Family and Consumer Sciences Corner

UK COOPERATIVE EXTENSION SERVICE University of Kentucky - College of Agriculture

Extension Notes

By Johanna Adams Leger
Nicholas County Extension Office

Growers who farm under organic standards use fewer and generally less toxic pesticides. Their management practices are designed to "restore, maintain and enhance ecological harmony." To be able to label a product as certified organic, the grower must go through a three-year certification process.

Keep in mind, however, that many growers practice sustainable growing methods but do not seek certification for one reason or another. Does that mean their non-certified product is inferior to the organic product? Of course not. It just means that with an organic certification, the consumer knows some of the basics in the grower's production system. With conventionally grown crops, the consumer doesn't know how that food was treated before reaching the grocery shelves.

Organic agriculture does tell us something about the way fruits and vegetables are grown. And what it tells us are good things, such as the product was grown in healthy soil with a minimal amount of chemicals. If that's important to you, then you should feel comfortable supporting that type of system. But the fact is the conventional product that you don't know anything about could be on the same level. It could be every bit as good as the organic food, or it could be inferior or superior. There's just not enough information to be able to make a conclusive decision standing in the grocery aisle.

When it comes to our health, it never comes down to a single decision about whether to buy organic or conventional. It really comes down to dozens of daily decisions about what we eat, how much we eat, where it comes from, and how it combines with a whole host of other factors.

Focusing on getting more natural whole foods into the diet rather than processed foods will make a bigger difference in one's health than whether that whole food is organic or conventional. Organic and conventionally produced whole foods are a vast improvement over processed foods, whether they are labeled organic or not.

But what about the health of the planet? Isn't organic better for the environment? There is no doubt that a well-run organic operation is based on environmental stewardship. A core requirement of an organic system is that farmers have to maintain or improve the natural resource base. They have to be conscious of soil and water quality and biodiversity on and off the farm. But here's the other side of the coin. How much is an organic food system worth when its products are shipped vast distances to the consumer? There are definitely environmental drawbacks associated with the energy consumption and other factors relative to transportation that weigh against the organic choice. In that case, locally raised food, whether conventional or organic, may trump food from other regions. And a whole food diet, based on the freshest, least processed foods, goes hand-in-hand with choosing local food sources.

It all comes down to assessing what is important to you. Is it pesticides? Then, organic might be the answer, but you shouldn't automatically assume conventionally produced food was heavily treated or retains significant residues. Is it the environment? Does good stewardship of the land 1,500 miles away balance "the energy consumed to get that food to you?

Is there one simple answer? No. You must make your choice based on your own belief systems and your own needs. Either choice, when part of a whole-foods diet, can be a valid one for the health of your family.

No Pass/No Drive Law in effect

For years, parents have reminded their sons and daughters that driving is a privilege to be treated responsibly. A new law that was implemented Aug. 1, pairs the responsibility of maintaining good grades and attendance in the classroom with the privilege of driving.

The No Pass/No Drive law (KRS 159.051) states that a student can be denied his or her driver's license or have his or her license revoked for 1) academic deficiency or 2) dropping out of school as a result of unexcused absences.

A student shall be considered academically deficient when he or she has not received passing grades in at least four courses, or the equivalent of four courses.

Reports of noncompliance based on academic deficiency will be made beginning with grades from the fall 2007 semester. Since most schools are currently using a six course semester, the Kentucky Department of Education is recommending that a student would need to pass more than 66% of his or her classes to be considered compliant.

If a 16 or 17-year-old student (with a driver's permit or license) accumulates nine or more unexcused absences, the school will report the student as noncompliant.

Any absences due to suspension shall be deemed as unexcused absences. Additionally, if a 16 or 17-year-old driver drops out of school, a report of noncompliance will be made.

Beginning Aug. 1 any 16 or 17-year-old applying for a permit driver's license will be required to have a completed school compliance verification form. The form verifies that the student is compliant with the components of the statute. If the student is not compliant, a form will not be issued.

