

NATIONAL LAND REALTY®

FARM | RANCH | RECREATIONAL | HUNTING | TIMBER | ACREAGE

MULTI-PAR FORMAT AUCTION



Financing Offered by Alabama Ag Credit
alabamaagcredit.com

Mulberry Fork Riverfront Property

2,103 ± Acres | 6 Tracts | Walker County, AL

Monroe Payne

Partner

mpayne@nationalland.com

Mobile: 205-652-3333; Office: 205-579-8418

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Nate Lipscomb

Auctioneer – AL LIC. 5529

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Mobile: 334-799-4915; Office: 855-384-5263

Fax: 864-331-1610

Auctioneer: Joel King - AL Lic. #5672

The information within this documentation is from sources deemed reliable, however the accuracy is not guaranteed.
National Land Realty assumes no liability for error, omissions or investment results.

PROPERTY SUMMARY

Description



To see the auction details and to **bid online**, scan the code above.

AUCTION, AUCTION, AUCTION! The Mulberry Fork Riverfront Property is being offered by live and online simulcast auction on Thursday, June 19th at the Fairfield Inn & Suites in Fultondale, Alabama. This 2,103 acre tract will be offered in six very unique tracts of varying acreage with the opportunity to purchase a single tract, multiple tracts or the entire property.

If you dream of owning a piece of paradise, you must check out this stunning property in Walker County, Alabama. This land offers an incredible opportunity for hunting enthusiasts and those who appreciate the beauty of the great outdoors. With its rich timber resources, it's not just a haven for wildlife but also a great investment.

This property is special because of the remarkable 2.6 miles of river frontage along the Mulberry Fork. Imagine waking up to the serene sounds of flowing water and spending your days fishing, kayaking, or simply relaxing by the riverbank.

Convenience is also a big plus here! Located just a short drive from Birmingham and about an hour and a half from Tuscaloosa, you can enjoy the tranquility of nature without being too far. Plus, with power available on the property, it's perfect for setting up a cozy cabin or even a full-time residence.

- Great Deer and Turkey Hunting
- Conservation Easement Potential
- River Frontage on Mulberry Fork
- Nice Road System and Green Fields
- Development Potential
- Timber Investment
- A 60' Easement will be granted along the road through the middle of the property to grant access and possible utilities to Tracts 3, 4 and 5 if necessary. No utilities will be provided by the seller. Any mineral rights owned by the seller will convey. Seller does not guarantee any mineral rights on the property.

The property will be offered in Six Tracts.

Tract 1: 305+/- Acres (Timberland, Recreational))

Tract 2: 576+/- Acres (Timberland, Recreational, Creek , Lake)

Tract 3: 286+/- Acres (Timberland, Recreational, Mulberry River Frontage)

Tract 4: 320+/- Acres (Timberland, Recreational, Mulberry River Frontage)

Tract 5: 295+/- Acres (Timberland, Recreational, Mulberry River Frontage, Lake)

Tract 6: 321+/- Acres (Timberland, Recreational, Lake)

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PROPERTY SUMMARY

Location

0 Phillips Lane
Empire, AL 35063

Coordinates:

33.840098300663, -87.007160957686

From I-22 take Exit 87 and turn right for 8.8 miles to Bryan Road. Turn Right for .5 miles to Main Street. Turn left for .25 miles to Empire Road. Turn Right for 5.75 miles to Little Vine Road. Turn left for .5 miles to Coon Creek Road. Turn Right/Follow Road 1.5 miles to Phillipstown Road. Turn Right for .75 mile to Phillips Lane. Turn left and stay left for just over .25 miles to the gate.

Auction Date

**Thursday, June 19, 2025 11:00 am CDT through
Thursday, June 19, 2025 2:00 pm CDT**

The Mulberry Fork Riverfront Property consisting of 2,103+/- acres located in Walker County, Alabama is being offered at auction both live and by online simulcast bidding. The Live Auction will take place on Thursday, June 19th, beginning at 11:00 a.m CST at the Fairfield Inn & Suites, 1795 Morris Avenue, Fultondale, AL 35068.

There will be an Open House on June 7th and June 11th from 10:00 AM to 3:00 PM. All other showings will be by appointment.

Auctioneers

Joel King - Alabama Lic. #5672; Nate Lipscomb - Alabama Lic. #5529

Property Highlights

Hunting, Fishing & Recreation: Canoeing/Kayaking, Wildlife Food Plot, Silent Sports/Nature, Lake/Pond, Fishing, Upland Game, Turkey, Whitetail Deer, River/Creek/Stream, ATVing, Boating, Camping, Hiking

Timberland Investment: Hardwood, Planted Pine

2024 Taxes

Contact agent for details

Listing ID#

3004850

Monroe Payne

Partner

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Terms

The Mulberry Fork Riverfront Property consisting of 2,103+/- acres located in Walker County, Alabama is being offered at auction both live and by online simulcast bidding. The Live Auction will take place on Thursday, June 19th, beginning at 11:00 a.m. CST at the Fairfield Inn & Suites, 1795 Morris Avenue, Fultondale, AL 35068.

Bidding will be started with High Bidder Choice. After all tracts have bids, the tracts will be offered in Multi Parcels and as an entire Tract. There will be online simulcast bidding available the day of the sale. All bids will be made on a per acre basis.

The property will be offered in Six Tracts.

Tract 1: 305+/- Acres (Timberland, Recreational))

Tract 2: 576+/- Acres (Timberland, Recreational, Creek, Lake)

Tract 3: 286+/- Acres (Timberland, Recreational, Mulberry River Frontage)

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Tract 5: 295+/- Acres (Timberland, Recreational, Mulberry River Frontage, Lake)

Tract 6: 321+/- Acres (Timberland, Recreational, Lake)

Tracts will be surveyed before closing and final sales price will be based on the total surveyed acres at the accepted per acre bid price.

A 60' Easement will be granted along the road through the middle of the property to grant access and possible utilities to Tracts 3, 4 and 5 if necessary. No utilities will be provided by the seller.

Winning bidder or bidders will be required to immediately pay a non-refundable deposit of no less than ten percent (10.00%) of the "Total Contract Price". The balance will be due on or before 30 days from execution of agreement. Bidders will be required to bring a cashier's check in the amount of \$10,000 dollars for each tract they intend to bid on. The balance of the deposit will be paid by company or personal check. Contact Auction Company for questions or other arrangements prior to auction date.

Purchasers of the property can take immediate possession upon closing.

All boundaries shown on photos and videos are for illustrative purposes only and are not guaranteed to be accurate.

There is a 10% Buyers Premium. This Premium will be in addition to the acceptable high bid amount to arrive at the "Total Contract Price".

All auction registration will close at 10:45 CST on June 19th, 2025. Online Bidders will need a reliable internet source to complete bids online.

All final bids must be approved by Seller.

See Full Terms & Conditions on the following pages.

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AUCTION TERMS AND CONDITIONS

National Land Realty through its Agent Monroe Payne and Auctioneers Nate Lipscomb & Joel King have contracted with the “Seller” Twin States Forest Products, Inc. to offer to sell at public auction certain real property. National Land Realty includes but is not limited to its agents, auctioneers, brokers, contractors, and employees. These following terms, plus any additions, deletions and/or revisions announced by National Land Realty or its Auctioneer before the commencement of the auction, represent the exclusive terms for the Auction.

1. AUCTION FORMAT: This is a reserve auction and will be live & simulcast through National Land Realty. The decision of National Land Realty is final regarding all matters that arise during or after the auction. National Land Realty reserves the right to preclude anyone from bidding if there is any question as to the potential Bidder/Buyers credentials, fitness to body or ability to perform. Bidder shall not retract any bid.

2. REGISTRATION: Auction registration will be through National Land Realty. Full description of the registration process will be detailed in the Property Auction Packet, through its website of nationalland.com or auctions.natioalland.com and/or a representative of National Land Realty. Registered Bidders will be required to bring a cashier’s check in the amount of \$10,000 dollars for each tract they intend to bid on. The balance of the deposit will be paid by company or personal check. Contact Auction Company for questions or other arrangements prior to auction date.

3. AGENCY: National Land Realty is acting as an agent for the Seller. No third-party broker is acting as a sub-agent of National Land Realty.

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TERMS AND CONDITIONS (CONTINUED)

4. PROPERTY: The property is described in the Property Auction Packet, a copy which is available from National Land Realty through a representative or its website of www.nationalland.com.

5. CONDITIONS: The property will be offered for sale and conveyed subject to all conditions, covenants, deeds, easements, reservations, rights of way, title exceptions and matters of record. All boundary lines noted in aerials, maps or pictures shall be considered estimates and not relied on as legal documents or descriptions and are provided as a courtesy to bidders. Total acreage is an estimate from county tax records unless a certified survey has been provided through the Property Auction Packet. National Land Realty and Seller do not guarantee, represent, or warrant their accuracy or completeness. If the property contains any buildings/structures built prior to 1978, it may contain lead-based paint. This information will be disclosed in the Property Auction Packet and any disclosures will be executed with a Sales Contract.

6. POSSESSION: Possession will be granted at closing on or before July 22, 2025 or on such other date agreed to by all parties.

7. DUE DILIGENCE: All bidders shall make an informed decision about the auction and the property before making a bid. Bidder shall obtain professional advice and conduct any due diligence on the Property, TBD Title Commitment/Report (available through National Land Realty), information contained in the Property Auction Packet, public records, Terms of Auction, Sales Contract (copy available through National Land Realty) and all circumstances, defects, facts, issues, problems, or other relevant matters. Collectively known as property issues. All information provided by National Land Realty was provided by the Seller and believed to be accurate, but neither National Land Realty or the Seller guarantees represents or warrants its accuracy or completeness, and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable.

8. APPROVAL OF BIDS: Final sale is subject to Seller's approval or rejection of all bids.

9. DEPOSIT: Buyer(s) shall immediately pay a non-refundable deposit of no less than ten percent (10.00%) of the Total Contract Price to the escrow Account of Maddox, Thornley & Sanders, 318 19th Street, West, Jasper, AL 35501. This payment is due upon the execution of the Sales Contract. If for any reason Buyer fails to timely execute the Sales Contract or pay the deposit, Seller has the sole discretion to (A) Pursue all legal and equitable remedies against the Buyer, or (B) Declare Buyer's bid to be immediately forfeited, null and void, without any requirement of notice and immediately re-sell the Property to another Buyer.

