

LEGAL NOTICES

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NEOSHO COUNTY RESOLUTION NO.R-24-P

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ESCROW TRUST AGREEMENT TO PROVIDE FOR THE PAYMENT OF CERTAIN OUTSTANDING GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2021-A AND TAXABLE GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2021-B, OF NEOSHO COUNTY, KANSAS; AND AUTHORIZING CERTAIN ACTIONS TO BE TAKEN IN CONJUNCTION THEREWITH.

WHEREAS, the County has heretofore adopted the Series 2021 Bond Resolution authorizing the issuance of the Series 2021-A Bonds and the Series 2021-B Bonds, and setting forth the terms and details of the Series 2021 Bonds; and

WHEREAS, the Series 2021 Bond Resolution provides that the covenants and requirements contained in the Series 2021 Bond Resolution and the rights of the Owners of the Series 2021-A Bonds and the Series 2021-B Bonds under the Series 2021 Bond Resolution are terminated if sufficient funds are placed in an escrow fund comprised of cash or United States Government Obligations, or both, in accordance therewith; and

WHEREAS, sufficient funds are held in funds and accounts held under the Series 2021 Bond Resolution to provide for an escrow fund sufficient for payment of the Series 2021 Bonds in accordance with the Series 2021 Bond Resolution; and

WHEREAS, it is deemed advisable to provide for the payment of the Series 2021 Bonds as soon as possible by the execution of the Escrow Trust Agreement between the County and the Escrow Agent and to discontinue the Sales Tax.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF NEOSHO COUNTY, KANSAS, AS FOLLOWS:

ARTICLE 1 DEFINITIONS

Section 101. Definitions of Words and Terms.

In addition to the words and terms defined elsewhere in the Series 2021 Bond Resolution, the following words and terms as used in this Resolution shall have the following meanings:

“Act” shall mean the Constitution and Statutes of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 12-187 et seq.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the County.

“Bond Payment Date” means any date on which principal of or interest on any Series 2021 Bond is payable.

“Chairperson” means the duly elected and acting Chairperson of the Board of County Commissioners of the County or, in the Chairperson's absence, the duly appointed and/or elected Vice Chairperson or Chairperson Pro Tem of the County.

“Clerk” means the duly appointed and acting Clerk of the County or, in the Clerk's absence, the duly appointed and/or elected Deputy Clerk or Acting Clerk of the County.

“County” means Neosho County, Kansas.

“Debt Service Requirements” shall mean the required payments of principal, premium, if any, and interest on the Series 2021 Bonds in accordance with the terms and provisions of the Series 2021 Bond Resolution.

“Debt Service Account” means, jointly, the Debt Service Account for General Obligation Sales Tax Refunding Bonds, Series 2021-A and Debt Service Account for Taxable General Obligation Sales Tax Refunding Bonds, Series 2021-B, created by the Series 2021 Bond Resolution in connection with the issuance of the Series 2021 Bonds.

“Escrow Fund” means Neosho County, Kansas, Escrow Fund for Series 2021 Bonds, created herein.

“Escrow Trust Agreement” means the Escrow Trust Agreement relating to the Series 2021 Bonds between the County and the Escrow Agent.

“Escrow Agent” means Security Bank of Kansas City, Kansas City, Kansas, and its successors and assigns.

“Outstanding” shall mean, as of a particular date, all Series 2021 Bonds heretofore issued, authenticated and delivered under the provisions of the Series 2021 Bond Resolution, except:

(a) bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to the Series 2021 Bond Resolution;

(b) bonds for the payment or redemption of which monies or investments have been deposited in accordance with the Series 2021 Bond Resolution; and

(c) bonds in exchange for or in lieu of which other bonds have been authenticated and delivered pursuant to the Series 2021 Bond Resolution.

“Paying Agent” means the Treasurer of the State of Kansas, Topeka, Kansas, and its successors and assigns.

