

Another "Montgomery / Whiteley"

*** Real Estate ***

ABSOLUTE AUCTION

332 Dairy Hollow Rd.

Eureka Springs, Arkansas

Monday Sept. 2nd 2013 At 10:00 A.M.

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



Montgomery Whiteley Realty

Berryville Arkansas

RONNIE WHITELEY

870 423-7965

Principal Broker / Auctioneer AALB # 811

ronnie@mwrrealty.com

Another Montgomery / Whiteley

**** REAL ESTATE ****

**** ABSOLUTE AUCTION ****

Eureka Springs Arkansas

Auction Monday Sept. 2nd 2013 At 10:00 A.M.

332 Dairy Hollow Rd. Eureka Springs AR. 72632



A Nice 1061 SF Home on 2, 50 X100ft city lots. , This is a great house with lots of unique qualities, Built in 1889 and has been taken care of all its life. You could own a piece of Eureka Springs history, It has a 2 car detached garage and a small work shop and another storage building. Lots of trees, rock work and fencing around the yard. Sellers have owned this property since 1953 To view more pictures go to our web site at lmontgomeryauctions.com

Location of Auction: On the premises

TERMS: 10% down day of sale with the balance to be paid in certified funds at closing.

3% Buyer's Premium to be added to bid price of the Real Estate only.

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

Personal Property to follow the Real Estate

For a list of the personal property go to our web site.

Ronnie Whiteley 870 423-7965



Montgomery Whiteley Realty

Berryville, Arkansas

AALB #811 ronnie@mwrrealty.com

View all our auctions on the web at www.lmontgomeryauction.com

General Information Page

Built in 1889

Seller have owned this property since 1953

2 50ft X 100ft lots with fenced yard, large trees and landscaping

1061 SF home with 2 Bedroom 1 Bath

2 Car Detached Garage, Workshop & Storage Building

Hardwood floors in 3 rooms under the carpet

On a paved road

Gas Heat

New Shingles in 2006

Ceiling fans

Formal Dining

Flower Beds

Range, Dishwasher and Washer & Dryer



Ronnie Whiteley
Days Left: 288
Points Available: 38

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Return to results page

Parcel: 925-00635-000
As of: 6/28/2013

ID: 23193

Carroll County Residential Report

Viewing All Results

Rec. 13 of 16

Options:

- Print Friendly Version
- DataScout Map Viewer
- Google Map
- Comparable Properties

My Lists

MyList Change(s)

Property Owner
Name: BIRCHFIELD DOROTHY TST
Mailing Address: 332 DAIRY HOLLOW RD
EUREKA SPRINGS, AR 72632
Type: (RI) Res. Improv.
Tax Dist: (21E) EUREKA SPRINGS CITY
Size (in Acres):
Extended Legal: LOTS 7,8

Property Information
Physical Address: 332 DAIRY HOLLOW RD
Subdivision: CLAYTON SURVEY
Block/Lot: 63 / 7 & 8
S-T-R: 10 - 20 - 26

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	\$15,000	\$3,000	\$1,600
Building	\$80,800	\$16,160	\$5,880
Total	\$95,800	\$19,160	\$7,480

Estimated Taxes: \$28
Homestead Credit: \$350

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	1.000	House Lot
Total:	1.000	

Deed Transfers:

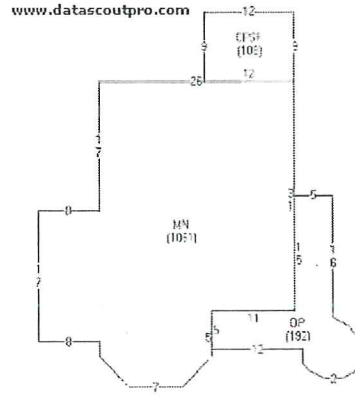
View Image	Related Parcels	Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
		8/26/2002	159	485	Warr. Deed	0.00	\$0	BIRCHFIELD TO BIRCHFIELD TST		
		4/2/1998	148	477	Quit Claim	0.00	\$0	BIRCHFIELD TO BIRCHFIELD		
		4/20/1995	140	614	Warr. Deed	0.00	\$0	BIRCHFIELD TO BIRCHFIELD		

Details for Residential Card1

Occupancy	Story	Construction	Total Liv	Grade	Age	Year Built	Condition
Single Family	ONE	Frame Siding Std.	1,061	4+10		1889	Average

Exterior Wall: WOODSIDING
Foundation: Closed Piers
Floor Struct: WoodSubF
Floor Cover: Carpet & Tile
Insulation: N/ACeilings
Roof Cover: Asphalt Shingle
Roof Type: HipGable

Plumbing: Full: 1
Fireplace: Qty: 0
Heat/Cool: None
Basement: N/A
Basement Area: N/A
Year Remodeled: 1970
Style: N/A



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	1061
B	OP	Porch, open	192
C	CPSF	Carport storage, frame	108

Outbuildings and Yard Improvements:

Item	Type	Size / Dim	Unit Multi.	Quality	Age
Patio, masonry (brick, stone)					
Utility Bldg, Low, Std Class		10x12			
OB.MT					
Outbuilding, block		10x16			
Outbuilding, frame		11x22			
Carport, Dirt Floor		14x22			
Wall, masonry (brick or stone)					

Map:



