

# ABSOLUTE REAL ESTATE AUCTION

HOME~SHOP & 40± AC. in 4 Tracts and All Together

SATURDAY JUNE 1st ~ 11 AM



SELLING TO THE HIGHEST BIDDER

**SATURDAY JUNE 1st ~ 11 AM**  
1270 HEMPSTEAD 31 NASHVILLE AR.  
Auctioneer~Nick D Fowler AAL162

[www.FowlerAuctioneers.com](http://www.FowlerAuctioneers.com)



AALB #162

*Real Estate*  
**AUCTIONEERS**



## **DISCLAIMER**

Announcements made day of sale take precedence over all advertisement.

Property to be sold as is where is with any and all faults, without express or implied warranties of any kind. The buyer is to perform all inspections prior to auction with professionals of their choosing. Fowler Auctioneers, Inc. represents the sellers only and does not inspect properties on behalf of buyers and assumes no responsibility for the correctness of any descriptions. You agree to hold Fowler Auctioneers, Inc./Seller and its employees harmless for any delayed closing issues. Fowler Auctioneers, Inc. 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. All properties are absolutely sold "as is, where is" with no contingencies. All information given orally or in writing was derived from sources believed to be correct but is not guaranteed. All real estate dimensions are only approximations. Buyers shall rely entirely on their own information, judgment and inspection of the property and records. You acknowledge that the internet may be an unreliable and error-prone network. Fowler Auctioneers, Inc. will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled at any time and if internet service is unstable or disrupts the online portion of any auction. 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. The following terms and conditions shall apply to all auctions held Live or Online, regardless of the type, size or kind of auction (live or online). Specific terms and conditions may be modified at any time prior to the commencement of the auction by Fowler Auctioneers, Inc. Any Bidder/Buyer agrees to abide by these terms and conditions or the terms and conditions of any future Fowler Auctioneers, Inc. auctions.

: Neither Seller nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website (s), in the Auction brochure, live Auction or available at the Property.

**Auctioneer/Real Estate Broker: Nick Fowler AALB #162 \* PB00060028**



Dear Prospective Buyer,

Saturday, June 1st 2024

1,440+/- SF Home Built in 2006 and is Situated on 37+/- Acres - All Electric, Septic System, City Water and 36" Doorways. This Home Offers an Eat-in Kitchen Open to the Living Room with Vaulted Ceilings, Large Master Bedroom with En-Suite Bathroom with Jacuzzi Tub/Shower Combo, Sun Room, Tile Flooring, Log Siding Exterior, Metal Roof, Several Large Shad Trees, Partially Fenced with a Small Barn.

**DONT MISS THIS OPPORTUNITY!**

If you have further questions after reviewing this information packet, please do not hesitate to talk to one of our auctioneers, agents. Thank you for attending our auction today and good luck bidding.

We appreciate your business very much!!

Sincerely, Nick Fowler CAI, Auctioneer/Broker



Fowler Auctioneers, Inc.  
Glenwood, Arkansas



**FOWLER AUCTIONEERS, INC.**  
275 Hwy. 70 East, Glenwood, AR 71943  
**870-356-4848 / 800-848-3016**  
[www.FowlerAuctioneers.com](http://www.FowlerAuctioneers.com)

If you are someone you know is considering an auction, please consider Fowler Auctioneers Inc. We would love to work for you next.

## **Property Information**

**Address: 1270 Hempstead 31 Nashville, AR 71852**

### **Real Estate Description:**

**1,440+/- SF Home Built in 2006 on a concrete slab and is Situated on 37+/- Acres - All Electric, Septic System, City Water and 36" Doorways. This Home Offers an Eat-in Kitchen Open to the Living Room with Vaulted Ceilings, Large Master Bedroom with En-Suite Bathroom with Jacuzzi Tub/Shower Combo, Sun Room, Tile Flooring, Log Siding Exterior, Metal Roof, Several Large Shad Trees, Partially Fenced with a Small Barn.**

**Taxes: Approx. \$466.00+/- per year**

**Closing Agent: Proland Title - Hot Springs, AR - 501-762-0159**

**County: Hempstead**

**School District: Nashville**

### **Tract Information:**

***Tract #1: 5+/- Acres and 1,440+/- SF Home***

***Tract #2: 8+/- Acres \* Pasture and Pond***

***Tract #3: 15+/- Acres \* Pasture and Pond***

***Tract #4: 11+/- Acres \* Views and Game***

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# TOKIO

PROPOSED TRACT MAP

TR. 2 - 8 AC. ±  
PASTURE & POND

TR. 1  
HOME SITE AC

TR. 3 - 15± AC.  
PASTURE & POND

TR. 4 - 11 AC. ±  
VIEWS & GAME

AAAB #162  
**FOWLER**  
*Real Estate*  
**AUCTIONEERS**  
SOLD N 30 DAYS





## **TERMS FOR:**

**1270 Hempstead 31 Nashville, AR 71852**

**Survey Cost will be Split 50/50 between Seller and Buyer if sold in Tracts, Existing Survey will be Provided at Closing if Sold in it's Entirety. Survey cost per tract will be approx. \$400.00.**

