

Lexington, Kentucky, March 1, 1928

The undersigned, W. C. Lawwill and S. A. Wallace, of Lexington, Fayette County, Kentucky, who were appointed by Harrison G. Foster, Hart Gibson Foster, Addison G. Foster and wife, Elizabeth Dunster Duncan Foster, Miss Lily D. Duncan, Mrs. Louisiana B.H. von Engelken and husband, Mary Duncan Gibson Gibson and husband, and Hart Gibson and wife, for the purpose of setting aside to Harrison G. Foster, Hart G. Foster, Addison G. Foster and Elizabeth Dunster Duncan Foster their portion of about one hundred and fifty-seven (157) acres of land located near the city limits of Lexington near the Harrodsburg Pike, and being part of "Ingleside", the said appointment being made as per agreement dated November 22, 1927, a copy of which is hereto attached, do hereby report that, in pursuance to the said agreement, they have agreed that Hart Gibson Foster, Addison G. Foster, Elizabeth Dunster Duncan Foster and Harrison G. Foster shall have thirty (30) acres of the said tract of land which shall adjoin the tract already owned by them, and which 30 acres is more particularly described as follows, viz:

201
BEGINNING at the northeast corner of a 5.04 acre tract owned by the heirs of Elizabeth Dunster Gibson Foster, deceased, thence with this tract for two lines S. 47° 12' W. 496 feet, S. 42° 48' E. 475 feet, a corner to the 5.04 acre tract in the line of D. Blackwell; thence with Blackwell's line S. 47° 12' W. 276 feet corner to Blackwell in H. P. Headley's line; thence with Headley's line N. 57° 51' W. 2524 feet a corner to Headley; thence again with Headley's line N. 43° 05' E. 544 feet to a new corner in the Gibson heirs-Duncan land in line of D. J. Reed; thence with the Gibson heirs and Duncan land S. 57° 51' E. 1937.7 feet to a new corner in the Gibson heirs and Duncan land; thence N. 47° 12' E. 400 feet to a new corner in the Gibson heirs and Duncan land; thence S. 40° 46' E. 141.5 feet to the beginning, and containing 30 acres,

A plat of the said 157 acres of land and the above described thirty (30) acres is attached hereto.

S. A. Wallace

W. C. Lawwill

THIS DEED OF PARTITION, made and entered into this 7th day of March, 1928, by and between Lily D. Duncan, unmarried, of Lexington, Kentucky; Louisiana B. H. von Engelken and Frederick H. von Engelken, her husband, of Lexington, Kentucky; Mary Duncan Gibson Gibson and Richardson Gibson, her husband, residing at 145 W. 58th Street in the city of New York, State of New York; Hart Gibson now residing in the city of Jacksonville, County of Duval, State of Florida, and Adelia Tozer Gibson, his wife, temporarily residing in the city of Seattle, County of King, State of Washington, parties of the first part, and Harrison G. Foster, widower, and surviving husband of Elizabeth Dunster Gibson Foster, deceased, of Lexington, Kentucky; Hart Gibson Foster of Lexington, Kentucky, ~~xxx~~ Addison G. Foster and Sarah Thomas Foster, his wife, residing at No. 80 Barrow Street, New York City, New York, and Elizabeth Dunster Duncan Foster of Lexington, Kentucky, parties of the second part,

W I T N E S S E T H: That,

(not including Sarah Thomas Foster)

WHEREAS, the parties of the second part, and the following parties of the first part, to-wit: Lily D. Duncan, Louisiana B. H. von Engelken, Mary Duncan Gibson Gibson and Hart Gibson own jointly and are in possession of the following described tract of land situated near the city of Lexington, Fayette County, Kentucky, containing One Hundred Fifty-seven (157) acres, more or less, and bounded and described as follows, to-wit:

Beginning at the City limits of Lexington at a corner to the K. T. H. B. A and Gibson Park; thence with Gibson Park for two lines S 47-12 W 661.5 feet, N. 42-48 W 182.5 feet to center of street; thence N 40-46 W 325 feet along acre tract deeded to Von Engelken to corner to same; thence again with said acre tract S 47-12 W 150 feet to Pike Road; thence with said road so as to include same, S 40-46 E 300 feet; thence S 47-12 W 50 feet; thence N 40-46 W 300 feet to a corner of another of Von Engelken acre tract; thence with said acre tract S 47-12 W 150 feet to the line of Mrs. Foster's five acre tract; thence with said five acre tract for three lines, N 40-46 W 150 feet, S 47-12 W 496 feet, S 42-48 E

475 feet to the line of Dillard Blackwell; thence with his line S 47-12 W 276 feet to H. P. Headley's line; thence with his line N 57-51 W 2524 feet; thence with Headley and Reed, N 43-05 E 544 feet; thence with Reed and Feck, N 6-45 W 1530.5 feet to a corner to Feck and Smith; thence with Smith and others, N 87-12 E 1886.5 feet to a corner to Dickerson; thence with his line and K. T. H. B. A., S 4-14 W. 471 feet; thence with K. T. H. B. A. for three lines S 40-52 E 1775 feet, S 50-15 W 177 feet, S 43-30 E 228 feet to the beginning, the last two lines being with the City limits of Lexington, and,

WHEREAS, said property is now owned in undivided interests by the first and second parties and title thereto was derived by said first and second parties as follows, to-wit:

Said Lily D. Duncan owns an undivided one-half interest in said property. Mary Duncan Gibson who died intestate a resident of Fayette County, Kentucky, owned at the time of her death an undivided one-half interest in and to said property. The husband of said Mary Duncan Gibson pre-deceased her and she was survived by the following named children who were her only children and heirs at law, to-wit: Duncan Gibson, now deceased, Louisiana B. H. von Engelken (one of the parties of the first part), Mary Duncan Gibson Gibson, (one of the parties of the first part), Hart Gibson, (one of the parties of the first part) and Elizabeth Dunster Gibson Foster, now deceased. Said Duncan Gibson died a resident of Fayette County, Kentucky, intestate and his undivided interest in said property, as heir-at-law of his mother, Mary Duncan Gibson, passed by descent to his above named brother and sisters who were his only heirs at law, the said Duncan Gibson having died unmarried and without descendants.

Prior to the death of said Duncan Gibson the interest of Hart Gibson in said property derived by him as heir-at-law from his mother, Mary Duncan Gibson, was conveyed by the Commissioner of the Fayette Circuit Court to his brother, Duncan Gibson and to his sisters, Louisiana B. H. von Engelken, Elizabeth Dunster Gibson Foster and Mary Duncan Gibson Gibson.

The said conveyance by the Commissioner of the Fayette Circuit Court is of record in the office of the Fayette County Clerk in Deed Book _____, at page _____.

Subsequent to said conveyance the said Duncan Gibson died and his undivided interest in said property passed by descent as hereinbefore set out.

The said Elizabeth Dunster Gibson Foster thereafter died a resident of Fayette County, Kentucky, intestate and she was survived by her husband, Harrison Gardner Foster, party of the second part and by three children, to-wit: Hart Gibson Foster, Addison G. Foster and Elizabeth Dunster Duncan Foster who were her only children and heirs at law and the said three children of Elizabeth Dunster Gibson Foster became vested at her death with her undivided interest in and to the above described property subject to the dower or marital rights of the said Harrison Gardner Foster.

At the time of the death of said Elizabeth Dunster Gibson Foster she owned an undivided $\frac{5}{32}$ nds interest in said tract of land. The said Louisiana B. H. von Engelken and the said Mary Duncan Gibson Gibson each owned an undivided $\frac{5}{32}$ nds. interest in said land and the said Hart Gibson owned an undivided $\frac{1}{32}$ nd. interest in said land.

The above named children of the said Elizabeth Dunster Gibson Foster, above named, now own the undivided interest in said property formerly owned by their deceased parent, subject to the dower or marital rights therein of their father, Harrison

Gardner Foster as surviving husband of the said Elizabeth Dunster Gibson Foster. The said Louisiana B.H. von Engelken and said Mary Duncan Gibson Gibson now each own a 5/32nds undivided interest in said property and the said Hart Gibson now owns an undivided 1/32nd interest in said property, and,

WHEREAS, the parties hereto have agreed to make a division of said property so as to set apart to the said parties of the second part jointly what is considered the equivalent and equal value of an undivided 5/32nds interest in the aforesaid tract of land; and to set apart to the above named parties of the first part jointly, what is considered to be the equivalent and equal value of an undivided 27/32nds interest in said tract of land; the portion of said tract so set apart to the parties of the second part to be held and owned by the said Hart Gibson Foster, Addison Gardner Foster and Elizabeth Dunster Duncan Foster, absolutely and in fee simple, subject to the dower or marital interest therein of the said Harrison Gardner Foster as surviving husband of the said Elizabeth Dunster Gibson Foster; and the portion of the said tract so set apart to the said parties of the first part to be held and owned by them as follows, to-wit:

An undivided one-half interest in fee simple in said Lily D. Duncan, an undivided 5/32nds interest in fee simple in the said Louisiana B. H. von Engelken and an undivided 5/32nds interest in the said Mary Duncan Gibson Gibson, and an undivided 1/32nd interest in the said Hart Gibson, and,

WHEREAS, the parties hereto have agreed on said division of said tract of land so as to set apart to said second parties the tract of land hereinafter designated as tract number 1, and to set apart to said first parties the tract of land hereinafter designated as tract number 2, the said two tracts of land being particularly described as follows, to-wit:

Tract 1. "Beginning at the northeast corner of a 5.04 acre tract owned by the heirs of Elizabeth Dunster Gibson Foster, deceased; thence with this tract for two lines S 47° 12' W 496 feet, S 42° 48' E 475 feet, a corner to the 5.04 acre tract in the line of D. Blackwell;

thence with Blackwell's line S 47° 12' W 276 feet, corner to Blackwell in H. P. Headley's line; thence with Headley's line N 57° 51' W 2524 feet a corner to Headley; thence again with Headley's line N 43° 05' E 544 feet to a new corner in the Gibson heirs-Duncan land in line of D. J. Reed; thence with the Gibson heirs and Duncan land S 57° 51' 1937.7 feet to a new corner in the Gibson heirs and Duncan land; thence N 47° 12' E 400 feet to a new corner in the Gibson heirs and Duncan land; thence S 40° 46' E 141.5 feet to the beginning, and containing 30 acres, being a portion of the tract of land hereinbefore first described."

