

162-153

2/9/56

ASSESSMENT CARD

G. MCK.

WORK CARD R

3-8-57

4-1-52

This deed of conveyance by and between Aham Euster, a single person, and Evelyn S. Reams and her husband, W. Hobart Reams, all of Middlesboro, Bell County, Kentucky, hereinafter called first parties, and Kentucky Utilities Company, a Kentucky corporation having its principal office at Lexington, Fayette County, Kentucky, hereinafter called second party,

Witnesseth: For and in consideration of thirty-two thousand dollars (\$32,000.00) in hand paid by second party, receipt of which is hereby acknowledged by first parties, the first parties do hereby grant, sell, alien and convey unto the second party a parcel of real property situated in Middlesboro, Bell County, Kentucky, and more particularly described as follows, to-wit:

✓ Lots numbered fifteen (15) and sixteen (16) in Block numbered eight (8), in the Southeast Section of the City of Middlesboro, Kentucky, each said lot fronting on Cumberland Avenue a distance of twenty-five (25) feet and extending back therefrom a distance of two hundred and forty (240) feet to an alley, said lots being located on the Southwest corner of Cumberland Avenue and Twenty-second Street, as shown by plat of said city on file in the office of the Clerk of the County Court of Bell County, Kentucky.

The first party, Aham Euster, acquired an undivided one-half interest in the two above lots by deed from Wallace A. Gastineau and wife, Lillian M. Gastineau, dated June 26, 1953, and of record in said Clerk's office in Deed Book No. 156, page 491; and first party, Evelyn S. Reams, acquired the other undivided one-half interest in said property by deed from her husband, W. Hobart Reams, dated March 30, 1954, and of record in said

Clerk's office in Deed Book No. 158, page 377.

It is agreed that second party shall pay _____
twelfths of the State, county and city advalorem taxes assessed
against the property herein conveyed for the year 1955, and
first parties shall pay the balance of such 1955 taxes.

To have and to hold the above-described real property,
together with improvements thereon and appurtenances thereunto
belonging, unto the said second party, its successors and assigns
forever, with covenant of seisin and general warranty of title.

In testimony whereof, witness the hands of first
parties, this 31 day of August, 1955.

Aham Euster

Evelyn S. Reams

W. Hobart Reams
First Parties

STATE OF KENTUCKY)
COUNTY OF BELL)

I, F. F. LOVELACE, a notary public in and
for the State and county aforesaid, certify that the foregoing
deed from Aham Euster and others to Kentucky Utilities Company
was this day produced to me in my said county, and that the
same was duly acknowledged before me by Aham Euster, Evelyn S.
Reams, and W. Hobart Reams, grantors therein, to be their act
and deed in due form of law.

Given under my hand and official seal, this
31 day of August, 1955.

F. F. Lovelace
Notary Public, Bell County, Kentucky

My commission expires 9 day of Feb, 1956.



STATE OF KENTUCKY,
COUNTY OF BELL -ss-

I, Martha L. Brock, Clerk of the State and County aforesaid, do hereby certify that the foregoing Deed of Conveyance from AHAM EUSTER, et al. to KENTUCKY UTILITIES COMPANY, was this day lodged for record; Whereupon the same, together with this and the foregoing certificate has been duly recorded in Deed Book No.162, Page 153&c., records of my said office.

GIVEN under my hand this the 7th.day of September,1955.

MARTHA L.BROCK, CLERK.

BY,

Fannie S. Asher
Fannie S. Asher,
Pineville, Ky.
Deputy Clerk.

PATTERSON & WILSON
ATTORNEYS AT LAW
PINEVILLE, KY.

LOGAN E. PATTERSON
JAMES S. WILSON

October 18, 1955.

Mr. H. B. Asher,
Division Manger,
Kentucky Utilities Company,
Pineville, Kentucky.

Re: Euster - Reams property, Middlesboro
acquired by Kentucky Utilities Co.

