



CONTRACT FOR SALE AND PURCHASE

216-A S 4th St, Gadsden, AL 35901 (800)476-3939

PROPERTY: A home located at 3 Dunedin Place, Bella Vista, AR, Benton County Parcel #: 16-40572-000 (hereinafter referred to as "Property").

SELLER: G. Ann Gray (hereinafter referred to as "Seller")

PURCHASER: _____ (hereinafter referred to as "Purchaser")

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

AUCTION COMPANY: Target Auction & Land Co., Inc., through its Arkansas broker, Paul Colvin, AR#PB00052920 (hereinafter referred to as "Auction Company")

Both the Seller and the Purchaser hereby agree that the Seller shall sell, and the Purchaser shall purchase the following Property upon the following terms and conditions within this Contract For Sale And Purchase (hereinafter referred to as "Sales Contract"):

PURCHASE PRICE

High Bid Price		\$0.00
Buyer's Premium (12% of High Bid Price)	+	\$0.00
Total Contract Price (High Bid Price + Buyer's Premium)		\$0.00
Deposit (10% of the Total Contract Price)	-	\$0.00
Balance Due at Closing (on or before Friday, December 12, 2025)		\$0.00

EXHIBITS - The following exhibit(s) will be attached to and made part of the Sales Contract:

- A. Legal Description: See attached (hereinafter referred to as "Exhibit A")

THE PROPERTY IS BEING SOLD AS IS, WHERE IS WITH ALL FAULTS.

THIS IS A CONTINGENCY-FREE SALES CONTRACT AND IT IS NOT SUBJECT TO THE PURCHASER OBTAINING FINANCING.

REAL ESTATE AGENCY DISCLOSURE

Listing Company: Target Auction & Land Co., Inc., through its Arkansas Broker, Paul Colvin. The Listing Company is an agent of the Seller.

Buyer Agent Company: _____ If no company/name is entered, no commission will be paid. The Buyer Agent/Broker is an agent of the Purchaser. Compensation will be paid at closing in the amount outlined in the Broker Compensation Form.

1. TERMS OF SALE

- The Property will be offered through an online auction selling subject to Seller's confirmation of bid. The Seller reserves the right to sell the Property in any manner they so desire. The bidding will close on Wednesday, November 12, 2025, at 11:00 am CT subject to auto-extend.
- Online bidder registration is required for approval to bid. No advance registration amount is required to bid.
- The Sales Contract shall be executed on auction day immediately after being declared the winning bidder.
- A twelve percent (12%) buyer's premium will be added to the high bid to determine the total contract price paid by the Purchaser.
- A ten percent (10%) deposit based on the total contract price for the Property is due no later than Thursday, November 13, 2025, at 4:00 pm CT, and the remaining balance is due at closing on or before Friday, December 12, 2025.
- If, for any reason, the winning bidder fails or refuses to execute the Sales Contract and/or deposit the required funds, the Seller will declare the winning bidder/purchaser in default and reserves the right to resell the Property or seek specific performance.
- No changes to the Sales Contract will be permitted. The fully executed Sales Contract (together with all related Exhibits there to) shall control and constitute the entire agreement between the Seller and Purchaser.
- By submitting a bid, the bidder acknowledges the bid is binding and cannot be withdrawn.

Purchaser Initials _____

Seller Initials _____

Page 1 of 5

- I. 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 they personally guarantee payment of the bid amount.
- J. 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.
- K. All currency will be in U.S. dollars. No credit cards will be accepted.
- L. All bidders shall verify any information deemed important PRIOR to bidding. All information is believed to be correct; however, neither the Auction Company nor Seller make any representations or warranty of any kind.
- M. The Property will be sold unfurnished. Only real estate will convey. No furnishings will convey with the Property.
- N. Built-in appliances and all window coverings except for the drapes in the primary bedroom will convey with the Property.
- O. The 3 heritage rose bushes in the front yard will not convey with the property.
- P. The Property, all systems, appliances, and any furnishings (if applicable) are selling AS IS, WHERE IS WITH ALL FAULTS AND WITH NO CONTINGENCIES. Prior to bidding, (1) it is the bidder's sole responsibility to be satisfied with the Property, all systems, appliances, and any furnishings (if applicable); and (2) It is the sole responsibility of the Purchaser at Purchaser's option and expense, to make whatever evaluations or inspections (i.e., physical, environmental, engineering), deemed necessary and to verify with any governing agency any requirements, guidelines, permits, or regulations pertaining to the Property and its use thereof.
- Q. The 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 (1) herein, (2) in the title commitment (posted online for review), and (3) any other documents of record. The Seller shall have up to sixty (60) days after the auction date to cure any defects in title, if any defects are discovered that are not addressed in the existing title commitment.
- R. The Purchaser shall take title subject to present zoning classification, prohibitions, covenants, restrictions, and matters of public record, public utility easements (as applicable).
- S. The Seller will convey all mineral, gas, or oil rights applicable to the Property owned by Seller, if any.