Tract 2. "All that tract or parcel of land lying and being in Fayette County, Kentucky, and adjoining the City limits of the City of Lexington and particularly described as follows, to-wit:

Beginning at the City limits of Lexington at a corner to the K.T. H. B.A and Gibson Park; thence with Gibson Park for two lines S 47-12 W 661.5, N 42-48 W 182.5 feet to center of street; thence N 40-46 W 325 feet along acre tract deeded to Louisiana B. H. von Engelken to V, corner to same; thence again with said acre tract S 47-12 W 150 feet to Pike Road; thence with said road so as to include same, S 40-46 E 300 feet; thence S 47-12 W 50 feet; thence N 40-46 W 300 feet to a corner of another of Louisiana B. H. von Engelken's tract; thence with said acre tract S 47-12 W 150 feet to a line of E. D. G. Foster's Estate's five acre tract; thence with line of said five acre tract N 40-46 W 150 feet; thence continuing further a new line N 40-46 W 141.5 feet to a new corner in Gibson Heirs and Duncan land; thence S 47-12 W 400 feet to a new corner; thence W N: 57-51 W 1937.7 feet to a point in the line of D. J. Reed; thence N 6-45 W 1530.5 feet with the line of D. J. Reed to a corner of Reed and Feck; thence N 87-12 E 1886.5 feet with the line of Smith and others to a corner to Dickerson; thence with his line and K. T. H. B. A., S 4-14 W 471 feet to a point; thence with K. T. H. B.A. for three lines, S 40-52 E 1775 feet, S 50-15 W 177 feet, S 43-30 E 228 feet to the beginning; the last two lines being the City limits of Lexington, containing 127 acres more or less, and being a portion of the tract of land hereinbefore first described."

NOW THEREFORE, in consideration of the premises and the sum of \$1.00, paid by the parties of the second part to the parties of the first part, and in consideration of the conveyance herein made by the parties of the second part to the parties of the first part of the aforesaid tract of land designated as tract No. 2, the said parties of the first part have bargained and sold and do hereby grant and convey unto the said Harrison G. Foster, Hart Gibson Foster, Addison Gardner Foster and Elizabeth Dunster Duncan Foster, all of their right, title and interest in and to the aforesaid tract of land designated and described as tract No. 1; The interest of said first parties therein being jointly an undivided 27/32nds interest.

TO HAVE AND TO HOLD, said property unto the said Hart Gibson Foster, Addison Gardner Foster and Elizabeth Dunster Duncan Foster and their heirs and assigns forever subject to the dower or marital interest and rights therein of the said Harrison G. Foster as surviving husband of the said Elizabeth Dunster Gibson Foster and said parties of the first part covenant to Warrant Generally their title thereto hereby conveyed, and,

FURTHER IN CONSIDERATION, of the conveyance by said parties of the first part to the above named parties of the second part of all of their right, title and interest in and to the above described tract of land designated as tract No. 1, the said parties of the second part have bargained and sold and do hereby grant and convey unto the above named parties of the first part, to-wit: Lily D. Duncan, Louisiana B. H. von Engelken, Mary Duncan Gibson Gibson and Hart Gibson, all of their right, title and interest in and to the above described tract of land designated and described as tract No. 2, being an undivided $5/32$ nds interest in and to said tract.

TO HAVE AND TO HOLD said property unto the said parties of the first part, and their heirs forever in undivided interests as hereinbefore set out and said parties of the second part hereby release all of their interest of every kind and description in and to said above described tract of land designated as tract No. 2, and covenant to Warrant Generally their title thereto.

It is the purpose and intent of this Deed of Partition to vest in the said Hart Gibson Foster, Addison Gardner Foster and Elizabeth Dunster Duncan Foster jointly and equally an absolute fee-simple title in and to the above described tract of land designated as tract No. 1, subject however, to the dower or marital rights of the said Harrison G. Foster as surviving husband of the said Elizabeth Dunster Gibson Foster to the same extent as if the said Elizabeth Dunster Gibson Foster owned at the time of her death an absolute fee-simple title therein.

It is further the intention of the parties hereto

to vest in the above named parties of the first part, to-wit;
 Lily D. Duncan, Louisiana B. H. von Engelken, Mary Duncan Gibson
 Gibson and Hart Gibson jointly the absolute fee-simple interest in and
 to the above described tract of land designated as tract No. 2;
 the said tract of land to be owned by the said parties of the first
 part in the following fractional undivided interest, to-wit: An
 undivided 16/27ths interest in said tract No. 2, in the said
 Lily D. Duncan, an undivided 5/27ths interest each in the said
 Louisiana B. H. von Engelken and the said Mary Duncan Gibson
 and an undivided 1/27th interest in the said Hart Gibson.

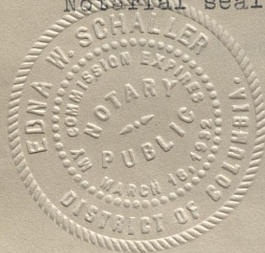
IN TESTIMONY WHEREOF, the parties of the first part and
 the parties of the second part hereunto set their hands all as of
 the day and year first above written.

Lily D. Duncan
 P.S. *Maria B.H. von Engelken*
Mary Duncan Gibson
 M.D.S. *Mary Duncan Gibson*
 R.S. *Richardson Gibson*
 H.S. _____
 A.T.S. _____
 Hanner *Harrison Foster*
Hart Gibson Foster
 A.S.F. *Addison G Foster*
 S.T.F. *Sara Thomas Foster*
Elizabeth Duncan Foster

DISTRICT OF COLUMBIA
CITY OF WASHINGTON.

I, Edna W. Schaller a Notary Public, in
and for the District of Columbia and City of Washington,
whose commission expires on the 18th day of March,
1932, do hereby certify that the foregoing deed of partition be-
tween Lily D. Duncan and others, as parties of the first part and
Harrison G. Foster, and others, as parties of the second part,
was this day produced to me in said County by the parties ^{of the second part} and
acknowledged by the said Louisiana B. H. von Engelken, Addison
Gardner Foster and Sarah Thomas Foster, his wife, personally known
to me to be the persons named, to be their act and deed and
the act and deed of each of them, respectively, and they consented
that the same be recorded.

IN TESTIMONY WHEREOF I hereunto set my hand and
Notarial seal this 24th day of March, 1928.



Edna W. Schaller

Notary Public, District of Columbia,
City of Washington.

STATE OF NEW YORK
COUNTY OF NEW YORK,

I, Jeannette R. Lahr, a Notary Public in and for the County of New York and State of New York, whose commission expires on the 30th day of March, 1930, do hereby certify that the foregoing deed of partition between Lily D. Duncan and others, as parties of the first part and Harrison G. Foster, and others, as parties of the second part, was this day produced to me in said County by the parties and acknowledged by the said Mary Duñcan Gibson Gibson and Richardson Gibson, her husband, personally known to me to be the persons named, to be their act and deed and the act and deed of each of them respectively, and they consented that the same be recorded.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial seal this 16th day of March, 1928.
August

Jeannette R. Lahr
Notary Public New York County,
New York.



NOTARY PUBLIC, Bronx County
Bronx County Clerk's No. 126
Bronx Co. Register's No. 3098
Certificate filed in New York County
Clerk's No. 492, Register's No. 0-312
Commission Expires March 30, 1930

STATE OF WASHINGTON,

COUNTY OF KING,

I, _____, a Notary Public in and for the County of King, and State of Washington, whose commission expires on the ____ day of _____, 19____, do hereby certify that the foregoing deed of partition between Lily D. Duncan and others, as parties of the first part and Harrison G. Foster, and others, as parties of the second part, was this day produced to me in said County by the parties and acknowledged by the said Adelia Tozer Gibson, personally known to me to be the person named, to be her act and deed and she consented that the same be recorded.

IN TESTIMONY WHEREOF I hereunto set my hand and Notarial seal this ____ day of March, 1928.

Notary Public, King Co., Washington

^{Ky}
STATE OF FLORIDA,
^{Clarke}
COUNTY OF DUVALL,

I, _____, a Notary
Public in and for the County of Duvall, and State of Florida
whose commission expires on the ___ day of _____,
19____, do hereby certify that the foregoing deed of partition
between Lily D. Duncan, and others as parties of the first part,
and Harrison G. Foster, and others as parties of the second part
was this day produced to me in said County by the parties and
was acknowledged by the said Hart Gibson, personally known to me to
be the person named to be his act and deed and he consented
that the same be recorded.

IN TESTIMONY WHEREOF I hereunto set my hand
and Notarial seal this ___ day of March, 1928.

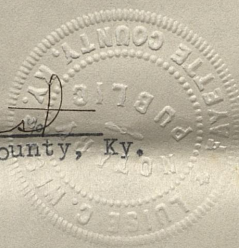
Notary Public, Duvall Co., Fla.
^{Clarke Ky}

STATE OF KENTUCKY,
COUNTY OF FAYETTE.

I, Louis P. West, a Notary Public
in and for the County of Fayette and State of Kentucky whose
commission expires on the 13 day of January,
1932 do hereby certify that the foregoing deed of partition
between Lily D. Duncan, and others, as parties of the first
part and Harrison G. Foster, and others as parties of the second
part was this day produced to me in said County by the parties
and was acknowledged by the said Harrison G. Foster, Hart Gibson
Foster and Elizabeth Dunster Duncan Foster to be their act and
deed and the act and deed of each of them respectively and they
consented that the same be recorded.

