crops growing on the premises.
12. Renter shall keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished or operations conducted thereon at the instance or request of Renter.
13. Nothing contained in this lease shall create or be construed as creating a partnership, joint venture or employment relationship between Owner and Renter. Neither

Owner nor Renter shall be liable, except as otherwise expressly provided in this lease, for any obligation or liabilities incurred by the other.
14. Water for farm operations and family use obtained by Owner's water rights (however acquired by Owner) shall be used only on the premises and in pursuit and performance of Renter's operations and obligations on the leased premises. No water shall be used upon or be exported to other lands without the written consent of Owner first had and obtained.

Owner assumes no responsibility to Renter for any water shortage from the source or sources of water under Owner's water rights, or from any source whatsoever; nor does Owner warrant the quality or quantity of water obtained from any source or sources.
15. After the crops are harvested, weather permitting, the fields are to be turned under and rolled and all levees are to be pulled and rolled so the land is returned to its flat and cleaned condition, unless otherwise directed and approved by Owner in writing.
16. This lease, or any extensions or renewals of the same, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and any modifications thereto must be in writing signed by all the parties.

Signatures appear on the following page.

IN WITNESS WHEREOF, we have hereunto set our hands in duplicate on this $7^{\text {th }}$ day of

March, 2023.

OWNER
Andrea Hartley BY:

RENTER:
Ricky Skinner

BY:


Andrea ttartoy by tame Nicholson Andrea Hartley, Janie nicholson, Agent

## ACKNOWLEDGMENT

## STATE OF ARKANSAS

## COUNTY OF MONROE

ON THIS day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Glenn Caskev and Janie Nicholson, as Attorneys in Fact and Agents for Andrea Hartley, to me well known as the OWNER in the foregoing Farm Lease Agreement, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and that the said Durable Power of Attorney has not been revoked and remains in effect at the time of the signing of this document.

WITNESS my hand and seal as such Notary Public on this $7^{\text {th }}$ day of March, 2023.


My Commission Expires:
(SEAL)


## ACKNOWLEDGMENT

## STATE OF ARKANSAS

## COUNTY OF MONROE

ON THIS day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Ricky Skinner, individually and doing business as Skinner Farms, to me well known as the Renter in foregoing Farm Lease Agreement, and further stated and acknowledged that he had so signed, executed and delivered said foregoing Agreement for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this $7^{\text {th }}$ day of March, 2023.


My Commission Expires:


# AGENTS CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY 

## STATE OF ARKANSAS

## COUNTY OF MONROE

I, Glenn Caskey (name of agent), certify under penalty of perjury that Andrea Hartley (name of principle) granted me authority as an agent or successor agent in a power of attorney dated October 11, 2022.

I further certify that to my knowledge:
(1) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
(2) If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
(3) If I was named as a successor agent, the prior agent is not longer able or willing to serve; and
(4) The Power of Attorney is a durable power of attorney, surviving the disability or incapacity of the principal.

## SIGNATURE AND ACKNOWLEDGMENT



March 7, 2023
Date
PO Box 154
Hunter, AR 72074
870-731-7998
This document was acknowledged before me on March 7, 2023 by Glenn Caskey, Agent.


My commission expires:
(Seal)


# AGENTS CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY 

## STATE OF ARKANSAS

## COUNTY OF MONROE

I, Janie Nicholson (name of agent), certify under penalty of perjury that Andrea Hartley (name of principle) granted me authority as an agent or successor agent in a power of attorney dated October 11, 2022.

I further certify that to my knowledge:
(1) The Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attomey and my authority to act under the Power of Attorney have not terminated;
(2) If the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;
(3) If I was named as a successor agent, the prior agent is not longer able or willing to serve; and
(4) The Power of Attorney is a durable power of attorney, surviving the disability or incapacity of the principal.