**Live Auction Bidding Terms:** \$7,500 for Home Tract, \$5,000 Per Vacant Tracts and for it's Entirety \$20,000 Non-Refundable down payment (Earnest Money) due day of auction in the form of a cashier's check or if known by auctioneer (see down payment instructions below) , balance due at closing. Closing within 30 days. Title insurance and warranty deed furnished at closing, 10% buyer premium. Property Sold "as is, where is", The Seller/Fowler Auctioneers, Inc. has the right to accept or reject any and all bids/offers.

**Online Pre Bidding Terms:**\$7,500 for Home Tract, \$5,000 Per Vacant Tracts and for it's Entirety \$20,000 Non-Refundable down payment (Earnest Money) due day of or next business day after auction ends in the form of wire transfer (see down payment instructions below) , balance due at closing. Closing within 30 days. Title insurance and warranty deed furnished at closing, 10% buyer premium. Property Sold "as is, where is", **The Seller/Fowler Auctioneers, Inc. has the right to accept or reject any and all bids/offers.**

**Fowler Auctioneers reserves the right to decline any bidder that has a bad score or has been permanently declined by other auction companies.**

**Possession will be at closing, No Exceptions.**

**The Seller/Fowler Auctioneers, Inc. has the right to accept offers Made Prior to Auction.**

**Participation Requirements:** Valid credit card required for online bidding approval, name, valid mailing address, and valid email address. **NO EXCEPTIONS!!** All property is sold 'AS IS" . **Buyer's Contract:** Your bids placed on the Fowler Auctioneers, Inc. website/bidding platform is a contract and you are responsible for paying all amounts due after upon seller approval. Non-paying bidders or fraudulent bidding will be subject you to legal recourse and possible criminal charges including any fraud and/or interstate commerce violations. The Seller/Fowler Auctioneers, Inc. has the right to accept or reject any and all bids/offers. **On-Line Bidder will be contacted if they have the winning bid.**

**Real Estate DOWN PAYMENT (Earnest Money) Live Onsite Bidders and Online Bidders is non-refundable and must be paid in full day of auction for Live Auction Bidders in the form of a cashier's check and next business day after the close of the auction for Online Bidders in the form of Wire Transfer with the balance due in 30 days at closing. Purchaser will receive a general warranty deed at closing. Seller will provide purchaser an "owners" title insurance policy at closing. Buyer and Seller will be responsible for their closing cost. If for any reason Buyer fails to timely execute the Sale Contract or pay the**

deposit, Seller has sole discretion, to: pursue all legal and equitable remedies available against Buyer, charge the Buyer's credit card on file for the down payment and/or 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. All properties are sold "as is, where is" no exceptions.

Registration finalizes – Each bidder agrees to terms and conditions of sale. Do not bid unless you agree to be bound by these terms. Property to be sold as is where is with any and all faults, without express or implied warranties of any kind. Buyer is to perform all inspections prior to auction with professionals of their choosing. Fowler Auctioneers, Inc. represents the sellers only and does not inspect properties on behalf of buyers and assumes no responsibility for the correctness of any descriptions. You agree to hold Fowler Auctioneers, Inc./Seller and its employees harmless for any delayed closing issues. Fowler Auctioneers, Inc. 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. All properties are absolutely sold "as is, where is" with no contingencies. All information given orally or in writing was derived from sources believed to be correct, but is not guaranteed. All real estate dimensions are only approximations. Buyers shall rely entirely on their own information, judgment and inspection of the property and records. You acknowledge that the internet may be an unreliable and error-prone network. Fowler Auctioneers, Inc. will not guarantee that bids placed online will always be transmitted to or received by the auctioneer in a timely fashion, we encourage you to enter your max bid in the case of a delay due to possibility of low cell service. You agree to hold Fowler Auctioneers, Inc. and its employees harmless for any interruptions in online bidding. At the sole discretion of the Company, the auction may be suspended, postponed, or cancelled at any time and if internet service is unstable or disrupts the online portion of any auction. 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. The following terms and conditions shall apply to all auctions held Live or Online, regardless of the type, size or kind of auction (live or online). Specific terms and conditions may be modified at any time prior to the commencement of the auction by Fowler Auctioneers, Inc. Any Bidder/Buyer agrees to abide by these terms and conditions or the terms and conditions of any future Fowler Auctioneers, Inc. auctions. Fowler Auctioneers, Inc. does not guarantee the online bidding to function properly during live auction.