The Transportation Cabinet and the Division of Licensing have been working together with the Kentucky Department of Education to ensure that accurate records of a student's compliance or noncompliance are reported. Tom Daugherty, assistant superintendent and director of pupil personnel, sees the No Pass/No Drive law as an important tool for both parents and educators.

"The No Pass/No Drive law, in conjunction with the support of the parents, the school district, and the judicial system, will help students to take responsibility for their education and their driving privileges."

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A Conversation with

Dr. J. Michael Baird, OB/GYN

Dr. J. Michael Baird recently joined the Medical Staff at Bourbon Community Hospital and opened his practice in Paris. Dr. Baird has twenty-three years experience in his field and is Board Certified by the American Board of Obstetrics & Gynecology.

Why did you choose Bourbon Community Hospital?

Fortunately, God's timing, my availability, and a community's needs all converged at this special point in time and place to provide an assignment I am eager to accept. Serving Him by providing women's medical services to this area of Kentucky is not only where I want to be, but it is where I must be. I look forward to serving and becoming part of the Paris 'family.'

Why did you specialize in OB/GYN?

In 1970, while serving in the Army at Fort Sill, Oklahoma, my wife Jane and I lost an infant son to severe prematurity. He was born at 28 weeks and, in the early 1970's, was too weak to survive. God used that tragic event to change the lives of not only my family, but the lives of countless others. From the time of that dreadful experience, my life was designed for a career in medicine. It was during my third year of medical school I selected obstetrics and gynecology as my specialty area of study. Upon completion of my residency program in Florida, I practiced general obstetrics and gynecology the next twenty-three years in Owensboro, Kentucky. Recently, I took about eighteen months out of my practice of women's healthcare to pursue advanced clinical experience and education in a second area of medicine, the relatively new specialty of medical bariatrics. A woman's battle with excess weight is hard fought but necessary to maximize her overall health and well-being. I hope that I can utilize what I have learned through those experiences better to serve my obstetrics and gynecology patients in Paris.

What is your approach to patient care?

My approach to patient care is to serve God first. I cannot be all I can be to my family or my patients unless I approach patient care in this manner. I approach clinical medicine in a team-based method, being current on the latest in specialty literature and surgical techniques is always important and necessary, but not forgetting that wisdom is the divine combination of knowledge and experience. I hope to leave a legacy of wisdom with my approach to people and their care.

Making Our Communities Healthier

Dr. Baird is now accepting new patients call 859/988-1966 for an appointment

BOURBON COMMUNITY HOSPITAL
Quality Care...and women who'll have them!

Triple Crown Medical Building and 5 Linville Drive, Suite 100 Paris, Kentucky 40361

Nicholas Specialty Clinic 101 W. Chestnut Street Carlisle, Kentucky 40311

Remember Your Recare
The importance of regular examinations

Taking good care of your teeth and gums should be a habit. We like to see most of our patients for a checkup at least once every three to six months.

We refer to your checkup visit as a *recare* appointment. A recare dental visit can take up to an hour. Your checkup will normally include a complete cleaning, a fluoride treatment, any required radiographs and a comprehensive dental examination for cavities or other problems.

If there are no problems needing treatment, we probably won't see you again until your next recare appointment!

Giving your teeth regular checkups is the only way to keep them in tiptop shape. Recare visits help to catch dental problems like decay before they turn into painful cavities. Routine dental examinations can detect life-threatening diseases like oral cancer in the early stages when they are most treatable. That is why most dental insurance plans cover at least two recare appointments per year. Insurance companies know from experience that regular recare is a great long-term investment in your health.

We encourage you to book your recare appointment well in advance. If you aren't sure when you're due for your next one, don't delay – give the Carlisle Office of Mortenson Family Dental a call at **289-5418**. Good dental habits will help your teeth last a lifetime!

The Staff of Mortenson Family Dental's Carlisle Office (L to R) Tom Vivian, Becky Davis, Dr. Roy Foster, Mary Bogge, Rhonda Sibert and Kayte Land. Not pictured is Dr. Garry Meeks.

Tooth Tips
- Brush after every meal or at least twice a day
- Use a fluoride toothpaste
- Use brushes with soft nylon bristles and a flat surface
- Replace your brush about every three months
- Use a mouthguard if you play contact sports
- Floss every day
- See your dentist regularly!