“Project” means the construction and improvement of 160" Road from U.S. 59 Highway to Elk Road and Elk Road from 160" Road to 35" Street Parkway and all other things necessary and incidental thereto,

“Sales Tax” means the one-half percent (0.5%) retailers' sales tax collected within the boundaries of the County, authorized under K.S.A. 12-187 et seq., by the special election held on October 4, 2005, and implemented by resolution of the County.

“Sales Tax Revenue Fund” means the special “Revenue Fund for Sales Tax” ratified in Section 501 of the Series 2021 Bond Resolution and into which Sales Tax Revenues are deposited.

“Sales Tax Revenues” means all revenues derived by the County from the Sales Tax.

“Series 2021 Bond Resolution” means the County's Bond Resolution No. R-21-Q, which authorized the Series 2021 Bonds.

“Series 2021 Bonds” means, jointly, the Series 2021-A Bonds and the Series 2021-B Bonds,

“Series 2021-A Bonds” means the County's General Obligation Sales Tax Refunding Bonds, Series 2021-A, dated September 1, 2021, currently Outstanding in an aggregate principal amount of \$1,880,000.

“Series 2021-B Bonds” means the County's Taxable General Obligation Sales Tax Refunding Bonds, Series 2021-B, dated September 1, 2021, currently Outstanding in an aggregate principal amount of \$545,000.

“State” means the state of Kansas.

“United States Governmental Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the County.

ARTICLE II AUTHORIZATION OF ESCROW TRUST AGREEMENT.

Section 201. Authorization of Escrow Trust Fund. There is hereby authorized to be created in the custody of the Escrow Agent, the Escrow Fund.

Section 202. Application of Monies in the Escrow Fund. Monies in the Escrow Fund shall be administered in accordance with the provisions of the Escrow Trust Agreement. The form of the Escrow Trust Agreement presented to the governing body this date is hereby approved. The Chairperson and Clerk are hereby authorized to execute the Escrow Trust Agreement in substantially such form with

such changes or modifications as are necessary to accomplish the purposes of this Resolution.

ARTICLE III TRANSFER AND APPLICATION OF FUNDS

Section 301. Transfer of Funds to Escrow Fund. Simultaneously with

execution of the Escrow Trust Agreement, there shall be transferred from the Sales Tax Revenue Fund, and the Debt Service Account to the Escrow Agent for deposit in the Escrow Fund, sufficient funds to provide for the Debt Service Requirements on the Outstanding Series 2021 Bonds on each Bond Payment Date, and the payment of costs associated with the establishment of the Escrow Trust Agreement, as set forth therein.

Section 302. Transfer of Funds to Revenue Fund. After providing for the transfer required by Section 301 hereof, all other moneys and investments held in accounts established in the Series 2021 Bond Resolution and Sales Tax Revenues derived after the funding of the Escrow Fund shall, as the case may be, transferred to or remain in the Sales Tax Revenue Fund. Notwithstanding the termination of the covenants, requirements and rights under the Series 2021 Bond Resolution as a result of the funding of the Escrow Fund, the provisions of Section 602 of the Series 2021 Bond Resolution relating to the application of Sales Tax Revenues thereunder and K.S.A. 12-187 et seq. shall apply to all Sales Tax Revenues, and any earnings thereon, until the same are expended.

ARTICLE IV

TERMINATION OF SALES TAX.

Section 401. Termination. Sufficient funds have been deposited in the Escrow Fund pursuant to the Escrow Trust Agreement and Section 301 hereof to provide for the Debt Service Requirements of the Series 2021 Bonds in accordance with the Series 2021 Bond Resolution, and the Clerk is authorized and directed to notify the State Department of Revenue to terminate the collection of the Sales Tax.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 501. Severability. In case any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any covenant, stipulation, obligation or agreement contained in this Resolution shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the County to the full extent permitted by law.

Section 502. Further Authority. The officers of the County, including the Chairperson and Clerk, shall be, and they hereby are, authorized and directed to (a) execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and (b) to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 503. Governing Law. This Resolution shall be governed exclusively by and constructed in accordance with the applicable laws of the State.

