

This Mortgage made and entered into, this the 29th day of October, 1928, by and between

Hart Gibson Foster and Harrison G. Foster, both unmarried, of Fayette County, Kentucky, Addison G. Foster and Sara T. Foster, his wife, of Camden, New Jersey, and Dunster Foster Pettit and Wm. Pettit, her husband,

of Fayette 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 Thirty-seven Hundred and no/100 - - - - - (\$3700.00) - - - - - Dollars, to them in hand paid and loaned by the party of the second part, the receipt of which is hereby acknowledged, 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 Fayette County and State of Kentucky, more particularly described as follows: being a part of what is known as "Ingleside," on the Harrodsburg Pike, being particularly described as follows:

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 degrees, 12 minutes W 496 feet, S 42 degrees 48 minutes E 475 feet, a corner to the 5.04 acre tract in the line of D. Blackwell; thence with Blackwell's line S 47 degrees 12 minutes W 276 feet, corner to Blackwell in H. P. Headley's line; thence with Headley's line N 57 degrees 51 minutes W 2524 feet, a corner to Headley; thence again with Headley's line N 43 degrees 05 minutes 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 degrees 51 minutes 1937.7 feet to a new corner in the Gibson heirs and Duncan land; thence N 47 degrees 12 minutes E 400 feet to a new corner in the Gibson heirs and Duncan land; thence S 40 degrees 46 minutes E 141.5 feet to the beginning and containing 30 acres.

Being the same property acquired in part by the parties of the first part herein from Lily D. Duncan and others by a Deed of Partition dated March 7, 1928, of record in Deed Book 252, page 78, Fayette County Court Clerk's Office, and further acquired according to the derivation of title as set forth in said deed.

Checked
J.E.
D.W.

TO HAVE AND TO HOLD said property, with all rights, privileges, and appurtenances thereunto belonging, unto the party of the second part, its successors and assigns forever, with covenant of general warranty; said first parties hereby releasing all their right, title and interest therein, including contingent right 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 to the parties of the first part as is evidenced by a first mortgage note duly executed and delivered by first parties to the party of the second part, and payable to its order; said note being in said principal sum of ~~Thirty-seven Hundred and no/100~~ - - - - - (\$3700.00) - - - - - Dollars, and bearing interest on same at the rate of six per centum per annum, payments to be made on the amortization plan in accordance with the terms and conditions of said first mortgage note, which is made a part of this 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; that 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 mortgage 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 authorized 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 provided 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 manner 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 necessary 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 entitled 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 ~~None~~ - - - - - Dollars each ~~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 insurance, 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.

EIGHTH, The note secured by this mortgage is dated of even date herewith and the principal thereof matures in semi-annual installments, payable over a period of forty years from the date of said note.

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 parties 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 parties 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 parties of the first part.

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

Addison G. Foster
Sara T. Foster
Hart Gibson Foster
Harrison G. Foster
Dunster Foster Pettit
Wm. Pettit

STATE OF NEW JERSEY
COUNTY OF Camden

I, A. H. Moore, a Notary Public in and for the county and state aforesaid, do certify that on this day the foregoing mortgage from Hart Gibson Foster and others to the Kentucky Joint Stock Land Bank of Lexington was produced to me and was acknowledged and delivered by Addison G. Foster and Sara T. Foster, his wife, parties thereto, to be their act and deed.

My commission as notary public expires December 30th, 1932.
My commission expires December 30th, 1932.

WITNESS my hand this the 30 day of October 1928.

A. H. Moore
Notary Public, Camden County
New Jersey

STATE OF KENTUCKY,
Fayette County.

I, Luise C. West, a Notary Public in and for the County and State aforesaid do certify that on this day he foregoing mortgage from Hart Gibson Foster and others to The Kentucky Joint Stock Land Bank of Lexington was produced to me and was acknowledged and delivered by Hart Gibson Foster, unmarried, Harrison G. Foster, unmarried, Dunster Foster Pettit and Wm. Pettit, her husband, parties thereto to be their act and deed. My commission expires January 15, 1932.

WITNESS my hand this the 5th day of November 1928.

Luise C. West
Notary Public, Fayette County, Ky.

STATE OF KENTUCKY.

Fayette County, *Fayette*

I, *Faust Sunchu*
Clerk of the County Court for the County and State aforesaid do certify that the foregoing mortgage from
Hart Gibson Foster, unmarried, Harrison G. Foster, unmarried, Addison G. Foster and
Sara H. Foster, his wife, Dunster Foster Pettit and Wm. Pettit, her husband,
to The Kentucky Joint Stock Land Bank of Lexington was duly lodged for record in my office at *3:28*
o'clock *P* M. on the *5th* day of *Nov* 19 *28*, and that
tax thereon fully paid and that I have recorded the same together with the foregoing and this certificate in my
said office in volume *222* of mortgages, pages *29* to *33*

WITNESS my hand this the *5th* day of *November* 19 *28*

By *Faust Sunchu* Clerk.
Lucie Faircloth Deputy Clerk.