**EXCLUSION/DISCLAIMER OF WARRANTY:** Neither Seller nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website (s), in the Auction brochure, live Auction or available at the Property. We are happy to offer online bidding for bidders who cannot physically attend the live auction event. Please understand and agree that online bidding will only be allowed if the buyer is physically NOT on site at the live auction. Online bidding will NOT be allowed if you are physically in attendance at the live auction event.



**Broker Participation: Fowler Auctioneers Inc. will pay 10% of the 10% net buyer premium or 10% of negotiated commission if client is the successful bidder who closes on the terms of the contract, including closing on the effective contract closing date. Client must be registered and bid 48 hours prior to Auction. Visit [fowlerauctioneers.com](http://fowlerauctioneers.com) to print a Broker Participation Form. Email to [marketing@fowlerauctioneers.com](mailto:marketing@fowlerauctioneers.com) or Fax to our office 870-356-4225. Receipt is not guaranteed so please follow up with a call to our office at 870-356-4848. The Client must fully complete and execute a Bidder Registration provided on our website. No oral registrations will be accepted. If the Client has previously been in direct contact with a representative from Fowler Auctioneers Inc. or is part of our Client Mailing List, the Broker/Sales Associate will not qualify for a commission. These terms and conditions are firm. No compensation if you (Realtor) are bidding for yourself.**

Registration finalizes – Each bidder agrees to terms and conditions of sale. Do not bid unless you agree to be bound by these terms. Property to be sold as is where is with faults, without express or implied warranties of any kind. The Buyer is to perform all inspections prior to auction with professionals of their choosing. Fowler Auctioneers, Inc represents the sellers only and does not inspect properties on behalf of buyers and assumes no responsibility for the correctness of any descriptions.

Fowler Auctioneers, Inc. 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. All properties are absolutely sold "as is, where is" with no contingencies. Announcements made day of sale take precedence over all advertisement. All information given orally or in writing was derived from sources believed to be correct, but is not guaranteed. All real estate dimensions are only approximations. Buyers shall rely entirely on their own information, judgment and inspection of the property and records.

### **Terms and Conditions of Auction**

The following terms and conditions shall apply to all auctions held, regardless of the type, size or kind of auction. Specific terms and conditions may be modified at any time prior to the commencement of the auction by Fowler Auctioneers, Inc. and any such modifications will be announced prior to the commencement of said auction. Any Bidder/Buyer expressly agrees to abide by these terms and conditions or the terms and conditions as modified verbally on the day of the auction as a condition to their participation in said auction.

1. Fowler Auctioneers, Inc., hereinafter referred to as "Agent", is the exclusive agent for the Seller of both "personal" and "real" property items at any auction. Agent does not in any way represent the interest of any Bidder/Buyer. No third-party broker is acting as a sub-agent of the Agent, unless specifically disclosed.
2. All announcements made the day of the auction are controlling over any printed terms, conditions, fliers, advertisements, or representations made prior to the auction.
3. DUE DILIGENCE: Seller and Agent 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, 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 Agent comes from Seller and is believed to be accurate, but neither Seller nor Agent 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 Agent are not required to update any information provided or published and shall have no liability on any basis for failing to do so.
4. All property/items are sold "As-Is, Where-Is" with no warranty whatsoever, expressed or implied. The Agent is not responsible for items after sold. All items should be inspected to the Bidders/Buyers satisfaction.
5. Some of the items may be sold subject to seller confirmation. The Agent reserves the right to bid on behalf of the seller if necessary.
6. Participation in the Auction is at Bidder's sole risk. Seller and Agent, plus their agents, contractors and employees, shall have no liability on any basis. All Real Property is offered in a "AS IS, WHERE IS" condition. To the fullest extent allowed by law, Seller and Agent 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 Sales Contract.
7. DISCLOSURES: The Property will be offered for the sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, restrictions, right-of-way, title exceptions and matters of record. Maps, depictions and sketches in any materials related to the Property are for illustrations purposes only and Seller and Agent do not guarantee, represent, or warrants their accuracy or completeness, Residential dwellings built prior to 1978 may include lead-base paint. Buyer of such Property must immediately execute a "Lead-Based 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 lead hazard information pamphlet provided and the "Lead Warning Statement" in the Sale Contract.