Dear Mr. Asher:

Reference is made to our letters to you dated July 14, and August 30, 1955, also to copy of our letters to Squire R. Ogden dated July 28, 1955, with reference to investigation of title to lots 15 and 16 in Block 8 of the Southeastern Section of Middlesboro, Kentucky.

Kentucky Utilities Company has now acquired said two lots, and improvements thereon from Aham Euster and Evelyn S. Reams and husband, W. Hobart Reams, by deed dated August 31, 1955, and recorded September 7, 1955, in Deed Book 162, page 153, of the Bell County Court Clerk's office. Said deed was properly executed and recorded, and the property is therein conveyed with covenant of seisin and general warranty of title.

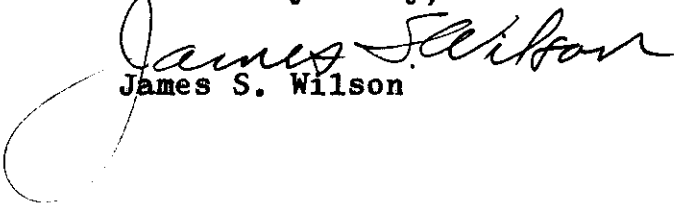
Outstanding execution liens against the property noted in paragraph 2(b) of our letter of July 14, have been duly released of record. As concerns the mortgage lien referred to in paragraph 2(a) of our said letter, Middlesboro Federal Savings and Loan Association has duly released same by deed of release dated September 2, 1955, to Evelyn S. Reams and others, which was recorded September 7, 1955, in Mortgage Release Book 5, page 575, records of said Clerk's office.

With the exception of the defect of title (noted in paragraph 1 of our letter of July 14) as concerns an undivided 1/36th interest in the North 30 feet of the South 60 feet of said two lots, I am of the opinion that Kentucky Utilities Company has acquired good, marketable title to the said two lots and improvements thereon. The company's grantors, at the time of making their said deed, were fully aware of the possibility of the assertion of an adverse claim to said part (unimproved) of the two lots.

Mr. H. B. Asher,
Page 2.

By their deed, however, they have warranted the title
as against such potential claim and against all other
adverse claims.

Yours very truly,


James S. Wilson

JSW:msp

PATTERSON & WILSON
ATTORNEYS AT LAW
PINEVILLE, KY.

LOGAN E. PATTERSON
JAMES S. WILSON

July 14, 1955

Mr. H. B. Asher
District Office
Kentucky Utilities Company
Pineville, Kentucky

Re: Euster - Reams Property,
Middlesboro, Kentucky.

Dear Mr. Asher:

As requested, we have investigated the record title with reference to lots 15 and 16, in block 8, southeast section of Middlesboro, Kentucky. With the exceptions hereinafter noted, we find a connected chain of record title extending back from Aham Euster and Evelyn S. Reams, the present owners, to Middlesborough Land And Improvement Company which acquired the lots from Middlesborough Town Company by two deeds executed and recorded in 1889. A copy of our title notes is enclosed for your information.

Two defects in the record chain of title, though not particularly substantial, are noted:

-1-

By deed dated July 20, 1926, the north thirty feet of the south sixty feet of the two lots was conveyed to W. C. Moomau, Dr. Glenn Moomau, Mrs. May Long, and Mrs. Carrie M. Duckwall, brothers and sisters. Mrs. Long and her two named brothers died intestate, leaving twelve heirs-at-law between them, all of whom were non-residents of Kentucky. Mrs. Duckwall filed suit in the Bell Circuit Court in 1944, naming the surviving widows, heirs and their spouses as defendants, and seeking a sale of this and other property and division of the proceeds according to the respective interests of the parties. The action proceeded to judgment and order of sale, culminating in a sale and conveyance by J. S. Helton, as commissioner of the court, conveying the property to Sybil S. Maddox by deed dated April 24, 1945.

However, we were unable to find anything in the records of that litigation to show that George B. Moomau, one of the twelve heirs and the owner of an undivided one-thirty-sixth interest in the property, had been brought before the court either by summons, warning order, appearance or pleading therein. For that reason, the commissioner's deed is not deemed a valid conveyance of the interest of George B. Moomau.