## SIGNATURE AND ACKNOWLEDGMENT



Janie Nicholson
670 Lynn Road
Brinkley, AR 72021
870-589-0309

March 7, 2023
Date
正

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4 Year Crop History


Owner/Operator:
$\square$


Address: $\qquad$
Address: $\qquad$
Phone: $\square$

Farm Name: $\qquad$
Field ID: $\qquad$
Acct. \#: $\square$

Crop Year: $\quad 2022$

| Soybeans
| Rice
|| Developed/Low Intensity
7 rows not shown

Crop Year:
2020

| Rice
| Soybeans
| Developed/Open Space
2 rows not shown

| Soybeans
|| Developed/Low Intensity
|| Developed/Open Space
4 rows not shown


[^0]3 rows not shown
(
Maps Provided By:


Soils data provided by USDA and NRCS.
Area Symbol: AR147, Soil Area Version: 22

| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non- <br> Irr <br> Class <br> *C | Common bermudagrass AUM | Common bermudagrass | Corn | Cotton lint Lbs | Cotton lint | Grain sorghum Bu | Improved bermudagrass AUM | Improved bermudagrass | Ric Irrig Bu |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OvA | Overcup silt loam, 0 to 1 percent slopes | 138.57 | 41.0\% |  | IIIw | 7 |  |  | 480 |  | 90 | 8 |  |  |
| GuB | Grubbs silt loam, 1 to 3 percent slopes | 100.30 | 29.7\% |  | 11 e | 7 |  |  | 650 |  |  |  |  |  |
| JpA | Jackport silty clay loam, 0 to 1 percent slopes | 75.22 | 22.3\% |  | IIIw | 6.5 |  |  | 550 |  | 95 | 9 |  |  |
| DbB | Dubbs silt loam, 1 to 3 percent slopes | 21.56 | 6.4\% |  | 11 e |  | 8.5 | 85 |  | 750 |  |  | 11.5 |  |
| GuC | Grubbs silt loam, 3 to 8 percent slopes, eroded | 2.30 | 0.7\% |  | IIIe | 6 |  |  |  |  |  |  |  |  |
| Weighted Average |  |  |  |  | 2.64 | 6.4 | 0.5 | 5.4 | 512.1 | 47.8 | 58 | 5.3 | 0.7 |  |

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.


State: Arkansas
County: Woodruff
Location: 31-6N-1W
Township: Franks
Acres: 337.95
Date: 7/6/2023



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4 Year Crop History


Owner/Operator:
$\square$
Address:


Address: $\qquad$
Phone: $\square$

Date: 7/6/2023
Farm Name: $\qquad$

Acct. \#: $\square$
$\qquad$
Crop Year:
2021


Crop Year: $\square$ 2020

| Soybeans
| Rice
| Developed/Open Space
3 rows not shown

| Soybeans
|| Developed/Open Space
| Developed/Med Intensity
2 rows not shown

Crop Year: $\quad 2019$

| Soybeans
|| Developed/Open Space
|| Developed/Med Intensity
2 rows not shown


County: St. Francis
Twnshp: L'Anguille
Field horders provided hy Farm_Service_Agency as of 5/21/2008_Crop_data provided by لUSDA National_Agricultural_Statistics_Service_Cropland_Data__ ayer

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.


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4 Year Crop History


Owner/Operator:
$\square$
Address:


Address: $\square$
Phone: $\square$

Farm Name: $\qquad$
Field ID: $\square$
Acct. \#: $\square$

Crop Year: 2022

| Soybeans
| Rice
| Woody Wetlands
6 rows not shown

| Soybeans
| Woody Wetlands
| Rice

## 5 rows not shown

Boundary Center: $35^{\circ} 3^{\prime} 38.01,-91^{\circ} 0{ }^{\prime} 14.73$
State: AR
County: St. Francis
ield horders

3 rows not shown
| Soybeans
| Woody Wetlands
| Fallow/Idle Cropland

Maps Provided By
© AgriData, Inc. 2023
WUSTOMIZED ONLINE MAPPING
WWW.Datalnc.com

## Soils Map




| State: | Arkansas |
| :--- | :--- |
| County: | St. Francis |
| Location: | $9-5 \mathrm{~N}-1 \mathrm{E}$ |
| Township: | L'Anguille |
| Acres: | $\mathbf{3 2 5 . 5 6}$ |
| Date: | $\mathbf{7 / 6 / 2 0 2 3}$ |



