

PRELIMINARY TERMS AND CONDITIONS OF SALE

Purchase Terms for

Luxury Hilltop Home on 120± Acres

Heber Springs, AR 72543

Thursday, October 20, 2022 at 11:00 am CT

- ❖ TARGET AUCTION & LAND CO., INC. (hereinafter referred to as “Auction Company”)
- ❖ HOLLY LANGSTER (hereinafter referred to as “Seller”)
- ❖ Luxury Hilltop Home on 120± Acres located 345 Bittle Rd, Heber Springs, Cleburne County, AR 72543 – Parcel ID# 001-05721-001 and 001-05721-000 (hereinafter referred to as “Property”)

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES.

A TWELVE PERCENT (12%) BUYER’S PREMIUM WILL BE ADDED TO THE BID PRICE TO DETERMINE THE TOTAL CONTRACT PRICE.

1. TERMS OF SALE

- A. The Property will be offered through an online auction selling subject to Seller’s confirmation of bid. The bidding opens October 10 and concludes October 20, 2022, at 11:00 am CT subject to auto-extend.
- B. Online bidding registration and receipt of the registration amount of \$10,000.00 is required for approval to bid. The \$10,000.00 must be issued and sent to Target Auction Company and will be held in its escrow account. It will be accepted in the form of either (1) a wire transfer, or (2) a cashier’s check. This will be applied toward the down payment. Should you not be the Purchaser, the funds will be promptly refunded.
- C. A twelve percent (12%) buyer’s premium will be added to the high bid price to determine the total contract price paid by the winning bidder (“Purchaser”).
- D. The terms of sale are a ten percent (10%) down payment based on the total contract price for the Property due no later than 4:00 pm CT on Friday, October 21, 2022, and the remaining balance due at closing on or before Monday, November 21, 2022. The down payment will be held in a non-interest-bearing escrow account by Pro Land Title. Wire instructions will be provided.
- E. The Contract for Sale & Purchase (“Sales Contract”) is CONTINGENCY-FREE and shall be executed on auction day immediately after being declared the winning bidder.
- F. This sale is not contingent upon the Purchaser’s ability to obtain financing.
- G. No credit cards will be accepted.
- H. If for any reason the Purchaser fails or refuses to execute the Sales Contract and/or deposit the required funds after being confirmed the Purchaser as outlined herein, the Seller will declare the Purchaser in default and reserves the right to declare the bidder’s rights forfeited and may resell the Property. Seller reserves the right to seek specific performance.
- I. No changes to the Sales Contract or the Terms and Conditions of Sale will be permitted. The fully executed Sales Contract (together with all related Exhibits thereto) shall control and constitute the entire agreement between Purchaser and Seller.
- J. By submitting a bid and/or executing the Sales Contract in the name of a business entity or corporation, the individual doing so has the authority and enters into a guaranty agreement whereby he/she personally guarantees payment of the bid amount.
- K. In the event of a conflict with the Sales Contract and the Terms and Conditions of Sale, the Terms and Conditions shall control the provision in conflict.
- L. All documents are in English. If an interpreter or translator is deemed necessary to translate any documents or information, it is the Purchaser’s sole responsibility.
- M. All currency will be in U.S. dollars.
- N. The Property is selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. It is the Purchaser’s sole responsibility to be satisfied with the Property and verify any information deemed important PRIOR to bidding. All information is believed to be correct. However, neither Auction Company nor Seller make any representations or warranty of any kind regarding the Property.
- O. Possession of Property will be at closing.
- P. Property will be conveyed by Warranty Deed free and clear of all liens and encumbrances subject to the terms and conditions relating to such liens and encumbrances contained in the Sales Contract and the Title Commitment (both are posted online for review).

Purchaser Initials _____

Seller Initials _____

2. PROPERTY DISCLOSURES

- A. Seller states 100% of the mineral rights are owned by the Seller. All mineral, gas, or oil rights will convey with the Property.
- B. Portion(s) of the Property may or may not be located in a flood zone.
- C. It is the Purchaser’s responsibility to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof.
- D. No guaranty or representation is made regarding any individual part of the Property’s ability to pass a perc test.
- E. The Seller intends to gift the following items to the Purchaser. However, the closing is not contingent upon the following items remaining or their condition:
 - 1. GE Profile Refrigerator
 - 2. Wall-mounted TVs in the living room, master, master bath, and patio
 - 3. Remaining pool supplies which include cover, vacuum, cleaners, and chemicals
 - 4. Generator
 - 5. Kitchenette: refrigerator, ice machine, sink, microwave, cabinetry
 - 6. Pool Supplies: cover, vacuum, cleaners, and chemicals
 - 7. Exercise Equipment: treadmill, stair stepper, elliptical, machine weights, free weights, punching bag and speed bag
 - 8. Professional slate billiard table
- F. Should the Purchaser choose to keep the two horses, Sonic and Pink, the following supplies will be gifted to the Purchaser. These items include: two saddles with blankets, a bareback saddle, brushes, shoe picks, fly spray, etc.
- G. Any existing window treatments and/or built-in appliances will be conveyed with the Property.
- H. Any fence lines may or may not represent boundary lines.
- I. The Property has been surveyed by Tyler Group on September 9, 2022 (posted online for review). Should Purchaser or Purchaser’s lender desire any additional survey work, it will be at Purchaser’s option and expense, and will not affect the closing. If an updated survey shows a greater or lesser amount of acreage, the Sales Contract price will not be adjusted.
- J. Zoning per County Tax Records: Parcel ID# 001-05721-001 (AI – Agri Improved) and 001-05721-000 (AM - Agri UMisc Imps)
- K. The existing propane tank is leased, and the Purchaser will assume the lease. All remaining propane will be conveyed with the Property.

