

After 5 Days Return to  
W. B. Respass & Co., Agents  
501-2-3 Guaranty Bank & Trust Co. Bldg.,  
Lexington, Kentucky  
NIAGARA FIRE INSURANCE CO.  
NEW YORK

Deed to Englishsch.  
+  
Release of Mortgage

Lexington, Ky.,  
October 4th, 1930.

THIS CONTRACT made and entered into by and between Harrison G. Foster, Addison G. Foster and his wife, Sara Thomas Foster, Hart G. Foster, Dunster Foster Pettit and her husband, William Pettit, parties of the first part and W. C. Lawwill and R. D. Norwood, parties of the second part, Witnesseth:

That the parties of the first part do hereby agree to deed and convey to the parties of the second part the property known as Ingleside, situated near the city limits of Lexington, Ky. and consisting of 5.04 acres of land, containing thereon the main residence and a brick, servant's cottage.

The said conveyance is to be made by said first parties to said second parties and this Contract is entered into upon the following terms and conditions:

(1) The parties of the second part agree to accept the said property subject to the mortgage thereon, held by the Louisville Title Company and agree to devote their best efforts toward securing a purchaser for said property at private sale until May 1st., 1931. Should a sale of said property not be made at a price satisfactory to first parties prior to May 1st., 1931, then the said second parties agree to immediately thereafter launch an aggressive campaign to sell the said property at public auction, the terms of which are to be agreed upon by Harrison G. Foster for first parties, and by second parties.

(2) The said first parties agree to pay to said second parties the regular rate of commissions, prescribed by the Lexington Real Estate Board, based upon the actual sale price of said property, said commission being payable when deed to said property is executed to the purchaser by the said second parties.

(3) Said first parties also agree to pay the actual cost of advertising said property for sale, either at private or public sale, and also agree to pay the Auctioneer's fee, if same is sold at public auction.

(4) The said first parties further agree at their own expense to keep said property insured during the term of this Contract and to pay any and all taxes becoming due within said period.

(5) It is expressly understood and agreed that when said property is sold that there shall first be deducted from the proceeds of said sale the said mortgage debt to the Louisville Title Company, the said commission to said second parties, the said cost of advertising and the said auctioneer's fee, if any, and the entire remainder of the said proceeds shall then be paid over to said first parties.

(6) THIS CONTRACT is made and executed upon the understanding that the Louisville Title Company will defer the collection of the past due payments on their loan until May 1st., 1931.

Harrison G. Foster  
Addison G. Foster  
Sara Thomas Foster  
Hart G. Foster

Dunster Foster Pettit  
William Pettit  
W. C. Lawwill  
R. D. Norwood

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SCT.

I, Jennie E. Andrew, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing contract between Harrison G. Foster, Et. Al., and W. C. Lawwill and R. D. Norwood was this day produced before me by Addison G. Foster and Sara Thomas Foster and they acknowledged same to be their free and voluntary act and deed, all of which is certified to the proper office for record. My commission expires on the 30<sup>th</sup> day of March, 1931.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14<sup>th</sup> day of October, 1930.



Jennie E. Andrew  
NOTARY PUBLIC, NEW YORK COUNTY, N.Y.

STATE OF KENTUCKY )  
COUNTY OF FAYETTE ) SCT.

I, Frank L. McCarthy, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing contract between Harrison G. Foster, Et Al., and W. C. Lawwill and R. D. Norwood was this day produced before me by Harrison G. Foster, Hart G. Foster, Dunster Foster Pettit, William Pettit, W. C. Lawwill and R. D. Norwood and they acknowledged same to be their free and voluntary act and deed, all of which is certified to the proper office for record. My commission expires on the 23rd day of January, 1932.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of October, 1930.



Frank L. McCarthy  
NOTARY PUBLIC, FAYETTE COUNTY, KY.