



Reserve Real Estate Auction
Terms and Conditions

Address: 4913 SW Boyer Rd, El Dorado KS 67042

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Sudduth Realty, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or Sudduth Realty, Inc., including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including but not limited to the following; roof; structure, termite, environmental, survey, encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mild; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information, flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty, Inc.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.



Reserve Real Estate Auction
Terms and Conditions - Continued

- 13. ASSIGNMENT. No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty, Inc.
14. provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
15. FAILURE BY BUYER. If Buyer fails or refuses to execute the Contract for Purchase and Sale, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Buyer and Seller for the sale and purchase of the Property.
16. ONLINE AUCTIONS/BIDS. In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. shall be held responsible for any missed bid or the failure of the software to function properly for any reason.
17. BROKER/AGENT PARTICIPATION. Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com.
18. CHOICE OF LAW. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas.
19. AUCTIONEER'S LIABILITY. Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder.
20. AGENT OF SELLER. The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent and not as an agent of the Buyer.
21. MEDIA RELEASE. Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this Auction, and to use the films, photographs, recordings, or other information about the Auction, including the sales price of the Property, for promotional or other commercial purposes.
22. REFUSAL OF SERVICE. Sudduth Realty, Inc. may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty, Inc.
23. FAIR HOUSING. Sudduth Realty, Inc. is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws.
24. CONTACT INFORMATION. Sudduth Realty, Inc. is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing.

Signature: Amanda J. Mosteller, Date: 7-3-2024

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____





Mold Notice, Disclosure, and Disclaimer

(Buyer and Seller)

Property Address: 4913 SW Boyer Rd. Eldorado KS 67042

1. **Seller's Disclosure:** To the best of Seller's actual knowledge, Seller represents:
 - a. The Property described above _____ has X has not been previously tested for molds:
(If the answer for 1.a. is "has not", then skip 1.b and 1.c and go to Section 2.)
 - b. The molds found _____ were _____ were not identified as toxic molds;
 - c. With regard to any molds that were found, measures _____ were _____ were not taken to remove those molds.

2. **Mold Inspection:** Molds, fungus, mildew, and similar organisms ("Mold Condition") may exist in the Property of which the Seller is unaware and has no actual knowledge. The Mold may have occurred in roofs, pipes, walls, plant pots, or where there has been flooding. A professional home inspection may not disclose Mold Conditions. As a result, Buyer may wish to obtain an inspection specifically for Mold Conditions to more fully determine the condition of the Property and this environmental status. Neither Seller's nor Buyer's agents are experts in the field of Mold Conditions and other related conditions and Buyer and Seller shall not rely on Broker or its agents for information relating to such conditions. Buyer is strongly encouraged to satisfy itself as to the condition of the property.

3. **Hold Harmless:** Buyer's decision to purchase the Property is independent of representation of the Broker or Broker's agent involved in the transaction regarding Mold Conditions. Accordingly, Buyer agrees to indemnify and hold Realty Executives Sudduth Realty, Inc. (Mark Sudduth Realty, Inc.) Broker(s), Transaction Broker, Agents, and Designated Agent(s) harmless in the event any Mold Conditions are present on the Property.

4. **Receipt of Copy:** Seller and Buyer have read and acknowledge receipt of a copy of this Mold Disclosure.

Professional Advice: Seller and Buyer acknowledge that they have been advised to consult with a professional of their choice regarding any questions or concerns relating to Mold Conditions or this Mold Disclosure.

