

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MO (LCRA)  
Urban Renewal Area — Single Family Home, Redevelopment Program

**PROCESS GUIDE & APPLICATION PACKET**

**Purpose**

To redevelop blighted property and increase the availability of affordable homes in designated Urban Renewal Areas, the Land Clearance for Redevelopment Authority (LCRA) has developed a process for the purpose of redevelopment incented by tax and special assessment LCRA ownership exemption whereby contractors and developers can partner with Kansas City, Missouri neighborhood organizations to acquire single-family homes free of encumbrances, governmental taxes and special assessments.

**Property Eligibility Requirements**

Properties must be physically located within an Urban Renewal Area. For a map of LCRA renewal areas visit: <http://maps.kcmo.org/apps/parcelviewer/> and use the Layers button to select "Urban Renewal".

**How the Program Works**

1. Neighborhood Organization acquires a single-family home located within its boundaries and identifies a party to rehabilitate the property.
2. The party rehabilitating the property provides the neighborhood organization a rehabilitation plan detailing repairs to be completed, projected costs, and timeline for completion.
3. Neighborhood organization enters into a signed and notarized, written agreement (Memorandum of Understanding) with that party providing for the complete rehabilitation of the property.
4. Neighborhood Organization completes pages 2 & 3 of this packet.
5. Party rehabilitating the property completes pages 4 & 5 of this packet.
6. Submit this packet along with the items listed below.
7. LCRA staff and the Board of Commissioners will review the application packet and approve or deny the request. If approved, LCRA will accept and convey the property to the applicant designated on page 4 of this packet. If denied, the deed will be rejected and returned to the Neighborhood Organization. **Please allow at least 30 days for application to be processed.**

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**PLEASE SUBMIT THIS FORM  
ALONG WITH THE FOLLOWING TO:**

**Economic Development Corporation of Kansas City  
Attn: Land Clearance for Redevelopment Authority  
1100 Walnut, Suite 1700  
Kansas City, Missouri 64106**

- Copy of the approved Rehabilitation Plan detailing repairs to be completed, projected costs, and timeline for completion.
- Copy of the signed and notarized Memorandum of Understanding between the Applicant and qualifying neighborhood organization.
- Copy of a Certificate of Good Standing from Missouri Secretary of State for **BOTH** the Neighborhood Organization **AND** the party rehabilitating the property (business & nonprofits only).
- **\$100 non-refundable** transfer fee payable to LCRA (certified check or money order).
- A signed, original deed conveying the nominated property from the qualifying Neighborhood Organization to the following grantee:

THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI, a public body corporate and politic duly organized under the laws of the state of Missouri ("LCRA"). The mailing address of said Grantee is 1100 Walnut, Suite 1700, Kansas City, MO 64106.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MO (LCRA)  
Urban Renewal Area — Single Family Home, Redevelopment Program

**RESPONSE TO LCRA REQUEST FOR QUALIFICATIONS**  
**APPLICATION FOR QUALIFYING NEIGHBORHOOD ORGANIZATIONS**

Once a neighborhood organization is approved by LCRA, it will remain in good standing for one year or unless standing is expressly revoked by the LCRA. **\*If this neighborhood organization has already received approval as a qualifying neighborhood organization by the LCRA, please skip to page 2.\***

**NEIGHBORHOOD ORGANIZATION INFORMATION:**

Full Legal Name of Entity: Indian Mound Neighborhood Association  
Authorized Representative & Title: Brandon C. Mason, Attorney  
Neighborhood Boundaries:  
NORTH: Gladstone SOUTH: Independence  
EAST: Belmont WEST: Jackson  
Mailing Address: P.O. Box 6660, City, State, Zip: Kansas City, Missouri 64123  
Phone: (816) 474-9868 ext. 4111 E-mail: Bmason@lawmo.org

For purposes of this application, a neighborhood organization is defined as:

Any organization performing community services or economic development activities in the State of Missouri **and**:

- (a) Holding a ruling from the Internal Revenue Service of the United States Department of the Treasury that the organization is exempt from income taxation pursuant to the provisions of the Internal Revenue Code; or
- (b) Incorporated in the State of Missouri as a not-for-profit corporation pursuant to the provisions of chapter 355, RSMo; or
- (c) Designated as a community development corporation by the United States government pursuant to the provisions of Title VII of the Economic Opportunity Act of 1964;

I attest that the neighborhood organization written above meets this definition, has attached written evidence of compliance with the above requirements, and thus qualifies as an organization eligible to nominate single-family homes for redevelopment through the LCRA.

Signature:  Date: 5/2/19

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MO (LCRA)  
Urban Renewal Area—Single Family Home, Redevelopment Program

**PROPERTY NOMINATION FORM**

**PROPERTY INFORMATION**

Complete Address: 415 North Elmwood Avenue, in Kansas City, Missouri 64123 Tax ID: 13-820-04-08-00-0-00-000

Situated within the following neighborhood: Indian Mound

**MANNER ACQUIRED BY NEIGHBORHOOD ORGANIZATION**

- Donation
- Purchase
- Court Order
- Other (if other, please explain): \_\_\_\_\_

Property Narrative

The property at 415 N Elmwood was identified as a blight upon the neighborhood by residents.

After contacting legal aid, the neighborhood determined that the property was abandoned housing act eligible. A Petition was filed on July 31, 2017, seeking title to the property through the abandoned housing act. The neighborhood was awarded temporary possession of the property on January 10, 2018.

The neighborhood entered in to an agreement with a rehabber, who unfortunately failed to deliver on their promised rehabilitation. Now, over a year later, due to the non-performance of the previous rehabber, the neighborhood retained a new rehabber, Jorge Lopez, to complete the rehabilitation. Mr. Lopez expects rehabilitation to be completed by July, 2019. Mr. Lopez intends to occupy the property once rehab is completed.

On April 29, 2019 the neighborhood obtained title to the property by order of the Jackson County, Missouri Circuit Court.

**NEIGHBORHOOD-APPROVED APPLICANT FOR REHABILITATION:**

Full Legal Name of Applicant (Individual or Business): Jorge Antonio-Lopez

Managing Member/Agent (Business ONLY): \_\_\_\_\_

Spouse's Full Name (Individual ONLY) N/A

Mailing Address: 315 Barat Ave City, State, Zip: Kansas City, Missouri 64123

Phone (816) 872-9567 E-mail: jorgealopez7866@gmail.com

Approved by LCRA: \_\_\_\_\_ Date: \_\_\_\_\_

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MO (LCRA)  
Urban Renewal Area—Single Family Home Rehabilitation Program

**REHABBER APPLICATION**

**APPLICANT INFORMATION**

Full Legal Name of Applicant (Individual or Business): Jorge Antonio-Lopez

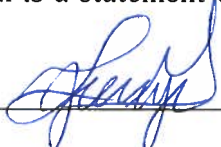
Managing Member/Agent (Business ONLY): \_\_\_\_\_

Spouse's Full Name (Individual ONLY) N/A

Mailing Address: 315 Barat Avenue City, State, Zip: Kansas City, Missouri 64123

Phone (816) 872-9567 E-mail: jorgealopez7866@gmail.com

To the best of my knowledge, the information provided in this application is true and in compliance with LCRA procedures. I understand that the LCRA will review this application and confirm that it is in compliance with these policies and procedures, as well as existing LCRA urban renewal plans. I also understand that this form is a statement of interest only and receiving it does not commit the LCRA to transfer property.

**Applicant Signature:**  Date: May-02-19

Note: If approved, Applicant will be given a special warranty deed with purchase. It is the responsibility of the purchaser to purchase title insurance if so desired. All property is conveyed, "as-is." Please allow at least 30 days for application to be processed.