Continued on next page

TERMS AND CONDITIONS (CONTINUED)

10. SALES CONTRACT: This is a CASH SALE and not contingent upon any matter, including Buyer obtaining financing. Immediately upon the Seller's acceptance of a final bid, the highest bidder will execute a real estate purchase contract (which shall be available for all registered bidders prior to Auction) with the Seller through National Land Realty. The Terms of the Auction are incorporated into the Sales Contract which defines the entire agreement between the Seller and Buyer. Buyer shall execute the Sales Contract, and no additions, deletions or revisions shall be permitted. 1

11. TITLE: A TBD Title Commitment/Report for the property being auctioned will be available to registered bidders prior to the auction. Prior to Closing, a Title Commitment/Report will be issued for each purchase contract on the land being sold for the amount of the successful bidder's final purchase price. Title Insurance will be used as evidence of marketable title with the cost of the premium to be split equally between Buyer and Seller.

12. CLOSING: The balance of the purchase price will be payable at closing by guaranteed funds or by wire transfer at the direction of Maddox, Thornley & Sanders, the closing agent. The Seller will provide a title search and the deed preparation. The Buyer will be responsible for the cost of an Owners Title Insurance Policy. The cost of any escrow closing service will be split equally between the Buyer and Seller. Closing will be on or before July 22, 2025.

13. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by General Warranty Deed, in fee simple absolute.

14. BUYER'S PREMIUM : Buyer will be responsible for a 10% Buyer Premium upon the acceptance of any successful bid. The premium will be added to the high bid amount to arrive at the selling price for the Property ("Total Contract Price"). (For Example – A high bid of \$100,000 will be a total sales amount of \$110,000).

15. PRE-AUCTION OFFERS : If an acceptable offer is submitted to the Seller during the Marketing Period, the Seller reserves the right to cancel the Auction at their discretion.

16. GOVERNING LAW : Any Auction matter and the Sales Contract shall be governed by the laws of Alabama.

17. DISCLAIMER: Participation in the Auction is a Bidder's sole risk and the Seller and National Land Realty including their agents, auctioneer, contractors, and employees shall have no liability on any basis. The Property will be offered in AS IS, WHERE IS condition. Seller and National Land Realty unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied or statutory, whether oral or written,

Continued on next page

TERMS AND CONDITIONS (CONTINUED)

whether past, present, or future with respect to all Property Issues, except those provided in the Terms of Auction and the Sales Contract.

18. ANNOUNCEMENTS: The information contained herein has been obtained from the Seller and other sources deemed reliable. National Land Realty has no reason to doubt its accuracy but will not guarantee it. The Seller, National Land Realty and its Auctioneer assume no liability for omissions to, corrections or withdrawals of such information. Prospective Buyer should verify all information contained herein and in the Property Auction Packet. All Prospective Buyers are urged to fully inspect the property, its condition and to rely on their own conclusions. The Property is sold AS IS, WHERE IS. Any and all warranties, including fitness for any particular purpose and are hereby expressly disclaimed. In no event shall Seller, National Land Realty or its Auctioneer be liable for any consequential damages.

ANY ANNOUNCEMENTS MADE ON AUCTION DAY BY NATIONAL LAND REALTY OR ITS AUCTIONEER, WILL TAKE PRECEDENCE OVER ANY PRIOR WRITTEN, PUBLISHED, OR VERBAL INFORMATION PROVIDED OR STATED.

19. ARBITRATION: Any action, claim, controversy, counterclaim, dispute, or proceeding arising out of the Property Issues and involving Seller, Bidder, Buyer, or Auctioneer, in any combination, whether controlled by federal or state law, and whether an issue of law or equity, including the determination of the scope and applicability of this agreement to arbitrate, will be determined and resolved exclusively by final and binding arbitration, with no appeal permitted, except as provided by applicable law for the judicial review or enforcement of arbitration decisions. The arbitration will be administered by Judicial Arbitration and Mediation Services, Inc., or its successor and decided by a panel of three (3) independent arbitrators, except that a Party may elect to reduce the number of arbitrators from three (3) to one (1), unless that election is opposed by another Party in a written objection timely filed with JAMS. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties waive the right to any legal action and trial by jury. The costs of arbitration, including the fees and expenses of the arbitrators, but not including the Parties' attorneys' fees, will initially be paid equally by them. The prevailing Party will be entitled to collect from the other its full costs associated with the arbitration, including reasonable attorneys' fees. All aspects of any arbitration will be permanently kept confidential and not disclosed in any form or manner to any entity, media, or person, and the Parties will jointly move the court entering judgment on the arbitration award to such order. Any arbitration must be commenced within two (2) years from the date when the cause of arbitration accrues, or it will be forever barred. The right of arbitration will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or

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TERMS AND CONDITIONS (CONTINUED)

injury is sustained and not when the resulting damage or harm is discovered. To the fullest extent allowed by law, neither Seller nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage (including, but not limited to, damage to property or loss of use, time, income, or profits) that might arise out of the Auction, offering or sale of the Property, or any related matter.

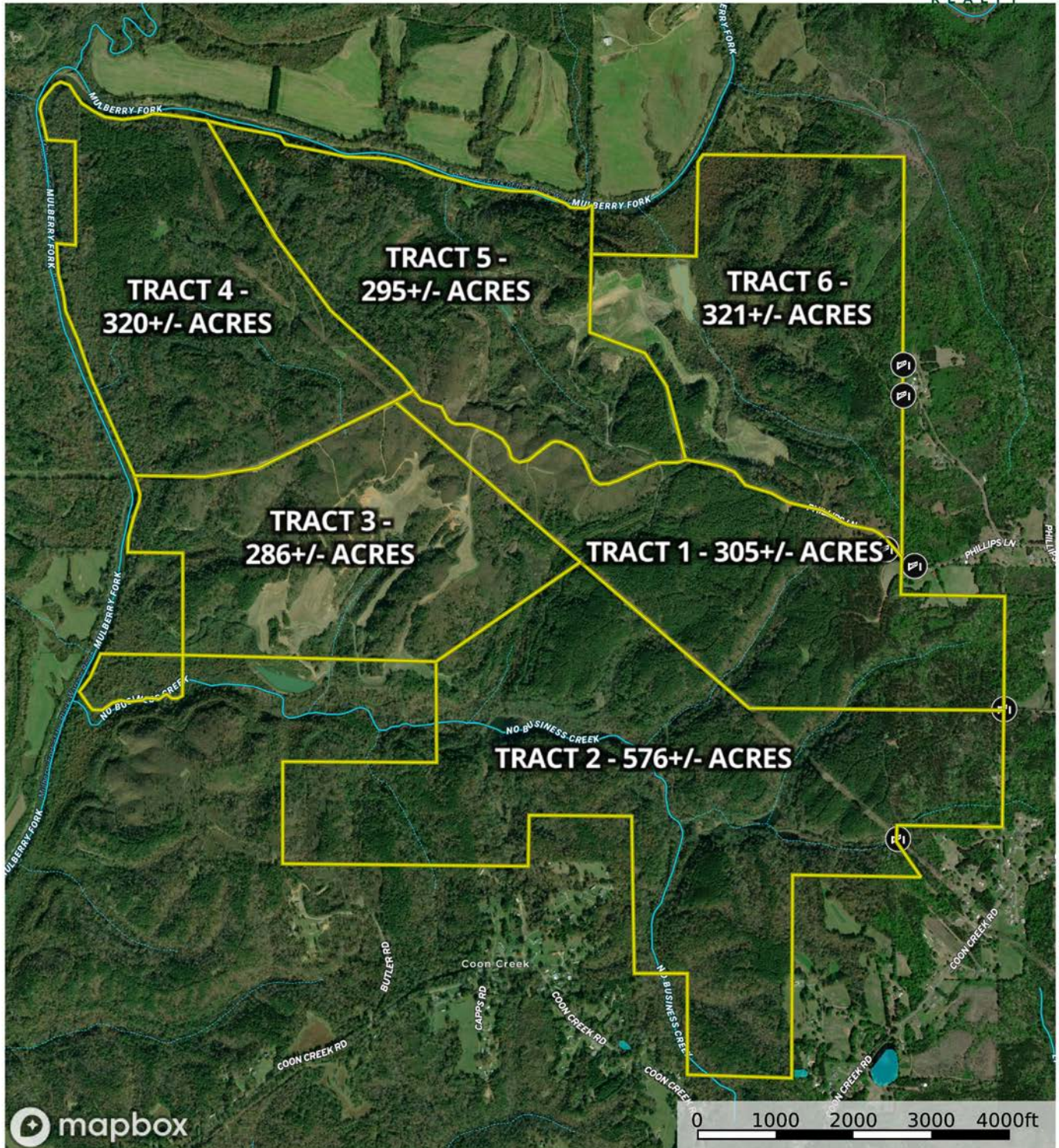
20. CHOICE OF LAW, JURISDICTION, AND VENUE : Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Kansas, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of the property's location, in the State of Alabama.

21. MISCELLANEOUS : The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributees, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by the Auctioneer's written revision or an announcement at the Auction.

TRACT DIVISION MAP

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



Gate Boundary 4 1 Boundary 5 1 Boundary 2 1 1 Boundary 1 1 1 Boundary 3 1 1 Boundary 6 1 Stream, Intermittent River/Creek Water Body

