

In Re: Abdiana Properties, Inc.
TRUSTEE'S SALE - For default in payment of debt and performance of obligations due under a certain Promissory Note secured by a certain Amended and Restated Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents ("Deed of Trust"), dated April 27, 2012, and recorded on May 15, 2012, in the Recorder's Office for Jackson County, Missouri (the "Recorder"), as Document No. 2012E0052556, and executed by Abdiana Properties, Inc., a Missouri corporation ("Grantor"), as assigned by that certain Assignment of Amended and Restated Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated December 20, 2017, and recorded on December 21, 2017, with the Recorder, as Document No. 2017E0113501, the undersigned Successor Trustee will on the **2nd day of March, 2018, between the hours of 9 a.m. and 5 p.m., commencing at 2:00 p.m.**, at the North front door of the Jackson County Courthouse in the city of Kansas City, Missouri, sell at public vendue to the highest bidder for cash the following real estate described in said Deed of Trust:

THE EAST 185 FEET OF LOT 2, EXCEPT THE SOUTH 451 FEET, AND ALSO EXCEPT THE NORTH 15 FEET IN GREGORY BOULEVARD, MACKEY'S SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, ALSO BEING A PORTION OF PARCEL 1, AS SHOWN ON CERTIFICATE OF SURVEY RECORDED DECEMBER 30, 2008 AS DOCUMENT NO. 2008E0131648 IN BOOK S-12, PAGE 55.
(the "Land").

TOGETHER WITH the following property, rights, interest and estates now owned by Grantor (collectively with the Land, the "Property"):

(a) all of Grantor's right, title and interest in the buildings, structures, and other improvements now or hereafter existing, erected or placed on or under the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures of every kind and nature whatsoever now or hereafter owned by Grantor and used or procured for use in connection with Property (the "Improvements");

(b) all of Grantor's right, title and interest in the machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the Land or any part thereof and used or usable in connection with any present or future operation thereof including, without limitation, all heating, lighting, laundry, power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, tire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts, and compressors (the "Equipment");

(c) all and singular the tenements, hereditaments, easements, rights of way and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, of, in and to the same and of, in and to every part and parcel thereof;

(d) all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the above described real estate to the center line thereof;

(e) all the leases, subleases, income, rents, revenues, issues, deposits, receipts, profits and proceeds and accounts receivable generated from the leasing, use and operation, of the Land and the Improvements, to which Grantor may be entitled, whether now due, past due or to become due;

(f) all right, title and interest of Grantor in, to and under any and all contracts with respect to the Property;

(g) all insurance policies maintained by or for the benefit of Grantor with respect to the Property and/or the business of Grantor conducted in connection therewith, all premiums paid or due and payable thereunder and all proceeds paid or due and payable thereunder;

(h) all proceeds, compensation, awards, damages and other payments (collectively, "proceeds") paid or due and payable by any governmental or quasi-governmental authority or corporation on account of any taking in respect of the Property, including interest thereon, and the right to receive the same;

(i) all contracts of sale for the Property or any part thereof or interest therein and all sums paid or due and payable thereunder, including, without limitation, any and all earnest moneys and/or other deposits made or due and payable thereunder;

(j) all claims and/or choses in action of any kind whatsoever arising in tort, by contract or otherwise which Grantor now has or may at any time hereafter acquire with respect to the Property or any part thereof or interest therein or the business of Grantor conducted in connection therewith;

(k) all proceeds of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and

(l) all right, title and interest of Grantor (but not its obligations or liability), including without limitation (i) all building permits and other governmental licenses or permits for the Property, (ii) all trademarks, trade names, and logos used in connection with the Property, (iii) the plans and specifications for the Property, (iv) all contract rights owned by Grantor relating to the Property, and (v) any and all other agreements regarding the development, construction, leasing, management or operation of the Property.

The Property, both real and personal, will be sold by the Successor Trustee, on behalf of the legal holder of the Promissory Note and Deed of Trust, at the same time and place as the foregoing Successor Trustee's sale as part of the same sale, said holder having elected under Section 400.9-604 R.S.Mo. to proceed as to both the real property and the personal property in accordance with its rights and remedies in respect to the real property, and bids will be taken at said sale to cover all the foregoing Property as a whole, all to satisfy said debt and costs to the extent of the purchase price by the successful bidder at said combined sale.

Trustee Services, Inc.
Successor Trustee
11496418 Jackson Feb. 10, 2018