**Approved by LCRA:** \_\_\_\_\_ Date: \_\_\_\_\_

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MO (LCRA)  
Urban Renewal Area- Single Family Home Rehabilitation Program

**AFFIDAVIT OF COMMUNITY ENGAGEMENT**

Now comes, Brandon C. Mason, Attorney (print name of individual)  
who having been duly sworn, states as follows:

- That s/he is either (check one):  
 (a) the duly authorized representative of the Applicant (print name of Applicant organization)  
Indian Mound Neighborhood Association  
 (b) The individual Applicant
- That Applicant is (check one):  
 (a) Individual  
 (b) Married  
 (c) For Profit Entity Registered with the Missouri Secretary of State  
 (d) Nonprofit Entity Registered with the Missouri Secretary of State
- That Applicant has met with the Neighborhood Association ("NA") where this property is located and has entered into a signed, written Memorandum of Understanding with this NA, outlining the scope, expectations, and manner in which rehabilitation of this property is to occur:  
 (a) Yes NA Name: Indian Mound Neighborhood Association  
 (b) No
- That Applicant does not own other property with delinquent taxes, unpaid special assessments, unabated code violations, or is otherwise delinquent in state or federal taxes  
 (a) Yes  
 (b) No

Further Affiant Sayeth Naught  
Signature: *Brandon C. Mason* Date: 5/2/19  
Printed Name: Brandon C. Mason  
Title (if applicable): Attorney for the Indian Mound Neighborhood Association

**ACKNOWLEDGEMENT**

STATE OF Missouri  
COUNTY OF Jackson

On this 2nd day of May 20 19 before me, the undersigned Notary Public appeared \_\_\_\_\_ to me known to be the same person described herein and who executed the foregoing Affidavit, and acknowledged that she/he executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last written above.



DIANE ELBERTH JIMENEZ  
My Commission Expires  
November 12, 2022  
Platte County  
Commission #18921353

*Diane E. Jimenez*  
Notary Public  
Diane Jimenez  
Printed Name of Notary Public

My commission expires:



May 20, 2019

Economic Development Corporation of Kansas City  
Attn: Land Clearance for Redevelopment Authority  
1100 Walnut, Suite 1700  
Kansas City, Missouri 64106

**Re: 415 N Elmwood Avenue, Kansas City, Missouri 64123 (the “Property”)**

Dear Gentilepersons,

I represented the Indian Mound Neighborhood Association (“**IMNA**”) and I am writing you on its behalf. IMNA has obtained title to the property located at 415 N. Elmwood Avenue, Kansas City, Missouri 64123 (the “**Property**”) pursuant to the Abandoned Housing Act, and has entered into an agreement with a community member who is currently rehabilitating the Property. The Property is located within the Indian Mound Neighborhood, whose boundaries are Gladstone on the north, Independence Avenue on the south, Belmont Avenue on the east, and Jackson on the west, all of which are in Kansas City, Jackson County, Missouri. The Property has been vacant for years, is a nuisance, and is blighted. The Property has a history of municipal code violations dating back to at least 2014. The Property exists within the Indian Mound Urban Renewal Area and is situated in a distressed market as determined by the City of Kansas City’s Market Value Analysis.

When IMNA gained possession of the property there remained \$5,139.34 in delinquent property taxes (“**Property Taxes**”). Additionally, as of May 20, 2019 there are also Kansas City assessments (“**City Assessments**”) due in the amount of \$1,857.24. Together, these governmental liens represent nearly \$7,000.00 in debt, all of which is the direct result of abandonment of the Property by the prior owner. Without clearance of these liens, rehabilitation is not economically feasible.

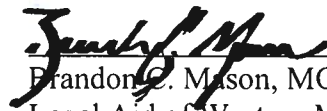
IMNA’s plan for rehabilitation of the Property was approved by the Circuit Court of Jackson County, Missouri and in accordance with said plan, entails rehabilitation of the space with intended occupancy as a single-family home. This Property is large and very distressed. The improvements to the Property will cost approximately \$50,000.00, at a minimum, and include interior demolition, asbestos abatement, structural repairs including all new plumbing, electrical, windows, doors, a new roof, a new heating and AC unit, and insulation, and cosmetic repairs including new floors, ceilings, walls, painting, and new fixtures. A scope of work, developed by the rehabber, detailing the repairs to be done and associated costs is attached to this letter. Additionally, photographs are included as attachments to this letter.

Pursuant to the Abandoned Housing Act, IMNA obtained from the Circuit Court of Jackson County, Missouri a Court Administrator's Deed on April 29, 2019. This deed extinguished prior ownership interests and encumbrances (except tax liens) and vested title in IMNA. Upon approval of the application for tax and lien clearance through the LCRA enclosed with this letter, IMNA proposes to convey the Property via quit claim deed to LCRA for the purpose of abating the liens of the Property Taxes and City Assessments from the Property.

By this letter, IMNA is requesting LCRA accept this pass through lien clearance because the project is not economically feasible if IMNA has to pay not only all the rehabilitation costs, but also the past due Property Taxes and City Assessments which accrued prior to IMNA obtaining title. The rehabilitation of the Property and the occupancy will greatly enhance the whole neighborhood as well as bring stability to a formerly vacant and blighted building.

On behalf of IMNA, I respectfully request LCRA's approval of the pass-through lien clearance procedure for the Property.

Sincerely,



Brandon C. Mason, MO Bar #69216

Legal Aid of Western Missouri

920 Southwest Boulevard

Kansas City, Missouri 64108

PHONE: (816) 474-9868

FAX: (816) 474-7575

[bmason@lawmo.org](mailto:bmason@lawmo.org)

Attorney for Indian Mound Neighborhood  
Association

Rehabilitation Plan for 415 N Elmwood Ave  
 Kansas City, MO 64123  
 By: Jorge Lopez  
 (816) 872-9567

Work Item	Cost Estimate	Anticipated Completion Date
<b>Exterior</b>		
Repair front and back porch	\$2,500.00	3 days
Repair all windows	\$7,000.00	2 days
Repair all siding	\$7,000.00	5 days
Repair gutters	\$1,500.00	1 day
Repair the fence	\$2,500.00	2 days
Repair the chimney	\$300.00	1 day
Repair entire roof	\$7,000.00	2 days
<b>Total Exterior</b>	<b>\$27,800.00</b>	<b>7 weeks total</b>
<b>Interior</b>		
Remove trash/ cleaning	\$500.00	3 days
Doors (install 5 doors)	\$750.00	1 day
Repair wood flooring	\$1,000.00	5 days
Sheetrock	\$1,000.00	5 days
Replace furnace & water heater	\$2,500.00	1 day
Air conditioner	\$2,100.00	2 days
Kitchen counters and sink	\$3,500.00	3 days
Plumbing repair	\$2,500.00	3 days
Toilet and bathroom counters and sink (2)	\$4,000.00	4 days
Painting	\$1,000.00	5 days
Electrical repair	\$2,500.00	3 days
<b>Total interior</b>	<b>\$21,350.00</b>	<b>8 weeks</b>

**TOTAL PROJECTED COSTS: \$ 49,150.00**



## AGREEMENT/ CONVENIO

Between/ Entre

Jorge Antonio Lopez/ Jorge Antonio Lopez /Propietarios Urbanos

And/ y

Indian Mound Neighborhood Association/ La Asociación del Vecindario Indian Mound

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This Memorandum of Understanding and Agreement ("MOU" or "Agreement") is made between **Jorge Antonio Lopez** ("REHABBER") and **Indian Mound Neighborhood Association**, a non-profit corporation, ("PLAINTIFF"), collectively "the parties." The parties agree that this MOU is a legally binding agreement enforceable under Missouri law.

Este Memorando de Entendimiento y el Acuerdo ("MOU" o "Acuerdo") se celebra entre **Jorge Antonio Lopez** ("RESTAURADOR") y la **Asociación del Vecindario Indian Mound**, una corporación sin fines de lucro ("DEMANDANTE"), de manera colectiva "las partes." Las partes acuerdan que el presente Memorando de Entendimiento es un acuerdo legalmente vinculante ejecutable a conformidad con la ley de Missouri.

