

The Crittenden Press

125 E. Bellville St.,
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Marion, KY 42064
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Open weekdays
9 a.m.-5 p.m.

Advertising deadline
is 5 p.m., Monday

Legal notices (cont.)

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on December 8, 2008, a certain First Fixed Rate Home Equity Conversion Mortgage was executed by Sam J. Smith and Linda C. Smith, husband and wife, as joint tenants with right of survivorship and not as tenants in common, as to Parcel I and Sam J. Smith and Linda C. Smith, husband and wife, as joint tenants with right of survivorship and not as tenants in common, as to Parcel II, as mortgagor in favor of One Reverse Mortgage, LLC, as Mortgagee in the amount of \$172,500.00 and was recorded on January 14, 2009, in Mortgage Book 181, Page 686, in the Office of the Clerk of Crittenden County, Kentucky; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; on December 8, 2008, a certain Second Mortgage was executed by Sam J. Smith and Linda C. Smith, husband and wife, as joint tenants with right of survivorship and not as tenants in common, as to Parcel I and Sam J. Smith and Linda C. Smith, husband and wife, as joint tenants with right of survivorship and not as tenants in common, as to Parcel II, as mortgagor in favor of the Secretary as Mortgagee in the amount of \$172,500.00 and was recorded on January 14, 2009, in Mortgage Book 181, Page 699, in the Office of the Clerk of Crittenden County, Kentucky; and

WHEREAS, the First Mortgage is now owned by the Secretary, pursuant to the most recent assignment dated March 17, 2021, and recorded on March 19, 2021, in MTG Book 241, Page 614, in the Office of the Clerk of Crittenden County, Kentucky; and

WHEREAS, mortgagor, Sam J. Smith, died on March 14, 2024.

WHEREAS, a default has been made in the covenants and conditions of the First Mortgage in that the payment due on October 30, 2025, was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of January 28, 2026 is \$152,847.53; and WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the First Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on February 27, 2026 in ENC Book 24, Pages 18-22, E 254619, notice is hereby given that a public auction, scheduled for May 27, 2026 at 1:00 pm

local time, at which all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder.

Commonly known as: 409 N. Walker St., Marion, KY 42064

The Land referred to herein below is situated in the County of Crittenden, State of Kentucky and is described as follows:

Parcel 1:
A certain lot or parcel of land lying and being in the City of Marion, Kentucky on North Walker Street and bounded as follows:

Lot No. 8 and 30 feet off the south edge of Lot No. 9 in Block 3 of the Mound Park Addition to the City of Marion, Kentucky, for Plat of same see Deed Book 29, Page 430 (erroneously referred to as Page 431 in prior Deed), in the Office of the Clerk of Crittenden County, Kentucky. Being the same property acquired by Sam J. Smith and Linda C. Smith, husband and wife, by that certain Quitclaim Deed, dated December 8, 2008, of record in Deed Book 212, Page 774, in the Office of the Clerk of Crittenden County, Kentucky. Sam J. Smith died March 14, 2024.

Parcel 2:
A certain tract or parcel of land in Crittenden County, Kentucky, and being more particularly described as follows:

BEGINNING at an "X" chiseled in the center of a concrete drive between Sylvian Clark's residence and the store building, being 20 ft. east of the center of North College Street and 269.60 ft. south of the center of 3rd Street; thence with the east side of North College St. N. 04 deg. 09 min. E. 69.60 ft. to an iron pin, corner to Runyan; thence with his line S. 86 deg. 29 min. E., passing his corner at an alley at about 147.5 ft., and passing the alley and Smith's corner at about 159.5 ft., and continuing with Smith's line, in all 307.10 ft. to their southeast corner and being 20 ft. west of the center of North Walker Street; thence with the west side of Walker St. S. 06 deg. 32 min. W. 27.10 ft. to a railroad spike in the center of the driveway and being 251 ft. north of the center of 2nd Street, and corner to Clark; thence with Clark's lines S. 84 deg. 15 min. W. 141.10 ft. to a railroad spike, S. 68 deg. 13 min. W. 50.00 ft. to a railroad spike, and N. 85 deg. 46 min. W. 122.00 ft. to the beginning, containing 0.382 acre, more or less, by survey. See Plat attached to Deed of record in Deed Book 171, Page 712, in the Office aforesaid.

EXCEPTING THEREFROM so much as conveyed to Crittenden County War Veterans Association, LLC, a Kentucky limited liability company, by that certain Deed, dated December 27, 2005, of record in Deed Book 204, Page 96, in the Office aforesaid. Being a portion of the same property acquired by Sam J. Smith and Linda C. Smith, husband and wife, by that certain Deed, dated June 20, 1995, of record in Deed Book 171, Page 712, in the Office of the Clerk of Crittenden County, Kentucky. Sam J. Smith died March 14, 2024.

The sale will be held in the Lobby at the County Complex, 200 Industrial Drive, Marion, KY 42064.