IN TESTIMONY WHEREOF I hereunto set my hand and
Notarial seal this 13th day of March, 1928.

Louis P. West
Notary Public, Fayette County, Ky.




STATE OF KENTUCKY,
COUNTY OF FAYETTE,

I, Louis P. West, a Notary Public
in and for the County of Fayette and State of Kentucky whose
commission expires on the 13 day of January,
1932, do hereby certify that the foregoing deed of partition
between Lily D. Duncan and others, as parties of the first and
Harrison G. Fisher and others and parties of the second part was
this day produced to me in said County by the parties and was
acknowledged by Lily D. Duncan and Frederick H. von Engelken to be
their act and deed and the act and deed of each of them respectively
and they consented that the same be recorded.

IN TESTIMONY whereof I hereunto set my hand and
Notarial seal this 13 day of March, 1928.

Louis P. West
Notary Public, Fayette Co., Ky.



DEED OF PARTITION.

LILY D. DUNCAN, Et al

To

HARRISON G. FOSTER, Et al

ALLEN, BOTTS & DUNCAN
ATTORNEYS AND COUNSELORS AT LAW
1504-1510 FAYETTE NATIONAL BANK BLDG
LEXINGTON, KENTUCKY

Miss Alice -

Do not copy
any more of this.
Mr. Foster thought
the wrong deed -
He will be
the one I want in
the morning

A7D

PARTIAL RELEASE OF MORTGAGE.

WHEREAS, Lily D. Duncan, an unmarried woman, Duncan Gibson, an unmarried man, Louisiana B. H. G. Von Engelken and F. J. H. Von Engelken, her husband, Elizabeth D. G. Foster and Harrison G. Foster, her husband, and Mary Duncan Gibson and Richardson Gibson, her husband, have heretofore delivered a certain mortgage to the KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON, a corporation, said mortgage bearing date August 31st, 1922, and being recorded in Mortgage Book 140, page 503, Fayette County Court Clerk's Office; and,

WHEREAS, said mortgage covered a tract of land containing One Hundred and Ninety-seven (197) acres, the said mortgage from Lily D. Duncan et al to the said KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON, dated and recorded as aforesaid, is hereby referred to for a more particular description of said tract of land; and,

WHEREAS, the parties are desirous of releasing a portion of the property therein described from the operation thereof,

NOW, THEREFORE, for a good and valuable consideration in hand paid, the said KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON does hereby release and discharge from the operation thereof the following described property:

FIRST TRACT. Situated near the city limits of Lexington, Kentucky, in the County of Fayette, more particularly described as follows:

Tract No. 1. Beginning at a point in the West property line of Devonshire Street and in the North property line of Pyke Road; thence with the North property line of Pyke Road N 40 deg. 46' W 300 feet to a stake in the North property line of Pyke road; thence N 47 deg. 12' E 150 feet to a stake; thence S 40 deg. 46' E 300 feet to a point in the West property line of Devonshire Street; thence with the West property line of Devonshire Street S 47 deg. 12' W 150 feet to the place of beginning, containing 1.033 acres.

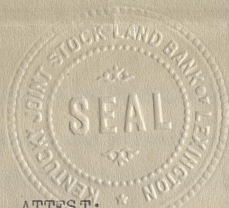
Tract No. 2. Beginning at a point in the West property line of Devonshire Street and the South property line of Pyke Road; thence with the West property line of Devonshire Street S 47 deg. 12' W 150 feet to a stake in the West property line of Devonshire Street; thence N 40 deg. 46' W 300 feet to a stake; thence N 47 deg. 12' E 150 feet to a stake in the South property line of Pyke Road; thence with the South property line of Pyke Road S 40 deg. 46' E 300 feet to the place of beginning, containing 1.033 acres.

SECOND TRACT. Situated near the city limits of the City of Lexington, Fayette County, Kentucky, more particularly described as follows:

Beginning at a point in the West property line of Devonshire Street 150 feet Southwest from the South property line of Pyke Road; thence with the West property line of Devonshire Street S 47 deg. 12' W 195 feet to a point in the center line of Gibson Avenue; thence continuing with the West property line of Devonshire Street S 47 deg. 12' W 285 feet to a stake in the West property line of Devonshire Street; thence along a new line N 42 deg. 48' W 450 feet to a stake; thence along another new line N 47 deg. 12' E 496 feet to a stake; thence along another new line S 40 deg. 46' E 450 feet to the point of beginning, and containing 5.04 acres.

PROVIDED, HOWEVER, that the said mortgage from Lily D. Duncan et al to the KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON shall remain in full force and effect as to the remaining portion of said land not hereby specifically released from the operation thereof.

IN WITNESS WHEREOF the KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON has caused its corporate seal to be hereto affixed and these presents to be executed by F. H. Engelken, Vice-President thereof, and attested by S. A. Wallace, Secretary-Treasurer thereof, this the 28th day of April, 1925.



KENTUCKY JOINT STOCK LAND BANK OF LEXINGTON

By

Vice-President.

ATTEST:

Secretary-Treasurer.



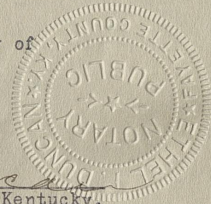
STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

I, Ethel F. Duncan, a Notary Public within and for the County and State aforesaid, do hereby certify that on this day the foregoing partial release of mortgage from Kentucky Joint Stock Land Bank of Lexington was produced to me in my office and acknowledged by F. H. Engelken, Vice-President, and S. A. Wallace, Secretary-Treasurer, to be the act and deed of said corporation.

My Commission as Notary Public expires on the 17th day of October 1928.

IN WITNESS WHEREOF I set my hand and seal this 28 day of April, 1925.

Ethel F. Duncan
Notary Public, Fayette County, Kentucky.



I, FAUST FOUSHEE, Clerk of the County Court of Fayette County, in the State of Kentucky, do hereby certify that on this day the foregoing instrument of writing from

Kentucky Joint Stock Land Bank of Lexington

to Lily D. Duncan et al

was produced to me in my office, and ~~was acknowledged by~~ and ordered to record:

~~wherefore the same with certificate thereon endorsed, and this my certificate, has been duly recorded in my office.~~

~~to be the act and deed~~

Witness my hand this 22 day of May 1925.

Faust Foushee Clerk
By Columbia Burrell D. C.

KENTUCKY JOINT STOCK LAND
BANK OF LEXINGTON

TO- PARTIAL RELEASE OF MORTGAGE.

LILY D. DUNCAN, ET AL.

1925 May 22
ordered to record
Faust Lusher clerk

Misc Book #13
Page 486

F.L.

THIS INDENTURE made and entered into this March 11th, 1925, by and between Lily D. Duncan, an unmarried woman, Louisiana B. H. Gibson von Engelken, and F. H. von Engelken, her husband, of the City of Lexington, County of Fayette and State of Kentucky, Mary Duncan Gibson and Richardson Gibson, her husband, of the City of New York and State of New York, Hart Gibson and Adelia Tozer Gibson, his wife, of Lexington, Kentucky, parties of the first part, and Elizabeth Dunster Gibson Foster, of the City of Lexington, Kentucky, parties of the second part,

WITNESSETH that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, cash in hand paid by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged by the parties of the first part, the parties of the first part do hereby bargain, grant, sell and convey unto the party of the second part all of their right, title and interest, being an undivided 27/32 interest in and to the following described tract or parcel of land situated near the city limits of the City of Lexington, Fayette County, Kentucky, described as follows:

Beginning at a point in the West property line of Devonshire Street 150 feet Southwest from the South property line of Pyke Road; thence with the West property line of Devonshire Street S 47 deg. 12' W 195 feet to a point in the center line of Gibson Avenue; thence continuing with the West property line of Devonshire Street S 47 deg. 12' W 285 feet to a stake in the West property line of Devonshire Street; thence along a new line N 42 deg. 48' W 450 feet to a stake; thence along another new line N 47 deg. 12' E 496 feet to a stake; thence along another new line S 40 deg. 46' E 450 feet to the point of beginning, and containing 5.04 acres.

A plat of said property is filed herewith showing the relative position of the tract of 5.04 acres hereby conveyed with the position of Blocks B, D and F of the Gibson Park Addition to the City of Lexington, Kentucky, as shown in Flat Book _____, page _____, in the office of the Clerk of the Fayette County Court, and being a part of the same property an undivided one-half interest in which was conveyed to Lily D. Duncan, and the remaining undivided one-half interest in which was conveyed jointly to Duncan Gibson, Elizabeth Dunster Gibson Foster,

Louisiana B. H. Gibson von Engelken and Mary Duncan Gibson by R. J. Colbert, Master Commissioner of the Fayette Circuit Court by deed dated June 3rd, 1916, and recorded in Deed Book 181, page 630, Fayette County Court Clerk's office, the said Duncan Gibson having died intestate and unmarried leaving no wife or child or children or father or mother surviving him; the said Duncan Gibson left surviving him one brother, Hart Gibson and three sisters, Louisiana B. H. Gibson von Engelken, Elizabeth Dunster Gibson Foster, and Mary Duncan Gibson, and the said Duncan Gibson left no other brother or sister or any child or children of any deceased brother or sister surviving him, and the undivided one-eighth interest of the said Duncan Gibson, deceased, passed by the laws of descent and distribution of Kentucky to his brother and sisters aforesaid, a $1/32$ undivided interest to each of said brother and sisters so that at the present time and before the execution of this deed said property was held as follows: An undivided one-half interest by the said Lily D. Duncan, an undivided $1/32$ interest by the said Hart Gibson, and an undivided $5/32$ interest each by the three sisters of the said Duncan Gibson as aforesaid.

