

Agricultural News

By: Wanda Alexander, FSA District

July 2nd Deadline

July 2nd is the deadline to sign all burley tobacco leases/transfers and sale/purchases. Producers are reminded all signatures must be obtained and on file by July 2nd for the FSA 375, Lease & Transfer and the FSA 375, Sale & Purchase, to be approved. Any producer wishing to post their name to the Tobacco Case in or Lease Out may contact the office in person or by calling 606-252-2525.

Required Crop Reports

New legislation requires all farms with an effective quota greater than zero to report acreage planted to burley, including zero acres no later than July 16th. Reports filed after July 16th will be subject to a late file fee.

Marketing cards will NOT be issued without a crop report on file.

Farms with an effective burley quota that will not plant burley or lease quota from the farm MUST report acreage for burley tobacco, or the farm will be subject to quota forfeiture for the applicable burley marketing quota next established for the farm, unless the State Committee and the County Committee determine that the reduction is not applicable.

We strongly urge producers to call 256-2525 ext. 100 and request an appointment.

Disaster Listing

Farmers who will suffer a burley tobacco disaster loss must file a report with FSA Prior to Harvest to retain eligibility to lease quota away from the disaster lease provisions. The disaster lease provision was implemented to provide relief to producers that suffer a disaster loss and are unable to produce and market the farm's effective quota. To be eligible to lease and transfer the disaster transferring farm must file a crop report with FSA, have planted acreage sufficient to produce the farm's current year effective quota, provide a workman like manner for the crop production, suffer more than a 30% crop loss and meet all state support eligibility requirements.

Warehouse Designation-A Must in 2001

Beginning with the 2001 marketing year burley tobacco farmer op-

erators will be required to file an initial designation of pounds to a specific warehouse, receiving station or dealer with which they intend to market their tobacco. The initial designation period for the 2001 marketing season will begin June 1, 2001 and end on August 1, 2001.

Farmers are required to inform FSA of the warehouse number where they will market their tobacco. Please note the FSA 808 will indicate where the tobacco will be sold. Therefore, if you decide to market at a warehouse other than the one specified on the marketing card, you must return that card to the FSA office and request another marketing card. Remember: the marketing cards are warehouse specific.

Producers must be aware of signing the warehouse designation form prior to the approval of all leases. Warehouse designation forms list only those pounds effective for the farm as of the date of the signed form. Therefore, if you have leases not approved with you will need to come back to the FSA office and file the FSA 808 for the lease pounds.

Farmers not signing the FSA 808 will be required to designate pounds and sale locations during the re-designation periods of: October 1-5, 2001, October 29-November 2, 2001, December 31, 2001-January 4, 2002 and January 28-February 1, 2002.

FSA has a listing for public notice of warehouses, receiving stations and dealers posted on the bulletin board in the county office. This listing shall be available through March 31, 2002.

Beware of Undermarketing!

Producers in years past have been eligible to carry forward under marketed pounds to one year. Beginning with the 2001 crop, we are now advising producers to market as much of the effective quota as possible. We also would like to advise producers not to "lay out" tobacco for one year hoping to have a larger quota the next year. Here is our reasoning: Beginning with the 2001 Burley tobacco crop, if you sell less than 100 percent of your effective quota, the amount of quota that can be carried forward to the next crop year may be subject to reduction. Reductions in the

carryover of undermarketing will come in effect when the total burley undermarketing exceeds 10 percent of the national basic quota.

REMEMBER: LEASE OR MARKET 100 PERCENT OF THE FARM'S EFFECTIVE QUOTA TO AVOID A POSSIBLE REDUCTION OF POUNDS!

Loans for Socially Disadvantaged Persons

Jeffery S. Hall, State Executive Director of the Farm Service Agency (FSA) in Kentucky, wishes to remind farmers that funds are reserved each year to make loans to socially disadvantaged applicants to buy and operate a family-size farm. A socially disadvantaged farmer is one group whose members have been subject to racial, ethnic, or gender prejudice because of their individual qualities. For the purpose of this program, socially disadvantaged groups have been defined as women, African Americans, American Indians and Alaska Natives, Hispanics and Asians and Pacific Islanders.

Individuals, partnerships, joint operations, and cooperatives primarily and directly engaged in farming on family-size operations may apply

for the loan. A family-size operation is considered to be one on a family can operate and manage itself.

