

Property Information Packet



BANKRUPTCY AUCTION Court Ordered

10:00 AM CDT, Friday,
August 14th

THIS PROPERTY IS BEING SOLD BY ORDER OF THE U.S. BANKRUPTCY
COURT SOUTHERN DISTRICT OF TEXAS CASE NO. 15-20046-RLJ12
JERRY ARTHO/DBA ARTHO CATTLE

2,149.35[±] Acres
PRIME AMARILLO, TEXAS LAND
8 Properties, Divided into 24 Parcels

Auction Location: Wyndham Garden Amarillo, 3100 I-40 W., Amarillo, TX

Featured Property - Goose Lake

335.76[±] Acres

*Hunting &
Cattle Ranch*

- Windmill • Corral • Storage tanks
- Completely fenced
- Wildlife water overflow
- Fenced ready for cattle and hunting dove, quail, occasionally pheasant and deer, duck, geese, and crane
- Plentiful with water availability
- Wild feral hogs and coyotes year round
- Sells in its entirety
- No minerals.

Directions: Claude Texas, Highway 287 & FM 207. 4 miles South on FM 207. 2 miles West on Juliet. 1/4 mile South on County Road 13.

AUGUST 15th

Equipment & Cattle Auction Sale Site:

Bushland Texas, I-40 and Bushland Road. From the I-40 overpass.
4 miles South on Bushland Road. 2 miles West on Farmers Ave.
1 mile North on Sampson. 1 mile East on turn row.



M.E. Higgenbotham, James Lee Owen Jr.,
TX Broker Lic 0395965, Auction Lic 13296

REAL ESTATE TERMS: \$10,000 check made payable to the Mullin, Hoard & Brown, LLP IOLTA Account required to bid. Balance to equal a 10% deposit due immediately following the auction.
10% Buyer's Premium. Closing in 45 days, not before 9/30/15.

www.Higgenbotham.com • 800-257-4161
auction@higgenbotham.com

Important Notice to all Bidders: All the information contained in this mail piece was obtained from sources believed to be correct, but is not guaranteed. Buyers shall rely on their own information, judgement, and inspection of the property and records. All announcements from the Auction Block take precedence over any printed or advertised material. This property will be sold subject to any applicable Federal, State, and/or Local Government Regulations. Property sold AS IS/WHERE IS. All acreages, measurements & other figures described in this brochure are approximate and therefore not necessarily to scale. Not responsible for accidents or injuries. Property subject to sale prior to auction. 15081415

PROPERTY INFORMATION

Property known as:	Goose Lake
Type Property:	Cattle and Hunting
General location:	Claude TX
Driving directions:	Claude Texas, Highway 287 & FM 207. 4 miles South on FM 207. 2 miles West on Juliet. 1/4 mile South on County Road 13.
County:	Armstrong
Tax ID:	01881-00400-27200-002280 Parcel ID 3869 01350-00400-27200- 002270 Parcel ID 3867 01351-00400-27200-002280 Parcel ID 3868
Taxes:	2014 \$373.54
School District:	Claude
Acreage:	335.76+/- acres
Legal:	consisting of 335 acres out of Block B-4, Survey 272
Method of offering:	Property to be offered in entirety only
Parcels (Tracts)	N/A
Notes on (Tracts)	N/A
Water:	Irrigation well, 280 feet deep.
Improvements:	Windmill, in a 16 inch casing of an irrigation well, 280 feet deep. Water storage tank 23,000 gallons, with gauge. Water storage tank 13,000 gallons. Can be converted to storage for goose hunting equipment, Stock tank 12 feet wide, with wildlife water overflow. Metal corral. Fences have been upgraded & improved. Cattle Rack, with storm hay, cattle oiler, liquid feed and mineral bunks
Items located on this property that will be sold during the equipment auction on Sat August 15, 2015 These items do not belong to nor will they go with the real estate.	None
Mineral Reservations:	All mineral rights reserved
Following will transfer with real estate:	All wind, solar and water rights convey
Surveys:	The plats included in this handout and as provided individually to interested parties are for informational purposes only, they are not surveys nor intended to represent same. These illustrate how the property will be offered. If the property sells in parcels or a combination of a new survey will be required and cost will be a buyer's cost. Properties that sell in their entirety will not require new surveys, if a buyer wants a survey that is their