### I. RECITALS/ CONSIDERANDO

(a) The INDIAN MOUND NEIGHBORHOOD ASSOCIATION is a Missouri non-profit entity, with the purpose of creating and helping to maintain a sustainable neighborhood by providing enhancement of housing opportunities, remediating blighted homes, safety and well being of the neighborhood through civic projects, educational opportunities, neighborhood preservation, and recreational activities that improve the quality of life for the neighborhood residents.

(a) LA ASOCIACIÓN DEL VECINDARIO INDIAN MOUND es una Missouri estatal sin fines de lucro, con el propósito de crear y ayudar a mantener un entorno sostenible, proporcionando un mejoramiento de las oportunidades de vivienda, restauración de viviendas deterioradas, la seguridad y el bienestar del vecindario a través de proyectos cívicos, oportunidades de educación, preservación del vecindario y las actividades recreativas que mejoren la calidad de vida de los vecinos del vecindario.

(b) The boundaries of INDIAN MOUND NEIGHBORHOOD ASSOCIATION are Belmont Avenue on the east, Jackson Avenue on the west, Gladstone Boulevard on the north,

and Independence Avenue on the south, all of which are in Kansas City, Jackson County, Missouri.

(b) Los límites de la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND son Belmont Avenue al este, Jackson Avenue al oeste, Gladstone Boulevard al norte, e Independence Avenue al sur, todos los cuales están en Kansas City, Condado de Jackson, Missouri.

(c) Jorge Antonio Lopez is an individual who has an interest in living in the neighborhood and in the rehabilitation of existing blighted homes in Kansas City.

(c) Jorge Antonio Lopez es un individuo que tiene un interés en vivir en el vecindario y en la restauración de viviendas deterioradas existentes en Kansas City.

(d) INDIAN MOUND NEIGHBORHOOD ASSOCIATION and Jorge Antonio Lopez are dedicated to neighborhood preservation, repairing houses in bad condition, and providing better housing opportunities for the residents of the area. This MOU is intended to provide terms to a partnership between INDIAN MOUND NEIGHBORHOOD ASSOCIATION and Jorge Antonio Lopez that will result in the repair of a house in bad condition and that will ultimately be the home and residence of Jorge Antonio Lopez.

(d) La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND y Jorge Antonio Lopez se dedican a la conservación de los vecindarios, la reparación de viviendas en mal estado, y de ofrecer mejores oportunidades de vivienda para los residentes de la zona. Este Memorándum de Entendimiento (MOU) intenta brindar los términos de la colaboración entre la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND y Jorge Antonio Lopez que resultará en la reparación de una casa en mal estado y que en última instancia será el hogar y residencia de Jorge Antonio Lopez.

(e) The Property subject to the terms of this agreement, located at **415 N Elmwood Avenue**, Kansas City, Missouri Jackson County, is legally described as:

**NORTH BURGE PARK LOT 7 BLK 13**, a Subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

(e) La propiedad sujeta a los términos de este acuerdo, ubicada en **415 N Elmwood Avenue**, Kansas City, Missouri Jackson County, se describe legalmente como:

**NORTH BURGE PARK LOT 7 BLK 13**, A Subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

## II. BACKGROUND/ ANTECEDENTES

INDIAN MOUND NEIGHBORHOOD ASSOCIATION identified the Property as one that is vacant and abandoned in the Indian Mound neighborhood. INDIAN MOUND NEIGHBORHOOD ASSOCIATION believes the City of Kansas City Neighborhood and Community Services Department made a good faith attempt to notify the record owners of the Property, "Defendants", of the existing nuisance conditions and code violations. To the knowledge of INDIAN MOUND NEIGHBORHOOD ASSOCIATION, Defendants did not respond to the City's notices nor abate or repairs the violations. INDIAN MOUND NEIGHBORHOOD ASSOCIATION has filed a lawsuit pursuant to the Missouri Abandoned Housing Act (§§ 447.620 to 640, RSMo). INDIAN MOUND NEIGHBORHOOD ASSOCIATION will be the named Plaintiff in the lawsuit. The goal of the lawsuit is for the Property to be repaired and put back into productive use. Jorge Antonio Lopez is not intended to be a party to this lawsuit, and is not a client of INDIAN MOUND NEIGHBORHOOD ASSOCIATION's legal counsel.

La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND identificó la propiedad como vacante y abandonada en el vecindario de Indian Mound. La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND cree que el Departamento de Servicios a la Comunidad y Vecindarios de la ciudad de Kansas City hizo un intento de buena fe de notificar al titular registrado de la propiedad, "los Demandados," de las condiciones de incomodidad existentes y las infracciones al código. Para el conocimiento de la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND, los Demandados no respondieron a las notificaciones de la Ciudad, ni eliminaron o repararon las infracciones. La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND presentó una demanda en virtud de la Ley de Vivienda Abandonada de Missouri (§§ 447.620-.640, RSMo) y va a estar el Demandante nombrado en la demanda. El objetivo de la demanda es para que la propiedad sea reparada y puesta nuevamente en uso productivo. No se espera que Jorge Antonio Lopez sean parte en esta demanda, y no son clientes del abogada/o de la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND.

In an effort to ensure that the Property is repaired and that possession, and ultimately title, is transferred to a responsible owner, INDIAN MOUND NEIGHBORHOOD ASSOCIATION enters into this MOU with Jorge Antonio Lopez.

En un esfuerzo para garantizar que la propiedad sea reparada y que la posesión, y finalmente el título, sean transferidos a un dueño responsable, la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND entra en este MEMORANDO DE ENTENDIMIENTO (MOU) con Jorge Antonio Lopez.

**III. PLAINTIFF'S AND REHABBER'S RESPONSIBILITIES UNDER THIS MOU:/  
LAS RESPONSABILIDADES DEL DEMANDANTE Y DEL RESTAURADOR  
BAJO ESTE MEMORANDO DE ENTENDIMIENTO (MOU):**

BOTH PARTIES agree to the following:

AMBAS PARTES se comprometen a lo siguiente:

(a) The President of INDIAN MOUND NEIGHBORHOOD ASSOCIATION is the contact person for INDIAN MOUND NEIGHBORHOOD ASSOCIATION, and will make all final decisions related to the property.

(a) El Presidente de la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND es la persona de contacto para ASOCIACIÓN DEL VECINDARIO INDIAN MOUND, y tomará todas las decisiones finales relacionadas con la propiedad.

(b) Jorge Antonio Lopez will inspect the exterior and interior of the Property and prepare a plan to repair the Property to submit to INDIAN MOUND NEIGHBORHOOD. **The plan must include a list of items needing repair, the estimated cost of each item of repair, and a time schedule (not to exceed nine months)** for completion of repairs. Jorge Antonio Lopez is only able to enter the Property after INDIAN MOUND NEIGHBORHOOD ASSOCIATION has been granted permission by the Court for entry. Jorge Antonio Lopez will be trespassing if he enters the Property before the Court grants permission. Jorge Antonio Lopez will present the plan to INDIAN MOUND NEIGHBORHOOD ASSOCIATION for prompt review, no later than 30 days after the interior inspection.

(b) Jorge Antonio Lopez inspeccionará el exterior y el interior de la Propiedad y elaborará un plan para reparar la Propiedad para presentar LA ASOCIACIÓN DEL VECINDARIO DE INDIAN MOUND. **El plan debe incluir una lista de elementos que necesitan reparación, el costo estimado de cada elemento de la reparación, y un plazo (no superior a nueve meses)** para la terminación de las reparaciones. Jorge Antonio Lopez solamente puede entrar a la propiedad una vez que el Tribunal haya concedido el permiso de

entrada a la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND. Jorge Antonio Lopez estará entrando sin autorización si él entra a la propiedad antes que el Tribunal haya concedido el permiso. Jorge Antonio Lopez presentará el plan a LA ASOCIACIÓN DEL VECINDARIO INDIAN MOUND para una pronta revisión, no más tarde de 30 días después de la inspección interior.