Operating loans may be used for various short and intermediate term credit needs, such as the purchase of livestock and equipment and annual operating expenses. Farm ownership loans may be used for the purchase and/or improvement of farmland and buildings.

Dates to Remember

• CDP (Crop Disaster Program) began January 18th;
• Enrolling farm in PFC after reconstitution: 30 calendar days after FSA 476 notice;

• Requesting farm reconstitution for non PFC farms: July 2nd

• Tobacco Leasing: April 2nd through July 2nd;
• Crop Reporting for row crops, hay and pasture by July 2nd.

• Crop Reporting: required for ALL burley tobacco farms by July 16th;

• Designating payment shares on PFC and meeting signature requirements: August 1st;

• Designating Burley Tobacco Warehouse for Marketing: June 1st through August 1st.

Jan was an otherwise healthy twenty-six year old who had recently married her longtime boyfriend. She reported that the marriage was wonderful and that she was very happy. "We've had a few adjustments to make, but it's been very good." Her panic attacks had begun a couple of weeks before the wedding.

"The first one surprised me more than anything," she said. "My chest got tight and I had trouble breathing. It quickly went away and I thought nothing about it. Then about a week later it happened again."

"I went to the doctor after the second one," she continued. "And had a complete physical. She said I was in great shape. When the attacks continued, I went to another doctor who told me the very same thing. They have done EKGs, stress tests and everything else under the sun, and it all comes back normal. But something is very wrong!"

"What's wrong Jan is that you are having panic attacks," I told her. She looked stunned. "That's what my doctor told me," she said, "but I'm not crazy. These attacks are real!"

"They are very real," I agreed. "This doesn't mean you are crazy, and there are some things you can do to help." "Why me? Why now?" she

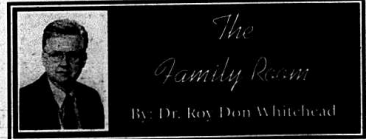
wanted to know. "My life is going so well."

"Has anyone else in your family ever had these attacks?" I asked. "Now that you mention it, Mom told me she used to have something like this when she was younger," Jan remembered. "She said it went away."

"The tendency to have panic attacks does seem to run in certain families," I told Jan. "Add to that family history the stress of getting married and there there is a panic attack."

Jan and I did several things to help her fight the attacks. It was hard work and she occasionally wanted to give up. Jan learned how to breathe slowly and deeply and help herself relax. She learned to distract her mind when the attacks began. (She counted backward from 100 by threes. Try it sometime.) She reluctantly agreed to take some medication that her doctor had prescribed. It was an antidepressant that often helps in cases of panic attack.

After several months Jan was much better. The attacks still came, but not as often and not as forcefully. "I'm glad I got help," she said. "This was one battle I could not fight by myself."



By: Dr. Roy Don Whitehead

Panic Attacks Are Real

"My doctor says there is nothing physically wrong with me," Jan told me, "but I'm afraid I'm going to die!" Obviously distressed Jan had come to her first counseling session in a desperate mood. (All characters are fictional.)

"It happens almost every day now," she continued. "I get knots in my chest and stomach. My chest gets so tight I almost can't breathe. My heart beats faster and I begin to perspire."

"How long has this been going on?" I asked Jan. "Too long," she told me emphatically. "It began about six months ago and keeps getting worse."

"I'm almost afraid to go into a store anymore," Jan continued. "My husband has to do all the grocery shopping. When I go into a store, I feel as if the walls are closing in on me. It's embarrassing to have to run out the door and leave a full grocery cart in the checkout line. I'm getting so I don't want to go anywhere."

Commonwealth of Kentucky
28th Judicial Circuit
Rockcastle Circuit Court • Division II
Civil Action No. 00-CI-00031

The Bank of Mt. Vernon
n/k/a Mt. Vernon Financial
Holding, Inc.

V.

Plaintiff

Jones Earl McNew,
Vickie McNew, and
Kentucky Medical
Services Foundation

Defendants

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this action on May 25, 2001, for the purpose of satisfying the judgment against the defendants in the amount of TWENTY THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS AND 11/100 (\$23,276.11), plus interest, costs and attorney fees. I will offer at public auction the hereinafter described real property in Rockcastle County, Kentucky.

At the Courthouse on East Main Street

Mt. Vernon, Kentucky

on Friday, June 29, 2001

Beginning at the Hour of 2:30 p.m.