	right to order but it must be completed by time of closing.
Environmental issues:	None known
Fences:	All have been improved
Property Income:	N/A
Other:	GREAT HUNTING PROPERTY! Geese, duck, dove, coyotes, and sometimes wild hogs, deer, and rarely cougar. Easy access to property from Highway 287 at Claude and FM 207
Terms of Auction:	10% deposit day of auction (10% of the contract price which is high bid +10% buyer's premium) balance due at closing within 45-days. No-contingency contract will be signed at auction by successful bidders immediately following auction. IMPORTANT: TO REGISTER AT THE AUCTION YOU WILL MAKE A CHECK PAYABLE TO MULLIN, HOARD & BROWN LLP IOLTA ACCOUNT, IN THE AMOUNT OF \$10,000, IF YOU ARE A SUCCESSFUL BIDDER THAT WILL MAKE UP PART OF YOUR REQUIRED DEPOSIT, IF YOU ARE NOT A SUCCESSFUL BIDDER YOUR CHECK WILL BE RETURNED IMMEDIATELY FOLLOWING CONCLUSION OF AUCTION.
Possession:	Possession at time of closing and funding but not before September 30, 2015
Closing Attorney:	Don D. Sunderland Mullin Hoard & Brown, LLP PO Box 31656, Amarillo TX 79120-1656 500 South Taylor, Amarillo TX 79101 806-337-1117 or 806-372-5050 Dsunderl@mhba.com
Title Company & Title Insurance:	Circle A Title Company, Amarillo 806-349-9784 If a purchaser desires a title policy it will be at purchaser's expense. However you are purchasing the assets under Bankruptcy Code Section 363 "free and clear of all liens, claims and encumbrances" on the asset. Section 363(b) of the Bankruptcy Code (11 U.S.C. § 363) provides a procedure for a debtor to obtain this approval on a motion and a hearing. Section 363 sales are generally used to sell smaller assets, but they can also include all or substantially all of a debtor's assets if certain additional legal requirements are satisfied. They are usually conducted by

	public auction under the supervision of the bankruptcy court. A main advantage of a section 363 sale is the ability to obtain assets free and clear of liens and most liabilities attached to the assets
Deed:	Special Warranty Deed

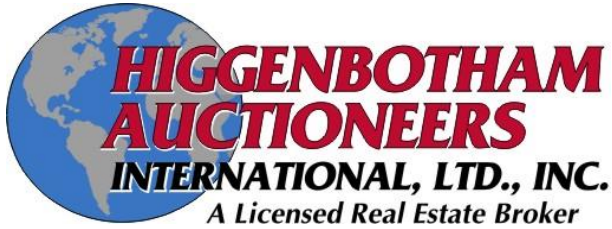
IMPORTANT NOTICE

Thank you very much for your interest in this auction. This is a bankruptcy auction; all real estate to be sold at auction on August 14, 2015 and all equipment sold on August 15, 2015 are under order of: THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS CASE NO. 15-20046-RLJ12 JERRY ARTHO/ DBA ARTHO CATTLE.

Information Disclaimer

The data provided in this due diligence packet was compiled from a number of sources, including the public records, as a courtesy to the potential bidder. It is NOT intended to include all of the documentation affecting the subject property, but merely a partial collection of some of the frequently requested documentation. A potential bidder should not rely upon the information provided as his sole source of due diligence material. It is each bidder's sole responsibility to accomplish his due diligence in whatever manner he deems advisable. Although all information is derived from sources believed to be correct, neither the broker nor the seller make any warranty or representation as to the validity or accuracy of any information provided.