Everyone deserves a healthy smile.

MORTENSON Family Dental
www.mortensonfamilydental.com

$69 New Patient Exam!
(Includes x-rays, gum healthcare, oral cancer exam, smile analysis)

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Thoughts from ... the Pastor's Study

By Julian Hammonds
Retired United Methodist Minister

Ministers run across many interesting stories to help convey the message of God's "Good News" and His connecting and chastising Love! Forty years of sermonizing has enabled me to enjoy those stories and I want to share a few of them with you folks. One of the most familiar books of the Bible is Psalm 23. Most of us learned it as children. After a Sunday school lesson one week a little girl was heard quoting Psalm 23:1. The child did not quote it quite right, but she had the right idea when she said, "The Lord is my shepherd: I've got all I want."

The truth we adults so often fail to remember is that God does provide all our needs, and we are to be content with His provisions. The next illustration reveals how parents can help calm the fears of their children, just as God brings peace to us, His children.

A doctor had to give a painful shot to a four year old girl. When she learned what the doctor was about to do, her face showed anxiety and her body tensed. As the doctor picked up what looked to the little girl to be a needle large enough to kill an elephant, she turned her eyes to her father, who then took her hand and fixed his eyes on hers. An expression of confidence and calmness came on her face. She knew she was not alone and found comfort, not in her father's spoken answer, but in his presence with her in her time of trial. God promises to do the same for us if we will allow Him.

That father did to his little girl what my mom did for me. When I was four years old the doctor came in and said he was going to give my Grandmother Hammonds a shot. I ran to the next room and put my hands over my ears in fear of the shot and the noise. Mom came to me and explained the shot was medicine with a needle. Boy did I feel better not only for myself but for my Grandmother.

This one is a gem and a quickie. Do you know what is the best way to have the last word in an argument? Apologize!

By the way, did you ever try to give advice to a know-it-all? If so you really enjoy this one.

A man was on the practice golf course when the club pro brought another man out for a lesson. The pro watched the fellow swing several times and started making suggestions for improvement, but each time the pupil interrupted with his own version of what was wrong and how to correct it. After a few minutes of this interference the pro began nodding his head in agreement. At the end of the lesson the student paid the pro, congratulated him on his expertise as a teacher, and left in an obviously please frame of mind.

The observer was so astonished by the performance that he asked, 'why did you go along with him?" "Son", the old pro said with a grin, as he carefully pocketed his fee, " I learned a long time ago that it's a waste of time to sell answers to a man who wants to buy his echoes."

In conclusion, I wish to conclude the illustrations by using one that highlights a favorite scripture of mine. . .

Paul's statement in Romans 8:28 that "all things work together for the good" sounds like the ingredients for a cake after they have been mixed together. Some of the ingredients used to make a cake taste good by themselves. Other ingredients, such as alum, baking powder, or flour are not very palatable. Nevertheless, they are essential and must be mixed with the good-tasting ingredients to produce a delicious final product.

Nicholas News Triangle
Headquarters~Saltwell~Barterville

By Ramona Hollar George
859-289-4180
randbgor@bellsouth.net

Rev and Mrs. Darrel Sexton, from the Assembly of God Church, provided the 1:30 p.m. service at Johnson Mathers Health Care last Sunday. He brought an inspiring message and sang a beautiful solo, accompanied by his wife on piano.

Mr. and Mrs. Michael (Bridget) Davis and Mr. and Mrs. Charles Doyle took Jeff Doyle to eat in Georgetown Saturday night, celebrating Jeff's birthday. Phyllis Brady, his aunt also visited him that day.

Our communities send get well wishes to Adam Routt who underwent major surgery on Tuesday morning at ST. Joseph Hospital. He returned to his home in Lexington on Friday. Adam is the son of the minister at Headquarters United Methodist Church, Brenda Routt and husband Toby.

Don Adams, Phyllis Brady, Brenda Nolan, Mr. and Mrs. Charlie Doyle and Mathers Health Care last Sunday. He brought an inspiring message and sang a beautiful solo, accompanied by his wife on piano.