Buyer Date

Amanda J. Matella 7-3-2024
Seller Date

Buyer Date

Seller Date

Real Estate Information



This database was last updated on 6/30/2024 at 8:05 PM

[Return to County Website](#) | [Log Out](#)

Parcel Details for 008-219-29-0-00-00-003.00-0 - Printer Friendly Version

|

Owner Information ⊗

Owner's Name (Primary): MOSTELLER, AMANDA JEAN
Mailing Address: 4913 SW Boyer Rd
El Dorado, KS 67042-8989

Property Address ⊗

Address: 4913 SW Boyer Rd
El Dorado, KS 67042

General Property Information ⊗

Property Class: Farm Homesite - F
Living Units: 1
Zoning:
Neighborhood: 007.0
Taxing Unit: 102

Deed Information ⊗

Document #	Document Link
2024-3123	View Deed Information
2010-0735	View Deed Information
D349-0328	View Deed Information
D349-0202	View Deed Information

Amanda J. Mosteller

Neighborhood / Tract Information	
Neighborhood:	007.0
Tract:	Section: 29 Township: 26 Range: 05E
Tract Description:	S29 , T26 , R05E , ACRES 37.8 , SE1/4 SE1/4 LESS ROW

Land Based Classification System	
Function:	Farming / ranch operation (with improvements)
Activity:	Farming, plowing, tilling, harvesting, or related activities
Ownership:	Private-fee simple
Site:	Dev Site - crops, grazing etc - with structures

Property Factors			
Topography:	Level - 1; Rolling - 4	Parking Type:	Off Street - 1
Utilities:	Public Water - 3; Well - 5; Septic - 6	Parking Quantity:	Adequate - 2
Access:	Semi Improved Road - 2	Parking Proximity:	On Site - 3
Fronting:	Secondary Street - 3	Parking Covered:	
Location:	Neighborhood or Spot - 6	Parking Uncovered:	

Appraised Values				
Tax Year	Property Class	Land	Building	Total
2024	Farm Homesite - F	27,200	60,300	87,500
2024	Agricultural Use - A	3,490	3,230	6,720
2023	Farm Homesite - F	27,200	59,700	86,900
2023	Agricultural Use - A	3,500	2,930	6,430
2022	Farm Homesite - F	23,800	60,460	84,260
2022	Agricultural Use - A	3,350	2,490	5,840
2021	Farm Homesite - F	21,600	57,040	78,640
2021	Agricultural Use - A	3,240	2,240	5,480

Market Land Information					
Type	Method	Area or Acres	Eff. Frontage	Eff. Depth	Est. Value
Regular Lot - 1	Acre	0.60			00
Influence #1:		Influence #2:		Influence Override:	
Factor:		Factor:		Depth Factor:	

Amranda J Mosteller

Residential Information



Building #: 1

Dwelling Information

Residence Type: Residential/Agricultural - 1
 Quality: AV
 Year Built: 1900
 Effective Year:
 MS Style: 2
 LBCS Structure: Detached SFR unit
 # of Units:
 Total Living Area:
 Calculated Area: 1,670
 Main Floor LA: 1,064
 Upper Floor LA %: 57.0
 CDU: AV-
 Phys / Func / Econ: AV- / N/A / N/A
 Ovr % Good / RCN: /
 Remodel:
 % Complete:
 Assessment Class:
 MU Class #1 / %: / MU Class #2 / %: / MU Class #3 / %: /

Component Sales Information

Architectural Style: Old Style
 Basement Type: Crawl - 2
 Total Rooms: 7
 Bedrooms: 3
 Family Rooms:
 Full Baths: 2
 Half Baths:
 Garage Capacity:
 Foundation: Block - 3

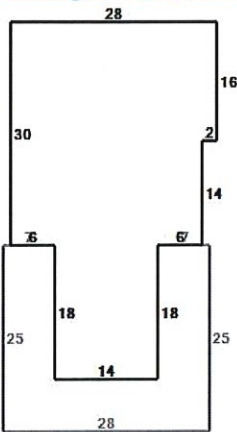
Residential Components

Code / Description	Units	Percentage	Quality	Year
Wood Deck with Roof Frame, Siding, Metal Composition Shingle	448	100		
Raised Subfloor Warmed & Cooled Air	1,670	100		
Plumbing Fixtures	8			
Plumbing Rough-ins	1			
Automatic Floor Cover Allowance				

Residential Information



Building #: 1 Sketch Vector



Black = Original
Gray = Wood Deck (SF) with Roof 1

Commercial Information [Information Not Available]