Seller Mr. Jerry Artho is a licensed real estate broker in the state of Texas.



www.Higgenbotham.com

JIM OWEN, AARE

Broker & Auctioneer

Manager Western U.S.

PO Box 340, Gunter TX 75058

214-384-1320 Direct Line

903-207-4300 Fax

Jim@Higgenbotham.com

RE: REAL ESTATE TO BE SOLD AT AUCTION AUGUST 14, 2015 BY ORDER OF THE U. S. BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS CASE NO. 15-20046-RLJ12 JERRY ARTHO/DBA ARTHO CATTLE.

The real estate will be sold in the following order and divisions

Property	Total Acreage	Selling	Tracts
Goose Lake	335.76-acres	In total	
Double A	116-acres	4 tracts	Tract DA-1, 29+/- acres with home and barns
			Tract DA-2, 29+/- acres
			Tract DA-3, 29+/- acres
			Tract DA-4, 29+/- Acres
Apache Point	572.25-acres	4 tracts	Tract AP-1, 437.25 +/- acres
			Tract AP-2, 45 +/- acres
			Tract AP-3, 45+/- Acres
			Tract AP-3, 45+/- acres
Artho ¼	141.75-acres	In Total	
West Line 1/2	314 – acres	2 parcels	Tract WL-1, 157+/- acres
			Tract WL-2, 157+/- acres
Star West	356-acres	7 parcels	Tract SW-1, 15.53+/-acres
			Tract SW-2, 15.53 +/-Acres
			Tract SW-3, 44+/- Acres
			Tract SW-4, 45.46+/- Acres

Jim Owen Auctioneer



			Tract SW-5, 45.46+/- Acres
			Tract SW-6, 45.46+/- Acres
			Tract SW-7, 136.38+/- Acres south end with pond
Lone Star	313.59-acres	3 parcels	Tract LS-1, 100+/- acres
			Tract LS-2, 199.59+/- Acres
			Tract LS-3, 14+/- acres (title getting cleaned up)
Home tract 19310 McPherson, Bushland	Home and 4 lots	2 parcels	Tract SH-1, home and extra lot being lots 8 & 9
			Tract SH-2, 2 lots being lots 6 & 7

Jim Owen Auctioneer



How an Auction Works

THIS IS MY FIRST AUCTION AND I'M NOT SURE HOW TO BID

Step 1: Register to bid by filling out a bidder card at the registration table. By registering to bid, the buyer acknowledges that they have reviewed and understood the information in the property information packet and the Contract for Purchase and Sale agreement. The bidder also acknowledges that immediately following the auction, they are prepared to execute the Contract for Purchase and Sale agreement and pay the appropriate deposit at that time in a form that has previously been deemed acceptable to the Auction Company.

Step 2: Determine how much you are willing to pay for a piece of property. Since your needs and desires are unique, your evaluation of the property will be different from anyone else's.

Step 3: As the auctioneer progresses in his call for bids, simply raise your hand when you want to bid. If you're not sure if you're in or out, raise your hand again and the auctioneer will keep you in. He will not let you bid against yourself. The auction will be conducted under the total control of the auctioneer.

Step 4: If you have any questions, motion for one of Higgenbotham's Auction Team members. These ringmen are here to help you understand the process completely.

WHAT DOES THE TERM "RESERVE" MEAN?

Under a reserve auction the auctioneer will submit the highest and best bid to the seller. The seller has the right to accept or reject that bid. If the property is not labeled as absolute, it will be sold on a reserve basis.

DO I NEED TO PRE-QUALIFY?

No, We normally do not require any pre-qualification to bid; however if you intend to obtain bank financing, the bank will require you to qualify for their loan. The deposit you make on auction day is not contingent upon financing. Phone bidding is available to buyers who have properly registered with our company.

WHAT IS A BUYER'S PREMIUM?

