

Digital images
for this container
represent
a sampling
of the
total items

THE
Second National Bank
OF SAINT PAUL.

Deposited for Account of

Wm Gibson Foster

7/17

190

Currency, - -

100 00

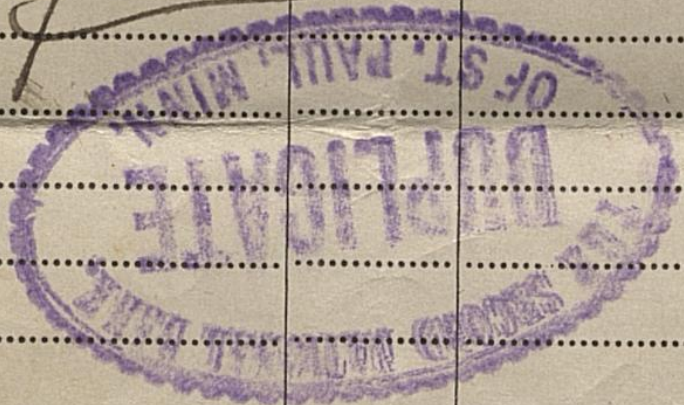
Gold, - -

Silver, - -

Checks, - -

(List Checks singly.)

Duplicate



TOTAL, -

100 00

UNITED STATES DEPOSITARY.

ST. PAUL, MINN. *June, 17,* 190*7* No. *25*

THE SECOND NATIONAL BANK

OF ST. PAUL.

PAY TO
THE ORDER OF

Cash

\$ *8.00*

Three and
no
100

DOLLARS

JUN 17 1907

Harry Gibson Foster

Harrison
Foster
Gas Aggregates
L. F. 577

FOR VALUE RECEIVED, I the undersigned E.LUTHER, hereby assign, set over and transfer unto the B.T.U.Gas Company, a corporation under the laws of the State of Kentucky, but without recourse upon me, and without covenants of title, the following oil and gas leases upon property in Johnson County, Kentucky, and all the right, title, interest, claim and demand that the undersigned has therein and thereto, and of all assignments or transfers of title therein and thereto to the undersigned. Said leases and instruments are as follows:

LESSOR	LESSEE	DATE	ACRES	RECORDED
Herbert Sturgill & wife	C.Buckingham	1-9-1918	60	L.B.12-135
Lettie Sturgill	C.Buckingham	1-9-1918	100	L.B.12-132
Above two leases assigned to the undersigned by unrecorded assignments from Claude Buckingham, dated Jan.27,1919.				
W.F.Green & wife	R.M.Ross	11-26-1917	103	L.B.10-187
Jno.W.Wheeler	R.M.Ross	5-6-1918	35	
Above two leases assigned to the undersigned by unrecorded assignment from R.M.Ross, dated Jan.27,1919.				
Millard Conley &c.	Manuel Salyer	8-29-1918	Undivided 1/3 of 275 acres	

Above lease assigned to the undersigned by unrecorded assignment from Manuel Salyer, dated Jan.27,1919.

J.E.Rice & wife	Hubert L.Wells	3-19-1917	150	L.B.6-370
T.M.Lemaster & wife	Hubert L.Wells	3-21-1917	100	L.B.4-425
Minerva Lemaster &c.	Hubert L.Wells	3-21-1917	50	L.B.4-432
Lou Ann Salyer	Hubert L.Wells	3-26-1917	30	L.B.4-433
Mary Jane Salyer	Hubert L.Wells	3-26-1917	30	L.B.6-368
Joseph F.Salyer	Hubert L.Wells	3-26-1917	100	L.B.4-431

Above six leases were assigned to Wells-Sellers Oil & Gas Co. by assignment from Hubert L.Wells, dated Aug.24,1917, recorded in L.B.11, page 171, Johnson County Records, and by said Wells-Sellers Oil & Gas Co. to the undersigned E.Luther, by an unrecorded assignment dated Feb.11,1919.

Ison Salyer & wife	E,Luther	1-18-1919	247 1/2	L.B.12-153
--------------------	----------	-----------	---------	------------

WITNESS THE SIGNATURE of the undersigned, this the 12th day of February, 1919

(Signed)

E.Luther.

WITNESS

S.Werbel.

FOR VALUE RECEIVED, I the undersigned E.LUTHER, hereby assign, set over and transfer unto the B.T.U. Gas Company, a corporation under the laws of the State of Kentucky, but without recourse upon me, and without covenants of title, the following oil and gas leases upon property in Johnson County, Kentucky, and all the right, title, interest, claim and demand that the undersigned has therein and thereto, and of all assignments or transfers of title therein and thereto to the undersigned. Said leases and instruments are as follows:

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>ACRES</u>	<u>RECORDED</u>
Herbert Sturgill & wife	C. Buckingham	1-9-1918	60	L.B. 12-135
Lettie Sturgill	C. Buckingham	1-9-1918	100	L.B. 12-132
Above two leases assigned to the undersigned by unrecorded assignments from Claude Buckingham, dated Jan. 27, 1919.				
W.F. Green & wife	R.M. Ross	11-26-1917	103	L.B. 10-187
Jno. W. Wheeler	R.M. Ross	5-6-1918	35	
Above two leases assigned to the undersigned by unrecorded assignment from R.M. Ross, dated Jan. 27, 1919.				
Millard Conley &c.	Manuel Salyer	8-29-1918	Undivided 1/3 of 275 acres	

Above lease assigned to the undersigned by unrecorded assignment from Manuel Salyer, dated Jan. 27, 1919.

