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COURT NEWS

Nicholas County District Court
Hon. Jay Delaney
June 24, 2009

Estate of: James Ronnie Duncan. PH. Amended petition filed- Sharon Coffey appeared and had no objection to requested appointment. Lloyd Duncan appointed administrator. Bond set at $750.00 with surety waived.

Estate of: Margaret S. Hovermale. REV. Review 8/5/09 at noon.

Estate of: Howard Cecil Letcher. INV. Inventory filed.

Estate of: Kathryn C. Moore. INV. Probate notice to fiduciary 7/15/09 at 8:45 a.m.

In Re: Hali Brooke Webb. CT. petition granted. Order entered.

Capital One Bank (USA) vs. Jason K. Metcalfe. MH. Def. Judg. Granted in Princ. amount of $992.19, post-judg. Int. at 12% and costs.

Billy Mac Gaunce vs. Donnie Gilvin. CT. parties present. Hearing held. Forc. Det. Granted. Def to vacate on or before 7/1/09 at 4:00 p.m.

In Re: Kalep Thomas Brierly. CT. Petition granted. Order entered.

Heights Finance vs. Terry Briner. MH. order entered.

Heights Finance vs. Tim Fraley. MH. order entered.

Lillie Maye Humphries vs. Ronnie Stone. MH. motion to withdraw granted.

Lydia A. Webb. OH. 1. disregarding traffic control device, traffic light. MOC dismiss. 2. failure to produce insurance card. MOC dis on proof.

Benny B. Buckler Jr. ARR. failure to notify address change to dept of transp. Arr. held N.G. plea PTC 7/22/09 at 1:00 p.m. (bring license)

Angela Holland. ARR. failure to wear seat belts. (Ct. date on citation questionable). S.C. by mail 7/8/09 at noon.

Bobby R. Hunt. ARR. 1. improper start from parked position. MOC merge into 2.carless driving. GP STS Req and approved – CT costs.

William Thomas Maybrier. ARR. Resident fishing without a license/permit. MOC dis on proof.

Carolyn Jean Perkins. ARR. failure to wear seat belts. Pd in full.

Ronald L. Sadler. ARR. reckless driving. GP STS req and approved ct costs. SC 8/12/09 at 10:00 a.m.

Roy D. Sexton. AR. Failure to wear seat belts. Paid in full.

Gerrick T. Zornes. ARR. resident fishing without a license/permit. MOC dis on proof.

Joseph Benton. ARR. failure to notify address change to Dept or Transp. MOC dis on proof.

Shannon W. Bowles. ARR. 1.failure to wear seat belts. Pd in full. 2. failure of non-owner operator to maintain req insurance 1st. MOC dis on proof. 3. license to be in possession. MOC dis on proof.

Ginger T. Dryden. OH. 1. theft by deception incl cold checks under $300. 2. theft by deception incl cold checks under $300.3. Theft by deception incl cold checks under $300. 4. theft by deception incl cold checks under $300. Bond to remain at $500.00 cash, property eligible. Contempt Hearing 7/1/09 at 2:00 for failure to appear.

Isaac W.Dugan Jr. ARR. failure to owner to maintain required insurance/security 1st. MOC dis on proof.

Sierra N. Edgington. ARR. 1. Careless Driving. 2. oper MTR Veh U/influ Alc .02/ drugs etc <21 YOA. 3. no operators/moped license. SC by sheriff 7/8/09 at 12:00 p.m.

Ian D. Felts. ARR. 1. failure to wear seat belts. Pd in full. 2. failure to produce insurance card. MOC dis on proof.

Keria L. Hornsby. ARR. 1. failure to wear seat belts. 2. Failure to use child restraint device in vehicle. 3. failure to notify address change to Dept of Transp. 4. operating on suspended/revoked operators license. 5. license to be in posession. Arr. held N.G. plea PTC 8/26/09 t 1:00 p.m. (app with license).

Jimmy P. Johnson. ARR. license to be in possession. MOC dis on proof.

Brian T. Jones. REV. OBS possession of alcoholic beverage by a minor. Review 7/8/09 at 12:00 For completion of CS.