(c) After the plan is approved by INDIAN MOUND NEIGHBORHOOD ASSOCIATION, it will be presented to the Court at a hearing. The rehabilitation plan is subject to Court approval; no repairs on the Property can begin until the Court grants approval.

(c) Después de que el plan sea aprobado por la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND, será presentado al Tribunal en una audiencia. El plan de restauración está sujeto a la aprobación del Tribunal, ninguna reparación en la propiedad pueden comenzar hasta que el Tribunal otorgue su aprobación.

(d) Jorge Antonio Lopez will be totally responsible for the full repairs of the Property. The entire cost of repairing the Property per the Court approved plan will be the responsibility of Jorge Antonio Lopez. **INDIAN MOUND NEIGHBORHOOD ASSOCIATION will not be responsible for doing or paying for any work.**

(d) Jorge Antonio Lopez será totalmente responsable de la reparación completa de la propiedad. El costo total de la reparación de la Propiedad según el plan aprobado por el Tribunal será la responsabilidad de Jorge Antonio Lopez. **La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND no será responsable de hacer o pagar por cualquier trabajo.**

(e) Jorge Antonio Lopez may complete the repairs using his own funds, or his own free labor, or donations or labor or materials from others.

(e) Jorge Antonio Lopez puede completar las reparaciones con sus propios fondos, o su propia mano de obra gratuita, donaciones o mano de obra o materiales de otros.

(f) Jorge Antonio Lopez agrees that the rehabilitation **will comply with all city code and licensing requirements** and will provide INDIAN MOUND NEIGHBORHOOD ASSOCIATION with copies of all such certifications and permits, if requested.

(f) Jorge Antonio Lopez está de acuerdo en que la restauración **deberá cumplir con todos los códigos de la ciudad y los requisitos de licencia** y proporcionar a la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND copias de todas las certificaciones y permisos, si así lo solicita.

(g) Jorge Antonio Lopez agrees to **complete repairs within nine months after the date of this agreement**. In the event that the repairs cannot be completed within nine months, Jorge Antonio Lopez may ask INDIAN MOUND NEIGHBORHOOD ASSOCIATION to approve in writing a later completion date.

(g) Jorge Antonio Lopez se compromete **completar las reparaciones dentro de los nueve meses posteriores a la fecha de este acuerdo**. En el caso de que las reparaciones no puedan realizarse en los nueve meses, Jorge Antonio Lopez puede pedir a la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND aprobar por escrito una fecha de finalización posterior.

(h) Jorge Antonio Lopez is responsible for all of the taxes, city assessments, and other liens on the Property at the time title is transferred (this includes all taxes, assessments, and liens that are currently due or become due during lawsuit). INDIAN MOUND NEIGHBORHOOD ASSOCIATION will not be responsible for the any of the above listed costs.

(h) Jorge Antonio Lopez es responsables de todos los impuestos, tarifas municipales y otros gravámenes sobre la propiedad en el momento en que se transfiera el título (esto incluye todos los impuestos, contribuciones y gravámenes que vencen actualmente o vencen durante la demanda actualmente). La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND no será responsable de ninguno de los costos arriba mencionados.

(i) INDIAN MOUND NEIGHBORHOOD ASSOCIATION will not be responsible for any damage or claims to the Property that occurs during the repairs or occupancy of the Property.

(i) La ASOCIACIÓN DEL VECINDARIO INDIAN MOUND ASOCIACIÓN no se hace responsable de los daños o reclamaciones a la propiedad que se produzcan durante las reparaciones u ocupación de la Propiedad.

(j) Should Jorge Antonio Lopez withdraw from this MOU at any time before the completion of the Property repairs and termination of this contract, the INDIAN MOUND NEIGHBORHOOD ASSOCIATION has no obligation to reimburse or otherwise “make whole” Jorge Antonio Lopez for any expenses or investment incurred for any work done to the Property and will seek to replace Jorge Antonio Lopez with another rehabber to comply with the MOU and the statutory requirements of the Abandoned Housing Act.

(j) En caso de que Jorge Antonio Lopez decida retirarse de este MOU en cualquier momento antes de que las reparaciones sean completadas y el termino de este contrato, LA ASOCIACION DEL VECINDARIO INDIAN MOUND no tiene ninguna obligación de

reembolsar o restituir Jorge Antonio Lopez por cualquier gasto o inversión incurridos por cualquier trabajo hecho a la Propiedad y buscara reemplazar Jorge Antonio Lopez con otro restaurador que cumpla con el MOU y los requerimientos estatutarios del Acto de Vivienda Abandonada.

(k) Should Jorge Antonio Lopez fail to comply with the statutory requirements of the Abandoned Housing Act or with any term of this MOU, INDIAN MOUND NEIGHBORHOOD ASSOCIATION has the authority to terminate this MOU, and transfer rehabilitation of the Property to another rehabber with no obligation to reimburse or otherwise “make whole” Jorge Antonio Lopez for any expenses or investment incurred for any work done to the Property.

(k) En caso de que Jorge Antonio Lopez falle en cumplir los requerimientos estatutarios del Acto de Vivienda Abandonada o cualquier termino de este MOU, INDIAN MOUND tiene la autoridad de terminar este MOU, y transferir la rehabilitación de la Propiedad a otro restaurador sin obligación alguna de reembolsar o restituir a Jorge Antonio Lopez por cualquier gasto o inversión incurrida por cualquier trabajo hecho a la Propiedad.

(l) Jorge Antonio Lopez is responsible for paying the Court costs, filing fees, cost of interpreters certified to interpret in court, and the cost of the title commitment. Jorge Antonio Lopez is also responsible for all costs associated in recording legal documents, including but not limited to, the deed transferring title to Jorge Antonio Lopez.

(l) Jorge Antonio Lopez es responsable de pagar las costas del Tribunal, el costo de los intérpretes jurados de la Tribunal, las tasas de presentación, y el costo del compromiso de título Jorge Antonio Lopez también son responsable de todos los costos asociados en la registración de documentos legales, incluyendo, pero no limitado a, la escritura de transferencia de título a Jorge Antonio Lopez.

(m) Jorge Antonio Lopez will keep records of all expenses paid and the value of any donation received during the repairs of the Property. Jorge Antonio Lopez shall submit reports on the first of each month to INDIAN MOUND NEIGHBORHOOD ASSOCIATION’s attorney (Brandon C. Mason, 920 Southwest Boulevard, Kansas City, Missouri 64108 or Legal Aid of Western Missouri representative) until repair work is complete.

(m) Jorge Antonio Lopez mantendrá los registros de todos los gastos pagados y el valor de cualquier donación recibida durante la reparación de la Propiedad. Jorge Antonio Lopez presentará los informes el primer día de cada mes a la abogada de la ASOCIACIÓN DEL

VECINDARIO DE INDIAN MOUND (Brandon C. Mason, 920 de Southwest Boulevard, Kansas City, Missouri 64108 o a un representante de Legal Aid of Western Missouri) hasta que los trabajos de reparación se hayan completado.

(n) When the repair work is completed and Jorge Antonio Lopez has resided in the Property for two (2) years, INDIAN MOUND NEIGHBORHOOD ASSOCIATION agrees to promptly release the Deed of Trust on Property. INDIAN MOUND NEIGHBORHOOD ASSOCIATION **makes no warranty of title**. A fee of One Dollar shall be paid by Jorge Antonio Lopez to INDIAN MOUND NEIGHBORHOOD ASSOCIATION for transfer of Property to Jorge Antonio Lopez.

(n) Cuando se haya completado el trabajo de reparación e Jorge Antonio Lopez haya vivido en la Propiedad por dos (2) años, LA ASOCIACIÓN DEL VECINDARIO DE INDIAN MOUND se compromete a transferir rápidamente el título de la Propiedad, a través de una escritura de traspaso al RESTAURADOR. LA ASOCIACIÓN DEL VECINDARIO DE INDIAN MOUND **no ofrece garantía de título**. Una tarifa de Un Dólar será pagada por Jorge Antonio Lopez a LA ASOCIACIÓN DEL VECINDARIO DE INDIAN MOUND para la transferencia de la Propiedad a Jorge Antonio Lopez.