Mr. H. B. Asher - page 2

The most effective way to cure this defect of title would be to secure a quitclaim deed from Mr. M_oomau. Of course, since the commissioner's deed purports to convey his interest, continuous adverse possession under the deed for fifteen years would bar his right to assert such claim.

It is likely that he has accepted from the commissioner his share of the proceeds of the sale, which only amounted to \$123.78. If so, it would be advisable for Mr. Helton to file a report in that proceeding showing that fact. Such acceptance would be indicative of a tacit consent to the sale and deed and would possibly estop him from claiming adverse to the deed at this late date. Such procedure might prove less troublesome and more advisable than attempting to obtain a quitclaim deed from him.

-2-

A less serious defect of the title consists of the failure of the above-mentioned commissioner's deed to name or expressly convey the interest of Eleanora G. M_oomau (wife of one of the heirs) or that of John R. Shelton (husband of one of the heirs). The two were named as defendants and were before the court by warning order. While it would have been advisable that the order of sale expressly direct that the property be sold free of their rights (Civil Code §495), the court's direction that the property be sold at public outcry would seem to carry the connotation that the purchaser is to take the property free of all claims of the parties to the litigation. Neither of them had filed answer in the proceeding.

Having delayed for this length of time, their right to assert a claim would perhaps be denied under the doctrine of estoppel or upon the maxim "lex non curat de minimis" (Huber v. Johnson, 192 S.W. 821; Vanderpool's Heirs v. Vanderpool's Heirs, 188 S.W. 461). Rather than resort to the trouble of securing quitclaim deeds from them, it might be advisable to have the court enter an order directing its commissioner to convey their interests to the present owners by a deed at this time.

Liens

(a) The two lots are encumbered by a lien of a mortgage dated April 2, 1954, made by the present owners to Middlesboro Federal Savings And Loan Association to secure an indebtedness of \$20,000.00. Arrangements should be made to secure a release of this lien upon consummation

Mr. H. B. Asher - page 3

of the contract of sale.

(b) Reference is made to Items 10 et seq. of part IV of our title notes concerning execution liens and state tax lien against the property while owned by Wallace A. Gastineau and wife, to-wit:

- (1) Executions of H. M. Rogers for debts of \$51.62 and \$48.92;
- (2) Execution of Claiborne County Bank (transferred to Matt H. Baker and Emma R. Ralston, doing business as Rennebaum Motor Company) for a reduced indebtedness of \$800.09;
- (3) Tax lien notice of Commonwealth of Kentucky for \$1820.00, penalties and interest;
- (4) Execution of Citizens Bank of New Tazewell for \$3,450.13;
- (5) Execution of Pridemore etc. Heating Company for \$1250.00; and
- (6) Execution of Mrs. Florence Green et al. for \$123.90.

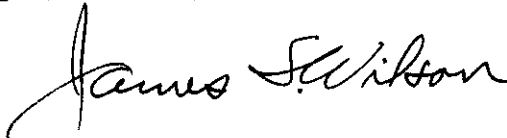
It is probable that some, if not all, of the above debts have been fully paid or substantially reduced. If so, steps should be taken to have the liens released of record.

If it wishes, Kentucky Utilities Company can take the proposed general warranty deed from the present owners and rely upon their warranty to secure the company against loss by reason of any of the above-noted or other defects of title and liens.

State, city and county taxes against the property for the year 1955 are outstanding. Under the contract of sale with the present owners, the same are to be prorated between the parties as therein provided.

Yours very truly,

Patterson & Wilson

by 

jsw-s
Encl

Ball County

DEED AND MORTGAGE

10-10-55

MIDDLESBORO

H. B. ASSIER - Pineville

Your letter dated October 7, with deed
and mortgage release:

We should have a title opinion to file
with the deed so as to avoid any delay when
we include the description of the property in
our next indenture.

