

Frankfort Report...

By Jared Carpenter, State Representative
With only eight legislative days left, the 2013 General Assembly Session has come to a major turning point. As I have reported in the past, Kentucky faces an immense unfunded liability in our public employee pension system. Senate Bill 2, a product of a bipartisan, bicameral task force that heard from stakeholders, retirement experts, and independent researchers, was drafted to protect taxpayers as well as current employees' and retirees' retirement from insolvency, passed the Senate in an overwhelming bipartisan vote. (SB 2 does not apply to teachers' retirement and would not impact pensions for current employees and retirees.) The House of Representatives removed any structural changes to the strained system and proposed to pay for it with revenues from expanded lottery sales, Keno, and Instant Racing instead of discussing this part during the normal budget process of 2014. They refuse to discuss the bill with us in conference committee if we don't accept their flawed financial plan. The time for gotcha politics is over; we must have a sober discussion about this very important issue. Bipartisan task forces have worked before



on unemployment insurance and corrections reform. The Senate is still working and we want bipartisan consensus. Structural changes can be made now to the pension system that will strengthen the entire fund. We are hopeful that the House Leadership will come to the table on this issue that affects all Kentuckians.

The Senate is also doing what we can to put our own house in order. Senate Bill 7 seeks to close the loophole in the state retirement system that had allowed some legislators to significantly increase their state pensions. Incidentally, Senate Bill 2 directs that any new legislators must be in the regular state employee system. Both these bills together work to make sure that state employees are treated similarly whether you work in the Senate or on a state road.

In other news, the Senate continued working on other bills involving elections, gun rights, and education. My Senate Bill 129, which protects our Second Amendment rights by clarifying that the federal government cannot encroach on Kentuckians' right to bear arms through unconstitutional acts, was passed in the Senate with huge bipartisan support. The bill, which also takes a stand for our Tenth Amendment rights, now awaits action in the House of Representatives. We also passed Senate Bill 150 which makes

it easier to obtain a concealed-carry license. A companion bill to these bills is Senate Bill 80 which protects Kentuckians' rights from any outside liberal influences, specifically the United Nations Agenda 21 which seeks to strengthen a government's power of eminent domain.

There are several programs in place to help kids who may not necessarily learn in the traditional manner or need more help than their peers to understand their lessons. But there are also students who are motivated and prepared enough to want to continue pushing themselves and these children need our support too. Senate Bill 61 would allow for early graduation for qualified students who meet set requirements. Senate Bill 64 allows students who graduate early to still access their full KEES funds.

Voting is at the foundation of our republic. Senate Bill 1 makes it easier for military and Kentuckians living abroad to receive election ballots. Especially for our servicemen and women, voting is a particularly meaningful action and

we should make it as easy and available as possible. Electronically transmitting the ballot gets the ballot in the hands of voters earlier so it can be filled out and returned on a timely basis. The bill also establishes a group to study the possibility of electronically returning the ballots. Right now, the county clerks are concerned that the integrity of the ballot and the anonymity of the voter may be compromised if transmitted via email or fax.

Senate Bill 55 will move the election date of constitutional officers to presidential election years. This has two great benefits: it increases voter participation because more people vote in presidential years. It also saves both local and state governments, and you the taxpayer, money.

We are entering the time period in Session when the House and the Senate will start discussing differences on bills that have passed both chambers. Please contact me with any concerns or questions or comments. Just call 1-800-372-7181 or log onto www.lrc.ky.gov.

Happy Belated 50th Birthday Barry Adams!



Commonwealth of Kentucky 28th Judicial Circuit Rockcastle Circuit Court • Division II Civil Action No. 10-CI-00045

**The Bank of New York Mellon fka
The Bank of New York, as trustee for
the Certificate- Holders CWABS, Inc.,
asset-backed certificates,
Series 2005-17** **Plaintiff**

V.