2. **POSSESSION**

Possession of the Property will occur at closing.

3. **PROPERTY DISCLOSURES**

- A. There is a One-Time Transfer Fee of \$225.00 paid by the Purchaser at closing.
- B. The Property Owners Association dues are presently \$40.00 per month.
- C. There will be a water deposit fee of \$75.00 paid by the Purchaser at closing.
- D. The heater for the pool and hot tub was removed by the prior owner.

4. **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, corrections, or deletions will be added here:

- A. The Seller owns the existing propane tank. The tank, along with any remaining gas, will convey with the Property.
- B. A 12-month home warranty through American Home Shield (Gold Plan) will be provided to the Purchaser at Seller's expense at closing.
- C. The existing dishwasher is in need of repair and the Seller will repair/replace as needed prior to closing.
- D. Update to correct advertising: Based on an appraisal dated 8/28/25 that Seller provided, the approximate heated and cooled square footage is 5,940± sq ft, which includes the downstairs utility room of 255± sq ft.

5. **CLOSING**

- A. **Closing must be completed on or before Friday, December 12, 2025. This is the closing deadline.**
- B. Closing Agent: Ed Young with Lenders Title Company (3761 N. Mall Ave, Fayetteville, AR 72703) is the closing and escrow agent; and will hold the deposit in a non-interest-bearing escrow account. Wire instructions will be provided. Contact: Ed Young, 479-444-3333, eyoung@lenderstitle.com. **It is the Purchaser's responsibility to contact the closing agent and schedule closing.**
- C. Closing Costs:
 - 1. **Seller** will pay for the title exam/commitment, preparation of the deed, and municipality assessments presently due (if applicable).
 - 2. **Purchaser** will pay all other closing costs, including but not limited to, any recording fees, attorney fees, wiring fees, loan/financing fees, survey fees, state tax/deed stamps, etc., (if applicable). A title insurance policy is available at the Purchaser's option and expense through Lenders Title Company.
- D. Prorations: Ad valorem taxes and any other similar items will be prorated to the closing date.

Purchaser Initials _____

Seller Initials _____

Page 2 of 5

- E. The proceeds due from the Purchaser at closing shall be by confirmed wire transfer prior to closing and sent to Lenders Title Company. Wire instructions will be provided.
- F. If closing is delayed by actions or lack of actions of the Purchaser after the closing date deadline or extended closing date deadline, the Purchaser will forfeit all of the deposit. The deposit will be retained by the Seller and Target Auction & Land Co., Inc., as liquidated damages. Any breach of the terms and conditions of this Sales Contract by the Purchaser, the closing/escrow agent is expressly authorized and instructed to disburse the deposit and any registration amount (if applicable) without the requirement of any further writing or agreement of the Seller and Purchaser. No fees will be charged, nor damages applicable for an extension when the closing is delayed by the Seller, Seller's closing/escrow agent, and/or Seller's surveyor.

6. WIRE TRANSFERS

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

7. DEFAULT

- A. It is agreed by the Seller and Purchaser 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 deposit. In the event of any breach of the terms of this agreement by the Purchaser, the Seller will declare the Purchaser in default and the Purchaser agrees that the escrow agent is expressly authorized and instructed to disburse the deposit without the requirement of any further approval or agreement from the Seller or Purchaser. Any action taken after the 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 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. Escrow agent shall disburse the Purchaser's deposit 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. 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. 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 escrow agent shall be limited to the safekeeping of the deposit and the disbursement of same in accordance with the written instructions described above. 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 escrow agent.

8. 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 represents the Purchaser and is not a subagent of the Auction Company or Seller.

9. EQUAL OPPORTUNITY CLAUSE

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

10. 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.

[SIGNATURES ON FOLLOWING PAGE]

By signing below, each Seller and Purchaser acknowledge they have read, understand, and agree to abide by all terms and conditions set forth in this Contract for Sale and Purchase.

SELLERS:

BY: G. ANN GRAY DATE

BY: DEWEY JACOBS
ITS: PRESIDENT

BY: PAUL COLVIN
ITS: ARKANSAS BROKER

**“Exhibit A”
Legal Description**

The land referred to in this CONTRACT FOR SALE AND PURCHASE is described as follows:

Lot 6, Block 7, Dunedin Subdivision, Bella Vista Village, Benton County, Arkansas, as shown in Plat Record 27 at Page 194.

Wire instructions for the winning bidder will be located here!