J.E. Rice & wife	Hubert L. Wells	3-19-1917	150	L.B. 6-370
T.M. Lemaster & wife	Hubert L. Wells	3-21-1917	100	L.B. 4-425
Minerva Lemaster &c.	Hubert L. Wells	3-21-1917	50	L.B. 4-432
Lou Ann Salyer	Hubert L. Wells	3-26-1917	30	L.B. 4-433
Mary Jane Salyer	Hubert L. Wells	3-26-1917	30	L.B. 6-368
Joseph F. Salyer	Hubert L. Wells	3-26-1917	100	L.B. 4-431

Above six leases were assigned to Wells-Sellers Oil & Gas Co. by assignment from Hubert L. Wells, dated Aug. 24, 1917, recorded in L.B. 11, page 171, Johnson County Records, and by said Wells-Sellers Oil & Gas Co. to the undersigned E. Luther, by an unrecorded assignment dated Feb. 11, 1919.

Isom Salyer & wife	E. Luther	1-18-1919	247 1/2	L.B. 12-153
--------------------	-----------	-----------	---------	-------------

WITNESS THE SIGNATURE of the undersigned, this the 12th day of February, 1919

(Signed)

E. Luther.

WITNESS

S. Werbel.

STATE OF ILLINOIS,)
CITY OF CHICAGO,)
COUNTY OF COOK.)

I, John F. Dewar, a Notary Public within and for the state, county and city aforesaid, hereby certify that the foregoing instrument of writing being assignment of leases from E. Luther to the B.T.U. Gas Co., a corporation, was this day produced before me in my said ~~office~~ County by the said E. Luther personally known to me to be the person named in and who executed the foregoing instrument, who thereupon acknowledged the same before me to be her act and deed.

My commission as Notary Public will expire on the 27 day March, 1931

Given under my hand and seal of office, this 14th day of February, 1919.

(SEAL)

(signed)

John F. Dewar
Notary Public, Cook County, Illinois.

STATE OF KENTUCKY,)
) SCT
COUNTY OF JOHNSON.)

I, Frank Chandler, Clerk Johnson County Court, do certify that the foregoing assignment from E. Luther to B.T.U. Gas Company was on the 18th day of Feb'y 1919, lodged in my office for record, and that it, the foregoing and this certificate has been duly recorded.

WITNESS my hand this Feb'y 19, 1919.

(signed)

Frank Chandler Clerk

Lodged for record
Feb'y 18, 1919
Recorded in Lease
Book No. 12 - Page
192.

Paintsville, Kentucky,
October 6, 1921.

Dear Father:-

Enclosed please find the following checks and who they are from to the sum of \$ 900.00. The rest is to come as soon as they can get it together.

Ernest Jayne.....	\$ 100.00
A.C.Williams.....	100.00
W.H.Cox, Jr.....	100.00
C.S.Daniel.....	100.00
N.W.Williams.....	100.00
P.P.Meade.....	100.00
O.M.Williams.....	50.00
Ernest Jayne to S.P.Ross.....	50.00
Noah Sagraves.....	50.00
W.G.Boggs.....	50.00
Irwin Jayne.....	50.00
M.O.McKenzie.....	50.00
	<hr/>
	\$ 900.00

Kindly deposit ~~and~~ at once and send me some of those checks signed so that I can use them to pay the pipe ordered and the Sturgill leases.

Gordon McCoy has been here and I have been through# the field with him. Now it is up to me to get this line in and get the gas to the Gap where they can hook on at the necessary points

I am sorry to hear that you are so down cast in regard to the sale of the house, and hope that you have advertized enough to get the people there to buy. I have not seen it in the papers myself, but that may be because I have been in the field and have not really looked over the papers enough.

Best luck and let me hear from you soon.

Aff.

Harry Foster

Agreement.

WITNESSETH, this day of October, 1921, that Ison Salyer of Flat Gap, Kentucky, party of the first part and the B.T.U. Gas Company, Inc., party of the second part agree to amend the provisions of the lease between the said parties for the sale of gas to Proctor Osborne from Well #1 on the property of the said first party, for this well only for the said Proctor Osborne only with the following provisions;

1st. That in lieu of the \$200.00 to be paid for the sale of gas from any well on the property of the said first party and owing to the small amount of gas to be used by the said Proctor Osborne, the party of the first part agrees to receive 1/8 of the amount of money received by the said second party for the sale of gas to the said Proctor Osborne.

2nd. That this agreement has no bearing on the future sale of gas from the property of the said first party nor does it relieve the said second party from obligations entered into in the lease between the said parties, but is merely an exception in this one case and from this one well.

3rd. That the term of the lease shall be for such time as gas is sold to the said Proctor Osborne.

IN TESTIMONY, the party of the first part and the party of the second part by its treasurer set their hand and seal.

Witnesses.

Agreement.

WITNESSETH, this day of October, 1921, that Isom Salyer of Flat Gap, Kentucky, party of the first part and the B.T.U. Gas Company, Inc., party of the second part agree to amend the provisions of the lease between the said parties for the sale of gas to Proctor Osborne from Well #1 on the property of the said first party, for this well only for the said Proctor Osborne only with the following provisions;

1st. That in lieu of the \$200.00 to be paid for the sale of gas from any well on the property of the said first party and owing to the small amount of gas to be used by the said Proctor Osborne, the party of the first part shall receive 1/8 of the amount of money received by the said second party for the sale of gas to the said Proctor Osborne.

2nd. That this agreement has no bearing on the future sale of gas from the property of the said first party nor does it relieve the said second party from obligations entered into in the lease between the said parties, but is merely an exception in this one case and from this one well.