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Don Adams, Phyllis Brady, Brenda Nolan, Mr. and Mrs. Charlie Doyle and many others visited Mr. and Mrs. David Doyle. Phyllis also visited Bettejean Amche at Johnson Mathers Hospital on Monday. Phyllis also visited Jerry Doyle at Shady Lawn on Thursday. Several people from Nicholas and Harrison Counties are attending the Tennessee Walking Horse Celebration, Show in Shelbyville, Tennessee. It is always held for 10 days and is over the Saturday night before Labor Day.

The Nicholas County Football Team traveled to Louisville by bus on Friday night to play a game on Saturday. Our county was very proud of the team and the many fans who were there to cheer them on.

PUBLISHER'S NOTICE

All real estate advertising in this newspaper is subject to the Fair Housing Act which makes it illegal to advertise "any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or an intention, to make any such preference, limitation or discrimination." Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18

This newspaper will not knowing accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis. To complain of discrimination call HUD toll-free at 1-800-669-9777. The toll-free telephone number for the hearing impaired is 1-800-927-9275.

ATTENTION !!!!

Tobacco Buy-Out Recipients

Cost-Share Programs will be available for sign-up At the Nicholas County Extension Office

September 10-21
Office Hours 8:00-12:00 1:00-4:30

This is not a first come first serve approval So you need not worry to be first in line on the morning of Septembèr 10

The following programs are available for sign-up.

Ag. Diversification
Cattle Genetics
Cattle Handling Facilities
Fencing (Boundary fencing only)
Forage (This includes interior fencing)
Hay & Grain Storage
On Farm Water Enhancement

Producers may sign-up for a maximum of three programs. Only one fencing program can be utilized per funding cycle. No prior purchases will be accepted before committee approval. Itemized statement, proof of payment, and photo of project required before payment will be issued.

COMMONWEALTH OF KENTUCKY
NICHOLAS CIRCUIT COURT
CASE NO. 06-CI-00085

AMERICA'S WHOLESALE LENDER — PLAINTIFF
VS: NOTICE OF SALE
ROBERT R. McGUFFEY, JR., ET AL. — DEFENDANTS

By virtue of Judgment and Order of Sale of the Nicholas Circuit Court entered in the above styled action on July 16, 2007, and to make enough money to satisfy said judgment lien owed Plaintiff as of March 1, 2006, in the amount of $71,450.90, plus interest in the amount of $18.21 per diem from said date until paid, plus uncollected late charges and Plaintiff's right to make later claim for advances for taxes, insurance, assessments, sums expended pursuant to KRS 426.525, and other levies and costs paid by Plaintiff, and its costs herein expended, including expenses of sale and reasonable attorney fees expended, all as provided in said judgment, the undersigned Master Commissioner will on September 8, 2007, at or about the hour of 10:00 a.m. at the Nicholas County Courthouse door in Carlisle, Kentucky, offer for sale to the highest and best bidder(s) that property known as 122 North Broadway, Carlisle, Nicholas County, Kentucky 40311, and more particularly described to-wit:

"**TRACT 1:** "A certain tract or parcel of ground lying in Nicholas County, Kentucky, in what is known as Pickrellville, a suburb of the City of Carlisle, and bounded on the East by the road leading from Carlisle to Arnett's Old Stand; on the North by the lot of Lawson Hanning; on the West by an alley and on the South by the lot of Henry Clay, being 60 feet front and 120 feet deep."

"But **EXCEPTING** out of and from said foregoing boundary lot of ground hereinbefore conveyed to America Wells by Jane Thornton by deed dated March 23, 1914, and recorded in Deed Book No. 30, Page 139, of the Nicholas County Clerk's Office."

Being the same property conveyed to Robert R. McGuffey, Jr., a single person, by deed dated April 15, 2005, of record in Deed Book 117, Page 536, in the Office of the Nicholas County Clerk.