No. 2704

HART GIBSON FOSTER & OTHERS

TO
The Kentucky Joint Stock Land Bank
of Lexington

MORTGAGE

Dated the *29th* day of *October*, 1928

STATE OF KENTUCKY,
County of *Fayette*,

Received for record on the *5* day
of *Nov* 19 *28*, at *3:28* o'clock
P M., and recorded in Volume *222*
of Mortgages, on page *29*

Faust Sunchu ckl.

PAID
Ky. Joint Stock Land Bank
W. G. ...

MADE IN U.S.A.

FIRST MORTGAGE NOTE

No. 2704

Lexington, Kentucky, October 29, 1928 \$ 3700.00

For value received we promise to pay to the order of the Kentucky Joint Stock Land Bank of Lexington, at its offices in the city of Lexington, Kentucky, the principal sum of - - - - -
Thirty-seven Hundred and no/100 - - - - - Dollars,
together with interest thereon at the rate of six per centum (6%) per annum from date hereof to the first day of December, 1928, which said interest shall be due and payable on said date and shall be known as the preliminary interest installment, and thereafter with interest on the whole amount of said principal sum remaining from time to time unpaid at the rate of six per centum (6%) per annum, payable semi-annually, both principal and interest being payable on an amortization plan as follows: In seventy-eight (78) semi-annual installments of \$122.95 Dollars each, and a final installment of 105.97 Dollars, the first installment being payable on the first day of June, 1929 and the next installment on the first day of December, 1929 and the successive installments on the same dates of each succeeding year thereafter until the entire principal sum is paid in full, 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.

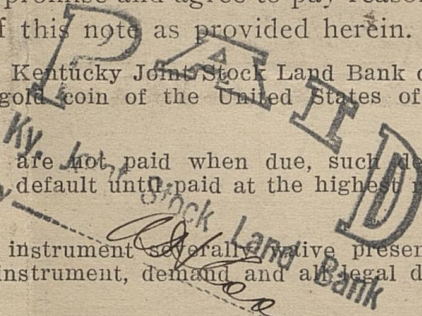
This instrument is negotiable and payable at The Kentucky Joint Stock Land Bank of Lexington at its offices in the city of Lexington, Kentucky, and is payable in gold coin of the United States of America of the present standard of weight and fineness or its equivalent.

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 give 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 first mortgage of even date herewith executed by Hart Gibson Foster, unmarried, Harrison G. Foster, unmarried, Addison G. Foster and Sara T. Foster, his wife, Dunster Foster Pettit and Wm. Pettit, 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.



Checked
ADDRESS

Wm. Dunster Foster Pettit
Sara T. Foster

Hart Gibson Foster
Addison G. Foster
Harrison G. Foster

Address: Lexington, Kentucky.

Rate 6% Semi-Annual Installment \$ 122.95

Final Installment \$ 105.97 Principal \$ 3700.00

Year Due	No	Interest	Principal	Date Pd	Initial	Balance
19	pp					3700.00
19	²⁹ 1	1116.0	1195	6-30	T	3688.05
19	²⁹ 2	1106.3	1232	12-27	T	3675.73
19	3					
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Year Due	No	Interest	Principal	Date Pd	Initial	Balance
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Security Trust Company
Lexington, Kentucky

MORTGAGE

FROM

Hart Gibson Foster
to
Robert N. Hays

Acknowledged by

and ordered to record,

March 13, 1920

E. H. Fuller Clerk

Recorded in Mortgage Book 231

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Fayette County, Ky.

T. P. [Signature]

County of Fayette,
State of Kentucky, } Sec.

I, E. H. Fuller

Clerk of the County Court within and for the

County and State aforesaid, do certify that the foregoing mortgage from Hart Gibson Foster
to Robert N. Hays was this day produced to me in my office by the parties.

and on the same day said instrument was ordered to record. Wherefore
the same and this my certificate have been duly recorded in my office.

Given under my hand this 13th day of March, 1920

E. H. Fuller
Clerk of the Fayette County Court.
By W. M. [Signature] D.C.



THIS MORTGAGE, Made this 11th day of March 19 30 , between

Hart Gibson Foster, unmarried,
Harrison G. Foster, unmarried,
Dunster Foster Pettit and
William Pettit, her husband,

parties of the first part, and ~~the~~

Robert H. Hays, of
~~SECURITY TRUST COMPANY~~ Lexington, Kentucky,

~~incorporated under the laws of the State of Kentucky~~ party of the second part.

WITNESSETH, That for and in consideration of one dollar, cash in hand paid by second party to first parties, the receipt of which is hereby acknowledged by said first parties, and in further consideration of the loan of Six Hundred and no/100----- Dollars (\$ 600.00) this day made by second part to first parties, which is evidenced by the promissory negotiable note of said first parties bearing even date herewith, and described as follows:

Said note being due and payable thirty days after date and bearing interest at the rate of six per cent. per annum from date until paid, said interest being due and payable semi- annually on the 11th day of September and March in each year, ~~attached to said note~~ the Security Trust Co., and being negotiable and payable at the office of ~~the Security Trust Co.~~ in the City of Lexington, Kentucky, and it being distinctly understood that if any one of said notes, or any installment of interest due thereon, shall remain due and unpaid for a period of thirty days after its maturity, then the whole of the debt secured by this mortgage shall immediately become due and payable at the option of the second party, and the payment thereof may be enforced by the foreclosure of the mortgage and the sale of the property.