Section 504. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners.

ADOPTED by the Board of County Commissioners of Neosho County, Kansas, on December 2, 2024

(Seal)
/s/ Paul Westhoff, Chairperson
/s/ Gail Klaassen, Commissioner
/s/ Nicholas Galemore, Commissioner

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Resolution No. R-24-P (the “Resolution”) of Neosho County, Kansas, adopted by the Board of County Commissioners on December 2, 2024 as the same appears of record in my office, and that said Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: December 2, 2024.

/s/ Heather Elsworth, Clerk

First Published in The Erie Record November 29, 2024

In the Matter of the Trust Estate of the R. EUGENE DICKERSON and JO ANN M. DICKERSON LIVING TRUST, dated 01/17/1994, & all amendments thereto.

NOTICE TO CREDITORS PURSUANT TO K.S.A. 58a-818

TO ALL PERSONS CONCERNED:

You are hereby notified that JO ANN M. DICKERSON died on June 24, 2024. The decedent was one of the Settlers of the R. EUGENE DICKERSON and JO ANN M. DICKERSON LIVING TRUST dated 01/17/1994, & all amendments thereto. The surviving Trustee is R. EUGENE DICKERSON who has legal authority to pay the outstanding debts of the decedent from the trust property upon receipt of proper proof thereof. In accordance with K.S.A. 58a-818, creditors of the decedent must present claims for such debts to the surviving Trustee in writing within the later of four (4) months from the date of the first publication of this notice, or thirty (30) days after receipt of actual notice if the identity of the creditor is known or reasonably ascertainable by the surviving Trustee. If a creditor fails to present such claims to the surviving Trustee within such prescribed time period, the creditor will be forever barred as against the surviving Trustee and the trust property.

R. EUGENE DICKERSON, Trustee
c/o P. O. Box 945
Chanute, Kansas 66720-0945

PREPARED AND APPROVED:
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IN THE DISTRICT COURT OF NEOSHO COUNTY, KANSAS

U.S. Bank National Association, as Trustee, successor in interest to Wilmington Trust Company, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-3,
Plaintiff,
vs. Kevin C. Hamilton, et al.
Defendants.

Case No. NOC24CV21

K.S.A. 60 Mortgage Foreclosure
(Title to Real Estate Involved)

NOTICE OF SUIT

THE STATE OF KANSAS to: **Kevin Hamilton and Jane Doe Unknown Spouse of Kevin Hamilton**, Defendants, and all other persons who are or may be concerned:

YOU ARE HEREBY NOTIFIED: That a Petition has been filed in the District Court of Neosho County, Kansas, Case No. **NOC24CV21** by **U.S. Bank National Association, as Trustee, successor in interest to Wilmington Trust Company, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Lehman XS Trust Mortgage Pass-Through Certificates, Series 2007-3** praying for foreclosure of a mortgage executed by **Kevin C Hamilton and Stephanie D Hamilton**, Husband and Wife, on **10/31/2006** and recorded in **Book 3485 Page 378** in the real estate records of Neosho County, Kansas, related to the following property:

LOTS THREE (3) AND FOUR (4), BLOCK NINETEEN (19), EVERGREEN PARK ADDITION TO THE CITY OF CHANUTE, NEOSHO COUNTY, KANSAS

You are hereby required to plead to the Petition on or before January 16, 2025, in the court at Neosho County, Kansas. If you fail to plead, judgment and decree will be entered in due course upon the petition.

NOTICE TO BORROWER: If you wish to dispute the validity of all or any portion of this debt, or would like the name and address of the original creditor, you must advise us in writing within thirty (30) days of the first notice you receive from us. Otherwise, we will assume the entire debt to be valid. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

Signed: /s/ Sara Pelikan
Shari Ashner, KS # 14498
Sara Pelikan, KS # 23624
Shawn Scharenborg, KS # 24542
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The ERIE RECORD

Reach Eddie at 244-6030