Jessie B. Murray, et al. **Defendants**

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this action on September 5, 2012 and order to reschedule the sale entered on February 8, 2013 for the purpose of satisfying the judgment against the defendants in the amount of FOUR HUNDRED FOUR THOUSAND SIX HUNDRED SIXTY NINE DOLLARS AND 17/100 (\$404,669.71) 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, March 22, 2013
Beginning at the Hour of 11:30 a.m.**

Said property being more particularly bounded and described as follows:

100 Lake Linville Road, Mt. Vernon, KY 40456

TRACT 1:

Beginning at a 1/2" conduit with plastic cap stamped RLS #2773 in the access control fence in the west right-of-way of interstate #75 and being a corner to Tommy Harold Mink; thence going with said right of way the following calls: N 09 degrees 21' 38" E 461.99 feet to a pull post; N 00 degrees 13' 12" E 981.43 feet to pull post; N 08 degrees 34' 58" W 466.50 feet to a pull post in the access control fence in said right of way and a corner to Tom Coffey; thence leaving said right of way and going with the line of Coffey N 84 degrees 39' 55" W 316.50 feet to a 1/2" conduit with plastic cap stamped RLS #2773 at the base of a post; S 18 degrees 34' 58" W 1060.10 feet to a cedar said point being a corner between Tom Coffey and James O. Smith; thence going with the line of Smith the following calls S 18 degrees 12' 27" W 286.36 feet to a 1/2" conduit with plastic cap stamped RLS #2773; S 65 degrees 33' 53" E 89.70 feet to a 1/2" conduit with plastic cap stamped RLS #2773; S 24 degrees 35' 23" W 281.15 feet to a 1/2" conduit plastic cap stamped RLS #2773, said point being a corner between Smith and Tommy Harold Mink; thence going with the Mink line S 65 degrees 00' 00" E 847.91 feet to the beginning, and containing 25.66 acres. Grantors further grant to Jessie B. Murray an easement for ingress and egress over the existing gravel road leading from the Green Hill road through the property of Tommy Harold Mink to the within described property which shall run with the land. Being the same property conveyed to Jessie B. Murray by deed dated February 14, 1997, executed by Tommy Harold Mink, et ux. and recorded in Deed Book 164, Page 611 in the Office of the Rockcastle County Clerk.

TRACT 2:

Beginning at an iron stake in the line of 1. T. Baldwin and running in an easterly direction 171 feet to an iron stake; Thence in a northerly direction 66 feet to an iron stake; Thence in a northwesterly direction 92 feet to an iron stake; Thence in a westerly direction 64 feet to an iron stake; Thence in a southwesterly direction 58 feet to an iron stake; Thence in a southerly direction 66 feet to the point of beginning. Subject to all restrictions, conditions and covenants and to all legal highways and easements.

Being the same property conveyed to Jessie B. Murray, widow, by deed executed by Leon Lanthier, et al. and recorded in Deed Book 161, Page 227 and by deed of record in Deed Book 161, page 613 and deed of correction of record in Deed Book 166, page 120 all in the Office of the Rockcastle County Clerk.

Being the same property conveyed to Jessie B. Murray, widow, by deed executed by Leon Lanthier, et al. and recorded in Deed Book 161, Page 227 and by deed of record in Deed Book 161, page 613 and deed of correction of record in Deed Book 166, page 120 all in the Office of the Rockcastle County Clerk.

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

1. Tract 1 and Tract 2 shall be sold together as a whole.
2. 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 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.
3. 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 surety for the payment of the purchase price.
4. Unpaid delinquent state, county and/or city ad valorem real estate taxes owed to those government entities and not sold pursuant to the provisions of KRS 134 of record at the time of entry of judgment shall be paid out of the proceeds of the sale.
5. The purchaser shall pay the 2012 local, county and state property taxes.
6. Full satisfaction of the plaintiff's judgment shall be paid from the proceeds of the sale.
7. The purchaser shall have possession of the real property upon compliance with the terms of the sale.
8. 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.
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".

**John D. Ford
Master Commissioner
Rockcastle Circuit Court**

Commonwealth of Kentucky 28th Judicial Circuit Rockcastle Circuit Court • Division I Civil Action No. 12-CI-00085

**U.S. Bank, National Association
a/k/a U.S. Bank, N.A.** **Plaintiff**

V.