Soils data provided by USDA and NRCS.
Area Symbol: AR123, Soil Area Version: 20

| Code | Soil Description | Acres | Percent of field | Non-Irr Class Legend | Non- <br> Irr <br> Class <br> *C | Common bermudagrass AUM | Corn Bu | Cotton lint Lbs | Grain sorghum Bu | Improved bermudagrass AUM | Rice Irrigated Bu | Soybeans Bu | Tall fescue AUM | Wheat Bu | *n NCCP Soybean |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| He | Henry silt loam, 0 to 1 percent slopes | 266.72 | 81.9\% |  | IIIw | 5.5 | 70 |  |  |  | 120 | 30 | 6 | 30 |  |
| CIA | Calloway silt loam, 0 to 1 percent slopes | 53.69 | 16.5\% |  | IIw | 7 | 95 | 700 | 95 | 9 | 140 | 35 | 8 | 42.5 |  |
| Za | Zachary silt loam | 5.15 | 1.6\% |  | Vw | 6 |  |  |  |  |  |  |  |  |  |
| Weighted Average |  |  |  |  | 2.87 | 5.8 | 73 | 115.4 | 15.7 | 1.5 | 121.4 | 30.4 | 6.2 | 31.6 | * n |

*n: The aggregation method is "Weighted Average using all components"
*c: Using Capabilities Class Dominant Condition Aggregation Method
Soils data provided by USDA and NRCS.



|  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |






## Multi-Par Auction Method

The Multi-Parcel (multi-par) auction method allows the buyer to maintain control of any tracts or parcel throughout the auction, regardless of the combination of the tracts.

With the multi-par you select the lots you wish to purchase and bid on them, first by the acre and then in whole dollars.
After a per acre price has been established by individual tracts, for the entire acreage, any bidder may add to the total amount bid on any tracts in the preset dollar amount established at the beginning of the auction or as new bids are posted.

If no advance of bid is made within a specified time frame, then the lots will be announced closed.

## Advantage of the Multi-Par Method

- No one is knocked out of bidding at any time. In phase II, you may bid on any tract or combination of tracts.
- You may combine any or all tracts in any grouping throughout phase II of the auction as well post new bids on any single tract bid or combination bids already posted.
- At any time you can look at the lots displayed on large boards and see the high bid and whether you have control of that tract. The High Bidders will have a star (*) beside their winning bid or combination.
- Since everyone who is participating in the auction event can choose which property they want to buy and the price is set by the bidder, everyone has the same opportunity to buy regardless of the other bidder's possible wealth or bidding strength.


## Helpful bidding tips

- Bid on only the tracts or items that you want to own. If you only want a single tract then bid when it is available. If you want multiple tracts or none at all then bid when combination of tracts are permitted. Remember, any bid posted is considered active and could be back in winning position at any time during the auction.
- Don't wait to bid at the end... prices don't go down. Waiting only invites more people to jump in at the last moment. Remember, it is better to defend your position then to take it from someone else.
- Prior to the auction determine your buying strategy. Determine what you want to buy and how much you can spend. Use the auction floor staff to help you with the math during the auction event.


## 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 " $\boldsymbol{A S}$ 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 "LeadBased 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, unless the auction is ordered by the court. 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 administrated 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.
14. OFFERS: If an offer is submitted to the seller during the marketing period or the online bidding time period, the seller reserves the right to cancel the auction at his / her discretion.