3rd. That the term of the lease shall be for such time as gas is sold to the said Proctor Osborne.

IN TESTIMONY, the party of the first part and the party of the second part by its treasurer set their hand and seal.

Witnesses.

\$ 100.00
Feb. 1, 1916,

Seattle, Wash.,

19

after date, without grace we
James Thomas

promise

to pay to the order of

.....One Hundred.....

Dollars

in Gold Coin of the United States of America, of the present standard value, with interest thereon,
in like Gold Coin, at the rate of 8 per cent, per annum from maturity
until paid, for value received. Interest to be paid and if not so paid,
the whole sum of both principal and interest to become immediately due and collectible, at the option of the
holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof
we promise and agree to pay, in addition to the costs and
disbursements provided by statute a reasonable sum of Dollars
in like Gold Coin, for Attorney's fees in said suit or action.

Due Feb. 1, 1916,

At Tacoma, Wash.

No. 6.



Wm. A. Curran
Wm. A. Curran

James Thomas

pay to the order of
Hart G. Foster

\$ 100.00

Seattle, Wash.,

19

January 1, 1916,

after date, without grace

we

promise

to pay to the order of

James Thomas

..... One Hundred

Dollars

in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of 8 per cent, per annum from maturity until paid, for value received. Interest to be paid and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof

we

promise and agree to pay, in addition to the costs and

disbursements provided by statute

a reasonable sum of

Dollars

in like Gold Coin, for Attorney's fees in said suit or action.

Due Jan. 1, 1916,

At Tacoma, Wash

No. 5.



Miss A. Curran

James Thomas
Pay to the order
of Hart S Foster

\$ 100

Seattle, Wash.,

19

Dec. 1, 1915,

after date, without grace

we

promise

to pay to the order of

James Thomas

One Hundred

Dollars

in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of 8 per cent, per annum from maturity until paid, for value received. Interest to be paid and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof we promise and agree to pay, in addition to the costs and disbursements provided by statute a reasonable sum of Dollars in like Gold Coin, for Attorney's fees in said suit or action.

Due Dec. 1, 1915,
At Tacoma, Wash

No. 4.



Wm. A. ...
Trust ...

James Thomas
By the Order
of Hunt & Foster

\$ 100.00
Nov. 1, 1915,

Seattle, Wash., Aug.

1915

after date, without grace

we

promise

to pay to the order of **James Thomas**

One Hundred.....

Dollars

in Gold Coin of the United States of America, of the present standard value, with interest thereon,
in like Gold Coin, at the rate of 8 per cent, per annum from maturity
until paid, for value received. Interest to be paid..... and if not so paid,
the whole sum of both principal and interest to become immediately due and collectible, at the option of the
holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof

we

promise and agree to pay, in addition to the costs and
a reasonable sum of

Dollars

disbursements provided by statute
in like Gold Coin, for Attorney's fees in said suit or action.

Due Nov. 1, 1915,

At Tacoma, Wash.

No. 3.



Handwritten signatures: W. A. ... and Tom ...

Pay to the order of
H. G. Foster

James Thomas

OFFICERS

CHESTER D. ADAMS, President
R. D. NORWOOD, Vice President
CHAS. Y. BEAN, Secretary
JAMES J. O'BRIEN, Treasurer
ERLE M. McGUFFEY, Attorney

PHONE ASHLAND 944

Estate Building & Loan Association

Incorporated

DIRECTORS

CHESTER D. ADAMS
R. D. NORWOOD
MORRIS L. LEVY
R. M. STARK
HART G. FOSTER
JAMES J. O'BRIEN
DAVID P. EASTIN
ERLE M. McGUFFEY
CHAS. Y. BEAN
DR. R. M. ARMSTRONG
GEO. HOSKINS

CHEAPSIDE AND SHORT STREET

Lexington, Kentucky

June 29, 1932

TO OUR MEMBERS:

Since this organization is a mutual institution, owned and controlled by its members, things that benefit the institution as a whole, of course, benefit you directly as a member.

During the present times when so many businesses are having financial difficulties, Building and Loan investments stand out head and shoulders above the rest as an island of safety, and we thought you would be very much interested in having a summarized story of good talking points for your Building and Loan Association. If by spreading this information among your friends, you can interest more of them in becoming members with you, your Association can do more than ever in helping bring this community back toward prosperity.

Can you think of any other investment that was 99.8% as good at the end of 1931 as it was at the beginning of 1931? Building and Loan was!

This means that all over the country, that in all Building and Loan Associations, large or small, there was a 99.8% degree of safety. Because of the long time investment policies - in real estate mortgages, some Associations do not have as much liquid capital available as they might, but even at the depreciated values of present-day real estate, your Building and Loan stock is worth 100% on the dollar.

Just compare this with other investments, and then see if you do not believe it will be doing your friends a genuine kindness to advise them to put their money in your Building and Loan Association.

America was established on the foundation of free homes. The Government of the United States is built upon the solid rock of home ownership. Even when governments have crumbled through revolution and reorganization, homes have continued to exist. The hand of organized government has always reached out to steady and protect the obligations which rest upon property rights and upon the sanctity of contracts.

A recently published statistical report shows the following facts:

RAILROAD STOCKS: The market value of the stock of twenty leading American railroads depreciated from an average high of \$133.00 three years ago to an average low on May 7, 1932, of \$20.50 per share. An average principal loss of \$112.50 per share.

