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36156

FOSTER HARRISON G

Bds 13 to 23

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Hart G Foster

Ingliside,
Gibson Park

Lex Ky

Serial 2918 1/2 St.

D.C.

Sept 23-36

TO THE BORROWER:

**Enclosed are cancelled bonds and/or coupons, executed in
connection with your Mortgage Loan with the Louisville Title Co.**

**TITLE INSURANCE & TRUST CO., Trustee,
By LESLIE W. EGGERS, Treas.**

United States of America.

BOND No 16
FIRST MORTGAGE REAL ESTATE
GOLD BOND

TITLE INSURED AND PAYMENT OF PRINCIPAL AND INTEREST
GUARANTEED BY

LOUISVILLE
TITLE COMPANY
\$300

Louisville, Ky., August 25, 1926

96 months after date, for value received the undersigned will
pay to the LOUISVILLE TITLE COMPANY, TRUSTEE, or bearer,

THREE HUNDRED DOLLARS

in gold coin of the United States of America of the present standard of
weight and fineness, with interest from date at the rate of six (6) per centum
per annum, payable semi-annually in gold as above, according to the
coupons attached, and with interest after maturity unpaid, at the rate
of six (6%) per centum per annum, payable in semi-annual installments
in gold as above, negotiable and payable at the office of the Louisville Title
Company, Louisville, Kentucky.

This bond is one of a series of twenty-three Bonds numbered
from 1 to 23 inclusive, of the same date herewith, amounting in the
aggregate to the sum of \$ 9,000.00 executed and delivered by

Harrison G. Foster, Hart Gibson Foster, Addison G. Foster and
E. Dunster Duncan Foster,
and secured by a Mortgage deed of trust to the Louisville Title Company,
Trustee, recorded in the office of the Clerk of the County Court of Jefferson County
Kentucky. The covenants of said Mortgage deed of trust securing this Bond and
its interest coupons are made a part hereof as if herein written in full.

Harrison G. Foster

Hart Gibson Foster

x Addison G. Foster

E. Dunster Duncan Foster

Ex 36156 BOND No. 16

On the 25 day of AUGUST 1934

The undersigned will pay to the
LOUISVILLE TITLE COMPANY, TRUSTEE, or bearer
NINE DOLLARS in Gold Coin of the United
States of the present standard of weight and
fineness at the office of the Louisville Title Company,
Louisville Ky., for value received, this Coupon being
for six months interest on bond for \$300.00

9
0
6
\$

COUPON
NUMBER
10

Addison G. Foster
Heir Gibson Foster
Addison G. Foster
E. Dunston Duncan Foster

Harrison G. Foster et al

BOND No. 16 TITLE No. 56156

ST-TAX NOT PAID

FIRST MORTGAGE
Real Estate



GOLD BOND

LOUISVILLE

TITLE COMPANY

TRUSTEE
LOUISVILLE, KY.

Due August 26 1934

Interest Six per cent per annum payable
February and August

CERTIFICATE

This is one of the bonds within and secured
by the within named mortgage deed of trust and
subject to the conditions set forth on the reverse
side of this bond; the payment of principal and
interest thereon as provided are guaranteed.

LOUISVILLE TITLE COMPANY

By *H. H. Ferguson*
PRESIDENT

This bond is sold by the LOUISVILLE TITLE COMPANY, with the agreements and subject to conditions as follows, to-wit:

I. The Louisville Title Company guarantees payment to the holder of this bond and the coupons attached the amount thereof at their respective maturities, in lawful money of the United States of America; Provided, that the same shall be presented at its office for payment at or within twelve days after maturity, and not otherwise. Upon making such payment said Company shall become the owner, as by purchase, of the Bond and coupons so paid.

II. The Louisville Title Company guarantees to the holder of the within bond that the mortgage therein referred to is valid, and insures him against loss by reason of defects of title to, or encumbrances on, the premises therein described at the time of recording said mortgage, excepting, however, defects or encumbrances created by or with the privity of said holder; and said Company, at its own cost will defend the validity and priority of lien of said mortgage; Provided, That said holder shall, within a reasonable time, not exceeding ten days after service of any process upon him, notify said Company thereof, in writing, and shall call upon said Company and give to it the exclusive right to prosecute or defend, as the case may be, any action or proceeding wherein the validity or priority of said mortgage deed of trust, or the existence of such defects or encumbrances may be drawn in question to the prejudice of said bondholder. Provided further, That the refusal or failure of said bondholder so to notify or to call upon said Company and to give it the right so to prosecute or defend such actions, shall avoid the obligations imposed by this clause.

III. In no event will the Louisville Title Company be liable for the fees of counsel, or other costs, incurred by the holder of said bond in the prosecution or defense of any of the actions or proceedings herein mentioned.

IV. When this bond shall become due according to its tenor or payment thereof shall have been precipitated under the provisions of the mortgage deed of trust securing the same, of which precipitation notice shall have been given the holder hereof, it shall be the duty of said holder to present it for payment at the office of the Louisville Title Company, and if it shall not be so presented when due, or within ten days after such notice of maturity, by precipitation then the Louisville Title Company as Trustee may receive payment thereof, holding the amount subject to the order of said holder, and may thereupon, in its own name as trustee, or in the name of said holder, release said mortgage. This power to the said Trustee is a part of the consideration of the sale by it of this bond, and is irrevocable without the written consent of said Trustee. In the event the said Trustee shall declare a precipitation of the maturity of this bond, and the holder shall surrender the same to said Trustee for payment, said Trustee shall refund to the holder a proportionate amount of the premium, if any, that may have been paid to it by said holder, for the unexpired time said bond would have had to run.

V. If by agreement of the holder of the within bond the time of payment thereof shall be extended beyond its maturity without the consent of the Louisville Title Company all the obligations of this agreement shall cease, and the same shall be and become void.

VI. The Trustee shall have the right to require the surrender and retirement of this bond for the purpose of permitting the payment of same before its maturity in which event the holder shall be entitled to receive therefor the amount of the principal with accrued interest, the return of the proportionate amount of premium, if any, that may have been paid for same, and an additional premium of one-half of one per cent of said principal.

If said bond be not presented within ten days after notice of such election by the Trustee is given the holder, or within ten days after written notice of such election shall have been mailed to the last known address of said holder, said Trustee may receive payment of said bond, and make release thereof, as hereinabove provided. Provided that if said holder do not receive knowledge or notice of such election then he shall be entitled to receive interest on said bond until he receives such notice, not however longer than the next ensuing interest period.

VII. In consideration of the price at which the bond is sold, the Louisville Title Company will list same and pay State taxes thereon, according to the provisions of the act of 1917, until the maturity of the bonds. By said act the bond is exempt from all other State, County or Municipal taxes.