Other Building Improvement Information



Occup	MS Class	Rank	Quantity	Year Effective Built	LBCS	Area	Perim	Hgt	Dimensions		Stories	Phys Cond	Func	Econ	Ovr %	Reason	RCN LD	% Good	MS Value
									(L x W)	Area									
Tool Shed	D	AV	1	1975		160	52	8	16 x 10	1	FR	AV					4199	6	250
Components																			
Code	Code Description					Units		Percentage %	Area		Other	Rank		Year					
918								100											
649																			
Barn, General Purpose	D	FR	1	1900		1200	140	16	40 x 30	2	FR	AV					49608	6	2980
Components																			
Code	Code Description					Units		Percentage %	Area		Other	Rank		Year					
910								100											
649																			
Prefabricated Storage Shed	D	AV	1	1900		216	60	8	12 x 18	1	AV	AV					4987	7	350
Components																			

Amranda J. Mosteller

Code	Code Description	Units	Percentage %	Area	Other	Rank	Year
Prefabricated Storage Shed	D AV 1 1900	16	16	6	4 x 4	1	AV AV 676 7 50
Components							
Code	Code Description	Units	Percentage %	Area	Other	Rank	Year
Outbuildings	C AV 1 2005	10	8	11 x 18	1	AV AV 2940 14 410	
Components							
Code	Code Description	Units	Percentage %	Area	Other	Rank	Year
8090		198					

Agricultural Information

Agricultural Land

Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 270
Acres: 3.60	Well Depth:	Govt. Prgm:	Market Value: 11,510
Soil Unit: 3890	Acre Feet:	Base Rate: 76	
	Acre Feet/Ac:	Adjust Rate: 76	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 20
Acres: 0.20	Well Depth:	Govt. Prgm:	Market Value: 640
Soil Unit: 4671	Acre Feet:	Base Rate: 76	
	Acre Feet/Ac:	Adjust Rate: 76	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 2,580
Acres: 26.90	Well Depth:	Govt. Prgm:	Market Value: 109,190
Soil Unit: 4744	Acre Feet:	Base Rate: 96	
	Acre Feet/Ac:	Adjust Rate: 96	
Land Type: Native Grass - NG	Irrig. Type:	Adjust Code:	Use Value: 620
Acres: 6.50	Well Depth:	Govt. Prgm:	Market Value: 26,380
Soil Unit: 4746	Acre Feet:	Base Rate: 96	
	Acre Feet/Ac:	Adjust Rate: 96	

Agricultural Land Summary

Native Grass - NG Acres: 37.20	Total Land Acres: 37.20
	Total Land Use Value: 3,490
	Total Land Mkt Value: 147,720

This parcel record was last updated on 7/1/2024 at 6 am.

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Version: 3.0.0.07 : 01/16/2020