A. A. Tuttle

AAT:f

MIDDLESBORO OFFICE
BLOG. SITE

1170

3-8517

K. U. 25-4 50M

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT DEED AND MORTGAGE RELEASE
LOCATION MIDDLESBORO
MR. A. A. TUTTLE

DATE OCTOBER 7, 1955

I am attaching hereto the following instruments in connection with the recent purchase of the office building at Middlesboro for your permanent records.

1. Mortgage Release from Middlesboro Federal Savings and Loan Association to Evelyn S. Reams, W. Hobart Reams, and Aham Euster.

This Mortgage Release has been properly recorded in the office of the Bell County Court Clerk in Mortgage Release Book No. 5, Page 575.

2. Deed from Aham Euster, Evelyn S. Reams, and W. Hobart Reams to Kentucky Utilities Company covering Lots Nos. 15 and 16 in Block No. 8 in the Southeast Section of Middlesboro.

This Deed has been properly recorded in the office of Bell County Court Clerk in Deed Book No. 162, Page 153.

Will appreciate you acknowledging receipt of these instruments.



HBA/rm

encls.

K. U. 25-4 50M

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT TITLE OPINION - MIDDLESBORO PROPERTY
LOCATION MIDDLESBORO
MR. A. A. TUTTLE

DATE OCTOBER 19, 1955

As requested in your letter of October 10th, I am enclosing herewith for your records letters from Mr. James S. Wilson, dated July 14, 1955, and October 18, 1955, which gives us a title opinion to the property recently acquired for the new office at Middlesboro.

H. B. Asher

HBA/rm

encls.

5-575

THIS MORTGAGE RELEASE made and entered into this the 2nd day of September, 1955, by and between MIDDLESBORO FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, party of the first part, and EVELYN S. REAMS and husband, W. HOBART REAMS, and AHAM EUSTER, single, parties of the second part, all of Middlesboro, Bell County, Kentucky,

W I T N E S S E T H: WHEREAS, the parties of the second part executed a mortgage to the party of the first part dated April 2nd, 1954 and recorded in the Bell County Court Clerk's Office in Mortgage Book 36, at page 209, to secure a note in the original amount of \$20,000.00, said mortgage being upon Lots # 13, 14, 15 and 16, Block # 8, Section Southeast, Middlesboro, Kentucky, and

WHEREAS, said indebtedness has been fully paid,

NOW THEREFORE, in consideration of the premises, the party of the first part hereby releases unto the parties of the second part said mortgage lien.

IN TESTIMONY WHEREOF, witness the corporate name and seal of the party of the first part hereto affixed by C. W. Bailey, its president, pursuant to full authority vested in him so to do, the year and day first above written.

MIDDLESBORO FEDERAL SAVINGS & LOAN ASSN.

By

C. W. Bailey President

STATE OF KENTUCKY)

: SCT.

COUNTY OF BELL)

I, Opal R. Madon, a Notary Public in

and for the county and state aforesaid, certify that the foregoing mortgage release from Middlesboro Federal Savings & Loan Assn. to Evelyn S. Reams, et al., was this day produced to me in my said county by C. W. Bailey, who acknowledged same, as president, to be the corporate act and deed of said corporation.

Witness my hand and seal of office this September 2nd 1955.

My commission expires:

Oct. 15, 1957

Opal R. Madon
Notary Public, Bell County, Ky.

STATE OF KENTUCKY,
COUNTY OF BELL -ss-

I, Martha L. Brock, Clerk of the state and county aforesaid, do hereby certify that the foregoing Mortgage Release from the MBORO. FED.SAV.&.LOAN ASSN., to EVELYN S.REAMS, et al. was this day lodged for record; Whereupon the same, together with this and the foregoing certificate has been duly recorded in Mortgage Release Book No.5, Page 575, records of my said office.

GIVEN under my hand this the 7th.day of September,1955.

MARTHA L.BROCK, CLERK.

BY,

Fannie S. Asher
Fannie S. Asher,
Deputy Clerk.

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT PURCHASE OF OFFICE BLDG.

DATE June 23, 1955

LOCATION MIDDLESBORO

MR. R. M. WATT

I am attaching, hereto, sales agreement purchasing the new Middlesboro office. This agreement is self-explanatory and I am sending record of the draft for \$500.00 direct to Mr. Clark.