Jeremy Stephens
P: 8706723250

jstephens@nationalland.com

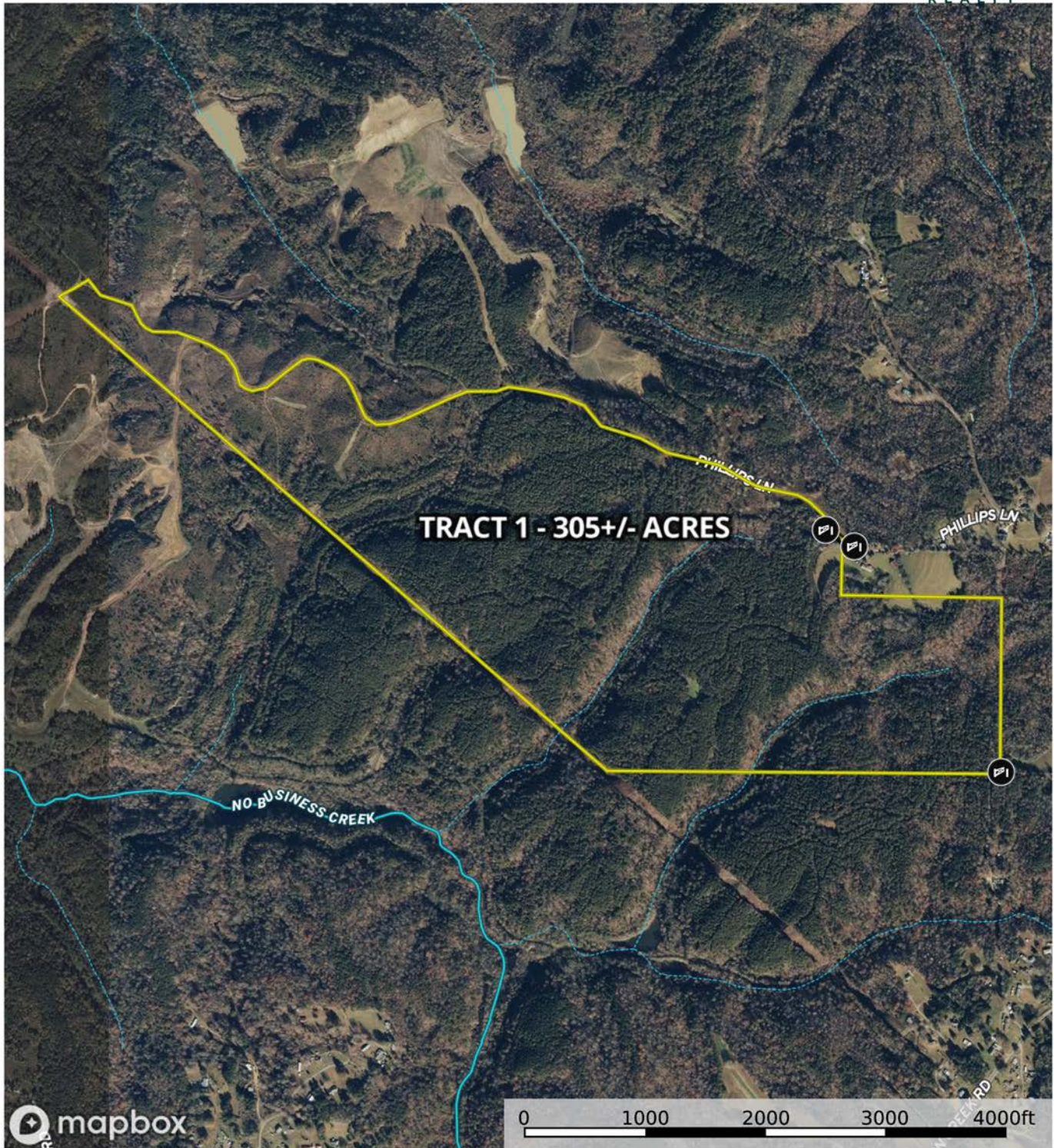
1501 N. Pierce Street, Little Rock, AR

id. The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

TRACT 1

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



Gate Boundary 3 1 1 Stream, Intermittent River/Creek Water Body

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jstephens@nationalland.com

1501 N. Pierce Street, Little Rock, AR



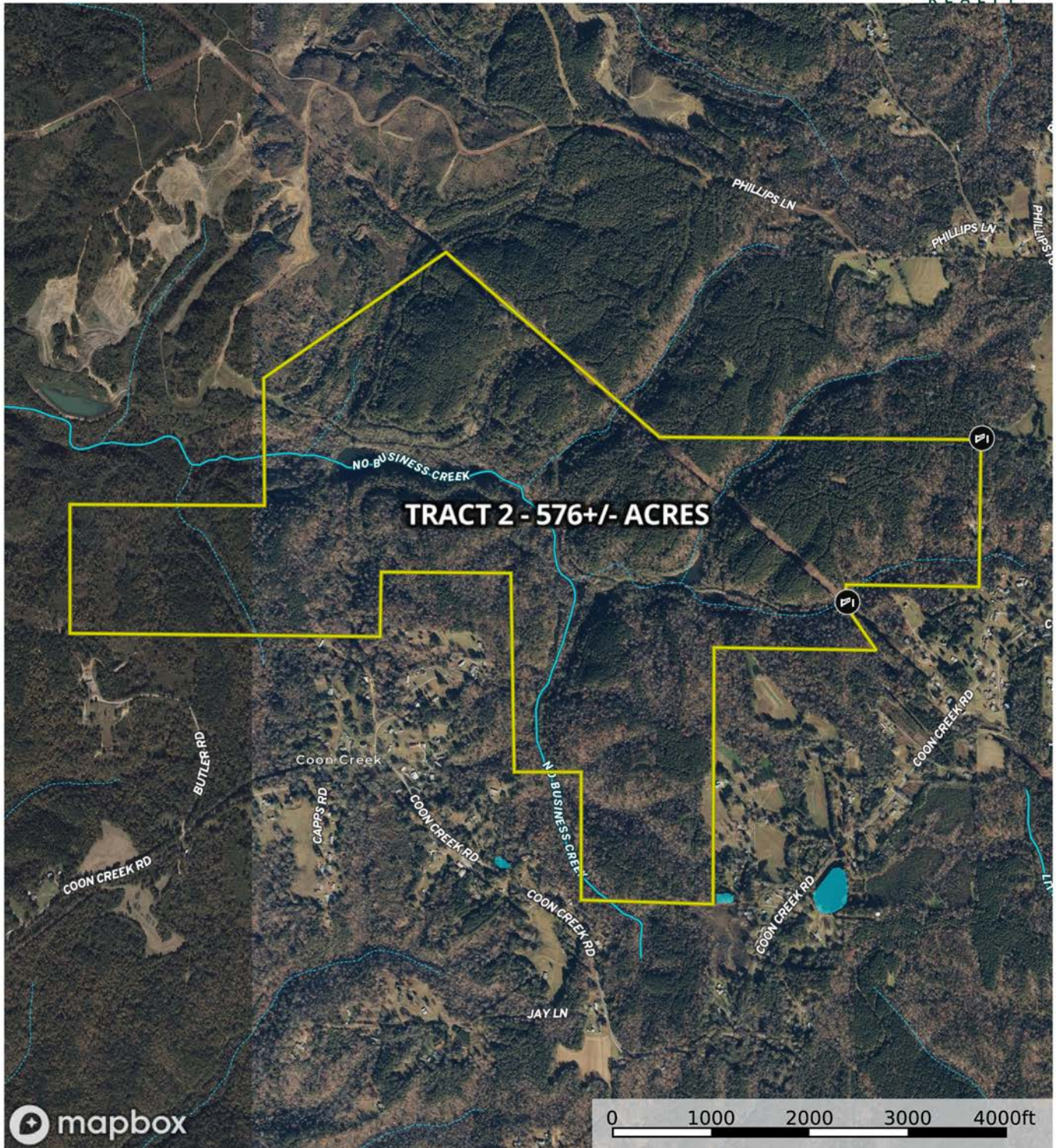
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NationalLand.com

TRACT 2

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



Gate Boundary 1 1 1 Stream, Intermittent River/Creek Water Body

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1501 N. Pierce Street, Little Rock, AR

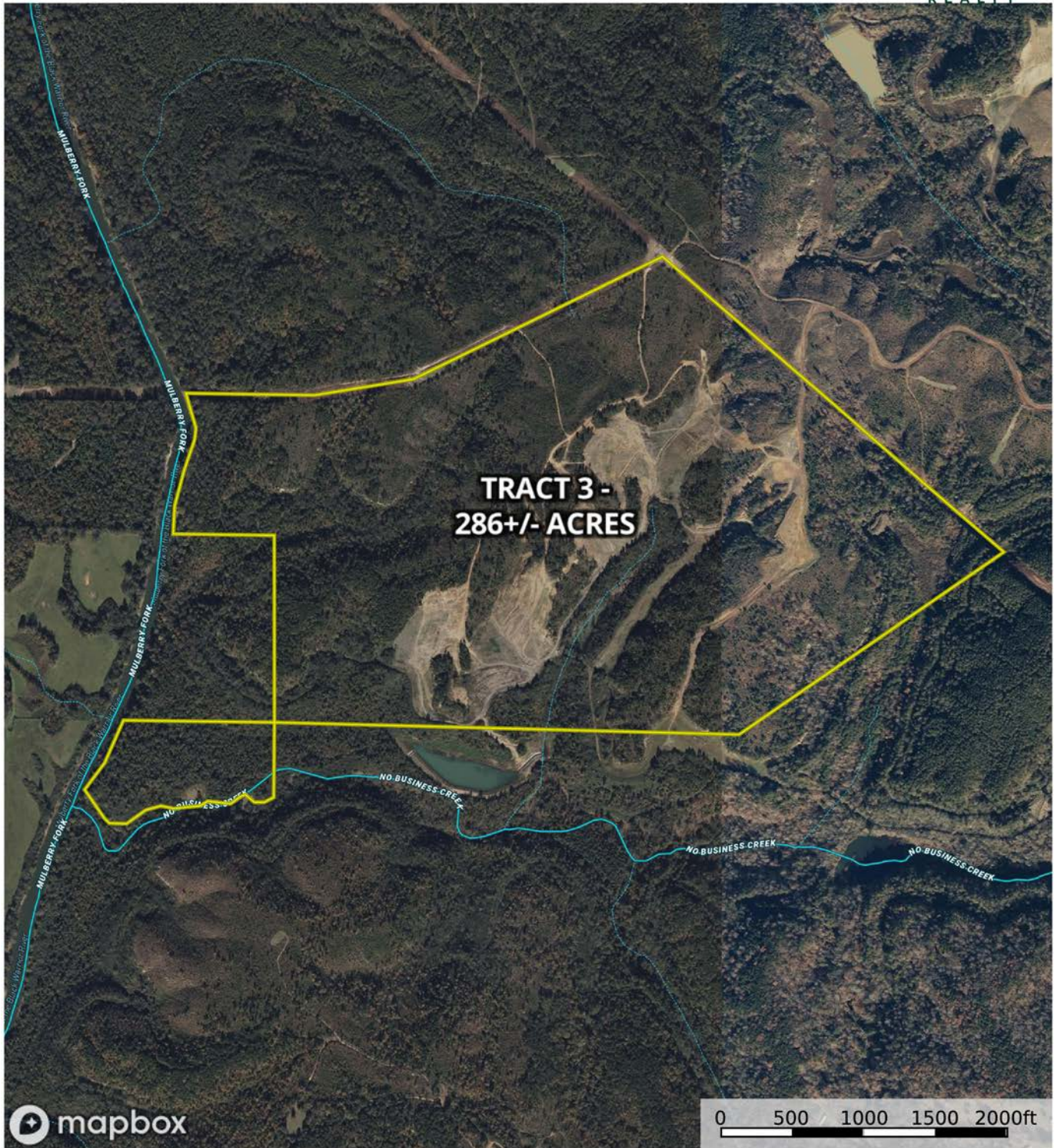
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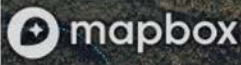
NationalLand.com

TRACT 3

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



 Boundary 2 1 1  Stream, Intermittent  River/Creek  Water Body

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1501 N. Pierce Street, Little Rock, AR