Amanda J Mosteller

ArcGIS Web Map





Broker/ Auctioneer

A BUYER'S GUIDE TO ANTICIPATING POSSIBLE AUCTION PURCHASE COSTS

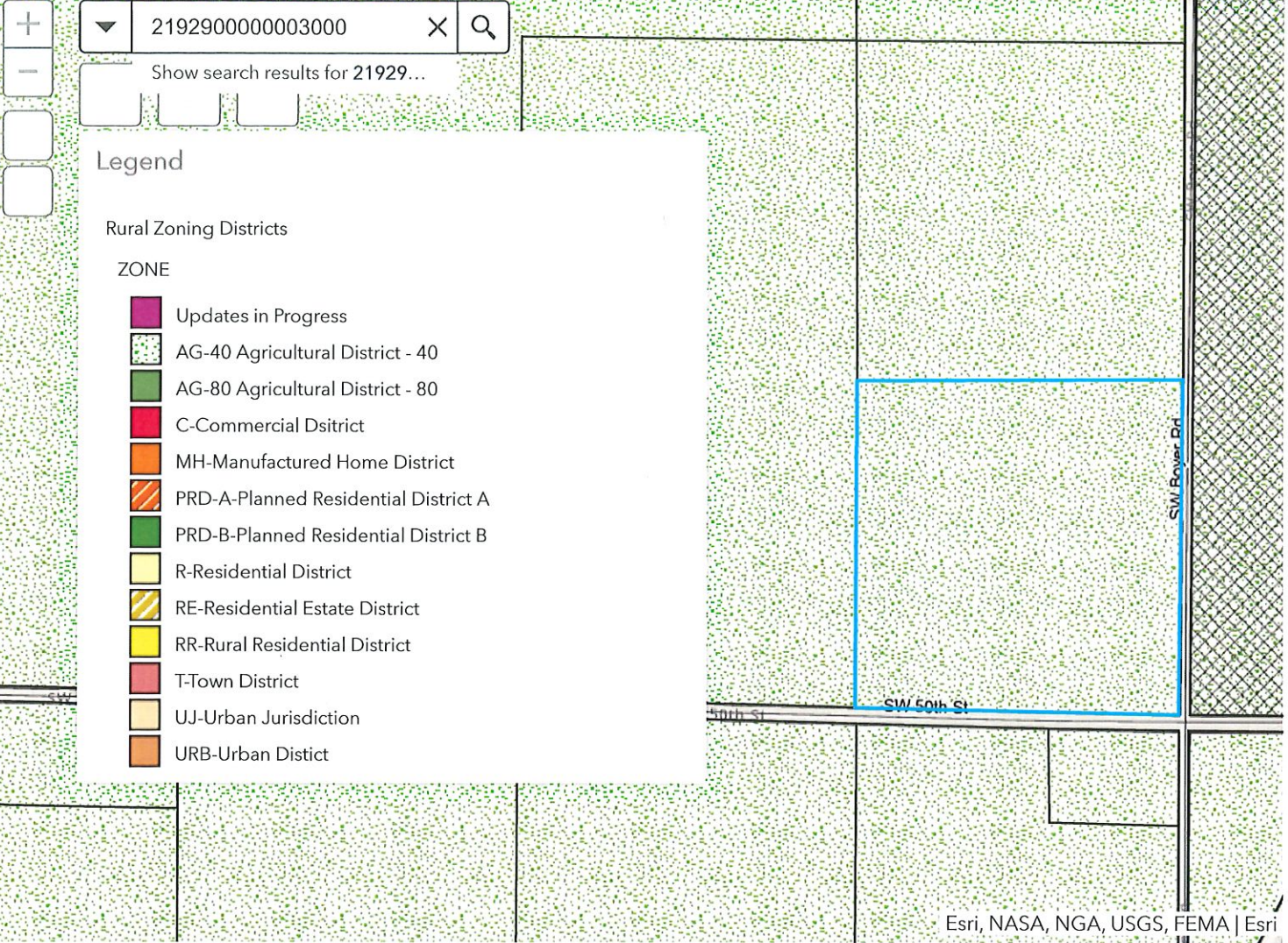
1. Buyer Premium: Typically, 10% of the high bid price, added to the contract price as an additional fee. Example \$100,000 High Bid + 10% Buyer Premium = \$110,000 Total Contract Price.
2. Financing Costs: If the buyer is financing the purchase, they should consider loan origination fees, appraisal costs, and any other financing-related charges. Always request an estimate of expenses from your lender if you are securing a loan.
3. Earnest Money Deposit: A percentage of the purchase price, usually 10% of the high bid, paid upfront to demonstrate the buyer's serious intent to purchase. Earnest Money is nonrefundable.
4. Inspection Costs: Fees associated with property inspections, which may include home inspections, pest inspections, and other relevant assessments.
5. Closing Costs: These include various fees such as 1/2 of owners title policy, 1/2 title company closing fees, escrow fees, and other charges associated with the transfer of ownership.
6. Property Taxes: Pro-rated property taxes may need to be paid by the buyer for the portion of the year they will own the property.
7. Homeowners Insurance Premium for the First Year.

