

## NOTICE OF COMMISSIONER'S SALE

NOTICE IS HEREBY GIVEN, That in pursuance of the authority and directions contained in the decretal order of the Circuit Court of Pulaski County, Arkansas, entered on March 10, 2022, in a certain cause no. 60CV-21-6808, pending therein between *First Security Bank, Plaintiff, and 200 West Capitol, LLC, et al., Defendants*, which decretal order is incorporated herein by reference as if fully set out word for word, the undersigned as Commissioner of said Court, will offer at public venue to the highest bidder, on the inside of the Pulaski County Courthouse, in front of Suite 120, 401 West Markham Street, Little Rock, Arkansas, in which said Court is held, in the City of Little Rock, Pulaski County, Arkansas, within the hours prescribed by law for judicial sales, on April 7, 2022, at 12:00 p.m., the following described real and personal property located in Pulaski County, Arkansas, to-wit:

### Real Property:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and the South 16.45 feet of Lot 9, Block 84, Original City of Little Rock, Pulaski County, Arkansas, and the South 116.45 feet of North/South alley in said Block 84 which was closed and vacated by Ordinance No. 11,932 of the City of Little Rock, Arkansas, a certified copy filed for record August 17, 1967, of record in Deed Book 1006, Page 405, records of Pulaski County, Arkansas, said property being more particularly described as:

Begin at a set "x" in concrete at the Northwest corner of Lot 1, Block 84, Original City of Little Rock, Pulaski County, Arkansas; thence North 89 degrees 28 minutes 03 seconds East 140.05 feet to a set "x" in concrete at the Northeast corner of said Lot 1; thence South 00 degrees 37 minutes 05 seconds East 183.79 feet to a set "x" in concrete on the East line of Lot 4, of said Block 84; thence North 89 degrees 24 minutes 08 seconds East 159.99 feet to a set "x" in concrete on the East line of Lot 9, of said Block 84; thence South 00 degrees 36 minutes 03 seconds East 116.45 feet to a set "x" in concrete at the Southeast corner of Lot 7, of said Block 84; thence South 89 degrees 24 minutes 08 seconds West, along the South line of said Block 84, 299.91 feet to a set "x" in concrete at the Southwest corner of Lot 6, of said Block 84; thence North 00 degrees 38 minutes 14 seconds West, along the West line of said Block 84, 300.40 feet to the point of beginning.

### Facility/Collateral:

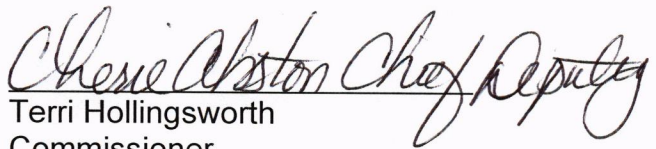
All buildings, equipment, structures, improvements, fixtures and building materials which were, are, or hereafter are located on or associated with the operation and use of the real property (collectively, the "Property"), wherever located, and all accessories, alterations, additions, accessions, products and proceeds and other property of the Borrower/Debtor, including without limitation: (a) all rights of ingress

and egress thereto; (b) all equipment and fixtures (including without limitation, all signage, lighting, plumbing and electrical fixtures, light fixtures and electrical equipment, communications equipment, together with all accessions, used or intended to be used, now owned or hereafter acquired, and all improvements, appurtenances, substituted and replaced equipment and any proceeds, including without limitation insurance proceeds, thereof), (c) all leases, accounts, deposit accounts, investment property, contract rights (including without limitation applicable permits, franchise or business operation contracts), payment intangibles, general intangibles, occupancy agreements, rents, income, revenues, earnings, royalties, issues and profits, and all guaranties thereof, presently existing or subsequently arising; (d) all security deposits, utility deposits, claims to rebates, refunds or abatements of real estate taxes, special assessments or other taxes, plans and specifications, surveys, architectural or engineering studies, drawings and other information or analysis of whatever nature, permits, certificates of occupancy, environmental certificates, licenses and permits, all other licenses, warranties and guaranties with respect to the Property; (e) all proceeds, proceeds of insurance, eminent domain or condemnation awards with respect to such Property and improvements thereon; and (f) all other assets of the Borrower/Debtor.

Notwithstanding the foregoing, the collateral shall not include any movable personal property or movable contents owned by Debtor and located within the improvements on the real property which would be insurable as "contents" pursuant to §III. Property Covered: Coverage B - Personal Property of the General Property Form, Standard Flood Insurance Policy issued by the United States Federal Emergency Management Agency National Flood Insurance Program.

TERMS OF SALE: The above-described real property and facility/collateral will be sold on a credit of three months, with the purchaser being required to post ten percent (10%) of the sale price and execute a bond or letter of credit as required by law and order and decree of said Court in said cause, with approved security, bearing interest from the date of sale until paid at the rate of sixteen percent (16%) per annum, and a lien being retained on the premises sold to secure the payment of the purchase money.

GIVEN under my hand this 15<sup>th</sup> day of March, 2022.

  
Terri Hollingsworth  
Commissioner

**PREPARED BY:**

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One Insertion:  
*ARKANSAS DEMOCRAT GAZETTE*