(o) After title is transferred to Jorge Antonio Lopez from INDIAN MOUND NEIGHBORHOOD ASSOCIATION, Jorge Antonio Lopez will live in the Property for a period of not less than two years.

(o) Después que el título sea transferido a Jorge Antonio Lopez de la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND, Jorge Antonio Lopez vivirá en la propiedad por un período de no menos de dos años.

#### **IV. MISCELLANEOUS PROVISIONS/ OTRAS DISPOSICIONES**

(a) Assignment: Both parties agree that neither party has the authority to transfer or delegate its rights or obligations to another person or organization under this MOU without the prior written consent of the other party.

(a) Asignación: Ambas partes acuerdan que ninguna de las partes tiene la autoridad para transferir o delegar sus derechos u obligaciones a otra persona u organización en virtud de este Memorando de Entendimiento (MOU) sin el consentimiento previo por escrito de la otra parte.



(b) Term: This MOU shall be effective and binding as of the effective date below and shall remain in effect until the expiration of the one year period described in Section III above.

(b) Plazo: Este Memorando de Entendimiento (MOU) será efectivo y vinculante a partir de la fecha de vigencia de abajo y permanecerá en vigor hasta la expiración del período de un año descrito en la Sección III.

(c) "Referral Fees" for Properties are not charged nor authorized by Legal Aid of Western Missouri or the INDIAN MOUND NEIGHBORHOOD ASSOCIATION; Jorge Antonio Lopez' costs to acquire the Property are defined and outlined within this contract.

(c) "Cuotas de Referencia" por Propiedades no son cobradas ni autorizadas por Legal Aid of Western Missouri o por INDIAN MOUND; los gastos y costo de Jorge Antonio Lopez para adquirir la Propiedad son definidos y explicados en este contrato.

(d) The parties acknowledge that all expenses paid during the pendency of this lawsuit and for rehabilitation are subject to the terms and provisions enumerated in the Abandoned Housing Act. This includes, but is not limited to, the Property owner filing a motion to regain possession of the Property after temporary possession has been granted to INDIAN MOUND NEIGHBORHOOD ASSOCIATION and prior to the transfer of title to INDIAN MOUND NEIGHBORHOOD ASSOCIATION. In the event that the Property owner files a motion to regain possession and the Court orders reimbursement of paid expenses, Jorge Antonio Lopez and INDIAN MOUND NEIGHBORHOOD ASSOCIATION **acknowledge that only those expenses reported to and approved by the Court, and paid by the Defendant, will be reimbursed to Jorge Antonio Lopez.**

(d) Las partes reconocen que todos los gastos pagados durante la tramitación de esta demanda y para la restauración están sujetos a los términos y disposiciones enumeradas en la Ley de Vivienda Abandonada. Esto incluye, pero no está limitado a, el dueño de la propiedad presenta una moción para recuperar la posesión de la propiedad después que la posesión temporal se haya concedido a la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND y antes que la transferencia del título a la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND. En el caso de que el propietario presente una moción para recuperar la posesión y el Tribunal ordene el reembolso de los gastos pagados, Jorge Antonio Lopez y la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND **reconocen que sólo los gastos registrados y aprobados por el Tribunal, y pagados por el Demandado, serán reembolsados a Jorge Antonio Lopez.**

(e) The parties further acknowledge that if the Defendant is in default and temporary possession is granted by the Court, under Missouri law, Defendant has one year to challenge the default judgment and move to have it set aside.

(e) Las partes reconocen, además, que si el Demandado está en rebeldía y en posesión temporal concedida por el Tribunal, en virtud de la ley de Missouri, el Demandado tiene un año para impugnar la sentencia en rebeldía y rechazarla.

(f) This MOU represents the entire agreement and understanding between INDIAN MOUND NEIGHBORHOOD ASSOCIATION and Jorge Antonio Lopez regarding the subject matter hereof, and supersedes and replaces any and all prior and contemporaneous agreements, representations, and understandings regarding said subjects. This MOU is executed without any reliance on any promise, warranty, or representations by any party hereto or representative of any party hereto other than those expressly contained in this MOU.

(f) Este Memorando de Entendimiento (MOU) representa la totalidad del convenio y el entendimiento entre la ASOCIACIÓN DEL VECINDARIO INDIAN MOUND y Jorge Antonio Lopez en relación con el asunto del presente informe, y reemplaza cualquier y todos los acuerdos anteriores y contemporáneos, representaciones y entendimientos con respecto a dichos asuntos. Este Memorando de Entendimiento (MOU) se ejecuta sin ningún tipo de dependencia de cualquier promesa, garantía o declaración por cualquiera de las partes o el representante de cualquiera de las partes que no sean los expresamente contenidos en este Memorando de Entendimiento (MOU).

(g) This MOU shall be binding upon and inure to the benefit of the successors and assigns of INDIAN MOUND NEIGHBORHOOD ASSOCIATION and Jorge Antonio Lopez (subject to the terms for assignment noted in Section VII (a)).

(g) Este Memorando de Entendimiento (MOU) será vinculante y redundará en beneficio de los sucesores y cesionarios de ASOCIACIÓN DEL VECINDARIO INDIAN MOUND y Jorge Antonio Lopez (sujeto a los términos de asignación indicados en la Sección VII (a)).

(h) The parties stipulate that this Agreement may be executed by facsimile and in one or more counterparts, each of which shall be an original, but which together shall constitute one document.

(h) Las partes establecen que el presente Acuerdo podrá ser ejecutado por fax y en uno o varios ejemplares, cada uno de los cuales será un original, pero que en conjunto constituirán un solo documento.

(i) The parties acknowledge that this MOU is contractual. The parties further acknowledge that they have carefully read this MOU, know and understand the terms hereof, and fully and voluntarily accept those terms.

(i) Las partes reconocen que este Memorando de Entendimiento (MOU) es contractual. Las partes reconocen, además, que han leído atentamente el presente Memorando de Entendimiento (MOU), conocen y comprenden los términos del mismo, y aceptan esos términos completamente y voluntariamente.

(j) At the election of the Indian Mound Neighborhood Association, the Indian Mound Neighborhood Association may require Jorge Antonio Lopez to grant a Deed of Trust to and for the benefit of the Indian Mound Neighborhood Association encumbering the property at 415 N Elmwood Avenue with one or more of the terms included in this MOU, as a condition to the transfer of property from the Indian Mound Neighborhood Association to Jorge Antonio Lopez.

(j) En la elección de la Asociación de Vecindario Indian Mound, la Asociación del Vecindario Indian Mound puede requerir a Jorge Antonio Lopez que otorgue una hipoteca a la Asociación del Vecindario Indian Mound que grave la propiedad en 415 N Elmwood Avenue con una o más de los términos incluidos en este MOU, como condición para la transferencia de propiedad de Indian Mound a Jorge Antonio Lopez.

(k) In the event of a conflict between the English and Spanish versions of this MOU, the English version will control.

(k) En dado caso de un conflicto entre las versiones en inglés y español de este MOU, la version inglesa controlará.

#### **V. EFFECTIVE DATE AND SIGNATURE/ FECHA DE VIGENCIA Y FIRMA.**

This MOU shall be effective upon the signature of Jorge Antonio Lopez and an authorized agent of INDIAN MOUND NEIGHBORHOOD ASSOCIATION. The parties indicate agreement with this MOU in its entirety by their signatures.

Este Memorando de Entendimiento entrará en vigencia una vez firmado por Jorge Antonio Lopez y un agente autorizado de la ASOCIACIÓN DEL VECINDARIO INDIAN

MOUND. Las partes están de acuerdo con este Memorando de Entendimiento en su totalidad a través de sus firmas.