Upon the sale of the above-described property, the purchase price shall be payable in cash. If the purchase price is not paid in full, the successful bidder(s) shall make a deposit of ten (10%) percent of the purchase price and give bond with approved good and sufficient surety thereon for payment of the remaining part of the purchase price in within thirty (30) days of date of sale, said bond to have the same force and effect as a judgment and to be a lien on said property and to bear interest at the rate of twelve (12%) percent per annum from date of sale until paid, which bond and accrued interest can be paid before maturity.

Said property shall be sold as a whole "as is" and free and clear of all liens, encumbrances and interests of the parties herein but shall be sold subject to:

(a) 2007 and subsequent years ad valorem property taxes which shall be paid by the purchaser(s);
(b) Legal highways, easements, restrictions, covenants and stipulations of record affecting said property, and applicable zoning ordinances and all governmental laws and regulations affecting same;
(c) Any assessments for public improvements levied against the property;
(d) Any facts that could be disclosed by an accurate survey and inspection of the property,
(e) Any right of redemption which may exist.

The Plaintiff, the Court and the Master Commissioner shall not be deemed to have warranted title to any purchaser(s). Purchaser(s) shall be entitled to possession of the premises, and a deed will be delivered to the purchaser(s), upon full payment of the purchase price and confirmation of the sale and approval of the deed by the Court.

Following sale of the above-described property, the Master Commissioner shall promptly report same to the Court, and said report shall be held over for a period of ten (10) days for confirmation or exceptions. Anyone desiring to object or except to the sale shall do so by that time or be forever barred.

Joseph H. Conley, Master Commissioner,
Nicholas Circuit Court

Published in The Carlisle Mercury Wednesday August 22, 29 and September 5, 2007

COMMONWEALTH OF KENTUCKY
NICHOLAS CIRCUIT COURT
CASE NO. 06-CI-000835

FARMERS BANK & TRUST COMPANY — PLAINTIFF
VS: NOTICE OF SALE
CLAY FRYMAN; JABETOWN MILL; AMERICAN FOUNDERS BANK, INC., BOBBY KINDER, JR. and UNKNOWN SPOUSE OF BOBBY KINDER, JR. — DEFENDANTS

By virtue of Judgment and Order of Sale of the Nicholas Circuit Court entered in the above styled action on August 7, 2007, and to make enough money to satisfy said judgment lien owed Plaintiff in the amount of $133,287.55, plus interest of $22.33 per diem from December 12, 2005, until paid, plus additional late charges, other charges, attorney fees and its costs herein expended, including expenses of sale, all as provided in said judgment, the undersigned Master Commissioner will on September 8, 2007, at or about the hour of 10:30 a.m. at the Nicholas County Courthouse door in Carlisle, Kentucky, offer for sale to the highest bidder(s) that real property located in Nicholas County, Kentucky, and described as follows:

A certain tract or parcel of land lying in Nicholas County, Kentucky, on the west side of Kentucky Highway 32, and which is more particularly described as follows:

"**BEGINNING** at a post 1.4 of a pole S 19 east of a locust in School House yard and corner to T.S. Parks; thence S 45 ¼ E 83.0 poles to a honey locust; thence S 35 ¼ E 135 ½ poles passing 1.5. Parks' corner two poles to a stake on the south side of the branch 1.6 poles S 6 W from a sugar tree; then up said branch on the south side of it N 49 E 28 poles N 51 ¼ E 28 poles; N 62 E 18 poles; N 67 12 3 poles to a hickory corner to Mitchell; thence N 86.52 E 9.2 poles to a stone; thence N 46 ¼ W 279.2 poles passing a post to the north side of the pike; thence down the pike with the center S 31 ¼ W 21.7 poles; S 28 ¼ W 41 ½ to T. S. Parks' line, thence with his line S 54 ¼ E 5 ¼ poles passing a walnut 1.1 poles to a stake; thence S 21 ½ W 6 Poles to the beginning, contain 120 acres 1 roods and 15 poles, subject to legal highways, leaving about 119 acres herein conveyed."