It's important for potential buyers to carefully review the auction terms and conditions, as costs may vary depending on the specific auction and property. Additionally, you are always welcome to contact us at Sudduth Realty to ask questions and receive assistance with the auction purchase process.

Contact Information: Sudduth Realty @316-775-7717

Email: Mark@sudduthrealty.com














Website: <https://www.sudduthrealty.com/auctions-wichita-ks/>



Legend

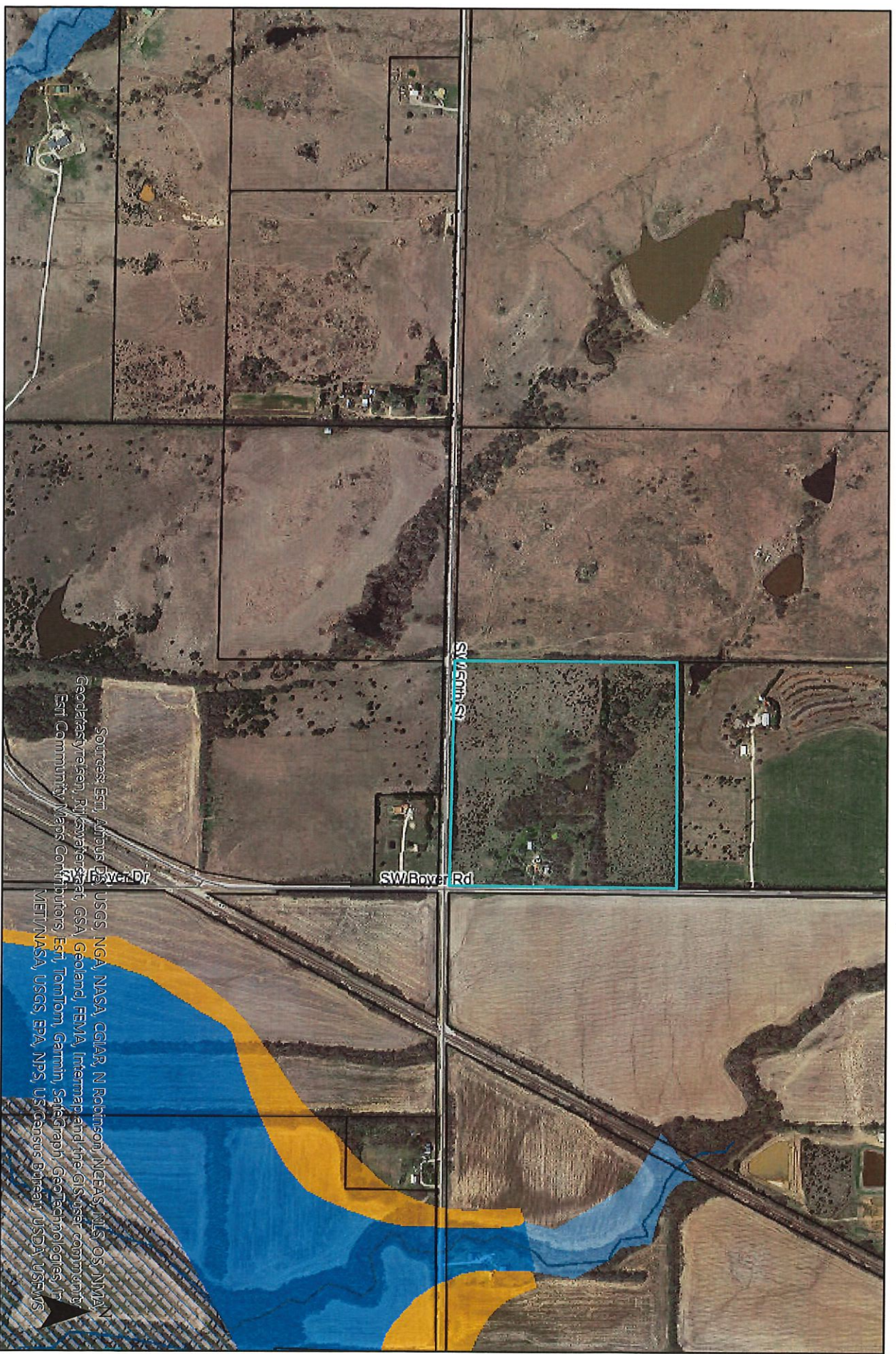
Rural Zoning Districts










ZONE

-  Updates in Progress
-  AG-40 Agricultural District - 40
-  AG-80 Agricultural District - 80
-  C-Commercial Dsitric
-  MH-Manufactured Home District
-  PRD-A-Planned Residential District A
-  PRD-B-Planned Residential District B
-  R-Residential District
-  RE-Residential Estate District
-  RR-Rural Residential District
-  T-Town District
-  UJ-Urban Jurisdiction
-  URB-Urban Distict

600ft

No Flood Plain 4913 SW Boyer



-  Parcel Data, BldgLL Condo
- Advisory Floodplains**
-  0.2% Annual Chance (500-year) Floodplain
-  1% Annual Chance (100-year) Floodplains with Depths Less than 1 foot
-  Future 1% Annual Chance (100-year) Floodplain
-  Levee Failure Inundation Area (100-year)
- Special Flood Hazard Area**
-  AH
-  AE, FLOODWAY
-  AE
-  A