[Go to: Interactive Map Viewer](#)

159-485

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Dorothy Dean Birchfield, hereinafter called GRANTOR, whether one or more, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the Dorothy D. Birchfield Revocable Trust dated August 22, 2002, Dorothy D. Birchfield, Trustee the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey, unto the Dorothy D. Birchfield Trust dated August 22, 2002, Dorothy D. Birchfield, Trustee, hereinafter called GRANTEE, whether one or more, and unto GRANTEE'S heirs, successors and assigns forever, the following lands lying in the Western District of Carroll County, Arkansas, to-wit:

FILED FOR RECORD
This 22th day of August, 2002
at 1:49 P.M. Deed Bk 159 Pg 485
RAMONA WILSON
Circuit Clerk and Recorder
By: Joe Ellen Cole, D.C.
Seal

Lots 7 and 8, Block 63, as platted and surveyed by the Eureka Improvement Company also known as Clayton Survey in City of Eureka Springs, Arkansas.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto Grantee's heirs, successors and assigns forever, with all appurtenances thereunto belonging.

GRANTOR hereby covenants with the said GRANTEE that Grantor will forever warrant and defend the title to the said lands against all lawful claims whatsoever.

UNDERSIGNED hereby further conveys all rights of dower, curtesy, and homestead undersigned may have in and to said lands for and in consideration of the said sum of money.

WITNESS my hand on this 22nd day of AUGUST, 2002.

Dorothy D. Birchfield
Dorothy Dean Birchfield, GRANTOR

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF CARROLL)SS

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, within and for the State and County aforesaid, duly commissioned and acting, Dorothy Dean Birchfield, to me well known as the Grantor in the foregoing Deed, and stated that the same had been executed for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 22nd day of August, 2002.

My Commission Expires:

WADE A. WILLIAMS Notary Public
Carroll County State Of Arkansas
My Commission Expires Nov. 1, 2002

Wade A. Williams
Notary Public

Prepared by: Wade A. Williams
Attorney at Law
P.O. Box 3039
Holiday Island, AR 72631

I certify under penalty of false swearing that at Least the legally correct amount of documentary stamps have placed on this document.

Dorothy D. BIRCHFIELD TRUST
Grantee Agent
332 DAIRY Hollow Rd., Eureka Springs, AR
Grantee Address 72632

REAL ESTATE AUCTION

TERMS AND CONDITIONS

Seller: Birchfield Family Trust

Sept. 2nd, 2013 at 10:00 A.M.

1. Agents are agents for the sellers only.
2. Personal property included in this transaction is the range, and dishwasher.
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 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 to be by Integrity Closing of Berryville AR. Closing agent's fee is to be divided 50/50 between buyer and seller. Closing date is designated to be August 1st 2013. However, any unforeseen delays, such as clearing title, etc, will not void the contract entered into today.
7. 10% of the purchase price is to be paid to Montgomery Whiteley Realty Escrow Account today. The balance of purchase price is to be paid in certified funds at closing. A 3% buyer's premium will be added to the bid price to determine full purchase price.
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 Environmental conditions, Lead Based Paint, Boundaries, Acreage, 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. Be prepared to 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 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!!!!

Ronnie Whiteley, Agent/Auctioneer for the sellers

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

Montgomery Whiteley Realty

(Public Auction)



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 and/or Address:

Lots 7 and 8 of block 63, as platted and surveyed by the city of Eureka Springs Improvement Company also known as Clayton Survey in City Eureka Springs, Arkansas. Recorded in the Office of the Circuit Clerk and Ex-officio Recorder in and for the Western District, Carroll County, Arkansas

332 Dairy Hollow Rd. Eureka Springs AR. 72632 Carroll County Arkansas

3. Purchase Price: Buyer will pay for the Real Estate, in certified funds at closing, the total of \$ _____. This contract is NOT subject to buyer obtaining financing.

4. Earnest Money: Buyer tenders herewith check # _____ cash ____ in the amount of 10 % of the purchase price, which shall be held in Montgomery Whiteley Realty Escrow Account 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 an owners policy of 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: Seller will provide no new survey.

9. Deed Stamps: Cost of deed stamps is to be divided 50/50 between buyer and seller.

10. Possession: Possession is to be 14 days after closing.

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/Auctioneer'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 contact.

The above Real Estate Contract is executed by Buyer on Sept 2nd, 2013 @ _____(pm).

Montgomery Whiteley Realty

Buyer

Date

Selling Agent/ Supervising Broker

Buyer

Date

The above Real Estate Contract is executed by Seller on July _____, 2013 @ _____.

Montgomery Whiteley Realty

Seller

Date

Listing Agent/ Supervising Broker

Seller

Date

11. Closing: Closing is to be done by Integrity Closing of Berryville AR. Closing agent's fee is to be divided 50/50 between buyer and seller. Closing date is designated to be Sept 23rd, 2013. 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 seller property disclosure is being provided.

17. Termite Certificate: There will be NO Termite Certificate provided by seller.

18. Governing Law: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

19. 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 at time of auction by Agent/Auctioneer are hereby incorporated into and made a part of this contract.

20. Assignment: This Real Estate Contract may not be assigned without the written consent of the Seller.

21. Expiration: This Real Estate Contract shall expire if not accepted by the Seller on or before Sept 02, 2013 at 5:00 p.m.