3. UPDATES and CORRECTIONS

It is the sole responsibility of the Purchaser to check for any updates or corrections prior to the end time of the auction.

Any updates, revisions, additions, deletions, or corrections to these Terms and Conditions of Sale will be added here:

- A. *Intentionally left blank at this time.*

4. CLOSING

- A. **Closing must be completed on or before Monday, November 21, 2022. This is the closing deadline.** Closing will be completed by Pro Land Title located at 117 S 3rd St, Heber Springs, AR 72543, Contact: Tena Ramer at 501-362-7533 or tramer@prolandtitle.com. **It is the Purchaser’s responsibility to contact the closing agent and schedule closing.**
- B. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to Pro Land Title. Wire instructions will be provided.
- C. **Seller** will pay for the preparation of the deed, title exam/commitment, any municipality assessments, and ½ of Revenue Stamp Tax. Ad valorem taxes will be prorated to the closing date.
- D. **Purchaser** will pay all other closing cost, including but not limited to ½ of Revenue Stamp Tax, additional survey fees, recording fees, attorney’s fees, wiring fees, loan/financing fees, etc. if any. Ad valorem taxes will be prorated to the closing date. Title Insurance is available at the Purchaser’s option and expense through Pro Land Title.

5. WIRE TRANSFERS

A transaction fee will apply to all incoming and outgoing funds transferred via wire.

6. DEFAULT

- A. It is agreed by all parties that in the event the Purchaser fails to close and pay the balance when due, Seller and Auction Company reserve all rights allowed by law and the Sales Contract, including a suit for damages, specific performance or cancellation of the transaction, with the Seller to retain the down payment. In the event of any breach of the terms of this agreement by Purchaser, the Seller will declare the Purchaser in default and Purchaser agrees that the closing/escrow agent is expressly authorized and instructed to disburse the down payment without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after Purchaser’s default shall be solely at the Seller’s option with all costs incurred by Seller being paid by the Purchaser. If any legal action is required to enforce this agreement, or to collect any fees or costs earned or advanced pursuant thereto, the

Purchaser Initials _____

Seller Initials _____

Seller or Auction Company shall be entitled to recover any and all costs of such action, including, but not limited to, the expenses and court costs of the action and a reasonable attorney’s fee.

B. Closing/escrow agent shall disburse the Purchaser’s down payment to the Seller after the receipt of Seller’s written certification that the Purchaser’s Sales Contract has been terminated by reason of said Purchaser’s failure to cure a default in performance of Purchaser’s obligations herein. Closing/escrow agent may act in reliance upon any writing, instrument, or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Closing/escrow agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of closing/escrow agent shall be limited to the safekeeping of the down payment and the disbursement of same in accordance with the written instructions described above. Closing/escrow agent undertakes to perform only such duties as are expressly set forth hereto, and no implied duties or obligations shall be read into this agreement against closing/escrow agent.

7. AUCTION COMPANY AGENCY DISCLOSURE

The Auction Company is acting exclusively as the agent for the Seller in this transaction and is to be paid a fee by the Seller pursuant to a separate written agreement between Seller and the Auction Company. The Auction Company is not acting as an agent in this transaction for the Purchaser. Any third party buyer agent is not a subagent of the Auction Company.

8. EQUAL OPPORTUNITY CLAUSE

The Property is available to Purchaser(s) without regard to race, color, religion, sex, familial status, national origin, disability, sexual orientation or any other factor protected by federal, state or local law.

9. SIGNATURES and COUNTERPARTS

Electronic signatures and facsimiles shall serve as valid authority for this document and all documents pertaining thereto may be executed in counterparts, each of which is deemed an original and together constitute one document.

10. ACKNOWLEDGEMENT

Purchaser acknowledges that he/she has read and understands these Terms and Conditions of Sale.

By signing below, each Purchaser and Seller acknowledge that this ‘Exhibit A’ consists of three pages, has read and understands same; these terms are made a part of the CONTRACT FOR SALE AND PURCHASE.

Executed by Purchaser on October 20th, 2022

Executed by Seller on October 20th, 2022

PURCHASER:

SELLER: HOLLY LANGSTER

BY: NAME
ITS:

BY: HOLLY LANGSTER

BY: NAME
ITS:

Purchaser Initials _____

Seller Initials _____