INDIAN MOUND NEIGHBORHOOD ASSOCIATION,  
LA ASOCIACIÓN DEL VECINDARIO INDIAN MOUND,

By/Por: [Handwritten Signature] [sign]  
Bryan Stalder, President

Date/Fecha: 3/25/19

**MISSOURI ACKNOWLEDGEMENT/ RECONOCIMIENTO**

STATE OF MISSOURI )  
COUNTY OF ~~JACKSON~~ PLATTE )

On this 25<sup>th</sup> day of March 2019, before me, Diane Jimenez, a Notary Public in and for said state, personally appeared Bryan Stalder, President of Indian Mound Neighborhood Association, known to me to be the person who executed the within Memorandum of Understanding and Agreement, on behalf of said non-profit corporation and acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State the day and year in this certificate above written.



DIANE ELIBERTH JIMENEZ  
My Commission Expires  
November 12, 2022  
Platte County  
Commission #18921353

Diane E. Jimenez  
Notary Public in and for said County and State

Diane E Jimenez  
(Print Notary Name)

Rehabber/ Jorge Antonio Lopez  
Restaurador/ Jorge Antonio Lopez

By/Por: [Signature] [signature/ firma]

Jorge A. Lopez [print/ escribir]

Date/Fecha: 3-25-19

**MISSOURI ACKNOWLEDGEMENT/ RECONOCIMIENTO**

STATE OF MISSOURI )  
COUNTY OF JACKSON )

On this 25<sup>th</sup> day of March 2019, before me, Edwin Sagastume,  
a Notary Public in and for said state, personally appeared Jorge Antonio Lopez, known to me to  
be the person who executed the within Memorandum of Understanding and Agreement and  
acknowledged to me that he executed the same for the purposes therein stated.

Witness my hand and Notarial Seal subscribed and affixed in said County and State the day  
and year in this certificate above written.



EDWIN SAGASTUME  
My Commission Expires  
March 28, 2021  
Jackson County  
Commission #16893331

[Signature]

Notary Public in and for said County and State

Edwin Sagastume  
(Print Notary Name)

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

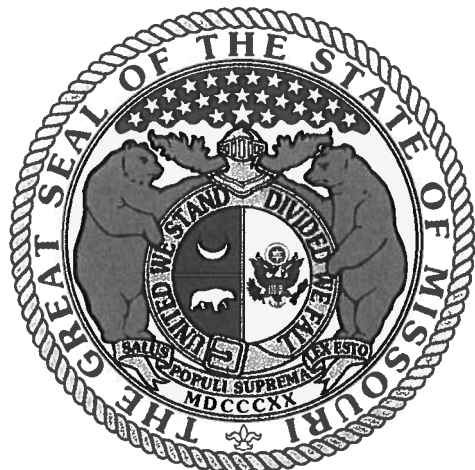
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***INDIAN MOUND NEIGHBORHOOD ASSOCIATION***  
***N00057100***

was created under the laws of this State on the 4th day of August, 1997, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 29th day of May, 2019.


  
Secretary of State



Certification Number: CERT-05292019-0097

29-Apr-2019 09:57

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

CIRCUIT COURT OF JACKSON COUNTY, MO  
BY 

INDIAN MOUND NEIGHBORHOOD )  
ASSOCIATION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ANTHONY (TONY) CRAIG CORKINS, *et* )  
*al.* )  
 )  
Defendants. )

Case No. 1716-CV18373

Div. 18

**FINAL JUDGMENT AND ORDER FOR COURT ADMINISTRATOR'S DEED**

This matter came before this Court pursuant to a Motion for Final Judgment and Order for Court Administrator's Deed filed by Plaintiff, Indian Mound Neighborhood Association (the "Plaintiff"), on the 11<sup>th</sup> day of April, 2019. The Defendants Anthony (Tony) Craig Corkins; Nicholas Baker; Evelyn Talley, deceased, her unknown heirs, devisees, grantees, legatees, assignees, alienees, administrators, executors, guardians, mortgagees, trustees, and legal representatives; all of the unknown heirs, devisees, grantees, assigns, donees, alienees, legatees, administrators, executors, guardians, mortgagees, trustees, and legal representatives and all other persons, corporations or successors claiming by, through or under any one or more of the aforementioned defendants; and all other persons and entities unknown, claiming any right, title, estate, lien, or interest in the real property described in Plaintiff's Petition, adverse to Plaintiff's ownership, or any cloud on Plaintiff's title thereto are in default. The Court, having reviewed the Motion for Final Judgment and Order and for Court Administrator's Deed, all relevant evidence in support, and being fully advised of all matters herein, finds as follows:

1. On July 31, 2017, Plaintiff filed its petition in this action pursuant to sections 447.620-.640, seeking temporary possession of and title to the Property legally described as:

**Lot 7, Block 13, NORTH BURGE PARK, a subdivision of Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

2. On January 10, 2018, after being fully advised, finding the rehabilitation plan submitted by Plaintiff to be feasible, and finding that the defendants had failed to demonstrate that Plaintiff should not be allowed to rehabilitate the Property, this Court granted Plaintiff temporary possession of the Property for the purpose of rehabilitating the premises.

3. Financial reports were kept detailing the expenditures of rehabilitation and these report were periodically filed with the Court as "Plaintiff's Quarterly Reports."

4. Since the entry of the order granting of Temporary Possession to Plaintiff on January 10, 2018, no party in interest has sought to regain possession of the Property.

5. Plaintiff has had temporary possession of the Property in excess of one-year.

**NOW WHEREFORE IT IS ADJUDGED, ORDERED, AND DECREED:**

6. This Court hereby **GRANTS** Plaintiff's Motion for Final Judgment and Order for Court Administrator's Deed, pursuant to sections 447.620-.640, and hereby extinguishes from the Property all ownership interests, liens, and contracts, except tax liens held by the Defendants Anthony (Tony) Craig Corkins; Nicholas Baker; Evelyn Talley, deceased, her unknown heirs, devisees, grantees, legatees, assignees, alienees, administrators, executors, guardians, mortgagees, trustees, and legal representatives; all of the unknown heirs, devisees, grantees, assigns, donees, alienees, legatees, administrators, executors, guardians, mortgagees, trustees, and legal representatives and all other persons, corporations or successors claiming by, through or under any one or more of the aforementioned defendants; and all other persons and entities



unknown, claiming any right, title, estate, lien, or interest in the real property described in Plaintiff's Petition, adverse to Plaintiff's ownership, or any cloud on Plaintiff's title thereto.

7. This Court further **ORDERS** the Court Administrator to execute the issuance, acknowledgement, and recording of a Court Administrator's deed vesting title to the Property in favor of Plaintiff Indian Mound Neighborhood Association.

8. The Circuit Court Clerk is to acknowledge said Court Administrator's Deed.

9. Said Court Administrator's Deed is to be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri.

DATE: 29-Apr-2019

  
\_\_\_\_\_  
Judge Kevin D. Harrell

**CERTIFICATE OF MAILING**

It is hereby certified that a copy of the forgoing was sent through the eFiling system and via U.S. Mail, postage prepaid to:

DATE: 29-Apr-2019

Anthony Craig Corkins  
Last known address:  
415 N. Elmwood Ave.  
Kansas City, MO 64123

Nicholas Baker (Minor)  
GUARDIAN FOR NICHOLAS BAKER  
Donald Baker  
4720 W. 63<sup>rd</sup> Street  
Mission, KS 66208

Ryan Baker  
4720 W 63rd St.  
Mission, KS 66208

Brandon C. Mason  
Attorney for Plaintiff  
Legal Aid of Western Missouri  
920 Southwest Boulevard  
Kansas City, Missouri 64108

Courtesy Copies to:

Mary A. Marquez  
Court Administrator  
415 E. 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Kansas City, Missouri 64106



Zach Smith  
Law Clerk

**SPECIAL WARRANTY DEED**

THIS INDENTURE, effective as of the \_\_\_\_ day of May, 2019, by and between the **Indian Mound Neighborhood Association**, a Missouri not-for-profit corporation (“Grantor”), and **The Land Clearance for Redevelopment Authority of Kansas City, Missouri**, a public body corporate and politic duly organized under the laws of the State of Missouri (“Grantee”), whose mailing address is 1100 Walnut, Suite 1700, Kansas City, Missouri 64106.