Leslie R. Mitchell. ARR. operating vehicle with expired operators license. 2. op MV under/influence of alcohol/ drugs, etc. .08 1st off.

Baltazar Tovar Perez. ARR.1. failure to wear seat belts. 2. no operators/moped license. 3. failure of non-owner operator to maintain req insurance, 1st. 4. no/ expired Kentucky registration receipt. Case dismissed. (citation unsigned)

Noble J. Pergram. ARR. 1. Failure to notify address change to Dept. of Transp. 2 op MV under/influence of alcohol/drugs etc. .08 1st off. GP $200.00 F. plus costs and serv. Fee 90 day lic susp. ADE school SC 9/9/09 at 10:00 a.m.

Gerald A. Riesenberg. ARR. 1. failure to wear seat belts. 2. no operators/moped license. Fleeing or evading police, 2nd degree. (motor vehicle). Arr. held N.G. plea PTC 7/22/09 at 1:00 p.m. (to appear with atty).

Daniel E. Sargent. ARR. failure to add taxable unit to taxable inventory. MOC dis on proof.

Billy T. Slone. ARR. 1. assault 4th degree domestic violence minor injury. 2. resisting arrest. 3. assault 3rd degree police/probation officer-identi. PD appointed waive form arr. N.G. plea waive 10/20 PTC 7/29/09 at 1:00 p.m.

Mickey T. Slone. ARR. 1. burglary, 3rd degree. 2. assault 4th degree domestic violence minor injury. PD appointed waive form arr. N.G. plea waive 10/20 PTC 7/29/09 at 1:00 pm.

Mickey T. Slone Jr. ARR. 1. assault 4th degree domestic violence minor injury. 2. terroristic threatening 3rd degree. PD appointed waive form arr. N.G. plea PTC 7/29/09 at 1;00 p.m.

Israel Daryl Stacy. ARR. 1. license to be in possession MOC dis on proof. 2. Failure to produce insurance card.

See Court New Page 14

Tourism Inc. July 2nd Late Afternoon & Evening

Tourism Inc. will have for sale, Their "Famous Steak Sandwiches", Burgers, Chili Dogs & Baked Potatoes.

Main St. before and during Parade Events.

Other food booths include:

- NCAWS
- Nicholas County Rotary
- The Carlisle Methodist Church
- Nicholas County Football Boosters
- Nicholas Co. High School Cheerleaders

NOTICE TO CUSTOMERS OF KENTUCKY UTILITIES COMPANY
RECOVERY BY ENVIRONMENTAL SURCHARGE OF KENTUCKY UTILITIES COMPANY'S 2009 ENVIRONMENTAL COMPLIANCE PLAN

PLEASE TAKE NOTICE that on June 26, 2009, Kentucky Utilities Company ("KU") filed with the Kentucky Public Service Commission ("Commission") in Case No. 2009-00197, an Application pursuant to Kentucky Revised Statute 278.183 for approval of an amended compliance plan ("KU's 2009 Environmental Compliance Plan") for the purpose of recovering the capital costs and operation and maintenance costs associated with new pollution control facilities through an environmental surcharge on customers' bills beginning February 2010, under KU's existing rate mechanism known as the environmental cost recovery surcharge or "Electric Rate Schedule ECR."

Federal, state and local environmental regulations require KU to continually build and upgrade equipment and facilities in order to operate in an environmentally sound manner. Specifically, KU is seeking Commission approval of a Certificate of Public Convenience and Necessity ("CPCN") to construct a new Selective Catalytic Reduction system ("SCR") for Brown Unit 3 at the E.W. Brown Generating Station in Burgin, Kentucky to comply with federally mandated nitrogen oxides requirements, and approval for CPCNs to construct new landfill facilities at the Ghent Generating Station in Ghent, Kentucky and at the Trimble County Generating Station near Wises Landing in Trimble County, Kentucky. Additionally, KU is seeking recovery of costs associated with these environmental projects, which are necessary for compliance with the Federal Clean Air Act, the Federal Clean Water Act and the Federal Resource Conservation and Recovery Act. These additional projects primarily relate to installation of an SCR system on Brown Unit 3, expansion of the coal combustion byproduct ("CCP") treatment basin at the E.W. Brown Generating Station, expansion of the CCP treatment basins at the Trimble County Generating Station, construction of new landfill facilities at the Ghent and Trimble County generating stations, and certain operating costs associated with the Air Quality Control System equipment necessary to operate Trimble County Unit 2 within the approved environmental limitations. The capital cost of the new pollution control facilities for which KU is seeking recovery at this time is estimated to be $463 million. Additional operation and maintenance expense will be incurred for these facilities.