"**THERE IS EXCEPTED FROM THE FOREGOING** a certain tract or parcel of land conveyed to Jaunita McCarty by deed from Harrison and Olive Fryman, dated January 15, 1963 which is of record in Deed Book 59, Page 244, Nicholas County Clerk's Office, lying and being in Nicholas County, Kentucky, on the line of Kentucky Highway No. 32 and more particularly described as follows:

"**BEGINNING** at a stake in the south margin of Kentucky Highway No. 32, corner to Clay Fryman; thence southward with Clay Fryman's line fence of Harrison Fryman and Juanita McCarty; then in an eastern direction 75 feet to a stake corner in the fence line of Harrison Fryman and Juanita McCarty, (this line running in front of the house); thence in a northern direction approximately 300 feet along the line fence of Harrison Fryman to the south margin of Kentucky Highway No. 32; thence westwept 75 feet along the margin of said highway to the beginning, being a rectangular tract of land 75 feet by 300 feet and is being conveyed for the purpose of giving Juanita McCarty an outlet to the highway."

"**THERE IS ALSO EXCEPTED HEREIN** a certain tract or parcel of land this day conveyed to Paul Fryman and Connie Fryman, husband and wife, from Clay Fryman, et als, by deed dated June 1, 1998, which is of record in Deed Book 99, Page 223, Nicholas County Clerk's Office, lying and being in Nicholas County, Kentucky, which is located on the East side of Kentucky Highway No. 32 containing a two (2) story house, 5 bent barn, other outbuildings, and approximately 100 acres, lying in Nicholas County, Kentucky on the waters of Flemming Creek and more particularly described as follows:

"Bounded on the South by Gray, on the East by Gray and Mike Fryman, on the North by Luther Tincher and Mike Fryman, and on the West by Kentucky Highway No. 32."

"Being a part of the same land conveyed Harrison Fryman and Willie Fryman, equally and jointly, by deed dated February 5, 1994, from Lloyd Herndon and Sallie Herndon, his wife, which is of record in deed Book 48, Page 181, Nicholas County Clerk's Office. Also being a part (tract III) of the land in which Willie Fryman, single, conveyed by deed dated January 25, 1949, which is of record in Deed Book 51, Page 577, Nicholas County Clerk's Office. Harrison Fryman died intestate on the 11th day of May, 1974. His interest descended to his heirs-at-law, see Affidavit of Heirship of Harrison Fryman of record in Deed Book 75, Page 67, Nicholas County Clerk's Office. Olive Fryman died intestate on the 5th day of March, 1997, leaving her interest to her eleven children as shown in the Affidavit of Descent of record in Deed Book 99, Page 262, Nicholas County Clerk's Office."

"**THERE IS ALSO EXCEPTED HEREIN** a certain tract or parcel of land conveyed Debra F. Ammerman, by deed from Clay Fryman, dated July 11, 2003, which is of record in Deed Book 113, Page 61, Nicholas County Clerk's Office, lying and being in Nicholas County, Kentucky, on the line of Kentucky Highway No. 32 and more particularly described as follows:

"**BEGINNING** at a point in the center of Highway No. 32 where it intersects the Pleasant Valley Tumpike; thence in a westerly direction 300 feet up the center of Highway No. 32 to a point; thence at a right angle in a northerly direction 200 feet to a point; thence in a right angle in an easterly direction 300 feet to a point in the center of Pleasant Valley Tumpike; thence at a right angle in a southerly direction 200 feet up the center of said tumpike to the point of beginning containing 1.37 acres, more or less."

"Being a portion of the same property conveyed to Clay Fryman and Kathleen Fryman, husband and wife, with rights of survivorship by the heirs of Harrison Fryman and Olive Fryman, Paul Fryman et al., by deed dated June 1, 1998, and of record in Deed Book 99, Page 242, of the Nicholas County Clerk's Office., and being a portion of the same property inherited by Clay Fryman as an heir-at-law of Harrison Fryman and Olive Fryman. See Affidavit of Descent of record in Deed Book 75, Page 67, and Deed Book 99, Page 262, of the Nicholas County Clerk's Office. Said Kathleen Fryman died on July 4, 2003, and Clay Fryman became the sole owner of the above described property by operation of law by virtue of being the survivor."