A buyer's premium is a percentage that is added to the bid price to determine the total purchase price. In this auction there will be a 10% buyer's premium added to the successful bid amount to create the total purchase price. The Earnest Money (pursuant to the Contract for Purchase and Sale), will be non-refundable (except as otherwise provided in the Contract for Purchase and Sale) and due on the date of auction in the form of a personal or business check, unless otherwise noted. The balance of the contract purchase price will be due at closing.

WHAT IF I AM A BROKER?

We offer a Broker Participation Fee to any licensed Real Estate Broker who properly registers a client. The registration form must be completed at least 48 hours prior to the scheduled auction by calling 800-257-4161 to request a Broker Participation Form.

The most important thing to do at an auction is relax and have fun! If you have a question, ask it. We strive to insure that all our customers are fully informed and educated. And remember,

You're only going to pay one bid more than someone else was willing to pay!



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TEXAS LAND AUCTION!

10AM • Friday, August 14

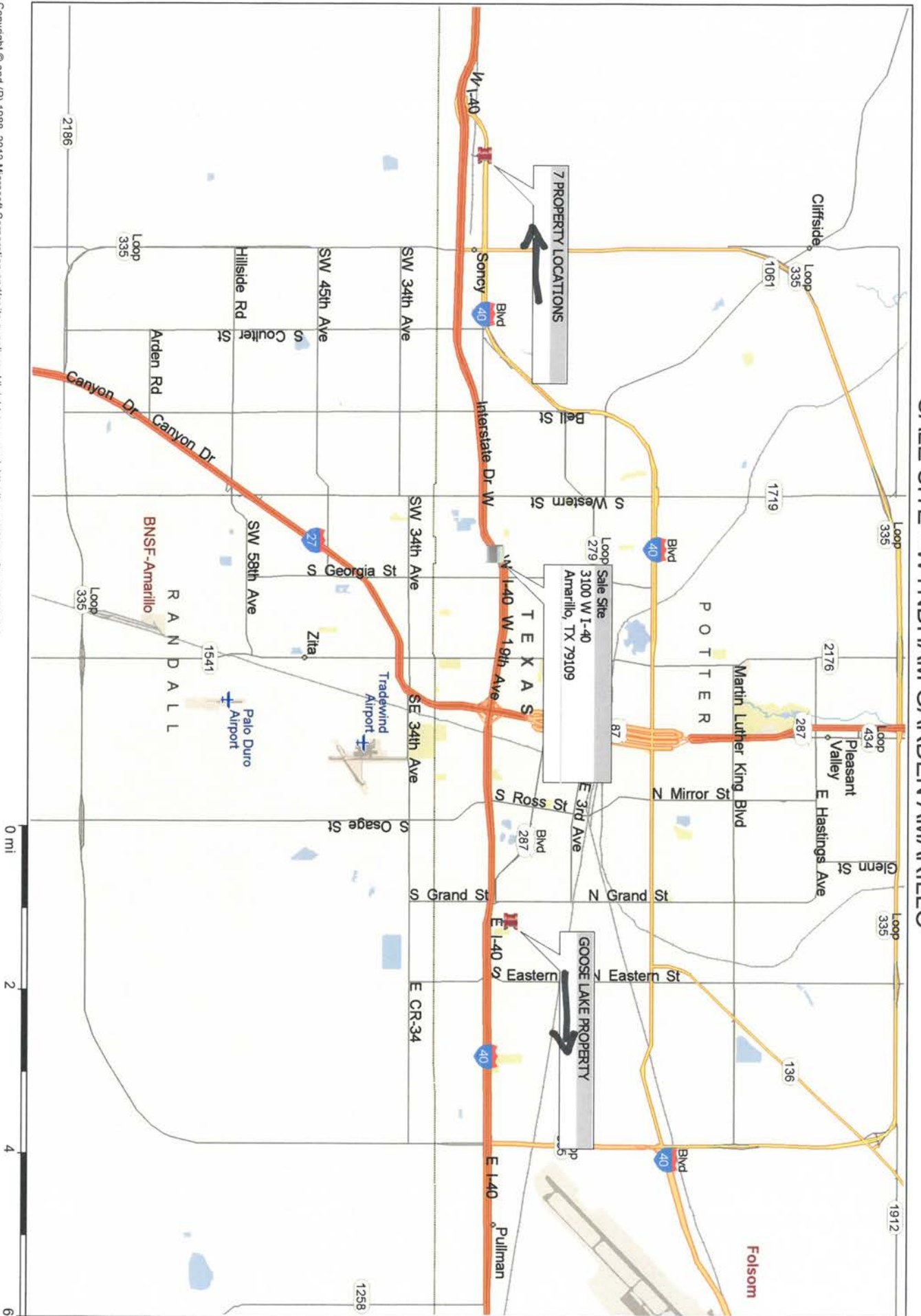
Sale Site:

Wyndham Garden Amarillo
3100 I-40 W.
Amarillo, Texas

Section 1

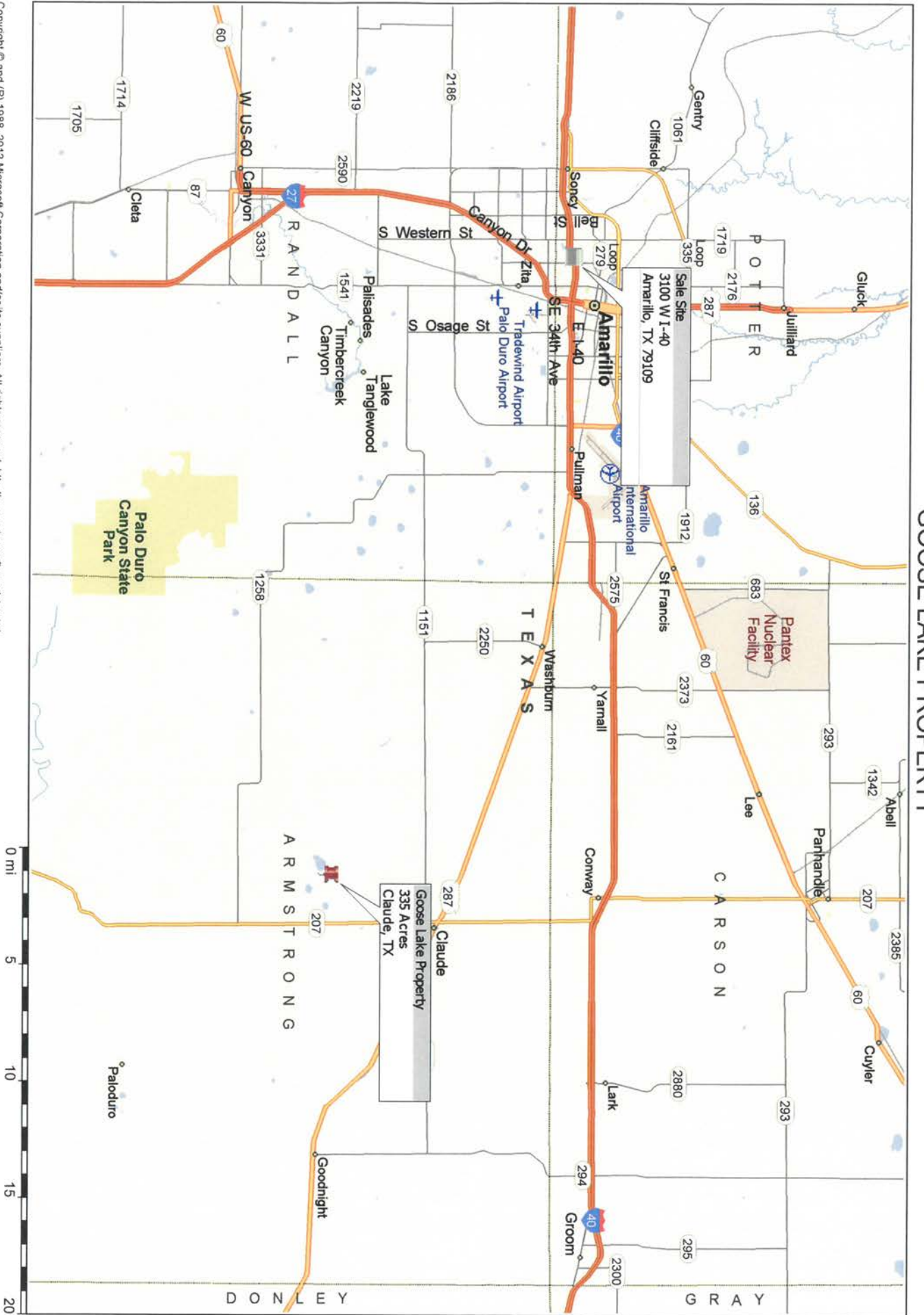
Maps & Lot Layouts