Sources: Esri, Amicus, DeLorme, USGS, NGA, NASA, GMX, N Robinson, NCEAS, NIS, OS, MNM, Geodatasystems, RLS, Esri, Swire, Esri, GSA, Geoland, FEMA, Intermap and the GIS User community, Esri Community Maps Contributors, Esri, TomTom, Garmin, Swire, Esri, Geotechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

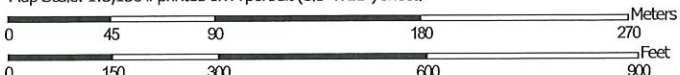
This map is intended for informational purposes only. It should not be used in lieu of a survey to determine property boundaries.

Soil Map—Butler County, Kansas



Soil Map may not be valid at this scale.

Map Scale: 1:3,150 if printed on A portrait (8.5" x 11") sheet.








































Map projection: Web Mercator Corner coordinates: WGS84 Edge ticks: UTM Zone 14N WGS84



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

-  Area of Interest (AOI)
-  Area of Interest (AOI)
- Soils**
-  Soil Map Unit Polygons
-  Soil Map Unit Lines
-  Soil Map Unit Points
- Special Point Features**
-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot
- Water Features**
-  Streams and Canals
- Transportation**
-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads
- Background**
-  Aerial Photography
-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Butler County, Kansas
 Survey Area Data: Version 21, Sep 12, 2023