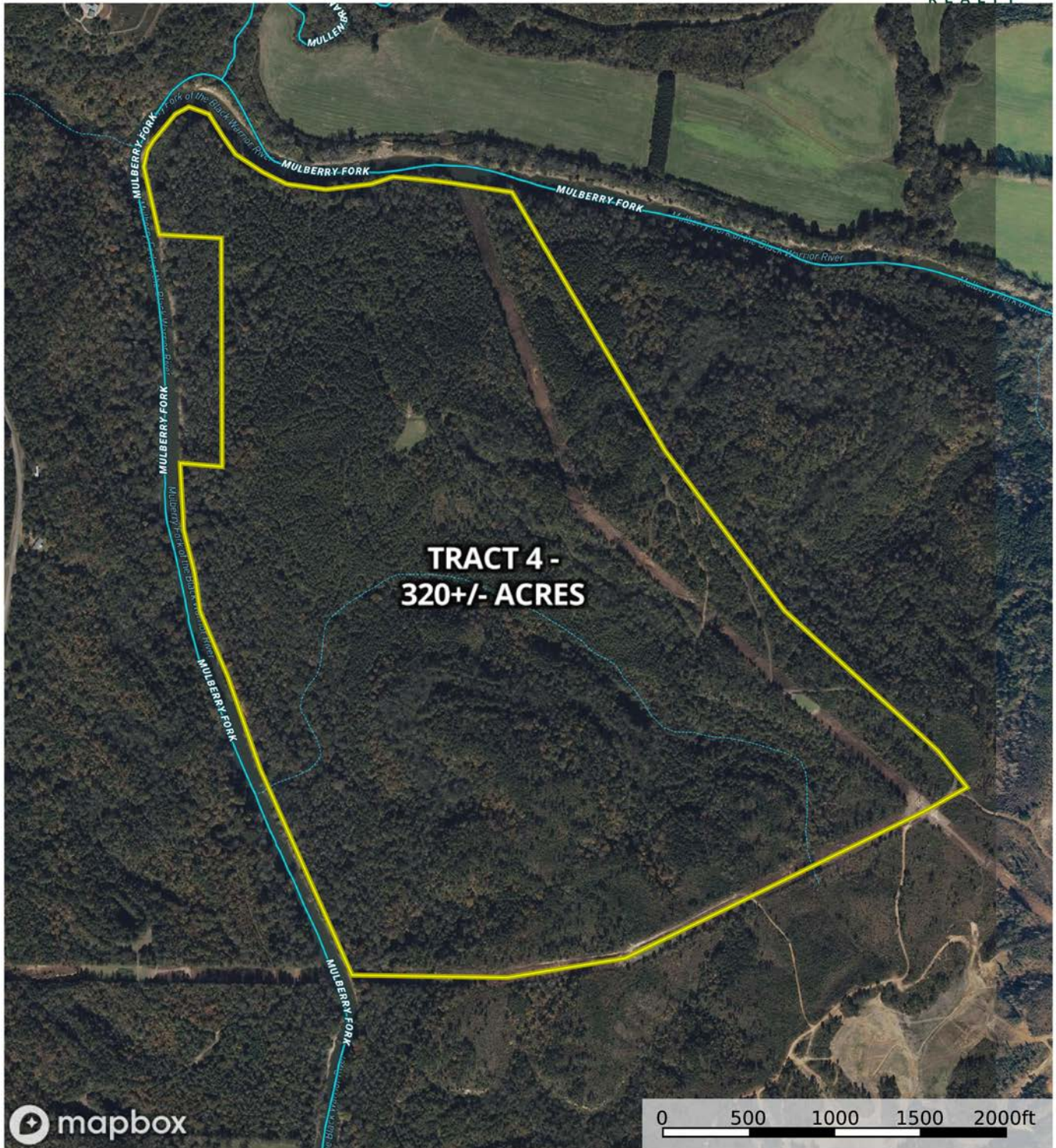
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NationalLand.com

TRACT 4

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



Boundary 5 1 Stream, Intermittent River/Creek Water Body

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1501 N. Pierce Street, Little Rock, AR

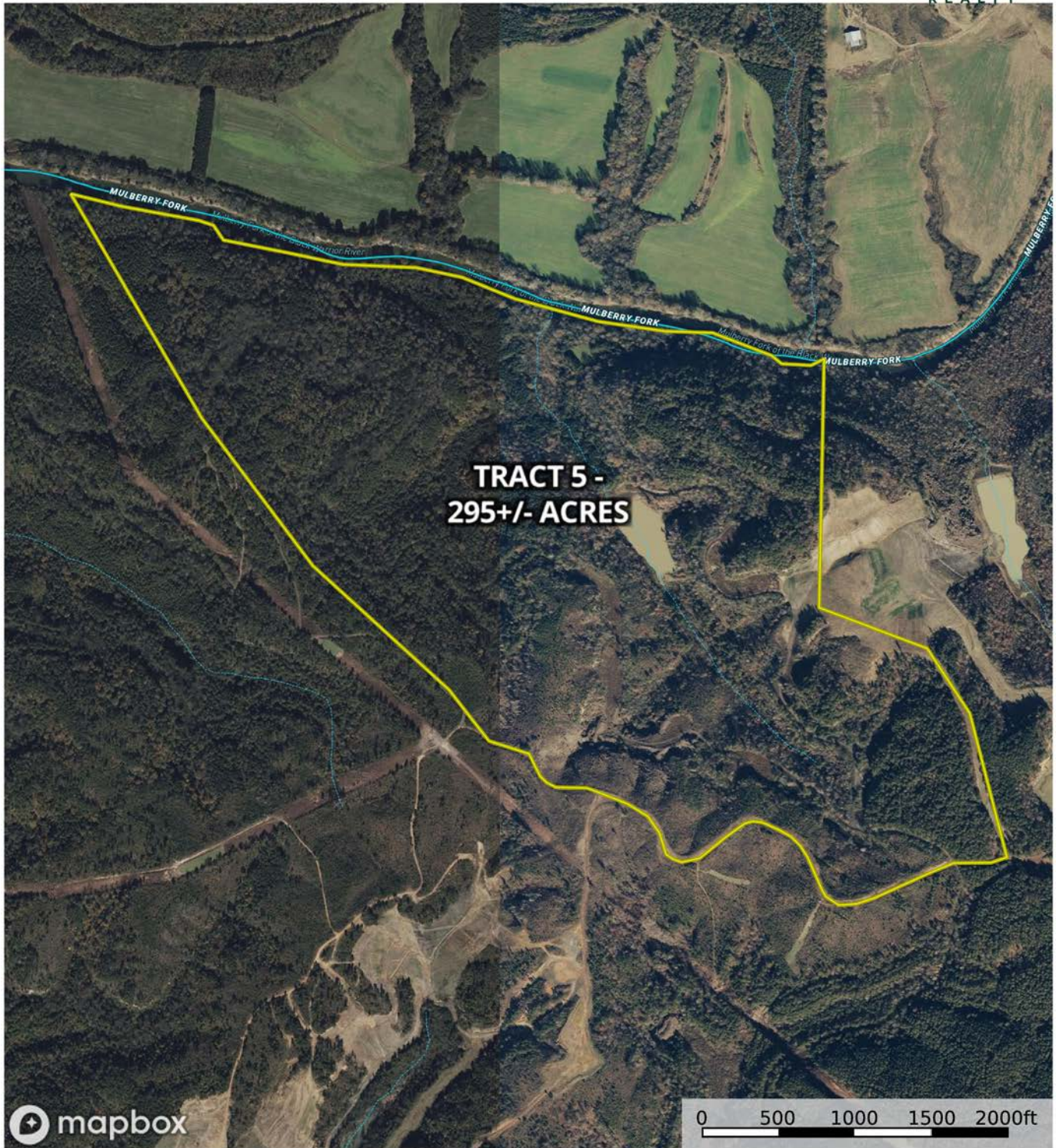
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NationalLand.com

TRACT 5

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

**NATIONAL
LAND
REALTY**



Boundary 4 1 Stream, Intermittent River/Creek Water Body

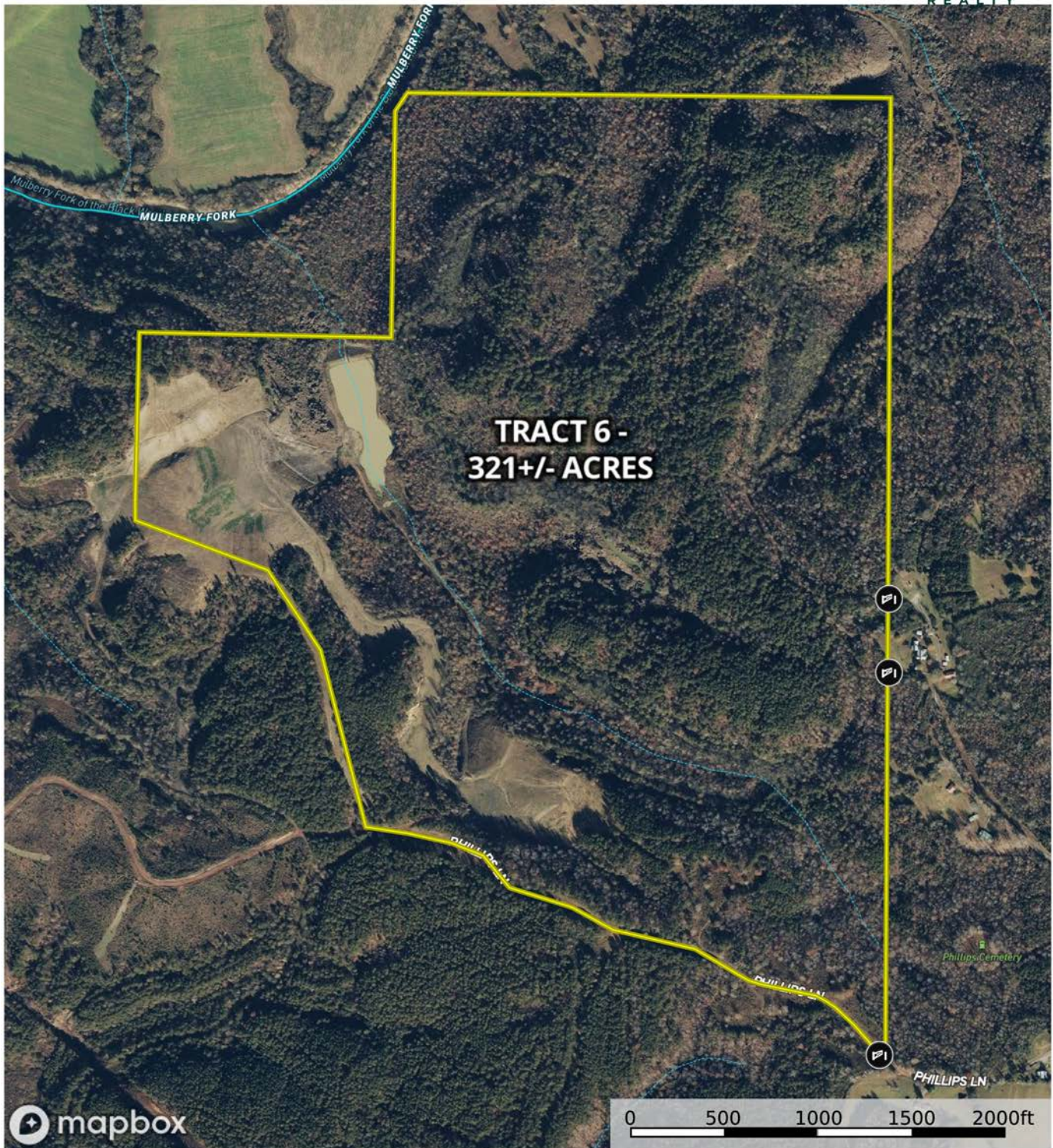
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TRACT 6