Said property being more particularly bounded and described as follows:

Beginning at an iron pin at the right of way intersection of the Sand Hill Road and the Taylor Road; thence going with the north right of way of Sand Hill road N 80 deg. 38' 42" W 163.34 feet to an iron pin; N 87 deg. 18' 56" W 163.12 feet to an iron pin corner to Perry Lee Arnold; thence leaving said right of way and going with a new line to Arnold N 01 deg. 47' 16" E 62.03 feet to a point in the center of Ford Branch; thence going with the center of said branch S 85 deg. 25' 57" E 93.57 feet to a point in the center of said branch at the mouth of a drain; thence with center of said branch S 88 deg. 53' 12" E 112.33 feet; N 76 deg. 14' 54" E 61.53 feet; S 77 deg. 34' 48" E 44.77 feet to a point in the center of said branch and in the west right of way of the Taylor Road; thence with said right of way S 50 deg. 04' 14" W 49.73 feet to the beginning and containing 0.554 acres as surveyed by C. Douglas Mullis, Registered Land Surveyor No. 2773.

Being the same real property which Jones Earl McNew and Vickie McNew obtained by deed dated December 17, 1993, executed by Jessie Holt, of record in Deed Book 152, page 382 in the Office of the Rockcastle County Clerk.

The property shall be sold on the following terms and conditions:

1. The real property shall be sold for cash or upon a credit of sixty (60) days with the purchaser required to pay a minimum of twenty-five percent (25%) of the purchase price in cash at the date of sale and to secure the balance with a bond approved by the Master Commissioner.
2. The bond shall bear interest at the rate of twelve percent (12%) per annum until paid in full. The bond shall have the force and effect of a judgment and shall be and remain a lien upon the property sold as additional security for the payment of the purchase price.
3. Unpaid taxes and liens of record at the time of entry of judgment shall be paid out of the proceeds of sale.
4. The purchaser shall pay the 2001 local, county and state property taxes.
5. The purchaser shall have possession of the real property upon compliance with the terms of the sale.
6. In the event that the plaintiff is the successful bidder and the sale price does not exceed the amount of the plaintiff's judgment, no deposit or bond shall be required.
7. The sale shall be made subject to all easements, set back lines, restrictions or covenants of record or otherwise and shall be sold as is.

Willis G. Coffey, Master Commissioner
Rockcastle Circuit Court

London Slaughter House

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Commonwealth of Kentucky
28th Judicial Circuit
Rockcastle Circuit Court • Division I
Civil Action No. 01-CI-00009

Kentucky Housing Corporation Plaintiff

V.

Douglas Houk and
Mistia Houk, husband and wife Defendants

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this action on May 29, 2001, for the purpose of satisfying the judgment against the defendants in the amount of THIRTY EIGHT THOUSAND TWO HUNDRED FORTY THREE DOLLARS AND 13/100 (\$38,243.13), plus interest, costs and attorney fees. I will offer at public auction the hereinafter described real property in Rockcastle County, Kentucky.

At the Courthouse on East Main Street

Mt. Vernon, Kentucky

on Friday, June 29, 2001

Beginning at the Hour of 2:00 p.m.

Said property being more particularly bounded and described as follows:

POINT OF BEGINNING and stone found being 60.00 feet from the Center of U.S. Hwy 256 and a corner to Gary Langford (DB 146 Pg. 141) thence with Langford South 85 degrees 30 minutes 00 seconds East for a distance of 117.38 feet to a 1/2" iron pipe found in the center of the creek and also being 30.00 feet (typical) from the center of Old US Hwy 256; thence with old US Hwy 256 South 14 degrees 18 minutes 07 seconds West for a distance of 94.75 feet to a 1/2" x 12" rebar set (in stump) stamped W. Daulton (rec'd #4263) and hereinafter referred to as an iron pin; set: South 13 degrees 58 minutes 42 seconds West for a distance of 58.46 feet to an iron pin set; corner to Sam (Jamtia) Mink (DB 168 Pg. 142); thence with Mink North 72 degrees 25 minutes 37 seconds West for a distance of 41.92 feet to an iron pin set in the center of the Creek; thence North 16 degrees 00 minutes 01 seconds West and 6.02 feet to the center of the creek and 8.00 feet to a reference iron pin set on the Creek Bank; thence a total distance of 49.03 feet to an iron pin set; South 85 degrees 30 minutes 47 seconds West for a distance of 20.00 feet to an iron pin set being 60.00 feet from the Center of U.S. Highway 256; thence with U.S. Highway 256 North 03 degrees 30 minutes 00 seconds West for a distance of 98.50 feet to the POINT OF BEGINNING, together with and subject to covenants, easements and restrictions of record. Said property contains 0.29 acres, or more, as surveyed by Weylan G. Daulton, RLS #2463 by Magnetic North on November 11, 1998.