# ATTENTION: FARMERS, INVESTORS, HOME BUYERS \& DUCK HUNTERS! 3 Rice \& Row Crop Farms w/ 960.53+/- Acres Located Near Hunter, Arkansas ~ Offered in 3 Newly Surveyed Tracts \& Combinations ~ Plus, a 2,033+/- SF Brick Home \& 900+/- SF Metal Storage Building w/a 420+/- SF Attached Shed, all on 7.30+/- Acres ~ Selling On-site w/Live, Online Bidding Available <br> 960 + /- ACRES OF FARMLAND \& RESIDENTIAL HOME AUCTION THURSDAY ~ AUGUST 3, 2023 ~ 11:00 A.M. AUCTION LOCATION: BRINKLEY CONVENTION CENTER ~ 1501 WEATHERBY DR. ~ BRINKLEY, AR 72021 

DIRECTIONS TO AUCTION LOCATION: From I-40 \& US HWY 49, proceed South on HWY 49 to West 6th St. ~ Turn Right onto West 6th St. \& proceed West to Weatherby Dr. ~ Turn Right onto Weatherby Dr. \& proceed to the Convention Center on the Left.

REAL ESTATE DESCRIPTION: These 3 Farms \& Dwelling will be Offered in (4) Newly Surveyed Tracts \& Combinations ~ (FARM 1) 342.04+/- Acres ~ This Property is Accessed by Woodruff County Road 665 ~ This Farm has Approximately 41.3\% Overcup Silt Loam; 30.5\% Grubbs Silt Loam \& 21.44\% Jacksonport Silt Clay Loam ~ Base Acres: Soybeans 155.6 Acres; Rice (Long Grain) 141.7 Acres; Rice (Medium Grain) 13.5 Acres ~ It has 3 Eight-inch Electric Wells, Transfer Pipes, Flues, 3 Risers \& Underground Piping ~ (FARM 2) 295.02+/Acres ~ This Tract is on St. Francis County Road 130 off St. Francis County Road 155 ~ This Farm has Approximately 55.6\% Henry Silt Loam, 31\% Calloway Silt Loam \& 13.3\% Zachary Silt Loam ~ Base Acres: Soybeans 99.5 Acres; Rice (Long Grain) 170.3 Acres; Rice (Medium Grain) 16.2 Acres ~ It has 4 Eight-inch Electric Wells, 6 Risers \& Underground Piping ~ Some Timber ~ (FARM 3) 323.47+/- Acres ~ This Property is Accessed by St. Francis County Road 155 ~ This Farm has Approximately 83.7\% Henry Silt Loam, 14.3\% Calloway Silt Loam \& 2\% Zachary Silt Loam ~ Base Acres: Soybeans 145.9 Acres; Rice (Long Grain) 130.6 Acres; Rice (Medium Grain) 12.4 Acres ~ It has 3 Electric Wells, 4 Risers \& Canals ~ NOTE: Farm Tracts 1, 2 \& 3 are currently in the 1st year of a 5 -year crop share lease (25/75) ~ Hunting rights are owned by the Seller \& will be transferred to the Buyer ~ (HOME TRACT 4) Single-family Home Located at 4935 Woodruff 680 ~ This Brick Veneer House sits on 7.30+/- Acres \& Contains 2,033+/- SF ~ It was Built in 2005 \& Contains 2 Bedrooms/ 2.5 Baths, Living Room/Dining Room Combination, Kitchen, Laundry, Hobby Room (Could be Converted to a 3rd Bedroom) \& a 2-Car Garage ~ Home has Central Heating \& Air, Plus a Generac Propane Fueled Stand-by Generator ~ Served by Public Water ~ For Additional Information, Photos \& Online Bidding Instructions, Visit WilsonAuctioneers.com or Contact our Office at 501-624-1825.

TERMS ON REAL ESTATE: (FARMS 1, 2 \& 3) $\$ 100,000.00$ (Per Tract) ~ (HOME TRACT 4) $\$ 10,000.00$, All in the Form of a Cashier's Check made Payable in Your Name or Wilson Auctioneers, Inc. 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 Day are Welcome.

INSPECTION: Farms 1, 2 \& 3 can be Viewed Anytime ~ Tract 4 (Home) Viewing, Please Contact Agent, Ken Bethge at 870-550-5274/ ken@wilsonauctioneers.com ~ Doors Open \& Auctioneers will be On-site at the Brinkley Convention Center (1501 Weatherby Dr., Brinkley, AR 72021) 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


[^0]:    | Soybeans
    | Rice
    | Developed/Open Space