TO HAVE AND TO HOLD all of the above described property, together with all rights, privileges and appurtenances thereunto belonging, unto the party of the second part, her heirs and assigns forever, and the parties of the first part do hereby release unto the party of the second part, her heirs and assigns forever, all of their right, title and interest of every kind and description, including dower and homestead exemption, and all other exemptions allowed by law, in and to the above described property, and each of the said parties of the first part do hereby severally covenant with the party of the second part that he or she as the case may be will Warrant Generally the title to his or her interest as the case may be in the property hereby conveyed, except the taxes due the County of Fayette and State of Kentucky for and during the year 1925, which shall be paid by the parties to this deed as if this deed had not been executed. The taxes for the year 1926, assessed

as of July 1, 1925, shall be paid by the party of the second part, and the said parties of the first part hereby further covenant and agree with the party of the second part, her heirs and assigns, that they are lawfully seized of a good, safe, unencumbered, indefeasible fee simple title to the undivided interest hereby conveyed in all of the above described property, and that they have full power and lawful right to sell and convey the same as hereby done, and that the title to said property is absolutely free from and unencumbered by any liens or any encumbrances or outstanding rights and interests of any kind whatsoever, except the lien to secure the payment of taxes aforesaid.

The first and second calls in the description of the above property, being the calls running along the Southeastern boundary line thereof, run parallel with and twenty-five feet Northwest of the boundary line of the property conveyed by the Gibson heirs to S. K. Riner and W. C. Hanna, and subdivided by said grantees into what is known as Gibson Park Addition to the City of Lexington, Kentucky. This twenty-five foot strip is intended to comprise the Western side of a street to be known and designated as Devonshire Street, and the parties of the first part and the party of the second part, the said party of the second part being joined by her husband, Harrison G. Foster, do hereby mutually covenant and agree and specify that the said twenty-five foot strip shall be used in perpetuity as a public roadway.

IN WITNESS WHEREOF the parties of the first part and the party of the second part, said party of the second part being joined by her husband, Harrison G. Foster, have hereunto set their hands this the day and year first above written.

<u>Delia S. Duncan</u>	<u>Richardson Gibson</u>
<u>William R. Riker</u>	<u>Hart Gibson</u>
<u>Wm. Eugene</u>	<u>Adelpha Long Gibson</u>
<u>Mary Duncan</u>	<u>Sigibeth Foster</u>
	<u>Harrison Foster</u>

STATE OF KENTUCKY)
(SCT.
COUNTY OF FAYETTE)

I, Ethel F. Duncan, a Notary Public within and for the County and State aforesaid, hereby certify that the foregoing deed from Lily D. Duncan and others to Elizabeth Dunster Gibson Foster was on this day produced to me in said County and State and acknowledged and delivered by Lily D. Duncan, an unmarried woman, Louisiana B. H. Gibson von Engelken and F. H. von Engelken, her husband, personally known to me to be parties to said deed, to be their free and voluntary act and deed.

My Commission as Notary Public expires on the 17 day of October, 1928.

Witness my hand and Notarial seal this the 17 day of March 1925.



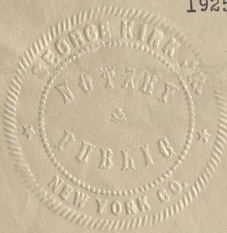
Ethel F. Duncan
Notary Public, Fayette County, Kentucky.

STATE OF NEW YORK)
County of New York) SCT.

I, George Hink, a Notary Public within and for the County and State aforesaid, hereby certify that the foregoing deed from Lily D. Duncan and others to Elizabeth Dunster Gibson Foster was on this day produced to me in said County and State and acknowledged and delivered by Mary Duncan Gibson and Richardson Gibson, her husband, personally known to me to be parties to said deed, to be their free and voluntary act and deed.

My Commission as Notary Public expires on the 30th day of March, 1926.

Witness my hand and Notarial seal this the 24th day of March 1925.



George Hink
Notary Public,
New York.

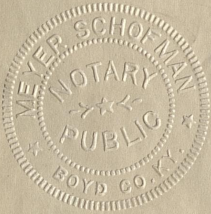
NOTARY PUBLIC 544
New York County No. 723
New York Register No. 6406
Commission Expires March 30, 1926
Registered No 6406.

STATE OF ~~KY~~ Kentucky)
COUNTY OF Boyd.) SCT.

I, Meyer Schoffman, a Notary Public within and for the County and State aforesaid, hereby certify that the foregoing deed from Lily D. Duncan and others to Elizabeth Dunster Gibson was on this day produced to me in said County and State and acknowledged and delivered by Hart Gibson, personally known to me to be a party to said deed, to be his free and voluntary act and deed.

My Commission as Notary Public expires on the 2 day of Jan 1929, 1929.

Witness my hand and Notarial seal this the 10 day of April, 1925.



Meyer Schoffman
Notary Public, _____ County, ~~Ky~~

STATE OF WASHINGTON)
COUNTY OF Stevens) SCT.

I, the undersigned, a Notary Public within and for the County and State aforesaid, hereby certify that the foregoing deed from Lily D. Duncan and others to Elizabeth Dunster Gibson was on this day produced to me in said County and State and acknowledged and delivered by Adelia Tozer Gibson, personally known to me to be a party to said deed, to be her free and voluntary act and deed.

My Commission as Notary Public expires on the 30th day of April, 1928.

Witness my hand and Notarial Seal this the 20th day of April, 1926.



M. H. Hawkes
Notary Public, Stevens County, Washington.

DISTRICT OF COLUMBIA)
) SGT.
)

I, D. E. Stephan, a Notary Public within and for the District of Columbia, hereby certify that the foregoing deed from Lily D. Duncan and others to Elizabeth Dunster Gibson Foster was on this day produced to me in said District of Columbia and acknowledged and delivered by Elizabeth Dunster Gibson Foster and Harrison Foster, her husband, personally known to me to be parties to said deed, to be their free and voluntary act and deed.

My Commission as Notary Public expires on the 6th day of Dec., 1929.

Witness my hand and Notarial Seal this the 30th day of Mich, 1925.



D. E. Stephan
Notary Public,
District of Columbia.

STATE OF KENTUCKY |
COUNTY OF FAYETTE | Sect.

I, FAUST FOUSHEE, Clerk of the County Court in and for said County and State, do hereby certify that the foregoing instrument of conveyance from

Lily D. Duncan et al
to Elizabeth Dunster Gibson Foster

..... was produced to me by the parties on the
22 day of May, 1925, ~~and was acknowledged by the said~~

and ordered to record: Wherefore the same with certificates thereon endorsed and plat hereto attached and this my certificate have been duly recorded in my office.

to be ~~acknowledged~~
X

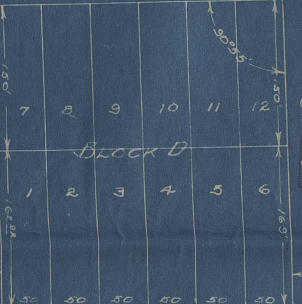
Given under my hand 22 day of May, 1925

Faust Foushee Clerk
By J. O. Bowman D. C.

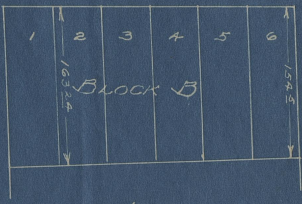


GIBSON AVENUE

DUNCAN AVENUE

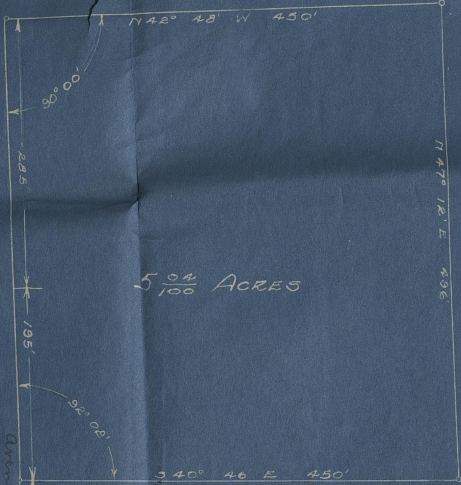


PYKE ROAD

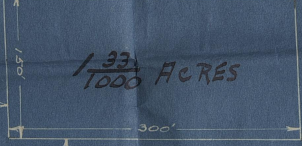


DEVONSHIRE STREET

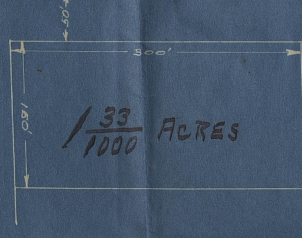
STREET



5 ⁰⁴/₁₀₀ ACRES



1 ³³/₁₀₀₀ ACRES



1 ³³/₁₀₀₀ ACRES



PART OF
GIBSON ESTATE
FAYETTE COUNTY KENTUCKY
Scale 1 inch = 100 feet
March 1925

W.A.N.

LILY D. DUNCAN, ET AL

TO- DEED OF CONVEYANCE.

ELIZABETH DUNSTER GIBSON FOSTER.

1925 May 22
ordered to record.
Faust Faushee clerk

D. B. 231

P 269

To JPa

3

MORTGAGE.

WHEREAS by mortgage of date June 6, 1916, and of record in Mortgage Book 114, page 117 in the office of the Clerk of the Fayette County Court, Lilly D. Duncan (unmarried), Duncan Gibson (unmarried), both of Fayette County, Kentucky, Mary D. Gibson and Richardson Gibson, her husband of Washington, D.C., Louisiana B. H. G. Engelken, and F. J. H. Engelken, her husband, (who are the same parties as Louisiana B. H. G. Von Engelken and F. J. H. Von Engelken) of Lexington, Kentucky, Elizabeth B. G. Foster and Harrison G. Foster, her husband of Tacoma, Washington, have simultaneously mortgaged to the Fidelity & Columbia Trust Company of Louisville, Kentucky, a certain tract of land on the Harrodsburg Pike in Fayette County, Kentucky, containing Two Hundred (200) acres, Two (2) roods and Thirty-four (34) poles, to secure Twenty (20) notes, each in the sum of One Thousand (\$1,000.00) Dollars, payable in five (5) years with interest thereon at the rate of six per cent per annum, payable semi-annually and

WHEREAS, the said Mary D. Gibson and Richardson Gibson, her husband, are desirous of securing an additional loan of Two Thousand (\$2,000.00) Dollars, which said sum shall be used by them exclusively for their own use and benefit.