**James E. Denham, Amy Denham,
Bank One, NA, n/k/a JP Morgan
Chase Bank, and Rockcastle
County, Kentucky** **Defendants**

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this action on January 17, 2013 for the purpose of satisfying the judgment against the defendants in the amount of ONE HUNDRED EIGHT THOUSAND TWO HUNDRED TWENTY EIGHT DOLLARS AND 86/100 (\$108,228.86) 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, March 22, 2013
Beginning at the Hour of 11:30 a.m.**

Said property being more particularly bounded and described as follows:

3029 Lambert Road, Berea, KY f/k/a 719 Lambert Road, Berea, KY

A tract of land on the east side of Copper Creek on the south side of Lambert Road approximately 3 miles west of US Highway #25 in Rockcastle County, Kentucky. The description of said tract begins at a steel pin and survey cap 10 feet south of the centerline of a 12 foot gravel road (Lambert Road), said pin being situated N 28 deg. 08' 58" W, 301.62 feet, from a set stone (found); said stone being the original southeast corner to the eight acre parent tract.

The above mentioned tract is more particularly described as follows: From the above described beginning point four calls as follows: Leaving said beginning point a new line S 73 deg. 13' 47" W, 420.87 feet, to a new corner in the centerline of Copper Creek, passing at 405.87 feet a steel pin and survey cap reference point; thence with the centerline of Copper Creek N 08 deg. 53' 28" W, 168.60 feet to a new corner in the centerline of Copper Creek; thence leaving Copper Creek a new line N 73 deg. 13' 47" E, 384.64 feet to a steel pin and survey cap situated 10 feet south of the centerline of Lambert Road, passing at 10.00 feet a steel pin and survey cap reference point; thence along the west side of beginning. The above described tract contains 1.544 acres as surveying by S.W. Waddle, PLS #2234, May 6, 2000.

Being the same property acquired James E. Denham, single, by deed dated July 11, 2000, executed by Charles R. Baker, et al. of record in Deed Book 180, page 391 in the Office of the Rockcastle County Court Clerk.

The property shall be sold on the following terms & 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 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 surety for the payment of the purchase price.
3. Unpaid taxes of record at the time of entry of judgment shall be paid out of the proceeds of the sale.
4. The purchaser shall pay the 2013 and thereafter local, county and state property taxes.
5. Full satisfaction of the plaintiff's judgment shall be paid from the proceeds of the sale.
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 for the subject real property shall pass to the purchaser on the date of sale.
8. 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".

**John D. Ford
Master Commissioner
Rockcastle Circuit Court**

Commonwealth of Kentucky 28th Judicial Circuit Rockcastle Circuit Court • Division II Civil Action No. 12-CI-00290

PBK Bank **Plaintiff**

V.

**James Carpenter a/k/a
James D. Carpenter and
Sandra Carpenter a/k/a
Sandra Gail Carpenter,
husband and wife, and
Rockcastle County, Kentucky** **Defendants**

NOTICE OF SALE

Pursuant to a judgment and order of sale entered in this action on February 8, 2013 for the purpose of satisfying the judgment against the defendants in the amount of TWENTY NINE THOUSAND TWO HUNDRED FORTY THREE DOLLARS AND 33/100 (\$29,243.33) 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, March 22, 2013
Beginning at the Hour of 11:30 a.m.**

Said property being more particularly bounded and described as follows:

A certain tract of land being all of Lot No. 18 of the Quail Acres Subdivision as shown on plat of record in Plat Book 4, Page 188, in the Office of the Clerk of the Rockcastle County Court. The real property is improved with a 1996 Cavalier Mobile Home, VIN #ALCA1295680S28152.

Being the same property which the mortgagors obtained by deed dated May, 2007, executed by Kimberly D. Shearer, et vir. and recorded in Deed Book 216, Page 177 in the Office of the Rockcastle County Clerk.

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

1. The real property and mobile home shall be sold together as a whole.
2. 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 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.
3. 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 surety for the payment of the purchase price.
4. The purchaser shall pay the 2013 local, county and state property taxes.
5. Unpaid delinquent state, county and/or city ad valorem real estate taxes shall be paid out of the proceeds of the sale.
6. Full satisfaction of the plaintiff's judgment shall be paid from the proceeds of the sale.
7. The purchaser shall have possession of the real property upon compliance with the terms of the sale.
8. 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.
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".

**John D. Ford
Master Commissioner
Rockcastle Circuit Court**