

# Copy of Public Advertising

Pursuant to the terms of an In Rem Judgment & Order of Sale entered in the above case on December 4, 2018, the United State Marshal will on, May 10<sup>th</sup>, 2019, at 10:00 A.M., CDT, sell at public auction, to the highest bidder, at the MCLEAN COUNTY COURTHOUSE, 210 Main Street, Calhoun, Kentucky 42327, the following described property located in McLean County, Kentucky, together with all improvements, appurtenances and fixtures located thereon (the "Property").

**PROPERTY ADDRESS & DESCRIPTION:** PVA Parcel No. 47-11B, with the Property being located at 2320 Coffman School House Road, Sacramento, Kentucky 42372. The Property is more particularly described as follows:

**Tract 1:** A certain tract or parcel located on the northwest side of the Coleman (correctly known as Coffman) Schoolhouse Road approximately three miles southeast of the city of Sacramento in McLean County, Kentucky, and more specifically described as follows:

Beginning at an iron spike set in the centerline of the Coleman (correctly known as Coffman) Schoolhouse Road, said spike also being in an extension of the northwest line of the Allen Whitmer property recorded in Deed Book 80, page 505, in the McLean County Court Clerk's Office; thence with said centerline of said Coleman (correctly known as Coffman) Schoolhouse Road, North 58 degrees 02' 45" West, a distance of 105.19 feet to an iron spike set in said centerline; thence serving the Allen J. Miller property recorded in Deed Book 106, page 741, of which this description is a part, the following four (4) calls: 1) North 50 degrees 02' 02" East a distance of 676.81 feet to an iron pin set in said Miller property; 2) North 39 degrees 57' 58" West a distance of 750.00 feet to an iron pin set in said Miller property; 3) North 50 degrees 02' 02" East a distance 1000.00 feet to an iron pin set in said Miller property; 4) South 39 degrees 57' 58" East, a distance of 850.00 feet to an iron pin set in said northwest line of said Whitmer property; thence with said northwest line of said Whitmer property, South 50 degrees 02' 02" West, a distance of 1644.17 feet to the point of beginning, containing 21.0295 acres and being subject to all legal written and unwritten easement and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on July 29, 1996.

**TRACT II:** A certain tract or parcel located 613 feet northeast of the Coleman (correctly known as Coffman) Schoolhouse Road approximately three miles southeast of the city of Sacramento in McLean County, Kentucky, and being more specifically described as follows:

Beginning at an iron pin set at a corner of the Hudson Foods, Inc., property recorded in Deed Book 137, page 155, at the McLean County Clerk's Office; thence with said Hudson Foods, Inc., property the following two (2) calls: 1) South 39 degrees 57' 58" East, a distance of 750.00 feet to an iron pin set at a corner of said Hudson Foods, Inc., property; 2) South 50 degrees 02' 02" West, a distance of 63.81 feet to an iron pin set in a line of said Hudson Foods, Inc. property; thence serving the Allen J. Miller property recorded in Deed Book 106, page 741, of which this description is a part, the following two (2) calls: 1) North 39 degrees 10' 34" West, a distance of 750.07 feet to an iron pin set in said Miller property; 2) 50 degrees 02' 02" East, a distance of 53.47 feet to the point of beginning, containing 1.0097 acres and being subject to all legal written and unwritten easements and rights of way. This description was prepared from a physical survey conducted under the direction of Bruce K. Bailey, KY RLS #2939 on January 19, 1998.

Subject to legal highways, prior mineral reservations and conveyances, easements, rights of way and restrictions of record.

This being the same property conveyed to Loy Hong, being the same person as Loi Moc Hong, from LY Farm, LLC, by deed dated September 18, 2013, of record in Deed Book 193, page 189.

Reference is made to the offices of the McLean County PVA, and McLean County Clerk for additional information regarding the Property.

**TERMS:** -- The sale shall be conducted pursuant to the terms and conditions of 28 USC §2001, 2002, and the In Rem Judgement and Order of Sale entered in the case styled *LSC18, LLC v. Long M. Hong, et al*, USDC WDKY Case No. 4:17cv-00165-JHM, which is incorporated by reference herein. Prospective purchasers should review said In Rem Judgment and Order of Sale for all terms of sale. Purchaser may pay 100% of the purchase price or deposit an amount equal to 10% of the purchase price, with the balance on credit for 60 days. The payment of the purchase price or the required deposit shall be made by money order at the time of sale. If payment is not made in full at the conclusion of the sale, with the deposit the purchaser of said property shall be required to make good and sufficient bond to secure the unpaid amount with surety acceptable to the U.S. Marshal, due and payable in sixty (60) days, and the principal amount shall bear interest at the rate of 12.00% per annum from the date of the sale until fully paid. If the deposit and/or bond are not made immediately, the Commissioner shall reject the bid and resell the property forthwith. Upon a default by the purchaser, the purchaser's initial deposit shall be forfeited and retained by the United States Marshal to be subsequently disbursed as a part of the proceeds of sale; whereupon the Property shall again be offered for sale in compliance with the Judgment. The rejected bidder shall be prohibited from further bid on that property.

Delivery of Deed shall occur upon payment of the purchase price and as provided by subsequent order of the Court. Possession of the property will be granted as provided by the In Rem Judgment and Order of Sale or such other order of the Court.

**PARTICULARS:** Appraised value: \$718,000.00

This Property is indivisible and cannot be divided without materially impairing its value.

The Property is being sold to satisfy a judgment of the plaintiff in the amount of \$1,133,707.86, as of July 2, 2018, plus interest, costs and attorney fees as are provided in the judgment.

Said property should be sold free and clear of all liens, encumbrances and interest of the parties hereto except sold subject to: (a) All unpaid real estate taxes effecting the real estate for which the purchasers shall take no credit on the purchase price; (b) Easements, restrictions and stipulations of record effecting the property; (c) Any matters disclosed by an accurate survey or inspection of the property; (d) Any assessment for public improvements levied against the property. **NEITHER THE UNITED STATES MARSHAL NOR THE COURT SHALL BE DEEMED TO HAVE WARRANTED TITLE OF SAID REAL ESTATE TO THE PURCHASER.**

The state, county, school and other property taxes for the tax year 2019 and subsequent years shall be paid by the purchaser.

**STATEMENTS MADE THE DAY OF THE SALE SHALL TAKE PRECEDENCE OVER ADVERTISED MATERIAL.**

UNITED STATES MARSHAL  
WESTERN DISTRICT OF  
KENTUCKY

601 W. Broadway, Room 114  
Louisville, Kentucky 40202

HON. ANTHONY G. RALUY  
RENDIGS FRY KIELY & DENNIS,  
LLP

ATTORNEY FOR PLAINTIFF  
500 W. Jefferson St. Suite 1515  
Louisville, Kentucky 40202