WHEREAS, the mortgage debt of the Fidelity & Columbia Trust Company of Louisville, Kentucky, will hereafter be transferred to the Kentucky Joint Stock Land Bank of Lexington;

NOW THEREFORE, this agreement and mortgage made and entered into this the 14 day of August, 1922, by and between Mary D. Gibson and Richardson Gibson, her husband, parties of the first part, and Lilly D. Duncan, Duncan Gibson, Louisiana B. H. G. Engelken and Elizabeth D. G. Foster, parties of the second part,

(2)

WITNESSETH, that the said Mary D. Gibson and Richardson Gibson, her husband, hereby agree and bind themselves to assume, pay off and discharge as their separate individual liability the principal and interest of the additional Two Thousand (\$2,000.00) Dollars aforesaid as and when said principal and interest and interest installments are due and payable, together with all other charges and expenses incident to the same, and it is further stipulated and agreed that if the said Mary D. Gibson and Richardson Gibson, her husband, shall fail to pay when due the said principal sum of Two Thousand (\$2,000.00) Dollars and any or all of said interest installments thereon as and when they become due, together with such charges and expenses incident thereto as may become due and payable, then and in that event the said principal sum of said Two Thousand (\$2,000.00) Dollars and any and all interest payments thereon and expenses incident thereto may be paid for and on behalf of the said Mary D. Gibson and Richardson Gibson, her husband, from the income and proceeds derived from the Gibson estate, which consists of the property hereinafter described, and the said Mary D. Gibson and Richardson Gibson, her husband, agree and bind themselves to repay to said estate such sum or sums as may be paid on their behalf together with interest thereon from the date of said payment until paid, and the said Mary D. Gibson and Richardson Gibson, her husband, further agree and bind themselves to indemnify the said estate against any and all liability or loss which they may incur on account of the failure on the part of the said Mary D. Gibson and Richardson Gibson to pay the said principal sum of Two Thousand (\$2,000.00) Dollars and interest thereon together with such charges and expenses incident thereto when same may accrue, and for the purpose of indemnifying the parties of the second part, who together with the parties of the first part, are the sole bene-

(3)

(3)

ficiaries of the said estate and for the further purpose of securing the payment to the said estate and the said parties of the second part and each of them such sum or sums as may be paid for and on behalf of the said Mary D. Gibson and Richardson Gibson as aforesaid, said parties of the first part HAVE BARGAINED AND SOLD and do hereby give, grant and convey unto the parties of the second part, their undivided interest in and to the following described land in Fayette County, Kentucky:

Beginning at a point in the center of the Harrodsburg Pike corner to Sayre; thence with the center of said Pike N. 51.15 E 827 feet to a point in the center of said Pike opposite the end of a stone wall corner to Anderson and the corporate limits of the City of Lexington; thence with Anderson and the line of the City limit N. 41-20 W. 545 feet to an angle in a stone fence; thence still with the City limit line and the rear lot lines of Anderson, Wilkerson, Price, Watts and Sayre N. 48-20 E 602 feet to a stake corner to Sayre; thence with Sayre's line S 43-20 E 590 feet to the center of the Harrodsburg Pike (Broadway); thence with the center of Broadway N. 51-15 E 60 feet to a point corner to Sayre; thence with Sayre's line N. 43-20 W. 590 feet to a point corner to Sayre and the Kentucky Trotting Horse Breeders Association, and the City limit line; thence with the line of the Kentucky Trotting Horse Breeders Association and continuing the same course N. 43-20 W. 593 feet to a stone corner to said Association; thence still with said Association N. 50-15 E. 177 feet to a stone; corner to said Association; thence with the lines of said Association

(3)

(4)

W.
and Dickerman N. 40-15/1775 feet to an iron pin corner to Dickerman; thence still with Dickerman's line N. 4-15 W. 471 feet to a stone in Dickerman's line corner to Harp; thence with the lines of Harp, Mantle and Wilson, N. 88-45 W. 1893 feet to a stone in Feck's line corner to Wilson; thence with the lines of Feck and Reed, S. 6-45 W. 1537 feet to a stone corner to Jochum; thence with Jochum's line S 41-15 W. 547 feet to a stone in Jochum's line corner to Sayre; thence with Sayre's line S 59-25 E 3605 feet to the place of beginning and containing One Hundred and Ninety six and Seven-tenths (196-7/10) acres.

Being the same property conveyed to Lille D. Duncan, Duncan Gibson, Elizabeth D. G. Foster, Louisiana B.H.G. Von Engelken (who is the same person as Louisiana B.H.G. Engelken) and Mary D. Gibson by deed dated June 3, 1916, of record in the office of the Fayette County Court Clerk in Deed Book #181, page #630;

TO HAVE AND TO HOLD the same unto the parties of the second part, their heirs and assigns forever; and the said parties of the first part covenant to and with the parties of the second part that they are lawfully seised in fee simple of a one-eighth $1/8$ undivided interest in the land aforesaid, and that they have good right to sell and convey the same as herein done, and covenant to warrant generally the said title.

It is stipulated and agreed, however, that this instrument is a mortgage for the uses and purposes aforesaid, and is conditioned that if the party of the first part shall well and truly pay the said principal sum and all interest thereon and expenses incident thereto to the said Fidelity & Columbia Trust Company of Louisville, Kentucky, or to the Kentucky Joint Stock Land Bank of Lexington when said mortgage debt is trans-

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-14-2013 BY 60322 JAL/STP

(5)

(5)

ferred from the Fidelity & Columbia Trust Company to the said Kentucky Joint Stock Land Bank of Lexington, and further if he shall well and truly pay to the said estate such sum or sums as may be paid out of the proceeds derived from the income of the said estate, then this instrument shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, however, it is agreed among the parties hereto that if the said principal sum of Two Thousand (\$2,000.00) Dollars or any interest thereon or any expenses incident thereto are paid out of the said estate, then and in that event seven-eighths of the total of all sum or sums paid shall be charged against the interest of the said Mary D. Gibson in a final settlement of the said estate.

It is mutually agreed and understood between the parties hereto that this mortgage shall be a second and inferior mortgage to the mortgage now held by the Fidelity & Columbia Trust Company of Louisville, Kentucky, and it is further mutually agreed between the parties hereto that when the mortgage debt aforesaid is transferred from the Fidelity & Columbia Trust Company of Louisville, Kentucky to the Kentucky Joint Stock Land Bank of Lexington that this mortgage shall be a second and inferior mortgage to the mortgage of the Kentucky Joint Stock Land Bank of Lexington, which said mortgage shall be in the sum of Twenty Two Thousand (\$22,000.00) Dollars, and parties of the second part by accepting this mortgage consent and agree that this mortgage shall be a second and inferior mortgage to the mortgage of the Kentucky Joint Stock Land Bank of Lexington.

IN TESTIMONY WHEREOF the parties of the first part have hereunto set their hands on this the 14 day of July 1922.

Mary D. Gibson
Richard D. Gibson

STATE OF New York Sect.
COUNTY OF New York

State of New York, }
County of New York, } ss.:

No. **13415** SERIES B Form 2

I, **JAMES A. DONEGAN**, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county,

DO HEREBY CERTIFY, That said Court is a Court of Record having by law a seal; that

Arthur C. Lower

.....
whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of *Kings* with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this

July
192

James A. Donegan
.....
Clerk.

I Arthur Tower, a notary public within and for the County and State aforesaid, do hereby certify that Mary D. Gibson; and Richardson Gibson, her husband, parties personally known to me, to be the grantors in the foregoing mortgage to Lilly D. Duncan & Others, produced the said mortgage to me and acknowledged the same to be their act and deed.

Given under my hand this the 14th day of July, 1922.

My commission expires on the 30 day of March, 1923.

Arthur Tower
Notary Public Kings County, N.Y.

NOTARY PUBLIC, KINGS COUNTY
COUNTY CLERK'S NO. 127, REGISTER'S NO. 3008
CERT. FILED IN N.Y. CO. CLERK'S NO. 9, REG. NO. 3013
BRONX CO. CLERK'S NO. 7, REG. NO. 22
TERM EXPIRES MARCH 30, 1923



I, FAUST FOUSHEE, Clerk of the County Court of Fayette County, in the State of Kentucky, do hereby certify that on this day the foregoing instrument of writing from Mary D. Gibson and Richard Gibson, her husband to Lilly D. Duncan, Duncan Gibson, B. H. Gr. Engalken and Elizabeth D. G. Foster was produced to me in my office, and ~~was acknowledged by~~ ordered to record. ~~Wherefore the same, with certificates thereon endorsed and this my certificate, has been duly recorded in my office.~~

~~part~~ thereto to be ~~xxxxxxx~~ act and deed

witness my hand this 18th day of July, 1922

Faust Foushee Clerk
J. W. McClure D. C.

Mortgage
Mary D. Gibson
To
Duncan, Gibson,
Engelken & Foster

July 18-1922

Ordered to
record

Trust Southell
JEC

Mortgage Book 139
Page 484

No. 120

First Mortgage Note

\$ 22,000.

Lexington, Ky. Sept. 1st, 1922.

For value received we promise to pay to the order of Kentucky Joint Stock Land Bank of Lexington at its offices in the city of Lexington, Kentucky, the principal sum of Twenty-Two Thousand (\$22,000) ----- Dollars

with interest from date on the whole amount of said principal sum remaining from time to time unpaid, at the rate of six per centum per annum, payments to be made on the amortization plan and in accordance with amortization tables promulgated by the Federal Farm Loan Board, said payments to be made in manner and form as follows: A preliminary interest payment to be made on the first day of

None 19 ^{Seventy-Eight} being 6 per cent interest from date of this note until said time of payment and thereafter in ~~eight~~ semi-annual payments of Seven Hundred and Thirty-

One & 06/100 - - Dollars each, payable on the first day of March & Sept. in each year, and a final payment of Six Hundred & Twenty-nine & 64/100 - - - - Dollars, payable on the first day of March 1922, and we further promise and agree to pay reasonable attorney's fees in the event there is any default in the payment of this note as provided herein.

