

The FIFTH THIRD UNION TRUST CO.

CAPITAL AND SURPLUS TEN MILLION DOLLARS

DEPARTMENT OF BANKS

HARRY NAGEL VICE PRESIDENT
CHARLES N. EVANS ASS'T CASHIER
W. CARROLL SHANKS ASS'T CASHIER
ALBERT REIK ASS'T CASHIER

CINCINNATI, OHIO

January 19, 1934.

Mr. Joseph D. Harkins,
Prestonsburg,
Kentucky.

My dear Mr. Harkins:-

Your letter of January 14th was duly received.

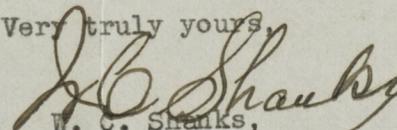
I have gone over the same with our counsel, and after careful consideration and in a desire to assist you and your brother, as well as your mother, in any way we consistently can, we will agree to the following settlement of the notes in question, to wit.

You to pay within the next ten days, the accrued interest to date of payment upon each of the notes, and also a 20% curtailment of the principal thereof. Such payments and all future payments to be credited on the judgement, as we can not satisfy and release this judgement and accept new notes for any balance, without raising serious legal questions. After such payment of accrued interest and 20% of the principal is made, additional payments of 20% and accrued interest are to be made every ninety days until the judgement and interest is fully paid, and at that time we are to satisfy the same of record. Also, if the foregoing is acceptable, you are to settle with our local attorneys at Catlettsburg, Martin and Smith, and send us their receipted bill, at the time such first payment of accrued interest and 20% of principal is made. You are also in this event to recommend that the account of The Bank Josephine with us be continued at least until after full payment of the judgement, and that the amount of such account be increased from time to time in reasonable amounts and following the usual course of business.

Inasmuch as the present notes are merged in the judgement obtained against your brother and mother, our attorneys advise us that such judgement should be paid off in the manner above indicated, which, of course, precludes us from taking any new notes.

Assuring you that we have gone as far as we can, under our attorneys' direction, to meet you in getting this matter amicably adjusted, I am,

Very truly yours,


W. C. Shanks,
Assistant Cashier.