The Secretary of Housing and Urban Development will bid \$152,847.53, plus additional interest and costs incurred through the date of the sale.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$15,284.75 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$15,284.75 must be presented before the bidding is closed. The deposit if nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the s check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$152,284.75 as of January 28, 2026, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary

costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date:
John B. Flatt
Foreclosure Commissioner
Nelson & Frankenberger, LLC
11350 N. Meridian St., Suite 320
Carmel, IN 46032
THIS INSTRUMENT PREPARED BY:
John B. Flatt
NELSON & FRANKENBERGER, LLC
11350 N. Meridian St., Suite 320
Carmel, Indiana 46032
(317) 844-0106
STATE OF INDIANA

SS:
COUNTY OF HAMILTON
Before me, a Notary Public in and for said County and State, personally appeared John B. Flatt, who acknowledged the execution of the foregoing Notice.
WITNESS my hand and Notarial Seal this day of March 2026.
Notary Public
My Commission Expires: 05/09/2031
Madalyn McMurray
Printed Name
Residing in: Hamilton County

NOTICE OF PASSAGE AND SUMMARY OF ORDINANCE

ORDINANCE 26-04: AN ORDINANCE AMENDING CHAPTER 35 PERSONNEL POLICIES TO AMEND THE EMPLOYEE HANDBOOK FOR EMPLOYEES OF THE CITY TO INCORPORATE RECOMMENDED UPDATES BY KENTUCKY LEAGUE OF CITIES (KLC)

Notice is hereby given that the City Council of the City of Marion, Kentucky, at its regular meeting held on April 20, 2026, at 5:00 o'clock p.m., gave second reading and passed and adopted an Ordinance relating to the Marion Code of Ordinances, which Ordinance had been given its first reading at a regular meeting of the City Council held on March 16, 2026, at 5:00 o'clock p.m. A summary of the Ordinance is as follows:

This Ordinance amends the City of Marion, KY Employee Handbook to make current with existing policies and statutes. The Handbook is adopted and incorporated herein by reference as if set out in its entirety.

The full text of the Ordinance is on file in the Office of the City Clerk in the City Building, Marion, Kentucky, where it is available for public inspection.

PREPARED BY:

/s/ Robert B. Frazer
ROBERT B. FRAZER
LEGAL SERVICES OFFICER
FRAZER LAW OFFICE
ATTORNEYS -AT- LAW
P.O. BOX 361
MARION, KY 42064
270/965-2261
April 20, 2026

NOTICE OF PASSAGE AND SUMMARY OF ORDINANCE

ORDINANCE 26-03: AN ORDINANCE AMENDING TITLE XV: LAND USAGE, BY ADDING CHAPTER 150.21: DEMOLITION PERMITS

Notice is hereby given that the City Council of the City of Marion, Kentucky, at its regular meeting held on April 20, 2026, at 5:00 o'clock p.m., gave second reading and passed and adopted an Ordinance relating to the Marion Code of Ordinances, which Ordinance had been given its first reading at a regular meeting of the City Council held on March 16, 2026, at 5:00 o'clock p.m. A summary of the Ordinance is as follows:

This Ordinance amends Title XV Land Usage by requiring a Demolition Permit be issued prior to razing a structure within the city limits. There is no fee for the demolition permit however failure to acquire a permit prior to activity beginning shall be a misdemeanor punishable by up to \$500 fine or 12 months in jail or both.

The full text of the Ordinance is on file in the Office of the City Clerk in the City Building, Marion, Kentucky, where it is available for public inspection.

PREPARED BY:

/s/ Robert B. Frazer
ROBERT B. FRAZER
LEGAL SERVICES OFFICER
FRAZER LAW OFFICE
ATTORNEYS -AT- LAW
P.O. BOX 361
MARION, KY 42064
270/965-2261
April 20, 2026

SECTION 00010 - ADVERTISEMENT FOR BIDS

Scaled Bids for "E. Depot Street, Clark Street, E. Carlisle Street, and Kevill Street Waterline Replacements" for the City of Marion will be received until **11:00 a.m.** (local time) on **May 7, 2026**, and then publicly opened and read aloud.

The scope of work includes the installation of approximately 4,993 LF of 6-inch DI waterline, 16 LF of 4-inch DI waterline, 15 LF of 2-inch PVC waterline, 80 LF of 12-inch HDPE casing pipe (directional bore), 1,400 LF of ¾ -inch HDPE service line, 5 fire hydrant assemblies, and related appurtenances.

The Instructions to Bidders, Bid Form, Agreement Forms, Performance and Payment Bonds, Plans, Specifications and other Contract Documents may be viewed online at lynnimaging.com or examined at the following locations:

City of Marion
217 South Main Street
Marion, Kentucky 42064
(270) 965-2266

Eclipse Engineers, PLLC
113 West Mt. Vernon Street
Somerset, KY 42501
(606) 451-0959

Copies of plans and specifications may be obtained from Lynn Imaging, 328 Old Vine Street, Lexington, Kentucky 40507 (859-255-1021) upon payment of a non-refundable price of \$250.00 for each set (including shipping and handling). No bid will be accepted unless the BIDDER is a *registered plan holder*. To become a *registered plan holder*, BIDDER must purchase at least one set of documents from Lynn Imaging and provide accurate name and contact information. Partial sets of documents will not be provided. Half-sized sets may be purchased for the full price. Digital download sets may be purchase for half of the full price. Questions shall be addressed to Alan R. Robinson, P.E. of Eclipse Engineers, PLLC, 113 West Mt. Vernon Street, Somerset, Kentucky 42501 (606-451-0959) as stated in the Specifications or by email to arobinson@eclipseengineers.net.

The OWNER reserves the right to waive any informality or to reject any or all bids.

Each BIDDER must deposit with his Bid, security in the amount, form and subject to the conditions provided in the Instructions to Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. These include Section 3, Segregated Facility, Section 109 and E.O. 11246. Further, Title VI Minority bidders are encouraged to bid.

No BIDDER may withdraw his Bid within ninety (90) consecutive calendar days after the actual date of the opening thereof.

BE INFORMED!

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