Alabama - Walker County 2,103 Acres - Tract Map 2
Walker County, Alabama, 2103 AC +/-

NATIONAL
LAND
REALTY



Gate Boundary 6 1 Stream, Intermittent River/Creek Water Body

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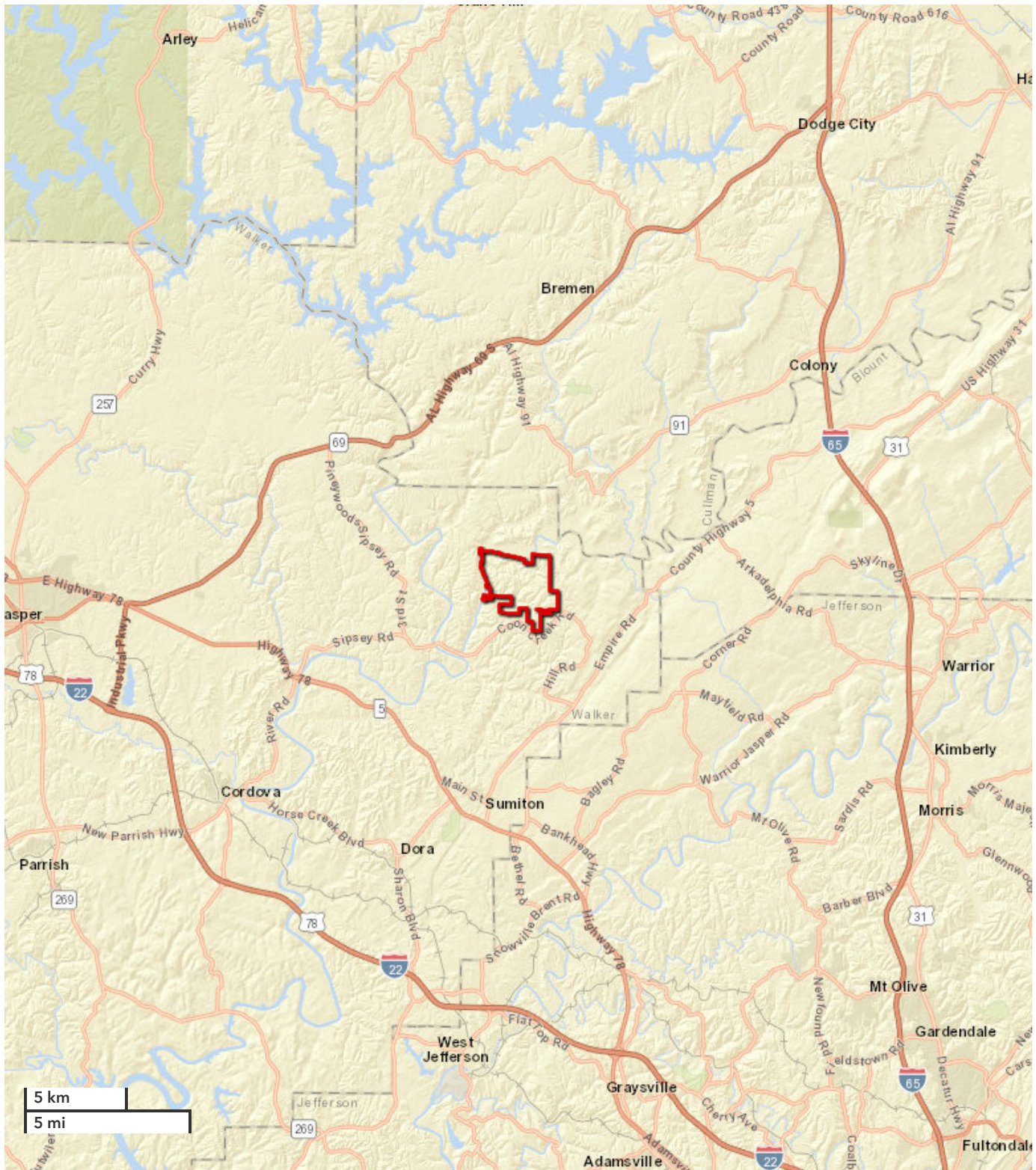
LOCATION MAP



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Mulberry Fork Riverfront Property
Walker County, AL
2,103 +/- Acres



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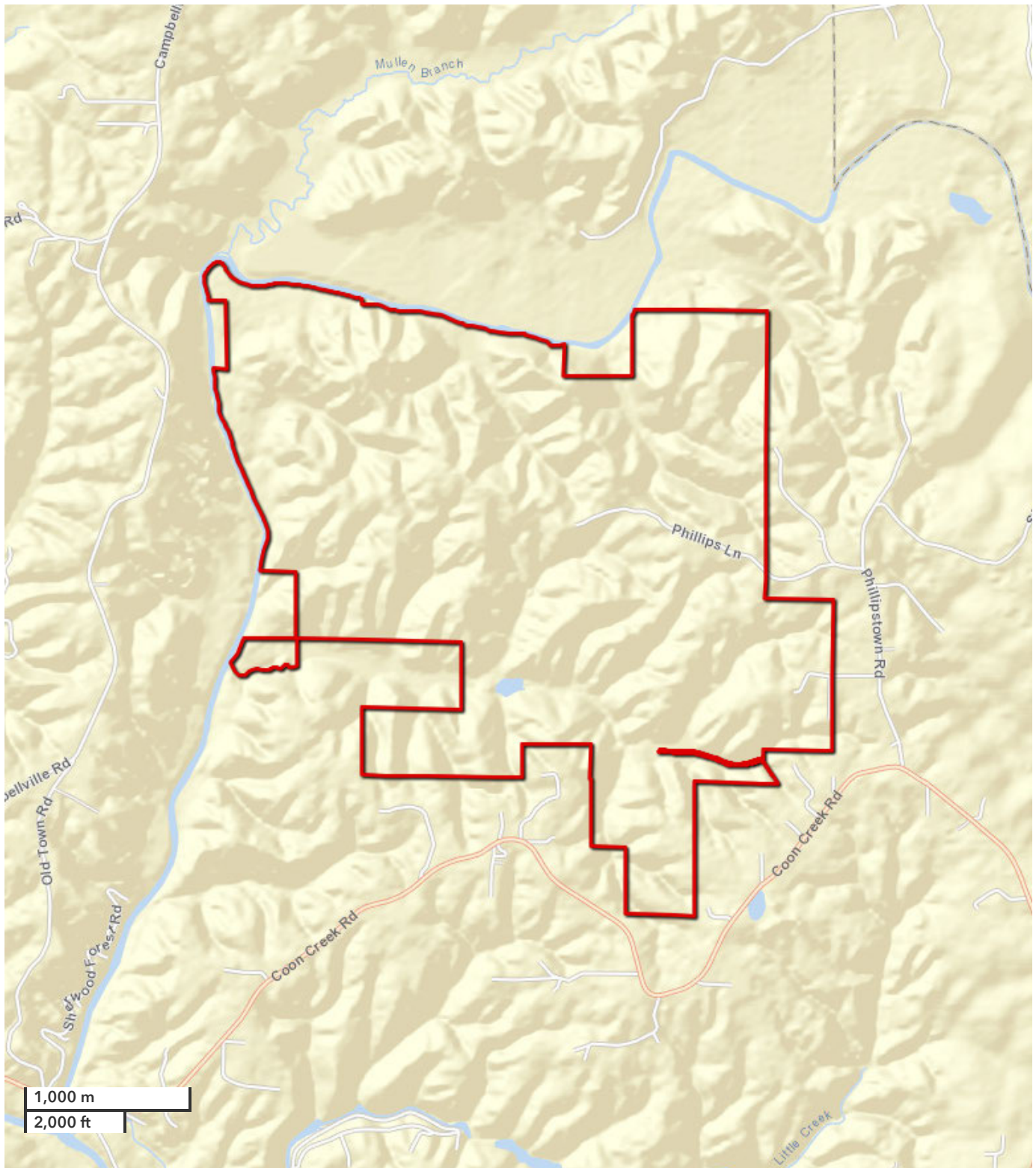
LOCATION MAP



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Mulberry Fork Riverfront Property
Walker County, AL
2,103 +/- Acres