Being the same real property which Douglas Houk and Mistia Houk obtained by deed dated November 13, 1998, executed by Homer R. Mize, et al., of record in Deed Book 172, page 263 in the Office of the Rockcastle County Clerk.

The property shall be sold on the following terms and conditions:

1. The real property shall be sold for cash or upon a credit of sixty (60) days with the purchaser required to pay a minimum of ten percent (10%) of the purchase price in cash on the date of sale and to secure the balance with a bond approved by the Master Commissioner.
2. The bond shall bear interest at the rate of twelve percent (12%) per annum until paid in full. The bond shall have the force and effect of a judgment and shall be and remain a lien upon the property sold as additional security for the payment of the purchase price.
3. Unpaid taxes and liens of record at the time of entry of judgment shall be paid out of the proceeds of sale.
4. The purchaser shall pay the 2001 local, county and state property taxes.
5. The property shall be sold subject to such right of redemption as may exist in favor of the defendants.
6. The purchaser shall have possession of the real property upon compliance with the terms of the sale.
7. In the event that the plaintiff is the successful bidder and the sale price does not exceed the amount of the plaintiff's judgment, no deposit or bond shall be required.
8. The risk of loss on improvements on the real property passes to the purchaser at time of delivery of the Master Commissioner's deed to said purchaser.
9. The sale shall be made subject to all easements, set back lines, restrictions or covenants of record or otherwise and shall be sold as is.

Willis G. Coffey, Master Commissioner
Rockcastle Circuit Court

Commonwealth of Kentucky
28th Judicial Circuit
Rockcastle Circuit Court • Division I
Civil Action No. 99-CI-00072

Curtis Durham

Plaintiff

V.

Shirley Durham, et al.

Defendants

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this partition action on May 29, 2001, I will offer at public auction the hereinafter described real property in Rockcastle County, Kentucky.

At the Courthouse on East Main Street

Mt. Vernon, Kentucky

on Friday, June 29, 2001

Beginning at the Hour of 2:00 p.m.

Said property being more particularly bounded and described as follows:

Beginning at a black oak, a southeast corner to a ridge, a conditional line between Willis Allen and John B. Childers, a southwest corner to a stone corner on the point of a cliff with chestnut oak pointer; thence same course to a chestnut corner with maple pointer; same course to cliff with chestnut pointer in Martin Vancant's line; thence with said Vancant's line to John Vancant's corner on top of ridge; thence with line N 40 W 36 poles to chestnut oak; thence south with the meanders of the ridge to the beginning containing twenty-five (25) acres more or less.

Also conveyed in this deed of conveyance to the parties of the second part, all oil, gas, coal, and mineral rights on and under said real estate herein conveyed.

Also conveyed to the parties of the second part, a right of way over lands of George Allen, Manley McGuire and Logan McGuire to the gravel road or to Highway #1004, the way the road now goes.

The above described real property being the same real property Curtis W. Durham, single, obtained title by deed dated November 2, 1998 from Philip Broym, single, same being in record in the Rockcastle County Court Clerk's Office in Deed Book 184, pages 406-407.

The property shall be sold on the following terms and conditions:

1. The real property shall be sold for cash or upon a credit of thirty (30) days with the purchaser required to pay a minimum of twenty-five percent (25%) of the purchase price in cash on the date of sale and to secure the balance with a bond approved by the Master Commissioner.
2. The bond shall bear interest at the rate of twelve percent (12%) per annum until paid in full. The bond shall have the force and effect of a judgment and shall be and remain a lien upon the property sold as additional security for the payment of the purchase price.
3. Unpaid taxes and liens of record at the time of entry of judgment shall be paid out of the proceeds of sale.
4. The purchaser shall pay the 2001 local, county and state property taxes.
5. The purchaser shall have possession of the real property upon compliance with the terms of the sale.
6. The sale shall be made subject to all easements, set back lines, restrictions or covenants of record or otherwise and shall be sold as is.

Willis G. Coffey, Master Commissioner
Rockcastle Circuit Court