Mr Stewart
Please follow
through to
See that
are notified
for a
copy

J.H. Woodson
J. H. Woodson

J.H. Jg
attached
c.c. Mr. Asher

COUCHER NO.	DESCRIPTION	PURCHASE ORDER	INVOICE NO.	GROSS	DISCOUNT	NET
-------------	-------------	----------------	-------------	-------	----------	-----

6-23-55 Binder partial payment on property as per contract new
office building Middlesboro - Aham Euster and Evelyn S.

500.00

Reams

July 27, 1955
Check # 69932

To First Natl B + T Co. to pick up draft

NOTE--IF THIS DOES NOT AGREE WITH YOUR RECORDS. PLEASE
RETURN WITH CHECK, EXPLAINING ANY DIFFERENCE

KENTUCKY UTILITIES COMPANY
120 SOUTH LIMESTONE STREET
LEXINGTON, KENTUCKY

This memorandum of sale between Aham Euster, of Middlesboro, Bell County, Kentucky, individually and as agent for Evelyn S. Reams, first parties, and Kentucky Utilities Company, a Kentucky corporation having its principal office at Lexington, Fayette County, Kentucky, second party,

WITNESSETH: That for the total purchase price of thirty-two thousand dollars (\$32,000.00), second party has bought from first parties, the following real property in Middlesboro, Bell County, Kentucky, to wit:

Lots 15 and 16 in Block 8 in the Southeast section of Middlesboro, the same being two lots measuring 25 feet by 240 feet each, located on the Southwest corner of Cumberland Avenue and 22nd Street, together with all improvements thereon and appurtenances thereunto pertaining, which said improvements principally consist of a three-story brick building which, until recently, was occupied by Marsee Tife Company and other various tenants of first parties.

First parties are to convey to second party, by fee simple deed containing covenant of Seisin and General Warranty of title, the free, complete and unencumbered title to said property, and as a binder for said agreement, second party has paid to first parties the sum of five hundred dollars (\$500.00), receipt of which is hereby acknowledged. The balance of thirty-one thousand and five hundred dollars (\$31,500.00) is to be paid by second party to first parties immediately upon the execution and delivery of a deed conveying title of the character above described, which said deed shall be executed and delivered as soon as second party notifies first parties that it is ready to complete the transaction. Such notice shall not be delayed more than three weeks from the date hereof, unless with the consent of first parties.

162-153

2/9/56

ASSESSMENT CARD

G. MCK.

WORK CARD R

3-8-57

4-1-52

This deed of conveyance by and between Aham Euster, a single person, and Evelyn S. Reams and her husband, W. Hobart Reams, all of Middlesboro, Bell County, Kentucky, hereinafter called first parties, and Kentucky Utilities Company, a Kentucky corporation having its principal office at Lexington, Fayette County, Kentucky, hereinafter called second party,

Witnesseth: For and in consideration of thirty-two thousand dollars (\$32,000.00) in hand paid by second party, receipt of which is hereby acknowledged by first parties, the first parties do hereby grant, sell, alien and convey unto the second party a parcel of real property situated in Middlesboro, Bell County, Kentucky, and more particularly described as follows, to-wit:

Lots numbered fifteen (15) and sixteen (16) in Block numbered eight (8), in the Southeast Section of the City of Middlesboro, Kentucky, each said lot fronting on Cumberland Avenue a distance of twenty-five (25) feet and extending back therefrom a distance of two hundred and forty (240) feet to an alley, said lots being located on the Southwest corner of Cumberland Avenue and Twenty-second Street, as shown by plat of said city on file in the office of the Clerk of the County Court of Bell County, Kentucky.

The first party, Aham Euster, acquired an undivided one-half interest in the two above lots by deed from Wallace A. Gastineau and wife, Lillian M. Gastineau, dated June 26, 1953, and of record in said Clerk's office in Deed Book No. 156, page 491; and first party, Evelyn S. Reams, acquired the other undivided one-half interest in said property by deed from her husband, W. Hobart Reams, dated March 30, 1954, and of record in said

Clerk's office in Deed Book No. 158, page 377.

