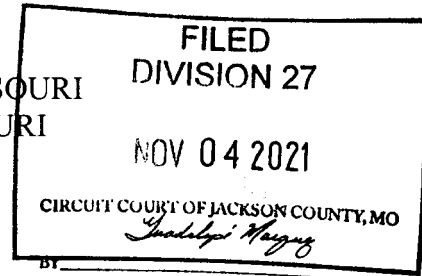


IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT  KANSAS CITY  INDEPENDENCE, MISSOURI  
LANDLORD TENANT DOCKET



BLOCK 110 RESIDENTIAL, LLC,

Plaintiff,

v.

Case No.: 2116-CV21657

AMOGH KARNEY,

Defendant(s).

**JUDGMENT ON LANDLORD/TENANT PETITION  
RENT AND POSSESSION PURSUANT TO CHAPTER 535 R.S.MO.**

On **November 4, 2021**, Plaintiff appeared in person and by counsel, Mark C. Wilson of WILSON LAW, LLC. Defendant appeared in person and by counsel, [ ]. Defendant, although having been lawfully served with process, appears not, and makes default [N].

Evidence was heard. The case was submitted to the Court upon the pleadings of record. The Court also heard arguments of the parties.

The Court makes the following findings and judgment:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The Court has jurisdiction over the parties and the subject matter of this action.

The Court has made judgments on the credibility of various witnesses that are consistent with the findings of fact made in this Judgment.

The provisions of the Servicemembers' Civil Relief Act, 50 U.S.C. App. Sec. 501, et seq. have been observed and honored.

The property at issue is owned by the Plaintiff and leased to the Defendant(s). The rent due date under the Lease/Rental Agreement is the 1<sup>st</sup> day of each month and is late on the 3<sup>rd</sup> day of each month

The Court makes additional findings of fact and conclusion of law that are consistent with the Judgment entered by the Court.

## **JUDGMENT**

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IT IS THEREFORE ORDERED that the Plaintiff shall have restitution of the premises unlawfully possessed and located at 50 E 13th Street, Unit 2302, Kansas City, Missouri 64106, Jackson County, Missouri.

IT IS FURTHER ORDERED that Defendant(s) shall pay the following damages to Plaintiff:

<b>DAMAGES OWED TO PLAINTIFF</b>	
DESCRIPTION	AMOUNT
RENT September 2021, October 2021, & November 2021	\$10,515.81
LATE FEES SET OUT IN CONTRACT October 2021	\$350.00
ANY OTHER AMOUNTS DUE UNDER THE LEASE utilities for October 2021, & November 2021	\$75.05
ATTORNEY'S FEES (IF APPLICABLE)	\$ 250.00
SPECIAL PROCESS SERVER FEES	\$ 50.00
<b>TOTAL DAMAGES OWED TO PLAINTIFF</b>	<b>\$11,240.86</b>

IT IS FURTHER ORDERED that costs are assessed against Defendant(s).

### **NOTICE FROM COURT ADMINISTRATOR TO DEFENDANT(S) IN DEFAULT**

IT IS FURTHER ORDERED that the Court Administrator of the 16<sup>th</sup> Judicial Circuit shall mail a copy of this Judgment to each Defendant in default at the last known address of each Defendant, by ordinary mail, which shall serve as notice informing the Defendant of the Judgment, the date it was entered and that the Defendant has ten days from the date of the Judgment to file a Motion To Set Aside The Judgment. Unless the judgment is set aside within ten days, the judgment will become final, and the Defendant will be subject to eviction from the premises without further notice.

### **APPEAL BOND**

IT IS FURTHER ORDERED that should the Defendant appeal this Judgment to the Missouri Court Of Appeals, the appeal bond is set in the amount of the Judgment, plus court costs.

The appeal bond authorized by this Judgment is conditioned upon Defendant performing the following:

1. Defendant paying into Court the amount of the judgment plus court costs; and
2. Execution of the required supersedeas bond documents; and
3. Payment of the monthly rent that accrues after the date of the Judgment at to the Jackson County Court Administrator, at the rate of \$3385.00 per month, within ten (10) days after the due date provided for in the Lease/Rental Agreement; and
4. Defendant(s) shall refrain from any and all illegal activities or conduct in violation of the parties' lease while residing on the Plaintiff's premises; and
5. Defendant(s) shall refrain for all activities that damage the premises or cause waste of the premises.

### **EXECUTION AND RESTITUTION OF PREMISES**

IT IS FURTHER ORDERED that the Department Of Civil Process, Court Administrator's Office, 16<sup>th</sup> Judicial Circuit, shall put the Judgment Creditor into immediate possession of the premises that are the subject matter of this action and deliver possession to the Judgment Creditor, upon satisfaction of the following conditions:

1. Judgment for Plaintiff has been entered and either:
  - Defendant appeared, or
  - Defendant was in Default, and more than ten days has expired since the date the Judgment was entered and no motion to set aside the Judgment has been filed, and
2. If an appeal is filed, the required appeal bond has not been filed or the conditions of the bond have been violated; and
3. A Request For Execution For Restitution Of Possession has been filed that complies with the requirements set forth in this Judgment.

IT IS FURTHER ORDERED that the Request For Execution For Restitution Of Possession shall be in the format made available to the parties and to the public by the Court Administrator on the web site for the 16<sup>th</sup> Judicial Circuit, Jackson County, Missouri, and said request for execution shall contain the following representations by Plaintiff, made upon information and belief, as a condition precedent to issuance of a Writ Of Execution For Restitution Of Possession directing the Department Of Civil Process to deliver possession of the premises to Plaintiff:

1. The date of the Judgment; and
2. The type of Landlord/Tenant action at issue; and
3. Street Address, City and Zip Code of the property to be delivered to Plaintiff; and
4. That the judgment remains unsatisfied; and

5. That the Defendant(s) remains in possession; and
6. That there has been no appeal bond filed; and
7. That no new agreement, either oral or written, has been made with the Defendant(s) that allows the Defendant(s) to be in possession of the premises; and
8. That a request for execution delivering possession of the premises to Plaintiff is requested.

**IN DEFAULT IN THE PERFORMANCE OF ANY ORDER CONTAINED IN THIS JUDGMENT, LET EXECUTION ISSUE THEREFOR.**

Dated: \_\_\_\_\_

11/4/2021

John S. Burd-Rely  
Judge

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing was hand delivered in open court to the parties, and, if a party was not present in Court, a copy was mailed via U.S. First Class mail, postage prepaid, to that party, on November 4, 2021, to:

Mark C. Wilson  
WILSON LAW, LLC  
11083 Hauser Street  
Lenexa, KS 66210  
ATTORNEY FOR PLAINTIFF

Amogh Karney  
50 E 13th Street, Unit 2302  
Kansas City, Missouri 64106



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Judicial Administrative Assistant