The estimated impact on a residential customer using 1,000 kilowatt hours per month is expected to be an initial monthly increase of $0.99 for KU customers during 2010, with the maximum monthly increase expected to be $3.73 during 2013.

The Environmental Surcharge Application described in this Notice is proposed by KU. However, the Public Service Commission may issue an order modifying or denying KU's Environmental Surcharge Application. Such action may result in an environmental surcharge for consumers other than the environmental surcharge described in this Notice.

Any corporation, association, body politic or person may, by motion within thirty (30) days after publication, request leave to intervene in Case No. 2009-00197. That motion shall be submitted to the Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky, 40602, and shall set forth the grounds for the request including the status and interest of the party. Intervenors may obtain copies of the Application and testimony by contacting Kentucky Utilities Company at 220 West Main Street, Louisville, Kentucky, 40202, Attention: Lonnie E. Bellar, Vice President, State Regulation and Rates. A copy of the Application and testimony will be available for public inspection at KU's offices where bills are paid after June 26, 2009.

COMMONWEALTH OF KENTUCKY
NICHOLAS CIRCUIT COURT
CASE NO. 09I-CI-00049

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as TRUSTEE in Trust for the benefit of the
Certificateholders for Ameriquest Mortgage Securities
Trust 2006-R1, Asset-Backed Pass-Through Certificates
2006-R1 PLAINTIFF

VS: NOTICE OF SALE

THOMAS E. TEDDER
LINDA S. TEDDER DEFENDANTS

. . . . . .

By virtue of Judgment and Order of Sale entered in the above styled action on June 16, 2009, and to make enough money to satisfy said judgment lien owed Plaintiff as of May 30, 2009, in the amount of $112,225.92, plus interest at the rate of $23.74 per diem from said date until paid plus late charges, any delinquent ad valorem property taxes, advances for taxes and insurance and its costs herein elipended, including expenses of sale and a reasonable attorney fee and for any other fees expended for services performed in connection with the defendant's default and for the purposes of protecting Plaintiff's interest in the property and its rights under the mortgage instrument, all as set out in said judgment, the undersigned Master Commissioner will on July 11, 2009, at or about the hour of 9:30 a.m. at the Nicholas County Courthouse door in Carlisle, Kentucky, offer for sale to the highest and best bidder(s) the following described property known as 1530 Locust Grove Road, Carlisle, Nicholas County, Kentucky 40311, and more particularly described as follows:

"A certain tract or parcel of land situated in Nicholas County, Kentucky, and more particularly described as follows:

"Beginning at a point corner to Willie Hogg and Locust Grove Road; thence up said road 540' more or less, to a point corner to Clarence Scott; thence at right angles along the line of said Scott 111 feet, more or less, to a locust tree; thence along the line of Willie Hogg 489 feet, more or less, to a locust tree corner with Hogg; thence 144 feet, more or less, along the line of Hogg to a honey locust tree; thence along the line of Willie Hogg 540 feet, more or less, to a locust tree; thence along the line of Hogg 102 feet, more or less, to the point of beginning, containing five acres, more or less."

Being the same property conveyed to Thomas E. Tedder and Linda S. Tedder, husband and wife, by Deed dated 6/2/86, of record in Deed Book 77, Page 476, in the Nicholas County 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 10 % of the total 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 after the 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, claims and interests of the parties herein but shall be sold subject to:

(a) 2009 and subsequent years ad valorem property taxes which shall be paid by the purchaser(s);
(b) Legal highways, easements, restrictions, conditions, covenants 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.