NOW, in order to secure the payment of said debt, the parties of the first part have bargained and sold, and do hereby give, grant and convey unto the party of the second part, his heirs, ~~and assigns forever~~ all of their right, title and interest in ~~the following described property situated in~~ near the City of Lexington County of Fayette

and State of Kentucky, viz:
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 deg. 12' W 496 feet, S 42 deg. 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 deg. 12' W 276 feet, corner to Blackwell in H. P. Headley's line; thence with Headley's line N 57 deg. 51' W 2524 feet, a corner to Headley; thence with Headley's line N 43 deg. .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 deg. 51' _ 1937.7 feet to a new corner in the Gibson Heirs and Duncan land; thence N 47 deg. 12' E 400 feet to a new corner in the Gibson Heirs and Duncan land; thence S 40 deg. 46' E 141.5 feet to the beginning and containing 30 acres, being the same property acquired in part by the parties of the first part and Addison G. Foster from Lily D. Duncan et al by a deed of partition dated March 7, 1928 of record in Deed Book 252, page 78, Fayette County Court Clerk's office and further acquired according to the derivation of title as set forth in said deed.

Together with all the rights, privileges and appurtenances thereunto belonging, or in anywise appertaining thereto.

TO HAVE AND TO HOLD said property unto the party of the second part and ~~his heirs~~ and assigns forever. And said first parties hereby release all right, title and interest in and to said property, including dower, homestead, and all other exemptions, and covenant to WARRANT GENERALLY the property hereby conveyed, **except for a certain mortgage in favor of the Kentucky Joint Stock Land Bank of Lexington of record in M.B. 222, page 29, and a mortgage in favor of F.H. Engleken of record in M.B. 221, page 41 in said clerk's office.**

~~First parties further agree to accept the sum of \$1000.00 as the amount of the loan secured by this mortgage and to keep all taxes and other legal charges on said property paid during the continuance of this loan; and upon failure of said first parties to pay said taxes and charges, second party at his option may take out insurance for his own benefit, and may pay said taxes and charges, and all sums so paid by him shall be secured by this mortgage, and bear legal interest until paid.~~

~~to keep all taxes and other legal charges on said property paid during the continuance of this loan; and upon failure of said first parties to pay said taxes and charges, second party at his option may take out insurance for his own benefit, and may pay said taxes and charges, and all sums so paid by him shall be secured by this mortgage, and bear legal interest until paid.~~

It is further agreed that this mortgage shall secure all renewals or extensions of said loan in whole or in part, and no renewal or extension shall be deemed a payment so as to discharge this mortgage. This mortgage shall also secure any additional sum or sums of money advanced or loaned by second party to first part at any time not to exceed in the aggregate the sum of \$. It is also agreed that any installment of interest remaining past due shall bear interest from the date at which it becomes due.

But this is a mortgage given to secure second party in the payment of ~~his~~ aforesaid debt, and any additional loan that may be made under this mortgage as above stipulated, with interest and all charges and expenses to which it may be subjected as aforesaid, and if said first parties, or any one for them shall well and truly discharge said debt and perform all the agreements, covenants and conditions herein contained, then this indenture shall be null and void; otherwise to remain in full force and effect.

Witness the hand of the first parties the day and the year first above written.

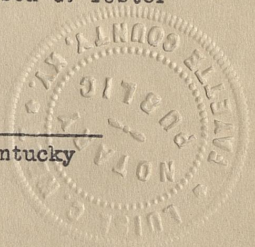
Harrison G. Foster
.....
Hart Gibson Foster
.....
Dunster Foster Pettit
.....
William Pettit
.....

STATE OF KENTUCKY)
COUNTY OF FAYETTE)

I, Luise C. West, a Notary Public within and for the County and State aforesaid, hereby certify that the above and foregoing Mortgage from Hart Gibson Foster et al to Robert H. Hays was on the 12th day of March, 1930 acknowledged by the said Hart Gibson Foster, Dunster Foster Pettit and William Pettit to be their free and voluntary act and deed, and was on the 13th day of March, 1930 acknowledged by the said Harrison G. Foster to be his free and voluntary act and deed.

My commission as Notary Public expires January 13, 1932.
WITNESS my hand and notarial seal this March 13, 1930.

Luise C. West
.....
Notary Public, Fayette County, Kentucky



After 3 days, return to
LUCKY JOINT STOCK LAND BANK,
N. E. Cor. Mill & Short Sts.
LEXINGTON, KY.

Geo. Attervall
Alabama St.
Winchester

Capt. D. W. War
+ disc. Major.

Mr. Hart Gibson Foster
Ingleside, South Broadway
Lexington, Kentucky