SALE SITE - WYNDHAM GARDEN AMARILLO



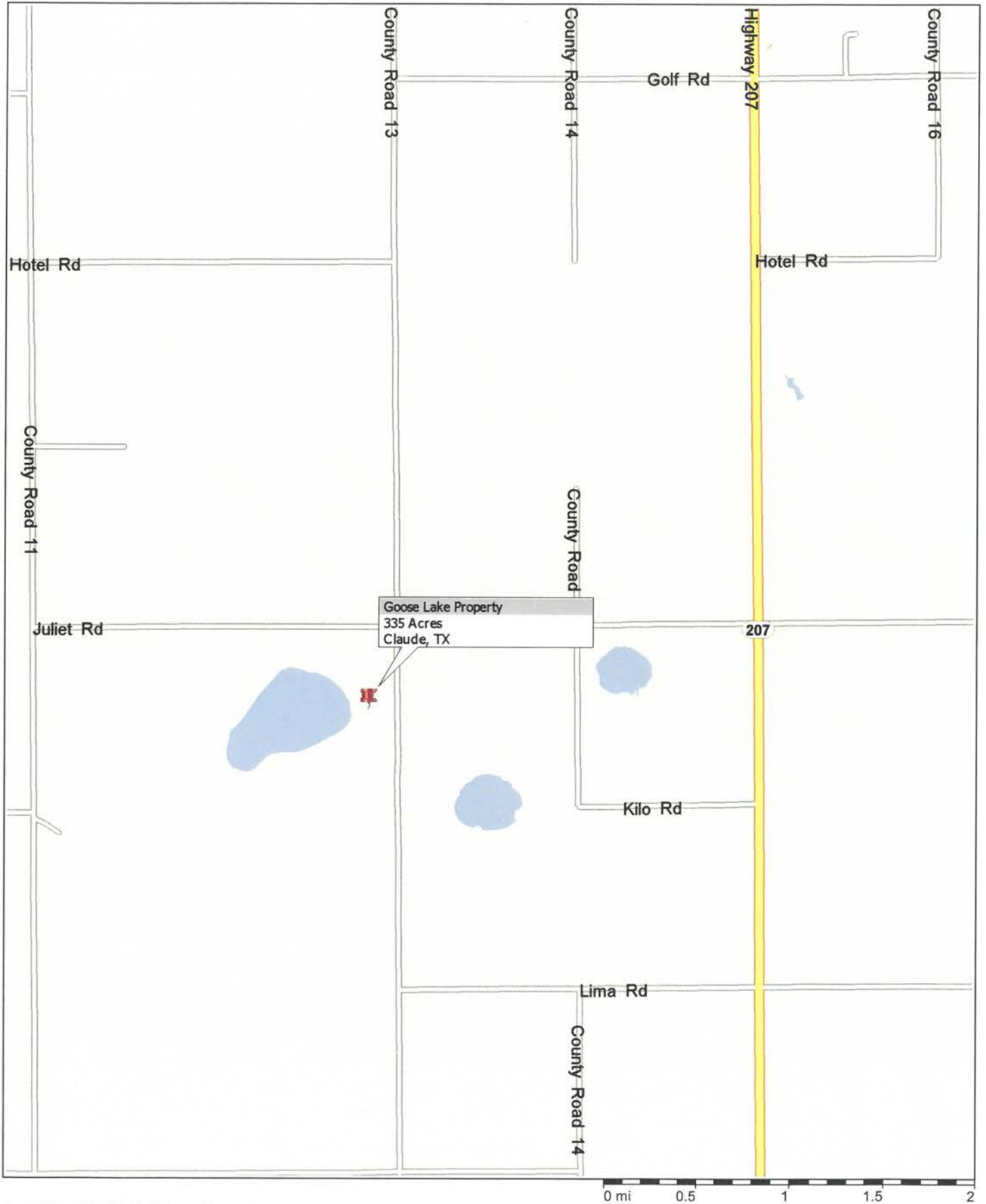
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GOOSE LAKE PROPERTY