WITNESSETH, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged; Grantor does hereby Sell and Convey to Grantee, and Grantee’s successors and assigns, the following described real property in Jackson County, Missouri, to-wit:

**Lot 7, Block 13, NORTH BURGE PARK, a subdivision of Kansas City, Jackson County, Missouri, according to the recorded plat thereof;**

Commonly known as 415 North Elmwood Avenue, Kansas City, Missouri 64123:  
Tax Identification No.: 13-820-04-08-00-0-00-000

TO HAVE AND TO HOLD the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee’s successors and assigns, forever; and the Grantor hereby covenants that these premises are free from all encumbrances, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee’s successors and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

WITNESS the hand of the Grantor this \_\_\_\_ day of May, 2019.

**ACKNOWLEDGMENT**

By: Indian Mound Neighborhood Assoc.

STATE OF MISSOURI            )  
  )ss  
COUNTY OF JACKSON        )

\_\_\_\_\_  
Bryan Stalder, President

On this \_\_\_\_ day of May, 2019, before me personally appeared **Bryan Stalder**, President of the Indian Mound Neighborhood Association, to me known to be the person described in and who executed the within Special Warranty Deed and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the county and state aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

**DO NOT MARK BELOW THIS LINE**



**REAL PROPERTY CERTIFICATE OF VALUE – JACKSON COUNTY, MISSOURI**

(REQUIRED TO BE FILED WITH DEED AT TIME OF RECORDING)

Please type or print all information. This form must be prepared by the buyer or his/her Representative.

<p><b>Grantor's (Seller) Name:</b> Indian Mound Neighborhood Association</p> <p><b>Grantee's (Buyer) Name:</b> The Land Clearance for Redevelopment Authority of Kansas City, Missouri</p> <p><b>Address of Property:</b> 415 North Elmwood Avenue, Kansas City, Missouri 64123</p> <p><b>Grantee's address, if different from above:</b> 1100 Walnut, Suite 1700, Kansas City, Missouri 64106</p> <p><b>Parcel ID Number:</b> 13-820-04-08-00-0-00-000</p>	<p><b>FOR OFFICE USE ONLY DO NOT WRITE IN THIS SPACE</b></p>
---	--

- 1. Is this newly constructed residential property?  YES Date occupied: \_\_\_/\_\_\_/\_\_\_  NO
- 2. Is this vacant land?  YES  NO
- 3. Intended use of property: Present use  Renovation  New Development/Construction   
Other  Click here to enter text.
- 4.  Check if the transaction transfers property in any of the following ways:

<ul style="list-style-type: none"><li><input type="checkbox"/> sale for delinquent taxes</li><li><input type="checkbox"/> sale of cemetery lot</li><li><input type="checkbox"/> lease or transfer of severed mineral interests</li><li><input type="checkbox"/> by order of any court</li><li><input type="checkbox"/> by executor contract for deed</li><li><input type="checkbox"/> by lease or easement</li><li><input checked="" type="checkbox"/> to or from the United States, the State of Missouri, or any agency, or political subdivision thereof.</li><li><input type="checkbox"/> for purpose of confirming, correcting, modifying, or supplementing a previously recorded deed, without additional consideration</li><li><input type="checkbox"/> Solely for the purpose of releasing security for a debt or other obligation</li><li><input type="checkbox"/> by deed of partition</li><li><input type="checkbox"/> by deed where no money or other valuable consideration is given for the transfer.</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> by deed pursuant to merger, consolidation, sale or transfer of substantially all of the assets of a corporation</li><li><input type="checkbox"/> by deed as part of the contribution to the capital of a corporation, partnership, limited liability company, or other similar entity.</li><li><input type="checkbox"/> by deed executed by personal representative to convey to devisees or heirs property passing by testate or intestate succession</li><li><input type="checkbox"/> by deed which conveys property held in name of any partnership, not a family, to any partner or his or her spouse.</li><li><input type="checkbox"/> by deed which is a gift of property.</li><li><input type="checkbox"/> by deed between family members, or to or from a family corporation, partnership, or trust for the benefit of a family member, for no consideration.</li></ul>
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IF ANY OF THE ABOVE ITEMS IN THE SHADED BOX ARE CHECKED, PLEASE PROCEED TO #11 BELOW

- 5. Total Sales Price (including all assumed mortgages and liens): \$ 0.00  
Points were paid by:  SELLER  BUYER  NONE
- 6. Was there new financing?  YES  NO Did financing considerations affect sales price?  YES  NO
- 7. Is this deed part of a trade?  YES  NO
- 8. Was any personal property included in the sales price? (For example: furniture, equipment, machinery, livestock, crops, business franchise or inventory... etc.)  YES  NO
- 9. Was the transaction at arm's length?  YES  NO (An arm's length transaction is one between unrelated parties under no duress.)
- 10. If you believe this transaction does not represent market value, please attach any additional information that you want the county assessor to consider.
- 11. I certify, under penalties of law, that this statement has been examined by me and, to the best of my knowledge and belief, is a true, correct and complete statement.

ANY PERSON WHO FAILS TO FILE A COMPLETED CERTIFICATE OF VALUE WHEN REQUIRED BY LAW, OR WHO KNOWINGLY FILES A FALSE CERTIFICATE, MAY BE PUNISHED BY A FINE UP TO \$1,000.

For assistance in filling out this form, call the Assessor's Office at (816) 881-3530

415 E. 12<sup>th</sup> St., Suite 100M

Kansas City, MO 64106-2752

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grantee/Representative

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY**

<b>INDIAN MOUND NEIGHBORHOOD ASSOCIATION,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	<b>Case No. 1716-CV18373</b>
<b>v.</b>	)	
	)	<b>Div. 18</b>
<b>ANTHONY (TONY) CRAIG CORKINS, et al.</b>	)	
	)	
	)	
<b>Defendants.</b>	)	

**COURT ADMINISTRATOR’S DEED**

THIS INDENTURE made and entered into on this 29<sup>TH</sup> day of April 2019, between Mary A. Marquez, duly and lawfully appointed Court Administrator for the Circuit Court of Jackson County, Missouri, and Indian Mound Neighborhood Association, a Missouri nonprofit corporation, 4419 Sunrise Dr., Kansas City, Jackson County, Missouri 64123.

WITNESSETH, that whereas, on the 29<sup>th</sup> day of April 2019, in the above entitled cause, the same being a proceeding pursuant to Sections 447.620 to 447.640, RSMo (2016), Judgment was rendered and an Order issued by the Circuit Court vesting in Indian Mound Neighborhood Association title to the real property at 415 N. Elmwood Avenue, Kansas City, Jackson County, Missouri 64123, legally described as:

**Lot 7, Block 13, NORTH BURGE PARK, a subdivision of Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

WHEREAS on the 29<sup>th</sup> day of April 2019, the Court Administrator was ordered and directed by the Court to execute a Court Administrator’s Deed to Indian Mound Neighborhood Association, and

WHEREAS a duly certified copy of the aforesaid Judgment and Order of the Court was issued from the Department of Civil Records and delivered to the Court Administrator for the Circuit Court of Jackson County, Missouri,

NOW THEREFORE, in consideration of the premises and by virtue of the authority vested in me by law, I, Mary A. Marquez, Court Administrator for the Circuit Court of Jackson County, Missouri, do hereby remise, release, and forever quitclaim to said Grantee, Indian Mound Neighborhood Association and Grantee’s successors and assigns, all the right, title, and interest of Anthony (Tony) Craig Corkins; Nicholas Baker; Evelyn Talley, deceased, her unknown heirs, devisees, grantees, legatees, assignees, alienees, administrators, executors, guardians,

mortgagees, trustees, and legal representatives; all of the unknown heirs, devisees, grantees, assigns, donees, alienees, legatees, administrators, executors, guardians, mortgagees, trustees, and legal representatives and all other persons, corporations or successors claiming by, through or under any one or more of the aforementioned defendants; and all other persons and entities unknown, claiming any right, title, estate, lien, or interest in the real property described in Plaintiff's Petition, adverse to Plaintiff's ownership, or any cloud on Plaintiff's title thereto.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining, unto said Indian Mound Neighborhood Association and unto its successors and assigns, forever, as fully and as effectively to all intents and purposes in law as I, Mary A. Marquez, Court Administrator for the Circuit Court of Jackson County, Missouri, might, could or ought to convey the same by virtue of the aforesaid Judgment and Order.