PUBLIC UTILITY STOCKS: The stocks of twenty leading public utility corporations of America representing the strongest and best of the utility group, shrank from an average high of \$223.80 three years ago to an average low on May 7, 1932, of \$80.20 per share. An average principal loss of \$143.60 per share.

INDUSTRIAL CORPORATION STOCKS: The stocks of fifty outstanding industrial corporations of America shrank from an average high of \$224.00 per share three years ago to an average low of \$46.50 per share on May 7, 1932. An average principal loss of \$177.50 per share.

BONDS OF FOREIGN GOVERNMENTS: During the past two or three years, millions of dollars in bonds of foreign governments confidently delieved to be unquestionable A-1 investments at the time these bonds were sold at par, have depreciated in value from fifty to eighty per cent. A great majority of these bonds are still paying interest, but there has been a tremendous depreciation in principal values representing an average principal loss of \$20.00 to \$80.00 per \$100.00 investment.

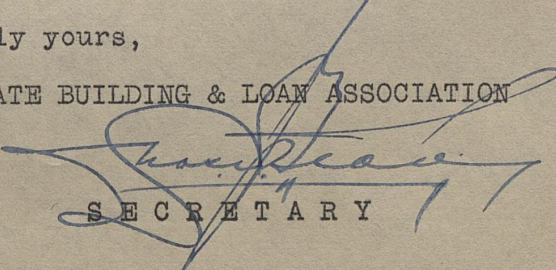
INDUSTRIAL BONDS: During the past three to five years large volumes of industrial bonds issued by the outstanding business corporations of America were sold on an interest basis averaging from five to seven per cent. A great majority of these bonds were sold to the consuming public substantially on a par basis. In most cases the interest on these bonds is being paid, but there has been a tremendous principal depreciation in these industrial bonds, which are today an average principal loss of \$20.00 to \$40.00 per \$100.00 investment on good industrial bonds.

MUNICIPAL BONDS: Municipal bonds issued by states, counties, cities and school municipal units, which were sold on a par basis during the past three to five years, are today selling on a substantial discount basis. Good municipal bonds, which sold at par three years ago, can now be bought on a basis of 85 to 90 cents on the dollar. Investors in this class of municipal bonds have accepted a principal loss of \$10.00 to \$15.00 per \$100.00 investment.

It is a mighty comfortable feeling then, isn't it, to know that your money invested in Building and Loan stands out above all others in place of unquestionable safety? The next time you hear a friend say he doesn't know where to put his money, tell him of these facts, ask him to come down and talk with us in the office, and then let him make his decision himself.

Sincerely yours,

ESTATE BUILDING & LOAN ASSOCIATION


SECRETARY

ELLIOTT & ELLIOTT
Attorneys at Law

SUITE 804 TRUST COMPANY BUILDING
LEXINGTON, KENTUCKY



95 188
93 372
Garfield
70 366

Abel
Kaplan

5975N
Case 96.33
7.5

316
443
Sunday

47475
90000
4748
2952
75

Hart G. Foster
1107 16th Street N. W.
Washington, D.C.

16 North Street

00001

H.B.
Mr. Burling
2304 40th St
apt 4 W 4847

66-656 PC.
Carpale.
Edwin S Rowzee.
3051 2d Ave.

Des + Nichols
3016

W.E. Ho
4002 47th St
Rm 587
Mrs Taylor
Rm 5466

Wallace H Taylor
4018 47th St NW

Walter Taylor
4110 12th St
D.C.

Blenda Mann
a year possibly Sunday
no price from...

120 452 DE

130 452
84 012

\$600.00

Lexington, Ky., March 11th, 1930

Thirty days

after date we promise to pay to the

order of ~~SECURITY TRUST COMPANY, LEXINGTON, KENTUCKY~~ Robert H. Hays,

Six Hundred and no/100----- DOLLARS

With interest at the rate of six per cent per annum from date until paid, payable semi-annually, as per coupons hereto attached, without defalcation, for value received, negotiable and payable at the office of SECURITY TRUST COMPANY, LEXINGTON, KY. The payers and endorsers of this note waive presentation, protest and notice of dishonor.

This note is secured by mortgage dated this date and is part of the consideration mentioned in said mortgage.

It is agreed that all matured installments shall bear interest until paid, and that upon failure to pay any installment of interest when due for a period of thirty days, the holder hereof may elect to consider all the principal notes due with all arrears of interest forthwith, and the same may be collected at once, at the option of said holder.

Loan, \$.....

Property

Insurance, \$.....

Davidson Foster
Harlan Foster
Charles Foster Pettit

For value received, I hereby assign
and transfer the within note to
William Pettit, but without recourse
on me in any event. This March 17-1930.

Robert H. Hays

\$ 600⁰⁰.....

Lexington, Ky. October 15,.....1929..

after date..... promise to pay to the order of

Wm. Pette

Six hundred..... DOLLARS

with interest at the rate of..... per cent. per annum from..... until paid, payable semi-annually, without defalcation, for value received, negotiable and payable at the office of

SECURITY TRUST COMPANY OF LEXINGTON, KENTUCKY.

The payers and endorsers of this

note waive presentation, protest and notice of dishonor. This is..... note..... of even date mentioned in a..... of this date, from..... to.....

This note is secured by a lien retained in said instrument, and is a part of the consideration mentioned therein. IT IS AGREED that all matured interest installments shall bear interest until paid, and that upon failure to pay any installment of interest when due for a period of thirty days, the holder hereof may elect to consider all the principal notes due with all arrears of interest forthwith, and the same may be collected at once at the option of said holder.

Harold Foster

Loan, \$ 600⁰⁰.....

Property

Insurance, \$.....