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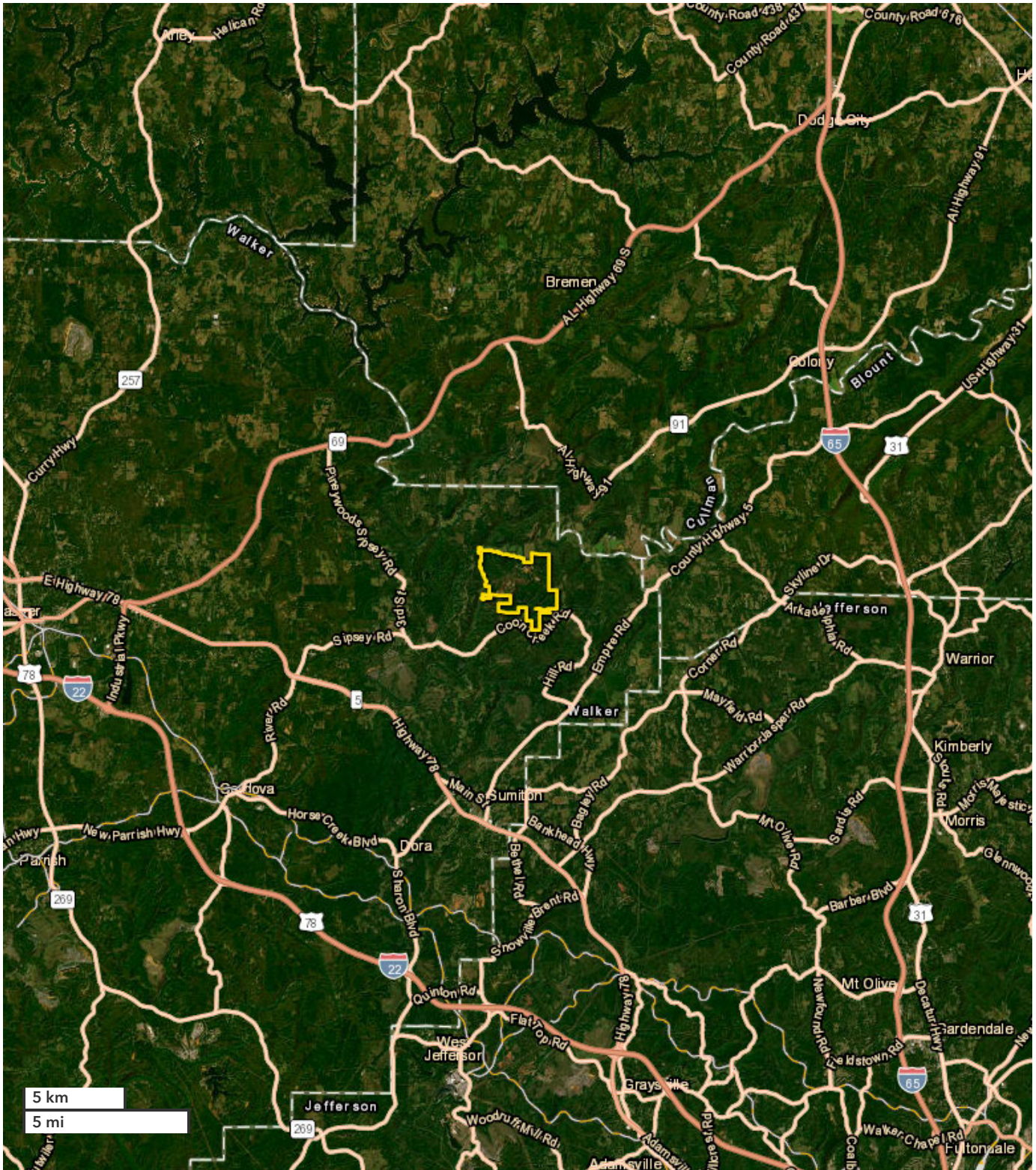
AERIAL MAP



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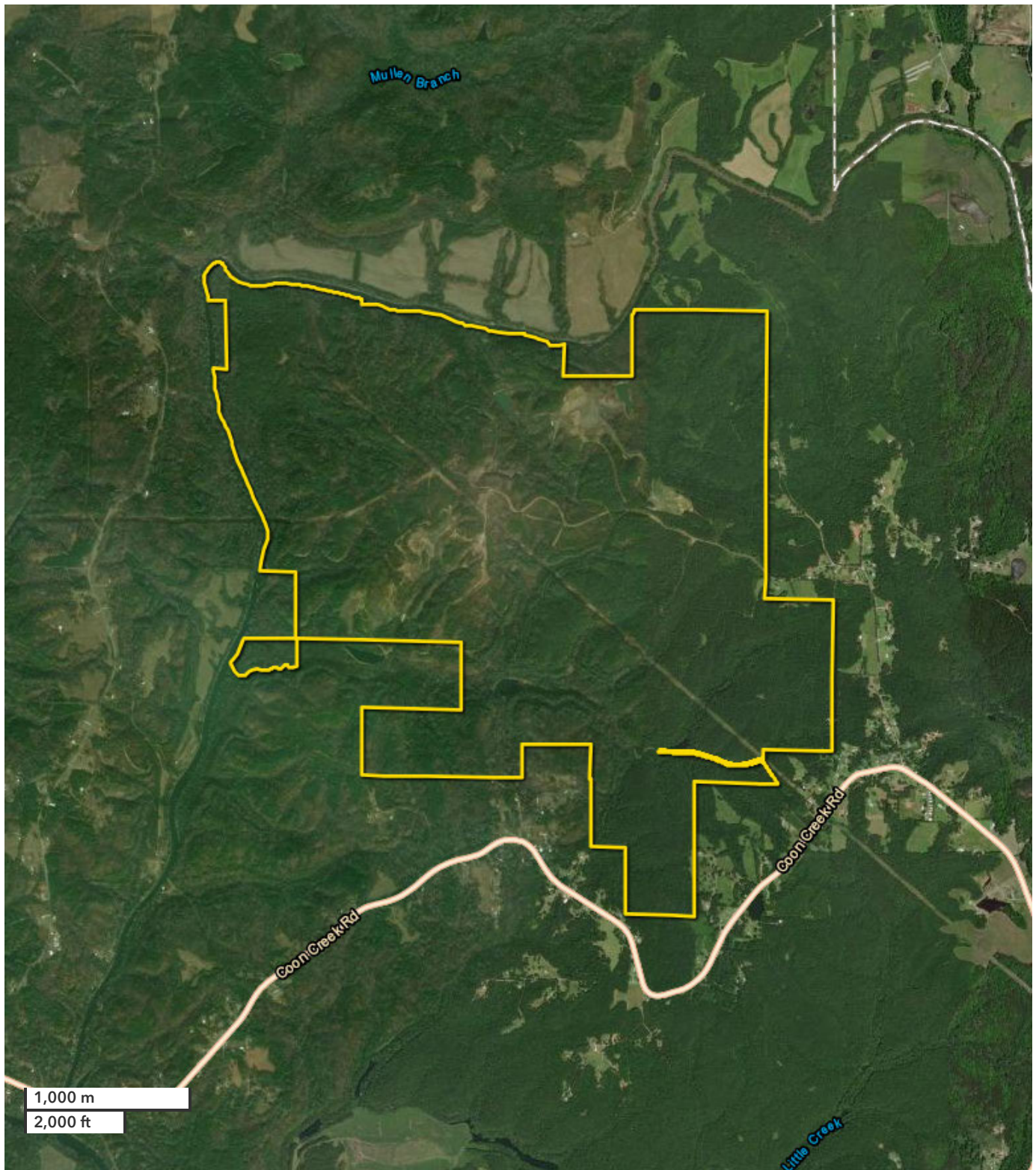
AERIAL MAP



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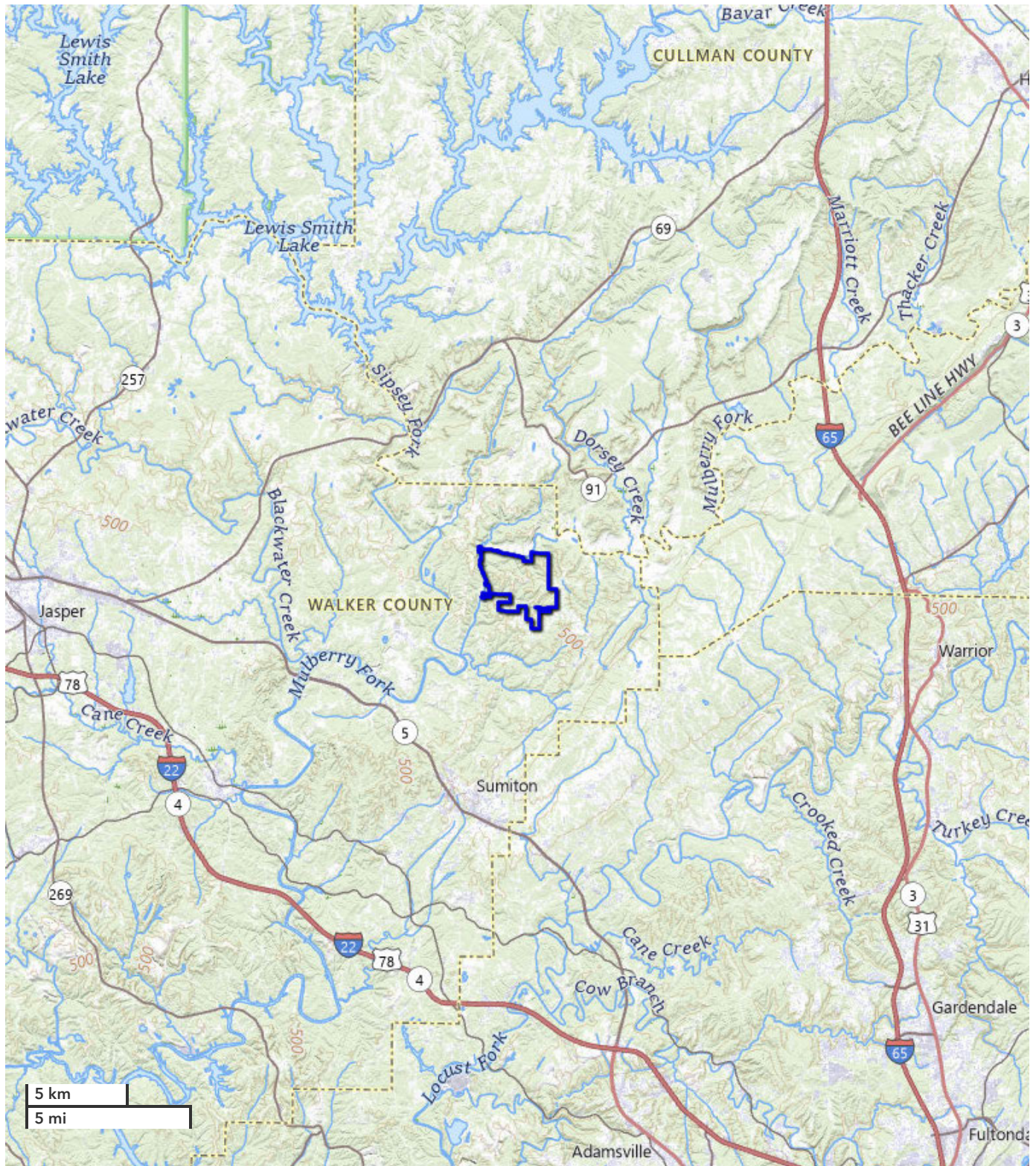
TOPO MAP