This instrument is negotiable and payable at The Kentucky Joint Stock Land Bank of Lexington at its offices in the city of Lexington, Kentucky.

If any payment, or payments, herein provided for, are not paid when due, such defaulted payment, or payments, shall bear simple interest from the date of such default until paid at the highest rate of interest authorized by law, not exceeding eight per cent per annum.

The drawers and endorsers, and all parties to this instrument, severally waive presentment for payment, protest, notice of protest, notice of non-payment of this instrument, demand and all legal diligence in enforcing collection.

This note is secured by a mortgage of even date herewith, executed by Lilly Duncan, Louisiana B.H.G. Engelken and F.H. Engelken, her husband, and Duncan Gibson, and Elizabeth D.G. Foster and Harrison G. Foster, her husband and Mary D. Gibson and Richardson Gibson, her husband.

to the said Kentucky Joint Stock Land Bank of Lexington, Kentucky, on lands in Fayette County, Kentucky, which is the first lien on the property therein described. If any default be made in any of the payments provided for in this note, or in case of failure to perform any or either of the terms or conditions of said mortgage, the whole indebtedness secured by this mortgage, together with all interest on same shall, at the option of said Kentucky Joint Stock Land Bank of Lexington, its successors, or assigns, become due and payable at once without demand or notice, notice of the exercise of such option being hereby expressly waived.

After five years from the date hereof, on any date when any regular installment becomes due hereunder, the maker or makers of this note shall have the option of making additional payments in the sum authorized by The Federal Farm Loan Act or any amendment thereof, for the reduction of the principal, or the payment of the entire principal, and any payment in reduction of principal so made shall be endorsed on this note. Such additional payments shall not reduce the fixed annual or semi-annual payments, provided for herein, but will pay off the loan at an earlier date. Whenever the whole principal hereof, together with all interest accrued thereon, shall have been fully paid, then all provisions herein for installment payments maturing thereafter shall be null and void and this note shall then be fully paid off and satisfied.

ADDRESS: 16 East 9th Street
New York City
Lilly Duncan
Duncan Gibson

Mary D. Gibson
Richardson Gibson
Elizabeth D.G. Foster

CS
12/21

RATE 6% SEMIANNUAL INSTALLMENTS \$731.06 FINAL INSTALLMENT \$629.64 PRINCIPAL \$22,000.

Year due	No.	Interest	Principal	Date Pd	Initial	Balance	Year due	No.	Interest	Principal	Date Pd.	Initial	Balance
1922	PP	3.67	22,000	8-31-22	B	22,000.00							
1923	1	660.00	710.6	3-5	2	21,228.94	19	41					
1923	2	657.80	73.26	9-12	S	21,255.68	19	42					
1924	3	655.60	75.46	4-1	S	21,780.72	19	43					
1924	4		890.12	3-1	S	20,890.10	19	44					
1924	5	676.78	1,041.28	9-3	S	20,785.82	19	45					
19	6						19	46					
19	7						19	47					
19	8						19	48					
19	9						19	49					
19	10						19	50					
19	11						1924	51	7,112.38	9-1	B	136,736.4	
19	12						19	52					
19	13						1924	53	6,514.9	9-1	B	1,302,202	
19	14						1925	54	3,900.72	3-31	S	1,768,168	
19	15						19	55					
19	16						19	56					
19	17						19	57					
19	18						19	58					
19	19						19	59					
19	20						19	60					
19	21						19	61					
19	22						19	62					
19	23						19	63					
19	24						19	64					
19	25						19	65					
19	26						1925	66	Special 4,975.96	3-1	B	77,057.0	
19	27						25	67	7,312.7	9-1	B	72,058.8	
19	28						19	68					
19	29						19	69					
19	30						19	70					
19	31						19	71					
19	32						19	72					
19	33						19	73					
19	34						19	74					
19	35						19	75					
19	36						19	76					
19	37						1925	77	Special 5,702.60	10-7	W	13,032.8	
19	38						19	78					
19	39						19	79					
19	40						19	80					

This Mortgage made and entered into, this the **First** day of **September**, 19 **22**,
by and between **Lilly Duncan, an unmarried woman, Louisiana B. H. G. Engel-**
ken and F. H. Engelken, her husband, and Duncan Gibson all of Lex-
ington, Fayette County, Kentucky, Elizabeth D. G. Foster and Harrison
G. Foster, her husband, of Lexington, Ky.
and Mary D. Gibson and Richardson Gibson, her husband, of New York City, N.Y.

of _____ County, Kentucky, parties of the first part, the Kentucky Joint Stock Land Bank of
Lexington, a corporation duly incorporated and existing under The Federal Farm Loan Act, the principal
office and postoffice address of which is Lexington, Kentucky, party of the second part,

Witnesseth: That the said parties of the first part in consideration of
TWENTY TWO THOUSAND (\$22,000.00) - - - - - Dollars,
to **them** in hand paid and loaned by the party of the second part, the receipt of which is hereby acknowl-
edged, do by these presents grant, bargain, convey and mortgage unto the said party of the second
part, its successors and assigns, the following described real estate, with its rents, issues and profits, situated
in **the County of Fayette** and State of Kentucky, more particularly described as follows:

Beginning at a point in the center of the Harrods-
burg Pike corner to Sayre; thence with the center of said Pike
N. 51.15 E. 827 feet to a point in the center of said Pike
opposite the end of a stone wall corner to Anderson and the
corporate limits of the City of Lexington; thence with Anderson
and the line of the City limit N. 41-20 W. 545 feet to an angle
in a stone fence; thence still with the City limit line and
the rear lot lines of Anderson, Wilkerson, Price, Watts and
Sayre N. 48-20 E. 602 feet to a stake corner to Sayre; thence
with Sayre's line S. 43-20 E. 590 feet to the center of the
Harrodsburg Pike (Broadway); thence with the center of Broad-
way N. 51-15 E. 60 feet to a point corner to Sayre; thence
with Sayre's line N. 43-20 W. 590 feet to a point corner to
Sayre and the Kentucky Trotting Horse Breeders Association,
and the City limit line; thence with the line of the Kentucky
Trotting Horse Breeders Association and continuing the same
course N. 43-20 W. 593 feet to a stone corner to said Association;
thence still with said Association N. 50-15 E. 177 feet to a stone;
corner to said Association; thence with the lines of said Asso-
ciation and Dickerman N. 40-15^{W.}/1775 feet to an iron pin corner
to Dickerman; thence still with Dickerman's line N. 4-15 W. 471
feet to a stone in Dickerman's line corner to Harp; thence with
the lines of Harp, Mantle and Wilson, N. 88-45 W. 1893 feet to
a stone in Feck's line corner to Wilson; thence with the lines
of Feck and Reed, S. 6-45 W. 1537 feet to a stone corner to

Jochum; thence with Jochum's line S. 41-15 W. 547 feet to a stone in Jochum's line corner to Sayre; thence with Sayre's line S. 59-25 E. 3605 feet to the place of beginning and containing One hundred and Ninety Six and Seven Tenths (196-7/10) acres.

Being the same property conveyed to Lilly D. Duncan, Duncan Gibson, Elizabeth D. G. Foster, Louisiana B. H. G. Engelken and Mary D. Gibson by deed dated June 3, 1916, of record in the office of the Fayette County Court Clerk in Deed Book #181, Page #630;

There is excepted from the above tract the following portion thereof:

Beginning at a point in the center of the Harrodsburg Pike corner to Sayre, which is N 51 15 E 620 feet from the point where the city limit line crosses said pike, also the corner of Lee Anderson; thence with the center line of said pike N 51 15 E 60.2 feet corner to Sayre; thence with Sayre N 43 20 W 25 feet to the west property line of the Harrodsburg Pike, or South Broadway, thence with said property line S 51 15 W 60.2 to Sayre; thence with Sayre S 43 20 E 25 feet to the point of beginning and containing 3/100 of an acre.

Jochum; thence with Jochum's line S. 41-15 W. 547 f
in Jochum's line corner to Sayre; thence with Sayr
E. 3605 feet to the place of beginning and contain
and Ninety Six and Seven Tenths (196-7/10) acres

Being the same property conveyed to L
Duncan Gibson, Elizabeth D. G. Foster, Louisian
and Mary D. Gibson by deed dated June 3, 1916,
office of the Fayette County Court Clerk in D

TO HAVE AND TO HOLD said property, with all rights, privileges, and appurtenances thereunto
longing, unto the party of the second part, its successors and assigns forever, with cove
nanty; said first parties hereby releasing all their right, title and interest therein, inclu
of dower or curtesy, homestead exemption, and all other exemptions allowed by law.

THIS MORTGAGE is given to secure said loan made by the party of the second part
the first part as is evidenced by a first mortgage note duly executed and delivered by said
to the party of the second part, and payable to its order; said note being in said principal sum
TWENTY TWO THOUSAND (\$22,000.00) - - - - -
and bearing interest on same at the rate of six per centum per annum, payments to be made on the an
plan in accordance with the terms and conditions of said first mortgage note, which is made a part
mortgage as fully as if wholly written herein.

THE PARTIES OF THE FIRST PART hereby expressly warrant the title to said real estate
and further expressly covenant that they have good right to sell, convey and mortgage the same; th
same is free from all encumbrances, prior to, or on an equality with this mortgage, that they have a
good and perfect title to the same against all persons whomsoever and that this mortgage is and shall be the
first and best lien against said premises.