Form No. 2

60

\$3000⁰⁰

P. O. Address Ingelside

Lexington, Ky. July 24th 1928

ONE HUNDRED AND TWENTY DAYS

after date we or either of us promise to pay

to the order of **PHOENIX NATIONAL BANK & TRUST CO.** of Lexington, Ky.

EXACTLY THREE THOUSAND DOLLARS NO CENTS

PAID BY RENEWAL

DOLLARS

DEC 8 - 1928

with interest at the rate of six per cent, per annum from maturity

until paid, without

defalcation, for value received, negotiable and payable at the

**Phoenix Nat'l Bank & Trust Co.,
LEXINGTON, KY.**

PHOENIX NATIONAL BANK AND TRUST CO., Lexington, Kentucky

The makers and endorsers of this note and all parties hereto waive presentment thereof for payment, notice of non-payment, protest and notice of protest and dishonor, and diligence in bringing suit against any and all parties hereto, including makers and endorsers, and all defenses to the payment thereof, and we guarantee the payment thereof in the hands of bona fide holders.

No. 112714

Marrison Foster

Due Nov. 21 - 1928

Ro 11/28-28

Harb. Foster

109460

Addison G. Foster

Elizabeth Duster Duncan Foster, Recd.

PAYMENTS on PRINCIPAL BALANCE DUE

11-21- 1928	\$ 1000	\$ 2000
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$
192	\$	\$

11-21-1928

Washington, D.C. 10 Dec 1953 No. 637

(D)

The Riggs National Bank

15-3
511

DUPONT CIRCLE BRANCH
1913 MASSACHUSETTS AVENUE

Pay
to the
order of

Tryon Fed Savings & Loan Assn \$ 40.⁰⁰

Forty and 00/100

Dollars

Har. G. Foster
Special Account

STYLE 17-D

YOUNG & SELDEN CO. BALTO

ANY BANK, BANKER OR TRUST CO.
PRIOR ENDORSEMENTS GUARANTEED

DEC 11 1953
DEC 10 1953

PAY TO THE ORDER OF

FEDERAL RESERVE BANK, BANKER OR TRUST CO.
PRIOR ENDORSEMENTS GUARANTEED
RICHMOND

03-3 66-20

DEC 11 1953

TRYON BANK & TRUST COMPANY

66-866 TRYON, N. C.
JAMES R. GIBSON, Cashier

FOR DEPOSIT ONLY IN
TRYON BANK & TRUST CO.
FOR THE ACCOUNT OF
Tryon Federal Savings & Loan
V. L. BERRY, Treasurer

13147 Ad 10

\$ 50⁰⁰

John M. Smith

Lexington, Ky.,

Aug 6

1934

after date, we or either of us, promise to pay to the order of the Second National Bank of Lexington, Ky., for value received

Fifty

Dollars

100

negotiable and payable at the Second National Bank of Lexington, Ky., with interest at the rate of per cent. per annum from date until paid.

The makers and endorsers severally waive presentment for payment, protest, and notice of non-payment of this note, and all defenses on the grounds of any extension of time of payment, or renewal thereof, granted to the makers, sureties, endorsers, or either of them, and if this paper is protested, we, whose names are on it, agree that notice deposited in the Postoffice, at Lexington, Ky., addressed to us will be sufficient.

Address Box 445 Lexington, Ky.

No.

Due Nov-6-34



Handwritten signatures and initials, including 'Hans' and 'Foster'.

\$ 4000⁰⁰ 60⁰⁰ B Lexington, Ky., June 15 1929

90 Days

after date we or either of us promise to pay to the order of

Guaranty Bank & Trust Company, Lexington, Ky.,

Four thousand DOLLARS

with interest at the rate of 6 per cent. per annum from mat until paid, without defalcation, for value received, negotiable and payable at the Guaranty Bank and Trust Company, Lexington, Ky.

The makers and endorsers of this note and all other parties hereto waive presentment thereof for payment, notice of non-payment, protest and notice of protest and dishonor, and diligence in bringing suit against any and all parties hereto, including makers and endorsers, and all defenses to the payment thereon, and guarantee the payment thereof in the hands of bona fide holders.

In addition to the endorsements hereon, if any, this note is secured by:

Harrison Foster
Har B Foster
Addison G Foster
Deuster Foster Peritt

No. _____
Due Sept 13-1929
Address Inghiside

56818

GUARANTY BANK & TRUST CO.

BY

[Handwritten signature]
cash

2018

WARD BOND
MADE IN U.S.A.

\$ 205.00

Washington, D.C. January 13, 1941 19

Due April 14, 1941

Ninety days after date We jointly and severally promise

to pay to The Riggs National Bank or order

Amount 205⁰⁰

Two hundred five and no/100 ***** Dollars

Interest 3¹¹

with interest at the rate of 6 per cent per annum until paid
at The Riggs National Bank of Washington, D.C. for value received

Total 208¹¹

DUPONT CIRCLE BRANCH, 1913 MASSACHUSETTS AVENUE, N. W.

No. 6478

D

R-O
CTJR

Florence Jones Foster & Hart G. Foster

Address 1107-16th St NW.

Florence Jones Foster & Hart G. Foster Washington D.C.

0342 91da

APR 21 1941

2nd

311

The Riggs National Bank
DUPOINT CIRCLE BRANCH
PAID
APR 24 1941
BY RENEWAL
of Washington, D. C.