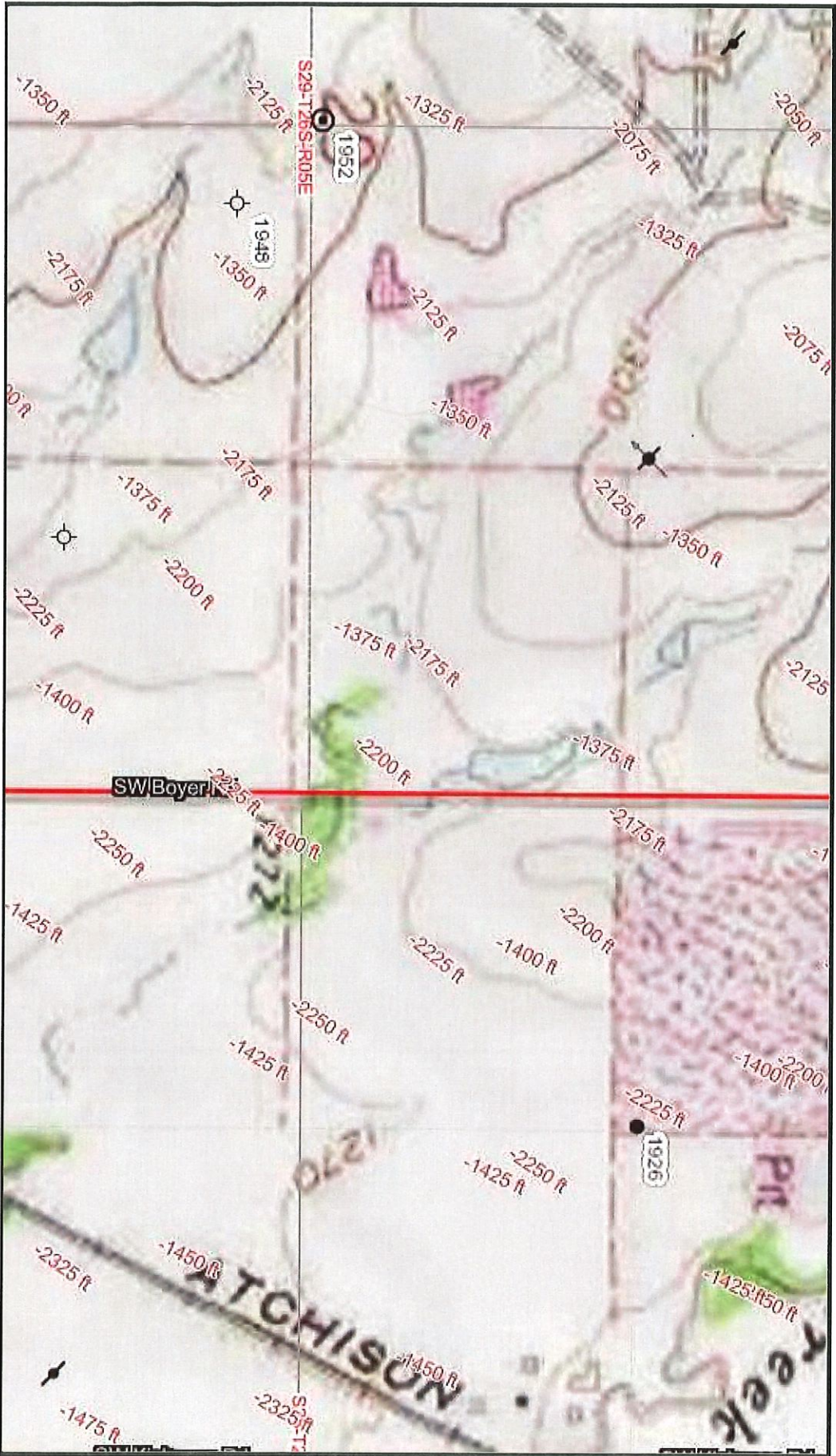
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 30, 2020—Jun 4, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3890	Ladysmith silty clay loam, 0 to 1 percent slopes	4.4	10.8%
4671	Irwin silty clay loam, 1 to 3 percent slopes	0.3	0.7%
4744	Labette-Dwight complex, 0 to 3 percent slopes	28.1	70.0%
4746	Labette-Sogn silty clay loam, 0 to 8 percent slopes	7.4	18.5%
Totals for Area of Interest		40.1	100.0%



Oil and Gas Wells

- Coal Bed Methane
- Coal Bed Methane, Plugged-Abandoned
- ⊕ Dry and Abandoned
- ⊕ Enhanced Oil Recovery
- ⊗ Enhanced Oil Recovery, Plugged-Abandoned
- ⊗ Gas
- ⊗ Gas, Plugged-Abandoned
- ⊗ Injection
- ⊗ Intert
- Location
- Oil and Gas
- ⊗ Oil and Gas, Plugged-Abandoned
- ⊗ Oil, Plugged-Abandoned
- ⊗ Oil and Gas
- ⊗ Other, Plugged-Abandoned
- △ Salt Water Disposal
- △ Salt Water Disposal, Plugged-Abandoned

7/1/2024

<https://maps.kgs.ku.edu/oilgas>