

**In Re: Ardiana 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. 2012E0052560, and executed by Ardiana 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. 2017E0113502, 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:

TRACT A, AS SHOWN ON THE CERTIFICATE OF SURVEY (RECORDED OCTOBER 10, 1983 IN BOOK S1, AT PAGE 205, AS DOCUMENT NO. K-582132) OF PART OF LOT 2, MACKEY'S SUBDIVISION, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, SAID TRACT A BEING MORE PARTICULARLY DESCRIBED IN SAID RECORDED CERTIFICATE OF SURVEY AS FOLLOWS:

THE NORTH 151 FEET OF THE SOUTH 451 FEET OF THE EAST 175 FEET OF LOT 2, EXCEPT THE NORTH 20 FEET OF THE WEST 40 FEET THEREOF, "MACKEY'S SUBDIVISION", A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2 THAT IS 300.00 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 151.56 FEET, MEASURED (DEED 151 FEET); THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 135.00 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID LOT 2, A DISTANCE OF 20.00 FEET; THENCE NORTH 89 DEGREES 16 MINUTES 47 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 40.00 FEET TO A POINT IN THE WEST LINE OF THE EAST 175 FEET OF SAID LOT 2; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 131.59 FEET, MEASURED (DEED 131.00 FEET) TO A POINT IN A LINE 300 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 17 MINUTES 17 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

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, AT PAGE 55.

AND ALL OF PARCEL 2, AS SHOWN ON CERTIFICATE OF SURVEY RECORDED DECEMBER 30, 2008 AS DOCUMENT NO. 2008E0131648 IN BOOK S-12, AT 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 TRUSTEE'S SALE price by the successful bidder at said combined sale.

Trustee Services, Inc.  
Successor Trustee  
11496410 Jackson Feb. 10, 2018