\$ 25.00

Washington, D.C. February 12 19 41

Due June 7

115 days after date

promise

to pay to At Stone

or order

Amount

Twenty-five ⁰⁰/₁₀₀

Dollars

Interest

with interest at the rate of ___ per cent per annum until paid
at The Riggs National Bank of Washington, D.C. for value received

Total

DUPONT CIRCLE BRANCH, 1913 MASSACHUSETTS AVENUE, N. W.



Har. S. Fost

No.

Address 1107-16 St. N.W.

COOPERATIVE EXTENSION WORK
IN
AGRICULTURE AND HOME ECONOMICS
STATE OF KENTUCKY

UNIVERSITY OF KENTUCKY
COLLEGE OF AGRICULTURE AND
UNITED STATES DEPARTMENT OF
AGRICULTURE, COOPERATING

EXTENSION SERVICE

Lexington, Ky
Sept. 21, 1934

TO WHOM IT MAY CONCERN:

This is to certify that the Fayette County Tobacco Production Control Association is indebted to Hart G. Foster to the amount of sixty-three dollars and fifty cents (\$63.50).

Ernest B. Hillenmyer

Yours truly,

ERNEST B. HILLENMYER
PRESIDENT, FAYETTE
PROD. CONTROL ASS'N.

S. J. Stokes
S. J. STOKES,
TREAS.

*I do hereby request this amt. be paid to
the Citizens Bank + Trust Co.
Hart G. Foster*

*This request will be complied with
S. J. Stokes, Treas.*

\$ 230⁰⁰/₁₀₀

345

Lexington, Ky., Oct 8th 1932

Ninety Days

after date we or either of us promise to pay to the order of

Citizens Bank & Trust Company, Lexington, Ky.

CITIZENS BANK & TRUST CO. \$230.00

DOLLARS

with interest at the rate of six per cent. per annum from Maturity until paid, without defalcation, for value received, negotiable and payable at the **Citizens Bank & Trust Co., Lexington, Ky.**

The makers and endorsers of this note and all other parties hereto waive presentment thereof for payment, notice of non-payment, protest and notice of protest and dishonor, and diligence in bringing suit against any and all parties hereto, including makers and endorsers, and all defenses to the payment thereon, and guarantee the payment thereof in the hands of bonafide holders.

In addition to the endorsements hereto, if any, this note is secured by:

No. _____

5992

Due Jan. 6, 1933

Address Box 445

Harrison Foster
H. S. Foster

LEXINGTON, KY., _____

8-13 1930

Mr. H. M. Foster

IN ACCOUNT WITH

MARSHALL-FEATHERSTON MOTOR CO.

INCORPORATED

HOME OF THE BUICK AND MARQUETTE

PHONES ASHLAND 692-706

OFFICE AND STORAGE ROOM 166-182 N. UPPER ST.

*Apr. 5 Labor on snubbers
Note
Interest to date*

*260
10000
282*

10542

\$3.05

\$ 200.00

P. O. ADDRESS Box # 445

LEXINGTON, KY., October 26th 19 31

Ninety one days after date we or either of us promise to pay

to the order of **FIRST NATIONAL BANK AND TRUST CO.** of Lexington, Ky.

EXACTLY TWO HUNDRED DOLLARS AND NO CENTS BY RENEWAL
JAN 25 1932

DOLLARS

with interest at the rate of six per cent per annum from..... Maturity..... until paid, without defalcation, for value received, negotiable and payable at the **FIRST NATIONAL BANK AND TRUST CO., LEXINGTON, KY.** The makers and endorsers of this note and all parties hereto waive presentment hereof for payment, notice of non-payment, protest and notice of protest and dishonor, and diligence in bringing suit against any one or more of the makers and endorsers, and all defenses to the payment thereof, andwe..... guarantee the payment thereof in the hands of bona fide holders.

No. **140593**

DUE January 25th, 1932

138521 - \$ 225.00

PAID
THROUGH RENEWAL
ERROR
OCT 26 1931
F. A. Gough
FIRST NATIONAL BANK & TRUST CO.
LEXINGTON, KY.

Har. G. Foster
Henry J. Duvessa
Reel...

152
138

290

1850 1850 1850 1850 1850

1850

Notes
Pd 1931
34 etc
T-S E 77

FAYETTE CIRCUIT COURT

Hart Gibson, et al.,

Plaintiffs

Vs:

Statement of Costs, Commissions, Fees,
and of Mortgage Indebtedness to Fidelity
& Columbia Trust Co., and interest on
new loan of \$20,000 to Sept. 1, 1916,
and expenses in connection therewith

Duncan Gibson, et al.,

Defendants

Court Costs

J. H. Carter, Clerk's fees,	\$39.10	
J. C. Rogers, " "	2.90	
T. C. Bradley, Sheriff's fees,	1.80	
J. P. Johnston, taxed attorney's fee & tax	5.50	
J. P. Johnston, fees paid County Clerk for copies of deeds,	2.50	
Lexington Leader Co., Advertising,	43.95	
Lexington Herald Co., Advertising,	24.00	
The Horse Review Company, Advertising,	17.50	
Horse Breeder Publishing Co., Advertising,	17.20	
R. J. Colbert, Master Commissioner:		
Fee for appraisalment,	\$3.00	
Fee for sale,	25.00	
Stamps for sale bonds,	2.00	
Commission,	214.50	
Fee for deed,	1.50	
Stamps for deed,	59.50	
Fees of County Clerk for release of lien,	.25	
		<u>305.75</u>
		460.20

Credit in part payment of costs,
paid by Duncan Gibson on date of
sale, to Master Commissioner of
Fayette Circuit Court, as part of
purchase price,