THE PARTIES OF THE FIRST PART further covenant and agree with the party of the
second part:

FIRST, That they will pay when due all taxes, liens, judgments or assessments which may be
lawfully assessed against the property hereby mortgaged and all charges of every character against the same,
and any such taxes, liens, judgments, assessment or charges, not paid when due, may be paid by the mortgagee
and when so paid shall become immediately due to the party of the second part, shall become a part of the mortg
age debt and shall bear simple interest at the rate of eight per centum per annum until paid. The parties
of the first part further agree, immediately upon the payment of same, to furnish to the party of the second
part receipts of the proper officers, or parties, for all such payments, and it is agreed that all irregularities and
defects in the levy or assessment and the right to insist that the personal property be first exhausted in the
payment of such taxes and assessments are hereby expressly waived, and the receipt of the proper officers shall
be conclusive evidence as to the amount and validity of such payments. The parties of the first part will,
during the term of this mortgage, duly assess said real estate for taxation at the time prescribed by law.

SECOND, That the whole and every portion of said loan shall be expended only for the purposes specified
in the original application, which application is hereby made a part of this mortgage the same as if fully copied
herein, except that the party of the second part may permit said loan to be used for any other purpose author
ized by the Federal Farm Loan Act, said permission to be given in writing only.

THIRD, That said loan is to be repaid on an amortization plan by means of a fixed number of annual, or
semi-annual, installments sufficient to cover the charges and amounts to be applied on the principal, as pro
vided in, and required by, The Federal Farm Loan Act as is fully provided for in said first mortgage note.

FOURTH, To take good care of said real estate and not to commit waste, or allow the same to be
committed on said premises, but will cause the same to be worked and cultivated in a proper and farmerlike man
ner at all times and will not cut or remove any timber or improvements from said land, except such as may be
needed for ordinary farming purposes and shall keep said lands in as good condition for farming purposes as
they are now in and will keep the houses, fences and other improvements on said land in good condition and
repair at all times.

FIFTH, To pay all expenses incurred by the party of the second part in securing abstracts of title and
for attorneys' fees in protecting the security of this mortgage, or in foreclosing the same, together with all nec
essary expenses pertaining thereto, all of which amounts shall become due when paid, shall become part of
this mortgage, and shall bear interest at eight per centum per annum from the time same shall be paid by the
party of the second part until the party of the second part shall be fully repaid the same. In case of foreclosure
all of said expenses may be made a part of the judgment.

SIXTH, That upon the institution of proceedings to foreclose this mortgage the plaintiff shall be en
titled to have a receiver appointed by the Court to take possession and control of the premises, to collect
the rents and profits, to put said premises in good repair suitable for farming.

SEVENTH, To keep the buildings upon said premises insured against loss or damage by fire in some
good, reliable insurance company or companies, to be approved by the party of the second part, its successors
or assigns, to the amount of not less than Dollars,
with loss, if any, payable to said party of the second part, its successors or assigns, as its, or their, interest may
appear at time of loss, and forthwith upon issue shall deposit said policy with said party of the second part,
its successors or assigns. In case the parties of the first part shall fail to comply with the conditions of this
mortgage concerning said insurance, then the party of the second part shall have the right to take out said insur
ance, pay the premiums on same, and any insurance premium paid by the party of the second part to protect its
security hereunder shall become a part of this mortgage and shall bear interest at the rate of eight per centum
per annum from date of same until paid.

THIS MORTGAGE and the note secured thereby are executed and delivered under and in accordance with the said Federal Farm Loan Act, and are subject to all the terms, conditions and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

THE CONDITION OF THIS MORTGAGE is, that if the part ies of the first part shall well and truly make all the payments called for in said first mortgage note in accordance with its terms and tenor and shall perform each and every one of the covenants, conditions and agreements, either in said note or this mortgage contained, then the same shall be null and void, but if the part ies of the first part shall, in any wise, be in default in respect to any such payments, or in respect to the performance of any of the conditions, covenants or agreements in said note or this mortgage contained, then the whole indebtedness provided for herein or in said note, together with all interest on same, all of which is hereby secured by this mortgage, shall, at the option of the said Kentucky Joint Stock Land Bank of Lexington, its successors or assigns, become due and payable forthwith without demand or notice, notice of exercise of such option being hereby expressly waived, and same may be immediately collected by suit to enforce the same.

WHEN THIS MORTGAGE shall have been fully paid off in accordance with its terms and tenor, then same shall be duly released by the party of the second part, but all legal fees pertaining to such release shall be paid by the part ies of the first part.

IN TESTIMONY whereof, witness the hand of the part ies of the first part this the day and date first above written.

Lilly Duncan Mary D Entares
Louisiana B. H. G. Engelken R. H. Gibson
F. H. Engelken Elizabeth D. C. Foster
Harrison G. Foster

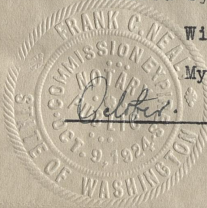
STATE OF WASHINGTON

COUNTY OF Pierce

I Frank S. Neal, a Notary Public in and for the County and State aforesaid, do certify that on this day the foregoing mortgage from Lilly Duncan, et al., to the Kentucky Joint Stock Land Bank of Lexington was produced to me and was acknowledged and delivered by Harrison G. Foster, party thereto, to be his act and deed.

Witness my hand this the 1st day of August, 1923.

My commission as Notary Public expires on the 9th day of October, 1924.



Frank S. Neal
Notary Public Pierce Co., Wash.

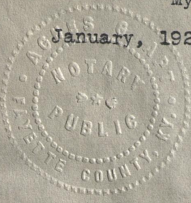
COMMONWEALTH OF KENTUCKY

COUNTY OF FAYETTE-----

I, Agnes G. Apt, a Notary Public in and for the County and State aforesaid, do certify that on this day the foregoing mortgage from Lilly Duncan and Others to the Kentucky Joint Stock Land Bank of Lexington was produced to me and was acknowledged and delivered by Lilly Duncan, Louisiana B. H. G. Engelken and F. H. Engelken, her husband, and Duncan Gibson and Elizabeth D. C. Foster, parties thereto to be their act and deed.

Witness my hand this the 22nd day of July, 1923.

My commission as Notary Public expires on the 31st day of January, 1924.



Agnes G. Apt
Notary Public, Fayette Co., Ky.

State of New York, }
County of New York, } ss.:

No. **13414** SERIES B Form 2

I, **JAMES A. DONEGAN**, Clerk of the County of New York, and also Clerk of the Supreme Court in and for said county,

DO HEREBY CERTIFY, That said Court is a Court of Record, having by law a seal; that

Arthur B. Lower

.....
whose name is subscribed to the annexed certificate or proof of acknowledgment of the annexed instrument was at the time of taking the same a NOTARY PUBLIC acting in and for said county, duly commissioned and sworn, and qualified to act as such; that he has filed in the Clerk's Office of the County of New York a certified copy of his appointment and qualification as Notary Public for the County of.....
with his autograph signature; that as such Notary Public, he was duly authorized by the laws of the State of New York to protest notes; to take and certify depositions; to administer oaths and affirmations; to take affidavits and certify the acknowledgment and proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this state; and further, that I am well acquainted with the handwriting of such Notary Public and verily believe that his signature to such proof or acknowledgement is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at the City of New York, in the County of New York, this day of

July

192

James A. Donegan
.....
Clerk.

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edged an
22
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County, 13

STATE OF ~~KENTUCKY~~ NEW YORK.

New York County.

I, *Richard D. Power*, a Notary Public.

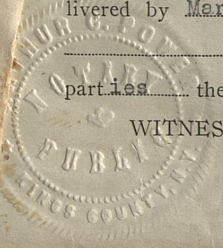
in and for the County and State aforesaid do certify that on this day he foregoing mortgage from

Lilly Duncan, et al,

to The Kentucky Joint Stock Land Bank of Lexington was produced to me and was acknowledged and delivered by *Mary D. Gibson and Richardson Gibson, her husband.*

parties thereto to be *their* act and deed

WITNESS my hand this the *14th* day of *July* 19*22*



Richard D. Power

NOTARY PUBLIC, KINGS COUNTY
COUNTY CLERK'S No. 127, REGISTER'S No. 3008
CERT. FILED IN N.Y. CO. CLERK'S NO. 9, REG. NO. 3013
BRONX Co. CLERK'S NO. 7, REG. NO. 22
County, Ky.

STATE OF KENTUCKY,
Fayette County.

I, *Frank Foushee*

Clerk of the County Court for the County and State aforesaid do certify that the foregoing mortgage from
Lilly Duncan, et al.

to The Kentucky Joint Stock Land Bank of Lexington was duly lodged for record in my office at
o'clock *1.15* M. on the *13th* day of *September* 19*22*, and the

tax thereon fully paid and that I have recorded the same together with the foregoing and this certificate in my
said office in volume *140* of mortgages, pages _____ to _____

WITNESS my hand this the *13* day of *September* 19*22*
Frank Foushee Clerk.

By *Mary Ann Kane* Deputy Clerk.