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GOOSE LAKE PROPERTY





TEXAS LAND AUCTION!

10AM • Friday, August 14

Sale Site:

Wyndham Garden Amarillo
3100 I-40 W.
Amarillo, Texas

Section 2

Purchase & Sale Agreement

3) **Conveyance:** Seller agrees to convey title to the aforesaid Property to the Buyer by Special Warranty Deed, free and clear of all encumbrances or liens except easements, restrictions, reservations of record and any applicable Governmental Rules, laws or regulations.

4) **Recording Costs:** All required recording fees shall be paid by the Buyer. The Buyer shall properly execute any required notes and mortgages and pay the recording costs, document preparation and any other costs commonly associated with a mortgage or deed of trust. Unless otherwise specified herein, the form of the mortgage or deed of trust will be in a form typically used by lenders in the area for this type of property.

5) **Acceptance:** This Sale Contract is an "offer" by Buyer and shall become effective as a "contract" between Buyer and Seller when signed by the Seller or by Agent on behalf of Seller and by Buyer, and Seller. If this Sale Contract is not signed by all parties on or before 1 hour following the conclusion of the auction, any monies deposited shall be refunded and this instrument shall be void. However, this offer shall remain binding upon the Buyer through the date stated in this paragraph 5. A legible facsimile copy or scanned email of this contract and any signatures hereon shall be considered for all purposes as an original.

6) **Binding Contract:** This Sale Contract is intended as a legally binding contract and the parties shall be bound by all terms stated herein and on the reverse side hereof and addendum (attached hereto) (none attached). If not understood, seek competent advice prior to signing.

7) **Special Agreement(s):** Possession of the subject Property shall be upon the closing of this Sale Contract unless otherwise agreed to in writing between buyer and Seller, as follows:

8) **Proration; Credits:** Taxes, assessments, rent, interest, insurance and other expenses and revenue of Property shall be prorated through day before closing. Cash at closing shall be increased or decreased as may be required by any proration. Advance rent and security deposits will be credited to Buyer and escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax with due allowance made for maximum allowable discount, homestead and other exemptions. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If current year's assessment is not available, then taxes will be prorated on the prior year's tax. If there are completed improvements on the Property by January 1st of year of closing, which improvements were not in existence on January 1st of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser (aka Tax Assessor) for an informal assessment taking into consideration available exemptions. Any tax proration based on an estimate shall, at request of either Buyer or Seller, be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is in the closing statement. However, should there be any roll-back taxes assessed as a result of the sale, it is understood Buyer shall be responsible for the payment of such taxes.

9) **Full Agreement:** No agreements unless incorporated in this Sale Contract shall be binding upon the Agent, Buyer, or Seller.

10) **Inspection:** Upon the signing of this Sale Contract, Buyer states and represents that Buyer has personally inspected the Property, or it has been inspected by Buyer's personal representative with Power of Attorney to act in their behalf. The Buyer specifically warrants that they have performed all necessary due diligence in the inspection of the Property including, if desired, wood destroying organisms, environmental assessments, governmental regulation inquiry and/or the condition of any improvements as this shall be deemed the sole responsibility of the Buyer. Buyer affirms that Buyer has not relied upon any statement or representation by any broker or by Seller as any inducement to purchase the Property.