200.00
260.20

Balance of Court costs

\$260.20

Other Costs

Theo. Lewis, County Clerk, for recording Mortgage, (for loan of \$20,000)	2.75	
Theo. Lewis, County Clerk, for recording Power of Attorney to release old mortgage	1.25	
Theo. Lewis, fee for releasing old mort- gage under power of attorney,	.25	
Revenue stamp on said power of attorney	.25	4.50
Agreed Attorney's fee,	1500.00	
Trip to Louisville, Mch. 29, to arrange for mortgage,	25.00	
Expenses of trip,	7.35	
Telephone calls to Trust Company at Louisville, and telegrams to Gibson heirs,	9.88	
Examining title and preparing new mortgage for new loan,	50.00	1592.23

MORTGAGE INDEBTEDNESS

Old Mortgage Debt,	16500.00	
Interest thereon from Nov. 29, 1915 to June 6, 1916,	514.25	
Interest on new loan of \$20,000 paid in advance from June 6, 1916 to Sept. 1, 1916	280.00	<u>17294.25</u>

Brought forward,	\$19,151.18
Fee charged by Trust Company for appraisement of property for new loan of \$20,000	15.00
Total	<u>\$19,166.18</u>
Amount of new Mortgage,	\$20,000.00
Total of old mortgage debt and interest, costs and expenses of suit for foreclosure of mortgage and sale of property for division, and all other expenses,	19,166.18
Balance -----	<u>\$ 833.82</u>

The balance of Court costs, as shown on page 1 of this statement, to-wit, \$260.20, was paid by me to the Master Commissioner of the Fayette Circuit Court, out of the sum of \$2690.75 forwarded to me by the Trust Company, as the net difference between the old loan and interest and interest in advance on the new loan, and the total amount of all costs, fees, expenses, and mortgage debt and interest as hereinbefore set out. I enclose herein a copy of the statement of such costs and the receipt for the payment of said balance by me to said Commissioner,

I also paid to Theo. Lewis, \$4.50, for his costs above set forth, for recording mortgage, power of attorney and making release, and stamp for power of attorney.

I also enclose a copy of the letter of the Trust Company to me, showing the calculation of the old mortgage debt and interest and amount due thereon and the interest paid in advance on the new loan from June 6th, 1916 to September 1st, 1916. You will note in this letter they have enclosed check for \$2090.75; they had previously sent me a check for \$600.00, making a total of \$2690.75 sent me, as the difference between the new loan of \$20,000 and the total amount of the old mortgage debt and interest and also said interest on new loan and all the costs and expenses of the litigation, exclusive of my fees.

This difference of \$833.82 between the total amount of old mortgage and interest, costs and expenses, etc., and the new loan, you directed me to turn over to either Lily Duncan or Duncan Gibson, and I have this day given them a check for said amount, to-wit, \$833.82.

RECAPITULATION.

Amount of new mortgage Loan	\$20,000.00
Total of old debt and interest and costs and expenses and interest on new loan to Sept. 1, 1916,	19,166.18
	<u>833.82</u>

The foregoing statement shows disposition of the entire amount of the new loan, and the purposes for which it was applied and used, and that the whole thereof has been accounted for and expended as above set out.

The foregoing statement is a revised and corrected statement of the costs, commissions, fees, etc., above set out. The statement heretofore furnished you was only an approximate estimate of all the matters included in this one. The previous approximate statement of the estimated costs and expenses should be destroyed by you so as not to create any confusion or mis-

understanding in the different items thereof in the future. I advise this because many of the items in this statement are different in amount from those contained in the previous statement furnished. You will note in the previous statement, J. H. Carter, Clerk's fees, were fixed at \$32.35; in the present statement, they are \$39.10 - this increase is due to the entry of all orders in the above action subsequent to the making of the first statement. You will further note that in the old statement the commissioner's costs, fees and expenses were fixed at \$363.00; in the present statement they amount to \$214.50. This reduction or difference is due to the fact that he was claiming commissions on the total amount of the purchase price which I did not think he was entitled to, and afterwards succeeded in having them reduced to \$214.50. In the present statement the item of telephone calls and telegrams is increased from \$7.35 (as set out in the old statement) to \$9.88 - this was due to subsequent telegrams sent to the various heirs relating to the execution of the new mortgage.

There were twenty mortgage notes of \$1000 each, executed by the parties in evidence of the new loan of \$20,000.00; these required revenue stamps at the rate of twenty cents per thousand, or a total of \$4.00. These stamps Mr. Duncan Gibson purchased and paid for himself and furnished me to stamp said notes.

Statement of amount of liability of Hart Gibson to his brothers and sisters on Mortgage Indebtedness and costs of action.

The plaintiff, Hart Gibson, owed \$6150.00 of the mortgage indebtedness with interest of six per cent from November 29, 1915, to June 6, 1916 (date of new loan) which amounts in the aggregate to	\$6341.68
He was also liable for one tenth of the entire costs of the action (not including any part of the attorney's fees or expenses of the new loan, as he had his own counsel employed and the new loan was not for his benefit, his one tenth of the costs being	46.02
Total liability of Hart Gibson	<u>\$6387.70</u>
His one tenth part of the purchase price of the property was	5901.00
Difference between amount of his liability and his proportionate part of proceeds of sale,	<u>\$ 486.70</u>

You will therefore note that his interest in the property did not sell for a sufficient amount to discharge his part of the mortgage indebtedness and costs and he is, therefore indebted to the other joint owners in the sum of \$486.70.