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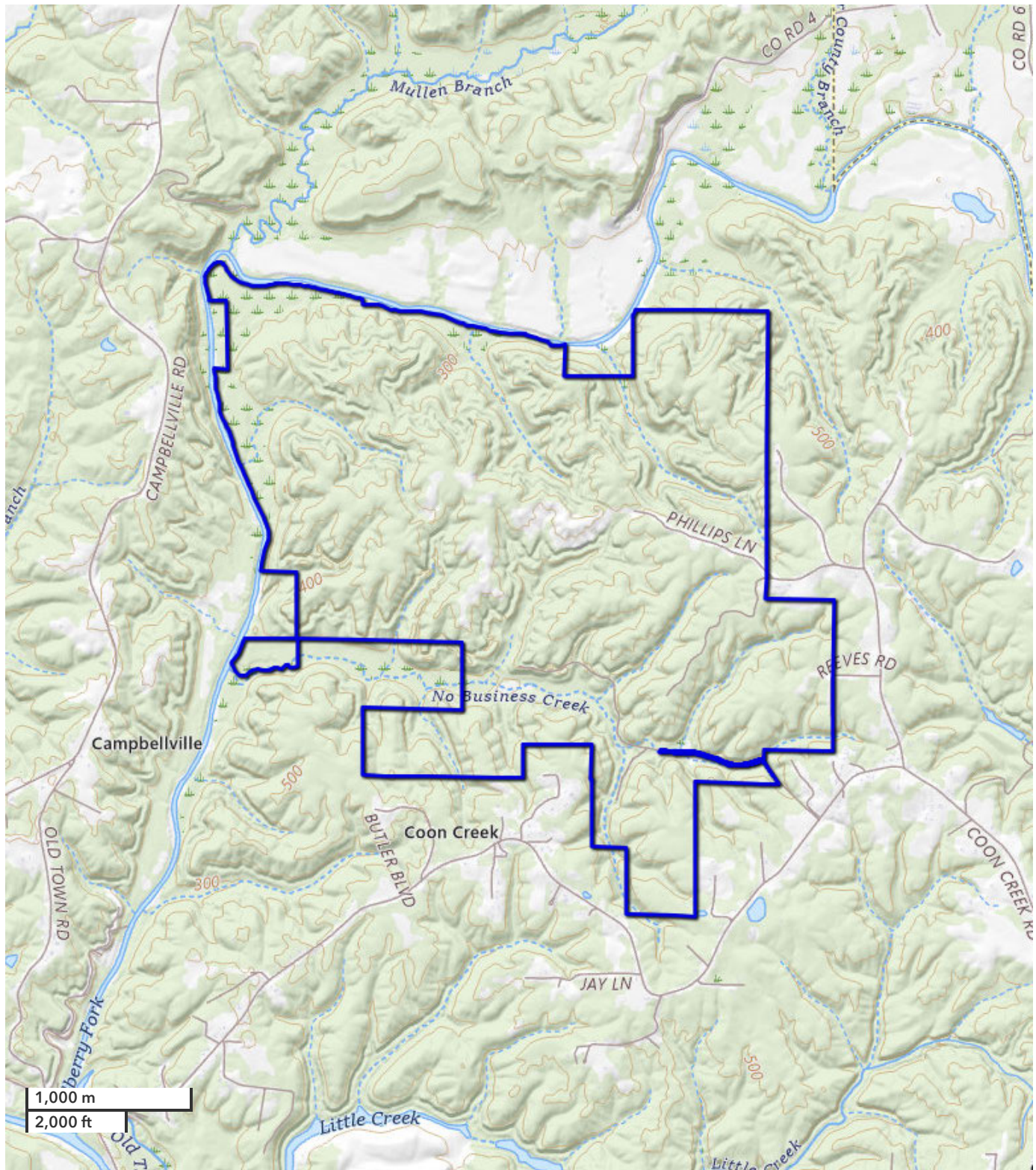
TOPO MAP



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Walker County, AL
2,103 +/- Acres



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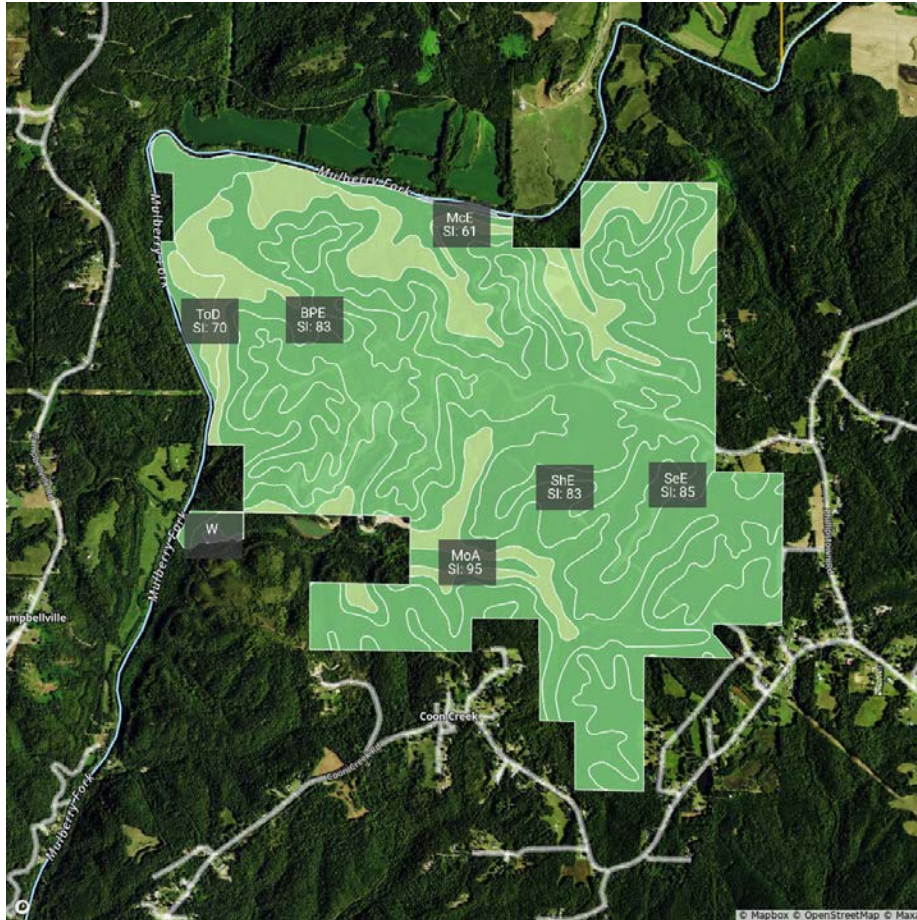
TIMBER SITE INDEX MAP

Timber Site Index

Walker, AL • Township: Empire • Location: 11-14S-5W



2103.10 acres, 1 selection



Tree Category

Evergreen

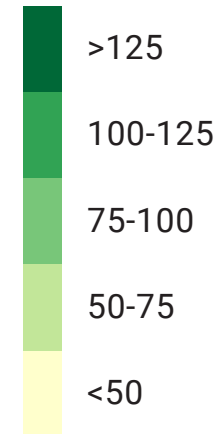
Tree Species

Loblolly Pine

Aggregate Site Index

—

Site Index Scale (ft)



Soil Code	Soil Description	Acres	% of Field	Site Index
ShE	Sipsey-Bankhead complex, 15 to 45 percent slopes	851.31	40.48%	83
BPE	Brilliant and Palmerdale extremely channery loams, 6 to 60 percent slopes	461.62	21.95%	83
SeE	Sipsey loamy sand, 4 to 18 percent slopes	366.28	17.42%	85
StE	Sunlight-Townley complex, 15 to 45 percent slopes	264.41	12.57%	70



TIMBER SITE INDEX MAP (CONTINUED)

Timber Site Index



Walker, AL • Township: Empire • Location: 11-14S-5W

2103.10 acres, 1 selection

Soil Code	Soil Description	Acres	% of Field	Site Index
MsA	Mooreville, frequently flooded-Spadra, occasionally flooded complex, 0 to 3 percent slopes	99.21	4.72%	95
MoA	Mooreville silt loam, 0 to 1 percent slopes, frequently flooded	23.17	1.10%	95
ToD	Townley silt loam, 6 to 15 percent slopes	21.25	1.01%	70
McE	Montevallo channery silt loam, 30 to 60 percent slopes	10.05	0.48%	61
W	Water	5.64	0.27%	—
SpB	Spadra-Whitwell complex, 0 to 3 percent slopes, occasionally flooded	0.18	0.01%	90

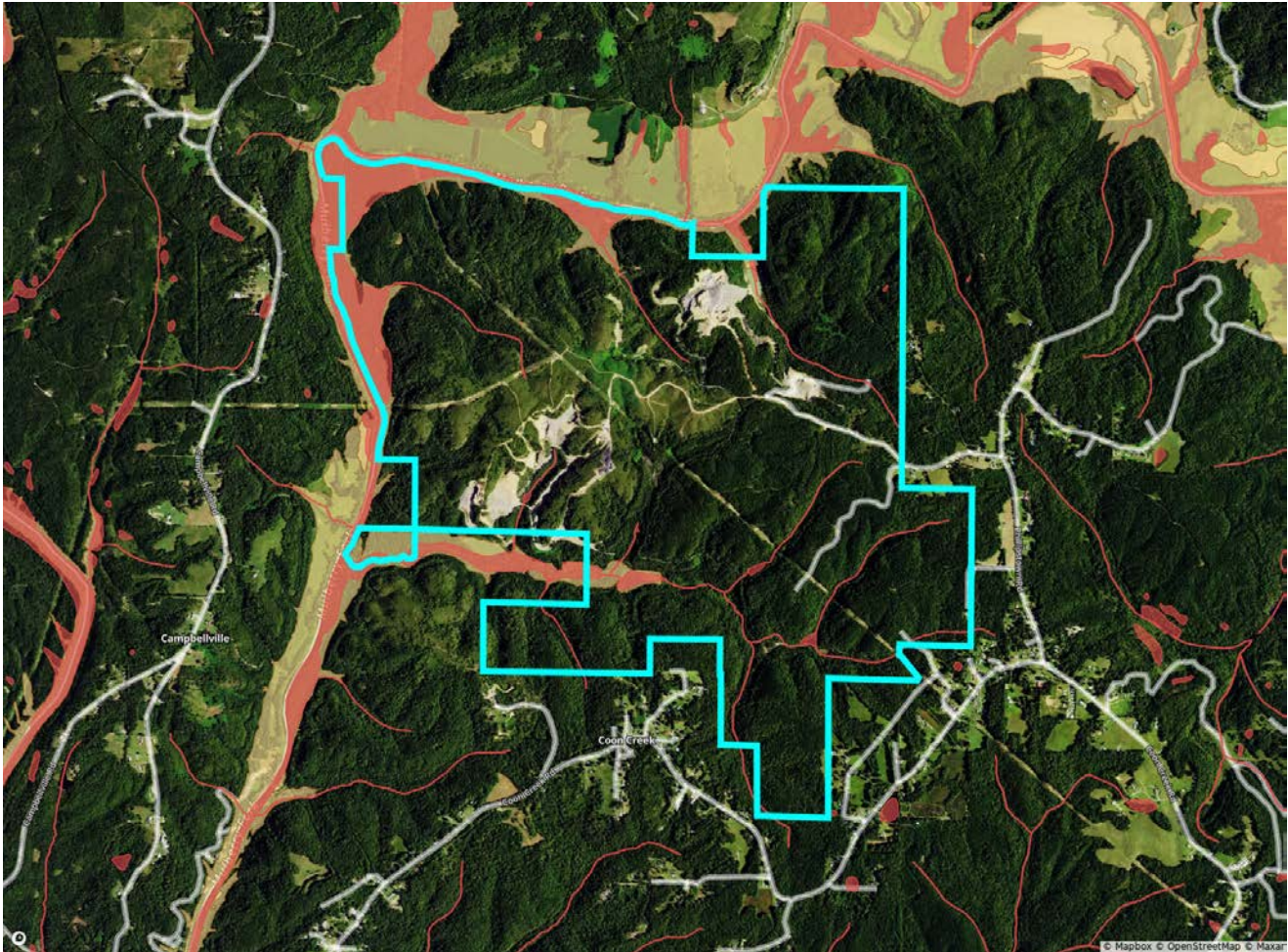
FLOOD MAP

Flood (FEMA Report)