It is agreed that second party shall pay _____
twelfths of the State, county and city advalorem taxes assessed
against the property herein conveyed for the year 1955, and
first parties shall pay the balance of such 1955 taxes.

To have and to hold the above-described real property,
together with improvements thereon and appurtenances thereunto
belonging, unto the said second party, its successors and assigns
forever, with covenant of seisin and general warranty of title.

In testimony whereof, witness the hands of first
parties, this 31 day of August, 1955.

Aham Euster

Evelyn S. Reams

W. Hobart Reams
First Parties

STATE OF KENTUCKY)

COUNTY OF BELL)

I, F. F. LOVELACE, a notary public in and
for the State and county aforesaid, certify that the foregoing
deed from Aham Euster and others to Kentucky Utilities Company
was this day produced to me in my said county, and that the
same was duly acknowledged before me by Aham Euster, Evelyn S.
Reams, and W. Hobart Reams, grantors therein, to be their act
and deed in due form of law.

Given under my hand and official seal, this
31 day of August, 1955.

F. F. Lovelace
Notary Public, Bell County, Kentucky

My commission expires 9 day of Feb, 1956.



STATE OF KENTUCKY,
COUNTY OF BELL -ss-

I, Martha L. Brock, Clerk of the State and County aforesaid, do hereby certify that the foregoing Deed of Conveyance from AHAM EUSTER, et al. to KENTUCKY UTILITIES COMPANY, was this day lodged for record; Whereupon the same, together with this and the foregoing certificate has been duly recorded in Deed Book No.162, Page 153&c., records of my said office.

GIVEN under my hand this the 7th.day of September,1955.

MARTHA L. BROCK, CLERK.

BY

Fannie S. Asher
Fannie S. Asher,
Pineville, Ky.
Deputy Clerk.

PATTERSON & WILSON
ATTORNEYS AT LAW
PINEVILLE, KY.

LOGAN E. PATTERSON
JAMES S. WILSON

October 18, 1955.

Mr. H. B. Asher,
Division Manger,
Kentucky Utilities Company,
Pineville, Kentucky.

Re: Euster - Reams property, Middlesboro
acquired by Kentucky Utilities Co.

Dear Mr. Asher:

Reference is made to our letters to you dated July 14, and August 30, 1955, also to copy of our letters to Squire R. Ogden dated July 28, 1955, with reference to investigation of title to lots 15 and 16 in Block 8 of the Southeastern Section of Middlesboro, Kentucky.

Kentucky Utilities Company has now acquired said two lots, and improvements thereon from Aham Euster and Evelyn S. Reams and husband, W. Hobart Reams, by deed dated August 31, 1955, and recorded September 7, 1955, in Deed Book 162, page 153, of the Bell County Court Clerk's office. Said deed was properly executed and recorded, and the property is therein conveyed with covenant of seisin and general warranty of title.

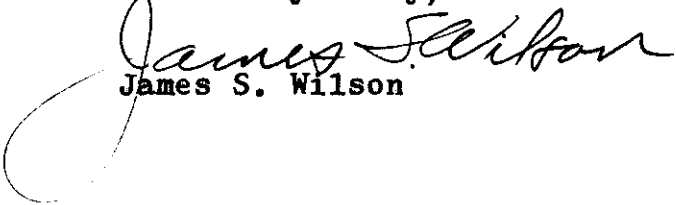
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With the exception of the defect of title (noted in paragraph 1 of our letter of July 14) as concerns an undivided 1/36th interest in the North 30 feet of the South 60 feet of said two lots, I am of the opinion that Kentucky Utilities Company has acquired good, marketable title to the said two lots and improvements thereon. The company's grantors, at the time of making their said deed, were fully aware of the possibility of the assertion of an adverse claim to said part (unimproved) of the two lots.

Mr. H. B. Asher,
Page 2.

By their deed, however, they have warranted the title
as against such potential claim and against all other
adverse claims.