As above stated, the amount of the judgment mortgage debt and interest, and interest on new loan to Sept. 1, 1916, was \$17,294.25. The difference between this last amount and the new mortgage loan of \$20,000 is \$2705.75; there was deducted by the Trust Company as an appraisal fee from this amount of \$2705.75, \$15.00 leaving the net balance of the difference between the judgment mortgage debt and interest and interest on new loan, \$2690.75, for which the Trust Company sent me two checks, one for \$2090.75 and one for \$600.00, making a total of \$2690.75.

I merely add this last paragraph to make the foregoing statement more definite.

Respectfully submitted,

Jess B. Pitts

Ally

Louisville, Ky., June 20, 1916.

Jos. S. Botts, Esq.,
Attorney at Law,
Security Trust Bldg.,
Lexington, Ky.

Dear Mr. Botts:

Yours of the 19th received enclosing the notes for \$20,000 properly signed by the Gibson heirs, also the mortgage which we are returning to you for record. We are pleased to enclose our check for \$2,090.75.

Your calculation of interest we have corrected and have also deducted an appraisement fee of \$15.00 due our company. The correct figures are as follows:-

Judgment	\$16 500.00	New Loan	\$20 000.00
Int. from Nov 29/15 to June 6/16	514.25		
Int. on new loan of \$20,000 from June 6/16 to Sep 1/16	<u>280.00</u>		
	17 294.25		<u>17 294.25</u>
Difference between Judgment debt and interest and interest on new loan to Sep 1/16			2 705.75
Credit by check sent			<u>600.00</u>
Balance due on new loan			2 105.75
Less appraisement fee			<u>15.00</u>
Net Balance			<u>2 090.75</u>

We also enclose you the order which I have signed, the blanks to be filled in by you. We enclose power of attorney authorizing you to release old mortgage. I do not think it necessary to acknowledge satisfaction of the judgment further than is done in the order which I have signed, as you will note that this order acknowledges satisfaction of the judgment.

Very truly yours,

Arthur Peter,
Trust Counsel

Hart Gibson, etc.,

Vs:

STATEMENT OF COSTS

Duncan Gibson, etc.

J. H. Carter, Clerk's fees,	\$39.10
J. C. Rogers, " "	2.90
T. C. Bradley, Sheriff's fees,	1.80
J. P. Johnston, taxes attorney's fee and tax,	5.50
J. P. Johnston, Fees paid County Clerk for copies of deeds,	2.50
Lexington Leader Company, Advertising,	43.95
Lexington Herald Company, Advertising,	24.00
The Horse Review Company, Advertising,	17.50
Horse Breeder Publishing Co., Advertising,	17.20

R. J. Colbert, Master Commissioner:

Fee for appraisement,	\$3.00	
Fee for sale,	25.00	
Stamps for sale bonds,	2.00	
Commission,	214.50	
Fee for deed,	1.50	
Stamps for deed,	59.50	
Fees of County Clerk for release of lien,	.25	<u>305.75</u>
Total		<u>\$460.20</u>

1916

May 17, By cash	<u>200.00</u>
	<u>260.20</u>

Received this the 21st day of June, 1916, of the defendants, Duncan Gibson, Lilly Duncan, Elizabeth D. G. Foster, Mary D. Gibson and Louisiana B. H. G. von Engelken, through their attorney of record, J. S. Botts, \$260.20, in full payment of the balance of all the costs in the above styled action.

R. J. Colbert,
Master Commissioner of the Fayette Circuit Court

New Suits Filed

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Hart Gibson et al. vs. Hart G. Foster et al., for construction of will of the late Harrison G. Foster, for judgment that certain real estate should descend to heirs-at-law and for judgment of \$779.28 and interest against Hart Gibson Foster.

Sherley Miller vs. Virgil Miller, for divorce on ground of abandonment.

JAMES NATHAN ELLIOTT
NATHAN ELLIOTT, JR.

ELLIOTT & ELLIOTT
Attorneys at Law
SUITE 804 TRUST COMPANY BUILDING
LEXINGTON, KENTUCKY

June 10, 1940

Mr. Hart G. Foster
Washington, D. C.

In Re: Hart Gibson and Mary Duncan Gibson-Gibson
vs. Hart G. Foster, Addison Foster, Mrs. Dunster
F. Pettit, in her own right and as administratrix
with the will annex of Harrison G. Foster, deceased,
and her husband, William Pettit, #25397

Dear Sir:

I have been appointed warning order attorney by the clerk of the Fayette Circuit Court in the above styled action pending in the Fayette Circuit Court at Lexington, Kentucky, to notify you of the nature and pendency of this action in which you are named a party defendant. This is a suit on a note dated October 31, 1930, signed by you, due six months after date bearing interest at 6% from December 30, 1927 until paid, and in the principal sum of \$779.28. In this note Lilly D. Duncan is named as payee. Said note is now in the hands of Hart Gibson and Mary Duncan Gibson-Gibson.

When the said Harrison G. Foster died, he left a will, which, of course, you are familiar with, in which supposedly he left all his property to your sister Dunster Foster Pettit. At the time of his death, he was the owner of many lots in the Golf View Addition to the City of Lexington. The plaintiffs in this suit are asking a construction of your father's will claiming that said will doesn't devise the real estate he owned at his death, and that he died intestate as to said real estate, and that you share equally in it with your sister and brother. The total amount sued for herein, being the principal and interest on said note, equals \$1360.75.

You must within 60 days from June 6, 1940 file answer or make defense to the petition, if you desire to do so, and you are at liberty to employ an attorney to represent you in this cause. If I can furnish you further information, I shall be glad to do so.

Very truly yours,

Nathan Elliott, Jr.
Nathan Elliott, Jr.

NE/ML