No. *180*
Lilly D. Duncan
Duncan et al.
CANCELLED

TO
The Kentucky Joint Stock Land Bank
of Lexington

MORTGAGE

Dated the _____ day of _____

STATE OF KENTUCKY,

County of *Fayette*
Received for record on the *13* day
of *September* 19*22*, at *1.15* o'clock
M., and recorded in Volume
of Mortgages, on pages

Frank Foushee

M. B. 140
P. 503

777 Pd.

THIS AGREEMENT, Made and entered into, this 22d day of November, 1927, by and between HARRISON G. FOSTER (widower and surviving husband of Elizabeth Dunster Gibson Foster, deceased), of Lexington, Kentucky; HART GIBSON FOSTER (unmarried), of Lexington, Kentucky; ADDISON G. FOSTER and SARAH THOMAS FOSTER, his wife, residing at 80 Barrow Street, New York City, N. Y., and ELIZABETH DUNSTER DUNCAN FOSTER (unmarried), of Lexington, Kentucky, parties of the first part, and LILY D. DUNCAN (unmarried), of Lexington, Kentucky; LOUISIANA B. H. Von ENGELKEN and FREDERICK H. Von ENGELKEN, her husband, of Lexington, Kentucky; MARY DUNCAN GIBSON GIBSON and RICHARDSON GIBSON, her husband, residing at No. 145 West 58th Street, New York City, N.Y.; HART GIBSON, temporarily residing at Ashland, Florida County of Duval, Kentucky, and ADELIA TOZER GIBSON, his wife, temporarily residing at Seattle, King near Bremerton, County of Kitsap, State of Washington, parties of the second part, OKWAM

WITNESSETH: That,

WHEREAS, Harrison G. Foster (as surviving husband of Elizabeth Dunster Gibson Foster), Hart Gibson Foster, Addison G. Foster and Elizabeth Dunster Duncan Foster, parties of the first part, and Lily D. Duncan, Louisiana B. H. Von Engelken, Mary Duncan Gibson Gibson and Hart Gibson, parties of the second part, now own jointly and are in possession of the following described tract of land situated near the City of Lexington, Fayette County, Kentucky, containing One Hundred Fifty-seven (157) acres, more or less, and bounded and described as follows, to wit:

Beginning at the City limits of Lexington at a corner to the K.T.H.B.A. and Gibson Park; thence with Gibson Park for two lines S 47-12 W 661.5 feet, N 42-48 W 182.5 feet to center of street; thence N 40-46 W 325 feet along acre tract deeded to Von Engelken to corner to same; thence again with said acre tract S 47-12 W 150 feet to Pike Road; thence with said road so as to include same, S 40-46 E 300 feet; thence S 47-12 W 50 feet; thence N 40-46 W 300 feet to a corner of another of Von Engelken acre tract; thence with said acre tract S 47-12 W 150 feet to the line of Mrs. Foster's five acre tract; thence

with said five acre tract for three lines, N 40-46 W 150 feet, S 47-12 W 496 feet, S 42-48 E 475 feet to the line of Dillard Blackwell; thence with his line S 47-12 W 276 feet to H. P. Headley's line; thence with his line N 57-51 W 2524 feet; thence with Headley and Reed, N 43-05 E 544 feet; thence with Reed and Feck, N 6-45 W 1530.5 feet to a corner to Feck and Smith; thence with Smith and others, S 87-12 E 1886.5 feet to a corner to Dickerson; thence with his line and K.T.H.B.A., S 4-14 W 471 feet; thence with K.T.H.B.A. for three lines, S 40-52 E 1775 feet, S 50-15 W 177 feet, S 43-30 E 228 feet to the beginning. The last two lines being with the City limits of Lexington, and,

WHEREAS, the said Elizabeth Dunster Gibson Foster owned at the time of her death an undivided $\frac{5}{32}$ interest in the aforesaid tract of land, and the said Elizabeth Dunster Gibson Foster having died a resident of Fayette County, Kentucky, intestate, and her interest in said property having passed by descent to her children, Hart Gibson Foster, Addison G. Foster and Elizabeth Dunster Duncan Foster, as and who are her only heirs at law, subject to the dower or curtesy interest of said Harrison G. Foster, her surviving husband; and,

WHEREAS, said parties of the first part, and said parties of the second part, desire to have and make a division of said tract of land so as to set apart to first parties a fair and equal portion of said property, based on the interest owned as aforesaid by the said Elizabeth Dunster Gibson Foster at the time of her death -- being an undivided $\frac{5}{32}$ interest -- and to set apart to second parties a fair and equal portion of said property, based on their joint undivided interest in said property -- being a joint, undivided $\frac{27}{32}$ interest in said tract; and,

WHEREAS, said parties of the first part, and said parties of the second part are unable to agree as to how said tract of land should be divided as between them, and do not desire themselves to make said partition, and mutually desire that said partition be made by disinterested parties; and,

WHEREAS, said first parties, as the surviving heirs at law and surviving husband of the said Elizabeth Dunster Gibson Foster, own a tract of land containing 5.4 acres adjoining the above described tract of land -- and being the same property conveyed to the said Elizabeth Dunster Gibson Foster by Lily D. Duncan and others by deed dated March 11, 1925, and recorded in the office of the Fayette County Court Clerk in Deed Book No. 231, at p. 269 -- and desire that the portion ^{of the} above described tract of land set apart to them shall be a tract adjoining the above described tract containing 5.4 acres, and said second parties conceding that said first parties are entitled to have set apart to them out of the aforesaid described tract of land a portion or tract adjoining the above described tract now owned by said first parties; and,

WHEREAS, the parties of the first part, and the parties of the second part have agreed to have said tract of land divided as between them in the manner as aforesaid,

NOW, THEREFORE, in consideration of the premises, and the mutual stipulations, agreements and covenants hereinafter set out, it is agreed by and between the parties hereto as follows:--

(1) It is stipulated and agreed between the parties hereto, that said parties of the first part shall select an impartial, disinterested qualified person as their representative or arbitrator, and that said second parties shall select an impartial, disinterested and qualified person as their representative or arbitrator, for the purpose of making a division of said tract of land between the parties of the first part and the parties of the second part, as hereinbefore set out; and further, that if the appraisers or arbitrators selected by first and second parties shall be unable to agree as between themselves as to what is and will be a fair and equitable division of said tract of land as between first and second parties, then said appraisers or arbitrators shall be authorized to select a Third person as umpire, who shall be an impartial, disinterested and qualified person, and that the said appraisers or arbitrators and said umpire shall make as between the parties hereto a fair and equitable division of said tract of land, laying off to said first parties a fair and equitable portion of said entire tract, which shall adjoin the aforesaid tract of 5.4 acres now owned by said first parties;

(2) It is further stipulated and agreed between the parties hereto, that said appraisers or arbitrators, and the umpire (if there shall be an umpire selected as aforesaid) shall make a division of said tract of land as between the first and second parties at such time and in such manner, and with or without notice to any of the parties hereto, and with or without hearing the parties or any witnesses with reference to the making of said partition (but being qualified and experienced persons and having knowledge of the character and situation of said tract of land and its reasonable and fair value for any and all purposes) according to their best judgment, and after making said partition, shall cause a survey and plat to be made showing the portion set apart to first parties, and showing the portion set apart to second parties;

(3) It is further stipulated and agreed between the parties hereto, that said partition shall be made by the said Two (2) arbitrators or appraisers, if they agree thereon, without the appointment of an umpire; but if an umpire shall be selected as aforesaid, then said partition shall be made by all Three (3) of them, or the majority thereof;

(4) It is further stipulated and agreed between the parties hereto, that the award by said appraisers or arbitrators and said umpire (if an umpire shall be selected as aforesaid) shall be made in writing and certified by them, or the majority, in duplicate, to the parties hereto -- One (1) copy to be delivered to Hart Gibson Foster, party of the first part, and One (1) copy thereof to be delivered to Louisiana B. H. Von Engelken, party of the second part;

(5) It is further stipulated and agreed between the parties hereto, that said appraisers or arbitrators and said umpire (if an umpire shall be chosen as aforesaid) shall, before entering upon the discharge of their duties under this agreement, take oath that they will as such appraisers or arbitrators and as such umpire (if an umpire shall be chosen as aforesaid), make said partition according to their best judgment and impartially as between the parties hereto, so as to make as between them a fair and equal division of said tract of land;

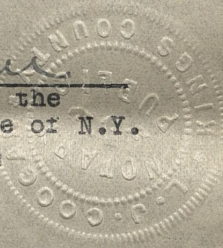
(6) It is further stipulated and agreed between the parties hereto, that they will, and hereby obligate themselves to accept the written award made by said appraisers or arbitrators, and said umpire (if an umpire shall be chosen as aforesaid) as final between them, and to abide by their decision in the partitioning of said

certified to the proper office for record.

Given under my hand and seal of office, this 5th day of December, 1927.

[Handwritten Signature]
Notary Public in and for the
County of New York, State of N.Y.

NOTARY PUBLIC, Kings County No. 178
Kings County Register's No. 8169
Certificate filed N. Y. Co. No. 376
New York Co Register's No. 8295
Commission expires March 30, 1928



STATE OF NEW YORK)
): Sct.
COUNTY OF NEW YORK)

I, Jessie M. Moore, a Notary Public in and for the County and State aforesaid (whose commission expires on the 30th day of March, 1929), do hereby certify that the foregoing instrument of writing or Agreement between Harrison G. Foster, Hart Gibson Foster, Addison G. Foster, Sarah Thomas Foster and Elizabeth Dunster Duncan Foster as parties of the first part, and Lily D. Duncan, Louisiana B. H. Von Engelken, Frederick H. Von Engelken, Mary Dunaan Gibson Gibson and Richardson Gibson, Hart Gibson and Adelia Tozer Gibson as parties of the second part, was this day produced to me in said County and State and was acknowledged before me by the said Mary Duncan Gibson Gibson and Richardson Gibson to be their respective acts and deeds for the uses and purposes therein set out; all of which is hereby certified to the proper office for record.

Given under my hand and seal of office, this 6th day of December, 1927.

[Handwritten Signature]
Notary Public in and for the
County of New York, State of N.Y.

Notary Public, Bronx County No. 81, Reg. No. 2273
Certificate filed in New York Co. No. 395, Reg. No. 9515
Term expires March 30, 1929

We, the undersigned, designated and appointed by the parties to the foregoing Agreement as appraisers or arbitrators thereunder, do hereby respectively accept such appointment, and agree to act as such appraisers or arbitrators, and being placed on oath, do solemnly swear that we will fairly and impartially decide the controversy and questions submitted to us under the foregoing Agreement according to law, justice and the equity of the whole case.

WITNESS our hands, this 17 day of January 1928.

S. A. Raccac W. C. Lawwill

Subscribed and sworn to before me by W. C. Lawwill and S. A. Wallace, this 17 day of January, 1928.

My commission expires on the 20 day of August, 1931.

WITNESS my hand and seal as of the day and year above mentioned.

O. B. Keller
Notary Public in and for the
County of Fayette, State of
Kentucky.