"**THERE IS ALSO EXCEPTED HEREIN** a certain tract or parcel of land conveyed to Bobby Kinder, Jr. and Brooklyn Fayth Kinder, by deed from Clay Fryman dated July 16, 2003, which is of record in Deed Book 113, Page 86, Nicholas County Clerk's Office, lying and being in Nicholas County, Kentucky, on the line of Kentucky Highway No. 32 and more particularly described as follows:

"**BEGINNING** at a point in the center of Highway No. 32 corner to grantor; thence in a westerly direction 303 feet up the center of the highway corner to Gray; thence at a right angle in a northerly direction 300 feet along the line of Gray to a point; thence at a right angle in an easterly direction 300 feet to a point corner to grantor; thence at a right angle in a southerly direction 300 feet to the point of beginning, containing 2 acres, more or less."

"**THERE IS ALSO EXCEPTED HEREIN** a certain tract or parcel of land conveyed to Larry Smalley and Brooklyn Fayth Kinder, by deed from Clay Fryman dated July 16, 2003, which is of record in Deed Book 113, Page 82, Nicholas County Clerk's Office, lying and being in Nicholas County, Kentucky, on the line of Kentucky Highway No. 32 and more particularly described as follows:

"**BEGINNING** at a point in the center of highway corner to grantor; thence in a westerly direction 108 feet up the center of the highway to a point; thence at a right angle in a northerly direction 90 feet along grantor to a point; thence at a right angle in an easterly direction 108 feet along grantor to a point; thence at a right angle in a southerly direction 90 feet along grantor to the point of beginning, containing one fourth (1/4) acre, more or less."

"The tract of land in the conveyance contains 22 acres, more or less."

"Being the same property conveyed to Bobby Kinder, Jr. and Debra Ammerman by deed dated February 4, 2005, of record in Deed Book 119, Page 215, of the Nicholas County Clerk's Office; and

Being the same property in which Debra Ammerman and Mike Ammerman, her husband, conveyed their interest to Clay Fryman by deed dated December 18, 2006, of record in Deed Book, 120, Page 756, of the aforesaid Clerk's Office."

Upon the sale of the above-described property, the purchase price shall be payable in cash. If the purchase price is not paid in full, the successful bidder(s) shall make a deposit of ten (10) percent of the purchase price and give bond with approved good and sufficient surety thereon for payment of the remaining part of the purchase price within thirty (30) days of date of sale, said bond to have the same force and effect as a judgment and to be a lien on said property and to bear interest at the rate of twelve (12%) percent per annum from date of sale until paid, which bond and accrued interest can be paid before maturity.

Said property shall be sold as a whole "as is" and free and clear of all liens, encumbrances, interests and claims of the parties herein. Said property shall be sold subject to:

(a) 2007 and subsequent years ad valorem property taxes which shall be paid by the purchaser(s);
(b) Legal highways, easements, restrictions and stipulations of record affecting said property, and all governmental laws and regulations affecting same;
(c) Any assessments for public improvements levied against the property;
(d) Any facts that could be disclosed by an accurate survey and inspection of the property.
(e) Any right of redemption which may exist.

Purchaser(s) at their own expense shall carry fire and extended insurance coverage on improvements on said property from date of sale until purchase price is fully paid, in the amount of the court appraised value of said improvements or the amount of the unpaid balanceof the purchase price, whichever is less, at a minimum, with a loss payable clause to the Master Commissioner and Plaintiff herein. Failure of purchaser(s) to obtain said insurance shall not affect validity of sale or purchaser(s) liability thereunder, but shall entitle, but not require, Plaintiff to obtain said insurance and furnish the policy and premium thereon, and the proper thereof shall be charged to purchaser (s) as their cost.

The Court and the Master Commissioner shall not be deemed to have warranted title to any purchaser(s). Purchaser(s) shall be entitled to possession of the premises, and a deed will be delivered to the purchaser(s), upon full payment of the purchase price and confirmation of the sale and approval of the deed by the Court.

Following sale of the above-described property, the Master Commissioner shall promptly report same to the Court, and said report shall be held over for a period of ten (10) days for confirmation or exceptions. Anyone desiring to object or except to the sale shall do so by that time or be forever barred.

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Nicholas Circuit Court

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