8. **REGISTRATION:** Any competent adult with a satisfactory photo identification who properly registers and complies with the Terms of Auction may bid. Agent may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem for Seller or Agent. Bidder must present a cashier's check in the amount specified under "Terms on Real Estate" to Agent 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 Agent with an executed, enforced, recorded and unexpired power of attorney which is subject to Agent's approval. The requirement for Bidder registration may be waived by acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.
9. **BUYER'S PREMIUM:** a ten-percent (10%) buyer's premium shall be in effect for the Auction and added to the amount of the highest bid to arrive at the total and final price for the Property ("Total Contract Price"). Example. If the Bidder/Buyer submits a top bid of \$100.00, the contract purchase price will be \$110.00, not \$100.00, and the contract purchase price shall be due in accordance with the terms stated herein.
10. Agent's discretion includes, but is not limited to, the auction method, bid-calling, bid increments and determining the buyer. The decision of Agent is final regarding all matters that arise before, during, or after the Auction. Sellers shall not bid. 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.
11. **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 Agent 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 Agent with acceptable, written evidence of the artificial person's good standing in its state of formation, plus written authority, in a form acceptable to Agent, agreeing to be bound by the Sale Contract. The Terms of the Auction are incorporated into the Sale Contract which defines the entire agreement between them, the Sale Contract shall control in all instances. Buyer shall execute the Sale Contract and no additions, deletion, or revision shall be permitted.
12. **DEPOSIT:** Buyer shall immediately pay Fowler Real Estate and Liquidation 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.

13. **ARBITRATION:** Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Agent, 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 the agreement of arbitrate, shall first be determined and resolved by arbitration prior to any court action being filed. Failure by any party to first submit to arbitration shall be grounds for dismissal from Circuit Court or Federal Court. Judgment on the arbitration award may be entered in any court having jurisdiction. The cost 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 cost 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 awarded 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.
14. **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. The exclusive jurisdiction and venue for any controversy or claim between the parties shall be in Pike County, Arkansas.
15. **MISCELLANEOUS:** The Terms of Auction shall be bind Bidders and their agents, assigns, attorneys, beneficiaries, directors, distributors, employees, executors, heirs, legatees, officers, representatives, shareholders and successors in interest. No deletion, modification, supplement, or waivers of any provisions of the Terms of Auction shall be made, except by Agent's written revision or announcement at the Auction
16. **EXCLUSION/DISCLAIMER OF WARRANTY:** Neither Seller nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website, in the Auction brochure or available at the Property and/or the Auction.

17. Upon registering as a Bidder and bidding during the Auction, each Bidder shall be deemed to represent, warrant and agree that with respect to each Property it bids upon (a) that such Bidder has examined, or has had the opportunity to examine, the Property and is familiar with the physical condition thereof and has conducted such investigation of the Property as the Bidder has considered appropriate, (b) neither Auctioneer nor Seller, nor any affiliate, agent, officer, employee or representative of either of them has made any verbal or written representations, warranties, promises or guarantees whatsoever to the Bidder, expressed or implied, and in particular, that no such representations, warranties, guarantees, or promises have been made with respect to the physical condition, operation, or any other matter or thing affecting or related to the Property and/or the offering or sale of the Property, (c) Bidder has not relied upon any representations, warranties, guarantees or promises or upon any statements made or any information provided concerning the Property, including but not limited to on-line at the Auction website, in the Auction brochure or the information provided or made available by Auctioneer, or by Seller, or their respective agents, employees or representatives, and (d) Bidder has determined to make its bid after having made and relied solely on its own independent investigation, inspection, analysis, appraisal and evaluation of the Property and the facts and circumstances related thereto. Upon registering as a Bidder and bidding during the Auction, each Bidder shall also be deemed to represent, warrant and agree that (x) any information provided or to be provided by or on behalf of the Sellers with respect to the Properties including, without limitation, all information contained online at the Auction website, in the Auction brochure and in the information being made available to Bidder by Sellers and Auctioneer, was obtained from a variety of sources and that Sellers and Auctioneer have not made any independent investigation or verification of such information, and make no representations as to the accuracy or completeness of such information, (y) without limiting the generality of the foregoing, neither Auctioneer nor Sellers shall be under any obligation to disclose to any Bidder, and shall have no liability for its failure to disclose to any Bidder, any information known to them relating to any Property except as may be required by law, and (z) Sellers and Auctioneer are not liable or bound in any manner by any oral or written statements, representations or information pertaining to the Properties, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person.

These terms and conditions/registration have been reviewed and approved for use in the State of Arkansas by Jonathan Huber, Attorney-at-Law. Ark. Bar. No. 2008-037.