Yours very truly,


James S. Wilson

JSW:msp

PATTERSON & WILSON
ATTORNEYS AT LAW
PINEVILLE, KY.

LOGAN E. PATTERSON
JAMES S. WILSON

July 14, 1955

Mr. H. B. Asher
District Office
Kentucky Utilities Company
Pineville, Kentucky

Re: Euster - Reams Property,
Middlesboro, Kentucky.

Dear Mr. Asher:

As requested, we have investigated the record title with reference to lots 15 and 16, in block 8, southeast section of Middlesboro, Kentucky. With the exceptions hereinafter noted, we find a connected chain of record title extending back from Aham Euster and Evelyn S. Reams, the present owners, to Middlesborough Land And Improvement Company which acquired the lots from Middlesborough Town Company by two deeds executed and recorded in 1889. A copy of our title notes is enclosed for your information.

Two defects in the record chain of title, though not particularly substantial, are noted:

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However, we were unable to find anything in the records of that litigation to show that George B. Moomau, one of the twelve heirs and the owner of an undivided one-thirty-sixth interest in the property, had been brought before the court either by summons, warning order, appearance or pleading therein. For that reason, the commissioner's deed is not deemed a valid conveyance of the interest of George B. Moomau.

Mr. H. B. Asher - page 2

The most effective way to cure this defect of title would be to secure a quitclaim deed from Mr. M_oomau. Of course, since the commissioner's deed purports to convey his interest, continuous adverse possession under the deed for fifteen years would bar his right to assert such claim.

It is likely that he has accepted from the commissioner his share of the proceeds of the sale, which only amounted to \$123.78. If so, it would be advisable for Mr. Helton to file a report in that proceeding showing that fact. Such acceptance would be indicative of a tacit consent to the sale and deed and would possibly estop him from claiming adverse to the deed at this late date. Such procedure might prove less troublesome and more advisable than attempting to obtain a quitclaim deed from him.

-2-

A less serious defect of the title consists of the failure of the above-mentioned commissioner's deed to name or expressly convey the interest of Eleanora G. M_oomau (wife of one of the heirs) or that of John R. Shelton (husband of one of the heirs). The two were named as defendants and were before the court by warning order. While it would have been advisable that the order of sale expressly direct that the property be sold free of their rights (Civil Code §495), the court's direction that the property be sold at public outcry would seem to carry the connotation that the purchaser is to take the property free of all claims of the parties to the litigation. Neither of them had filed answer in the proceeding.

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Liens

(a) The two lots are encumbered by a lien of a mortgage dated April 2, 1954, made by the present owners to Middlesboro Federal Savings And Loan Association to secure an indebtedness of \$20,000.00. Arrangements should be made to secure a release of this lien upon consummation

Mr. H. B. Asher - page 3

of the contract of sale.

(b) Reference is made to Items 10 et seq. of part IV of our title notes concerning execution liens and state tax lien against the property while owned by Wallace A. Gastineau and wife, to-wit:

- (1) Executions of H. M. Rogers for debts of \$51.62 and \$48.92;
- (2) Execution of Claiborne County Bank (transferred to Matt H. Baker and Emma R. Ralston, doing business as Rennebaum Motor Company) for a reduced indebtedness of \$800.09;
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- (6) Execution of Mrs. Florence Green et al. for \$123.90.

It is probable that some, if not all, of the above debts have been fully paid or substantially reduced. If so, steps should be taken to have the liens released of record.

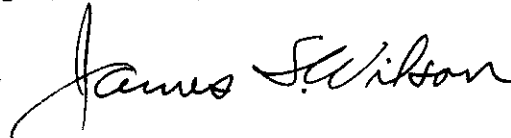
If it wishes, Kentucky Utilities Company can take the proposed general warranty deed from the present owners and rely upon their warranty to secure the company against loss by reason of any of the above-noted or other defects of title and liens.

State, city and county taxes against the property for the year 1955 are outstanding. Under the contract of sale with the present owners, the same are to be prorated between the parties as therein provided.