11) **Assignment:** This contract may be assigned (subject to any requirements of the plan of reorganization confirmed in the Artho Bankruptcy Case and the Credit Bidding Agreement), however, the original contracting party shall remain liable for any and all obligations herein through the closing of this transaction.

12) **Default:** If Buyer fails to perform this Sale Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be retained by or for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Sale Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Sale Contract, or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Sale Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Sale Contract, the Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

13) **Commission:** The Seller agrees to pay Agent the amounts stated in seller/broker employment agreement at the time of closing this transaction, unless amended herein. If the Buyer fails to perform this Sale Contract within the time herein specified, time being of the essence of this agreement, the Earnest Money Deposit made by the Buyer shall be forfeited, and the amount of such deposit shall be divided equally between the Agent and the Seller provided, however, that the amount received or retained by the Agent shall not exceed the full amount of said commission, any excess to be paid the Seller. If the transaction shall not be closed because of refusal of the Seller to perform, then the Seller shall pay the commission to the Agent on demand. Failure or refusal of any wife or husband of Seller or Buyer to execute any deed or other instrument required hereunder shall be deemed default on the part of such Seller or Buyer.

14) **Plain Meaning:** The Words "Agent", "Buyer", and "Seller", herein employed shall include their heirs, administrators, executors and successors, and said words, and any pronouns relative thereto, shall include the masculine, feminine and neuter gender, and the singular and plural number, wherever the context so admits or requires.

15) **Risk of Loss:** If the improvements are damaged by fire or other casualty before the closing hereunder and can be restored to substantially the same condition as now within a period of ninety (90) days thereafter, the Seller shall so restore the improvements and the closing date hereinabove set shall be extended accordingly, but if such restoration cannot be completed within that time, this Sale Contract shall be declared canceled.

16) **Litigation:** In any litigation brought to enforce any of the terms of this Sale Contract, the successful party shall be entitled to recover, in addition to other damages, his attorney's fees and court costs incurred in said litigation.

17) **Auctioneer Remarks:** The parties hereto acknowledge that sale and purchase of the Property pursuant to this Sale Contract is being made at public auction and the parties are thereby bound by all terms and conditions in the auctioneer's opening remarks.

18) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings. Additional information regarding radon and radon testing may be obtained from your county public health unit.

19) **"AS IS" Clause:** The undersigned Buyer does hereby acknowledge that the subject Property is purchased at public auction, and that a prerequisite to bidding is that all property, whether real or personal, is purchased absolutely "AS IS" with no warranty whatsoever as to the condition of the same.

20) **IRC§1031 Exchange:** The parties hereto agree to fully cooperate with the other to facilitate a like-kind exchange pursuant to the provisions of Section 1031 of the Internal Revenue Code.

21) **No Financing Contingency:** The Buyer understands and acknowledges that this Sale Contract **IS NOT** contingent upon the Buyer obtaining financing.

22) **Subject to Bankruptcy:** The parties hereto each understand, acknowledge, and agree that all terms hereof are subject to the confirmed plan of reorganization and other orders entered in the Artho Bankruptcy Case and further that if anything herein is inconsistent or contrary to the terms of such plan or other orders then the terms of the plan or other orders will control.

By affixing your signatures below, the parties agree to each of the provisions contained herein and that Higgenbotham Auctioneers International, Ltd., is acting as agent for the Seller.

Accepted this _____ day of _____, 2015.

Buyer(s):

Printed Name: _____

Printed Name: _____

Seller(s):

Printed Name: _____

Printed Name: _____

**HIGGENBOTHAM AUCTIONEERS
INTERNATIONAL, LTD., INC., A licensed
Real Estate Broker (Agent for the Seller)**

By:

Printed Name: _____
Title: _____