Neither the Court nor the Master Commissioner shall be deemed to have warranted title to any purchaser(s). Purchaser(s) shall be entitled to possession of the premises, upon full payment of the purchase price or execution of the sale bonds and confirmation of the sale by the Court. A deed will be delivered to purchaser(s) upon 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.

s/ Joseph H. Conley, Master Commissioner
Nicholas Circuit Court

Published in The Carlisle Mercury on Wednesday, June 24, July 1 and July 8, 2009

COMMONWEALTH OF KENTUCKY
NICHOLAS CIRCUIT COURT
CASE NO. 09I-CI-00049

FIFTH THIRD MORTGAGE COMPANY PLAINTIFF

VS: NOTICE OF SALE

WILLIAM CARL WORKMAN
FIFTH THIRD BANK DEFENDANTS

. . . . . .

By virtue of Judgment and Orders of Sale entered in the above styled action on March 27, 2009, and June 16, 2009, and to make enough money to satisfy said judgment lien owed Plaintiff as of January 4, 2009, in the amount of $142,813.73, plus interest at the rate of $24.58 per diem from said date until paid plus late charges, any delinquent ad valorem property taxes, advances for taxes and insurance and its costs herein expended, including expenses of sale and a reasonable attorney fee and for any other fees expended for services performed in connection with the defendant's default and for the purposes of protecting Plaintiff's interest in the property and its rights under the mortgage instrument, all as set out in said judgment, the undersigned Master Commissioner will on July 11, 2009, at or about the hour of 11:00 a.m. at the Nicholas County Courthouse door in Carlisle, Kentucky, offer for sale to the highest and best bidder(s) the following described property known as 7600 Maysville Road, Carlisle, Nicholas County, Kentucky 40311, and more particularly described as follows:

"BEING that certain parcel or tract of land located on the east side of U.S. Highway No. 68 at "Ellisville" as set out in the Record Plat for Daryl R. & Marilyn W. Stacy Property, Maysville Road, Carlisle, Kentucky, of record in Plat Cabinet A, Slide 74, Nicholas County Court Clerk's Office, containing 1.512 acres. See said Plat for a more particular description. A metes and bounds description is as follows:

"Unless stated otherwise, any monument referred to herein as an iron pin is a set ½" x 18" steel pin with a yellow cap stamped "WILLIAMS LPLS 316".

"BEGINNING at a set iron pin located in the east right-of-way line of U. S. Highway No. 68, a corner to other property of Daryl R. & Marilyn W. Stacy (Deed Book 100, Page 513); thence with the line of Daryl R. & Marilyn W. Stacy S 66 degrees 53' 55" E 401.23 feet to a set iron pin, a corner to property of Bobby G. & Carla H. Kelley (Deed Book 117, Page 413); thence with the lines of Bobby G. & Carla H. Kelly N 29 degrees 28' 41" E 9.32 feet to a found P-K Nail in a post; thence N 13 degrees 21' 37" E 180.60 feet to a set iron pin, a corner to property of Israel D. & Michelle Stacy; thence with the line of Israel D. & Michelle Stacy N 73 degrees 11' 22" W 386.34 feet to a set iron pin, located in the east right-of-way of record of U.S. Highway No. 68; thence with the east right-of-way line of U.S. Highway No. 68 S 18 degrees 14' 50" W 145.45 feet to the point of beginning; containing an area of 1.512 acres. Being subject to any easements or rights-of-way of record or implied. This description prepared by J. D. Williams, Jr. L.P. L. S. 316, according to a survey conducted on September 14, 2006, by J. D. Williams Engineers-Surveyors, Inc."

AND BEING a portion of the same property conveyed to William Carl Workman, a single person, by Deed dated October 26, 2006, and of record in Deed Book 120, page 503, Nicholas County Court 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 10 % of the total 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 after the 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, claims and interests of the parties herein but shall be sold subject to:

(a) 2009 and subsequent years ad valorem property taxes which shall be paid by the purchaser(s);
(b) Legal highways, easements, restrictions, conditions, covenants 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.

Neither the Court nor the Master Commissioner shall be deemed to have warranted title to any purchaser(s). Purchaser(s) shall be entitled to possession of the premises, upon full payment of the purchase price or execution of the sale bonds and confirmation of the sale by the Court. A deed will be delivered to purchaser(s) upon 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.

s/ Joseph H. Conley, Master Commissioner
Nicholas Circuit Court

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