IN WITNESS WHEREOF, I, Mary A. Marquez, Court Administrator for the Circuit Court of Jackson County, Missouri, have hereunto set my hand and affixed the seal of said Circuit Court on this 29th day of April 2019,



Mary A. Marquez, Court Administrator  
Circuit Court of Jackson County, Missouri

STATE OF MISSOURI     )  
  )  
COUNTY OF JACKSON    )



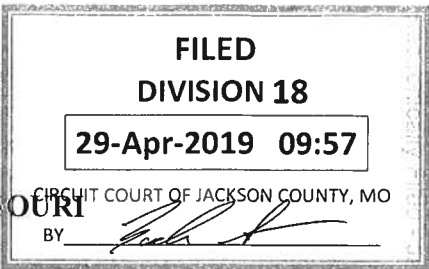
BE IT REMEMBERED that on the 29th day of April 2019, before the Honorable Kevin D. Harrell, a Judge of the Circuit Court of Jackson County, Missouri, came into open Court, Mary A. Marquez, personally known to said Judge to be the same person whose name is subscribed to the foregoing instrument in writing, as having executed the same as Court Administrator, and also known to be the Court Administrator for the Circuit Court of Jackson County, Missouri, aforesaid, and then and there in open Court before said Judge acknowledged said instrument to be her free act and deed as the Court Administrator for the Circuit Court of Jackson County, Missouri, for the purpose therein mentioned, this certificate of said acknowledgement being ordered by said Court to be endorsed by the Director of The Department of Civil Records on this deed.

IN WITNESS WHEREOF, I Angela E. Werkowitch, Director of The Department of Civil Records of said Court have hereunto set my hand and affixed the seal of said Court, done in my office in Kansas City, Missouri, in the county aforesaid.



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Angela E. Werkowitch, Director  
Department of Civil Records



IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT KANSAS CITY

INDIAN MOUND NEIGHBORHOOD )  
ASSOCIATION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ANTHONY (TONY) CRAIG CORKINS, *et* )  
*al.* )  
 )  
Defendants. )

Case No. 1716-CV18373  
Div. 18

**FINAL JUDGMENT AND ORDER FOR COURT ADMINISTRATOR’S DEED**

This matter came before this Court pursuant to a Motion for Final Judgment and Order for Court Administrator’s Deed filed by Plaintiff, Indian Mound Neighborhood Association (the “Plaintiff”), on the 11<sup>th</sup> day of April, 2019. The Defendants Anthony (Tony) Craig Corkins; Nicholas Baker; Evelyn Talley, deceased, her unknown heirs, devisees, grantees, legatees, assignees, alienees, administrators, executors, guardians, mortgagees, trustees, and legal representatives; all of the unknown heirs, devisees, grantees, assigns, donees, alienees, legatees, administrators, executors, guardians, mortgagees, trustees, and legal representatives and all other persons, corporations or successors claiming by, through or under any one or more of the aforementioned defendants; and all other persons and entities unknown, claiming any right, title, estate, lien, or interest in the real property described in Plaintiff’s Petition, adverse to Plaintiff’s ownership, or any cloud on Plaintiff’s title thereto are in default. The Court, having reviewed the Motion for Final Judgment and Order and for Court Administrator’s Deed, all relevant evidence in support, and being fully advised of all matters herein, finds as follows:



1. On July 31, 2017, Plaintiff filed its petition in this action pursuant to sections 447.620-.640, seeking temporary possession of and title to the Property legally described as:

**Lot 7, Block 13, NORTH BURGE PARK, a subdivision of Kansas City, Jackson County, Missouri, according to the recorded plat thereof.**

2. On January 10, 2018, after being fully advised, finding the rehabilitation plan submitted by Plaintiff to be feasible, and finding that the defendants had failed to demonstrate that Plaintiff should not be allowed to rehabilitate the Property, this Court granted Plaintiff temporary possession of the Property for the purpose of rehabilitating the premises.

3. Financial reports were kept detailing the expenditures of rehabilitation and these report were periodically filed with the Court as "Plaintiff's Quarterly Reports."

4. Since the entry of the order granting of Temporary Possession to Plaintiff on January 10, 2018, no party in interest has sought to regain possession of the Property.

5. Plaintiff has had temporary possession of the Property in excess of one-year.

**NOW WHEREFORE IT IS ADJUDGED, ORDERED, AND DECREED:**

6. This Court hereby **GRANTS** Plaintiff's Motion for Final Judgment and Order for Court Administrator's Deed, pursuant to sections 447.620-.640, and hereby extinguishes from the Property all ownership interests, liens, and contracts, except tax liens held by the Defendants Anthony (Tony) Craig Corkins; Nicholas Baker; Evelyn Talley, deceased, her unknown heirs, devisees, grantees, legatees, assignees, alienees, administrators, executors, guardians, mortgagees, trustees, and legal representatives; all of the unknown heirs, devisees, grantees, assigns, donees, alienees, legatees, administrators, executors, guardians, mortgagees, trustees, and legal representatives and all other persons, corporations or successors claiming by, through or under any one or more of the aforementioned defendants; and all other persons and entities


unknown, claiming any right, title, estate, lien, or interest in the real property described in Plaintiff's Petition, adverse to Plaintiff's ownership, or any cloud on Plaintiff's title thereto.

7. This Court further **ORDERS** the Court Administrator to execute the issuance, acknowledgement, and recording of a Court Administrator's deed vesting title to the Property in favor of Plaintiff Indian Mound Neighborhood Association.

8. The Circuit Court Clerk is to acknowledge said Court Administrator's Deed.

9. Said Court Administrator's Deed is to be recorded in the Office of the Recorder of Deeds of Jackson County, Missouri.

DATE: 29-Apr-2019



\_\_\_\_\_  
Judge Kevin D. Harrell

**CERTIFICATE OF MAILING**

It is hereby certified that a copy of the forgoing was sent through the eFiling system and via U.S. Mail, postage prepaid to:

DATE: 29-Apr-2019

Anthony Craig Corkins  
Last known address:  
415 N. Elmwood Ave.  
Kansas City, MO 64123

Nicholas Baker (Minor)  
GUARDIAN FOR NICHOLAS BAKER  
Donald Baker  
4720 W. 63<sup>rd</sup> Street  
Mission, KS 66208

Ryan Baker  
4720 W 63rd St.  
Mission, KS 66208

Brandon C. Mason  
Attorney for Plaintiff  
Legal Aid of Western Missouri  
920 Southwest Boulevard  
Kansas City, Missouri 64108

Courtesy Copies to:

Mary A. Marquez  
Court Administrator  
415 E. 12<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Kansas City, Missouri 64106



Zach Smith  
Law Clerk



THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO VIEW

WESTERN UNION FINANCIAL SERVICES INC. - ISSUER - Englewood, Colorado  
Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

**MONEY  
ORDER**

17-954645852

A 510001 0 041715  
F 1210 05  
170546458520 L 001730

\$ 100.00

PAY EXACTLY ONE HUNDRED DOLLARS AND NO CENTS  
PAY TO THE ORDER OF LCRA

PAYMENT FOR ACCT. #

315 Bova Ave GRAND 64123

*[Signature]*  
PURCHASER'S SIGNATURE  
PURCHASER AT CASHING YOU AGREE TO THE TERMS ON THE REVERSE SIDE

⑆ 102100400⑆ 40179546458526⑈