Walker, AL • Township: Empire • Location: 11-14S-5W

2103.10 acres, 1 selection



Flood Hazard Zone	% of Selection	Acres
● 100 Year Flood Zone (1% annual chance of flooding)	6.5%	136.6
● 500 Year Flood Zone (0.2% annual chance of flooding)	0.0%	0.0
● Regulatory Floodway	0.0%	0.0
○ No Flood Hazard Zone	0.0%	0.0
Wetlands		
● Assorted Wetlands	5.6%	117.5

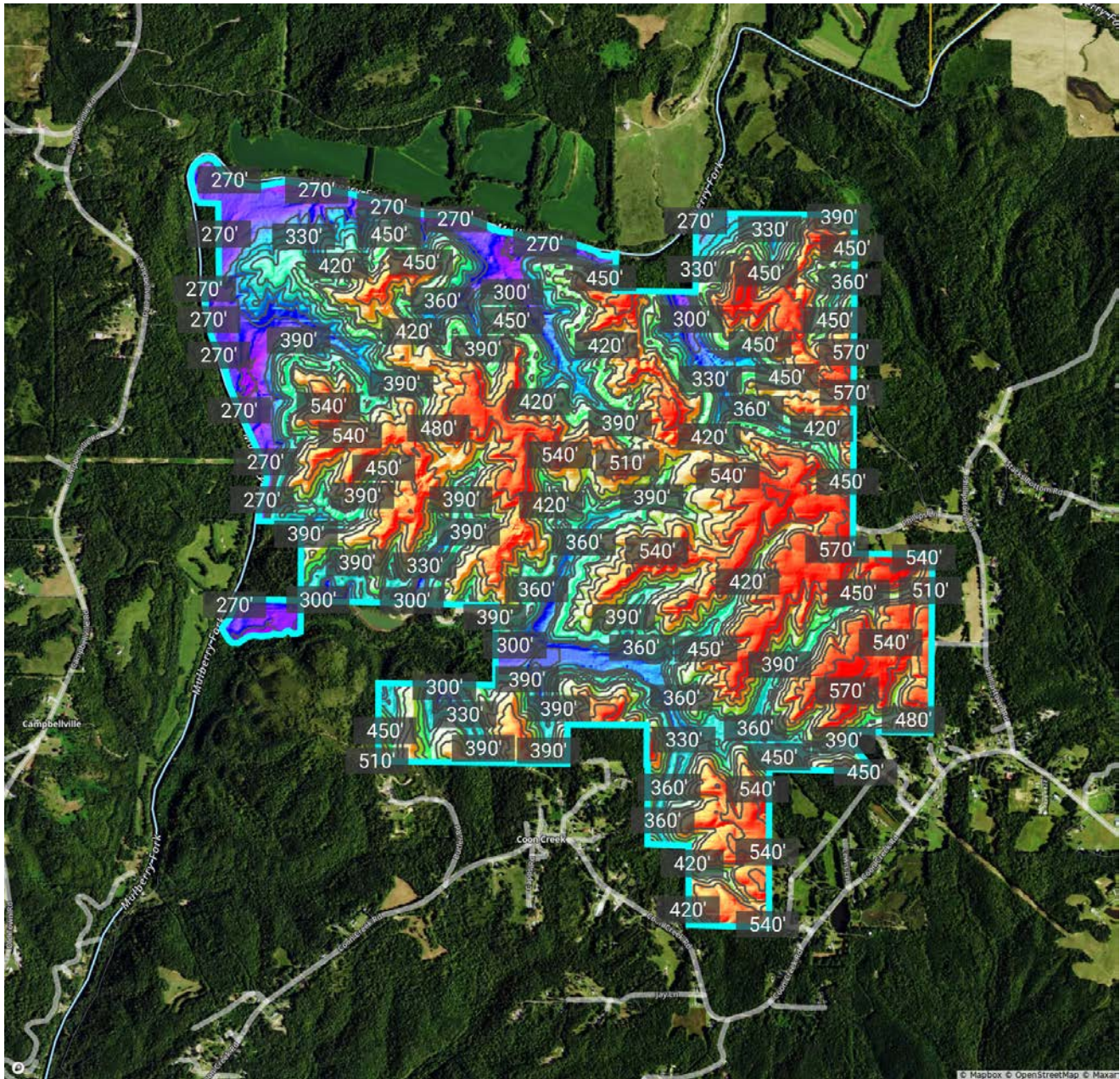
ELEVATION MAP

Elevation



Walker, AL • Township: Empire • Location: 11-14S-5W

2103.10 acres, 1 selection



262.7 ft

583.1 ft

Source: USGS 3 Meter Dem

Interval: 30.0 ft

Range: 320.4 ft

Min: 262.7

Max: 583.1



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Elevation • Page 5

PROPERTY PHOTOS



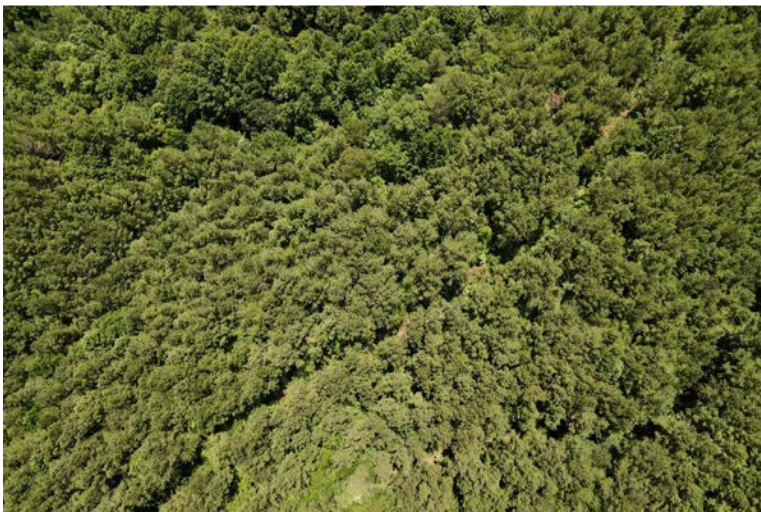
PROPERTY PHOTOS



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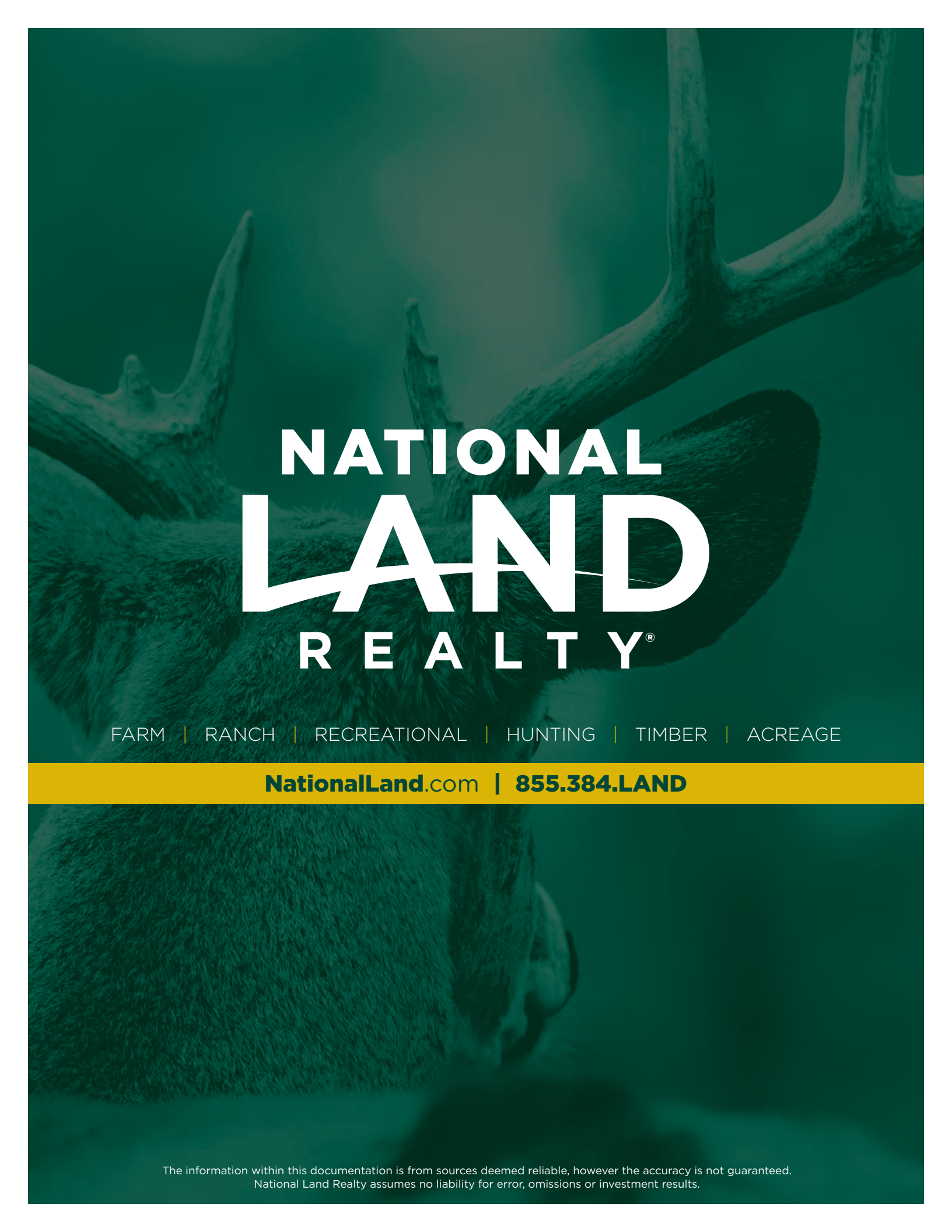
Auctioneer – AL LIC. 5529

nlipscomb@nationalland.com

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Fax: 864-331-1610

Auctioneer: Joel King - AL Lic. #5672



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