Yours very truly,

Patterson & Wilson

by



jsw-s
Encl

Ball County

DEED AND MORTGAGE

10-10-55

MIDDLESBORO

H. B. ASSIER - Pineville

Your letter dated October 7, with deed
and mortgage release:

We should have a title opinion to file
with the deed so as to avoid any delay when
we include the description of the property in
our next indenture.

A. A. Tuttle

AAT:f

MIDDLESBORO OFFICE
BLOG. SITE

1170

3-8517

K. U. 25-4 50M

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT DEED AND MORTGAGE RELEASE
LOCATION MIDDLESBORO
MR. A. A. TUTTLE

DATE OCTOBER 7, 1955

I am attaching hereto the following instruments in connection with the recent purchase of the office building at Middlesboro for your permanent records.

1. Mortgage Release from Middlesboro Federal Savings and Loan Association to Evelyn S. Reams, W. Hobart Reams, and Aham Euster.

This Mortgage Release has been properly recorded in the office of the Bell County Court Clerk in Mortgage Release Book No. 5, Page 575.

2. Deed from Aham Euster, Evelyn S. Reams, and W. Hobart Reams to Kentucky Utilities Company covering Lots Nos. 15 and 16 in Block No. 8 in the Southeast Section of Middlesboro.

This Deed has been properly recorded in the office of Bell County Court Clerk in Deed Book No. 162, Page 153.

Will appreciate you acknowledging receipt of these instruments.



HBA/rm

encls.

K. U. 25-4 50M

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT TITLE OPINION - MIDDLESBORO PROPERTY
LOCATION MIDDLESBORO
MR. A. A. TUTTLE

DATE OCTOBER 19, 1955

As requested in your letter of October 10th, I am enclosing herewith for your records letters from Mr. James S. Wilson, dated July 14, 1955, and October 18, 1955, which gives us a title opinion to the property recently acquired for the new office at Middlesboro.

H. B. Asher

HBA/rm

encls.

STATE OF KENTUCKY,
COUNTY OF BELL -ss-

I, Martha L. Brock, Clerk of the state and county aforesaid, do hereby certify that the foregoing Mortgage Release from the MBORO. FED.SAV.&.LOAN ASSN., to EVELYN S.REAMS, et al. was this day lodged for record; Whereupon the same, together with this and the foregoing certificate has been duly recorded in Mortgage Release Book No.5, Page 575, records of my said office.

GIVEN under my hand this the 7th.day of September,1955.

MARTHA L.BROCK, CLERK.

BY,

Fannie S. Asher
Fannie S. Asher,
Deputy Clerk.

KENTUCKY UTILITIES COMPANY

FOR COMPANY BUSINESS ONLY

SUBJECT PURCHASE OF OFFICE BLDG.

DATE June 23, 1955

LOCATION MIDDLESBORO

MR. R. M. WATT

I am attaching, hereto, sales agreement purchasing the new Middlesboro office. This agreement is self-explanatory and I am sending record of the draft for \$500.00 direct to Mr. Clark.

Mr Stewart
Please follow
through to
See that
are notified
for a
copy

J.H. Woodson
 J. H. Woodson

JHW:jg
 attached
 c.c. Mr. Asher

VOUCHER NO.	DESCRIPTION	PURCHASE ORDER	INVOICE NO.	GROSS	DISCOUNT	NET
-------------	-------------	----------------	-------------	-------	----------	-----

6-23-55 Binder partial payment on property as per contract new
office building Middlesboro - Aham Euster and Evelyn S.

500.00

Reams

July 27, 1955
Check # 69932 to First Natl B + T Co. to pick up draft

NOTE--IF THIS DOES NOT AGREE WITH YOUR RECORDS. PLEASE
RETURN WITH CHECK, EXPLAINING ANY DIFFERENCE

KENTUCKY UTILITIES COMPANY
120 SOUTH LIMESTONE STREET
LEXINGTON, KENTUCKY

This memorandum of sale between Aham Euster, of Middlesboro, Bell County, Kentucky, individually and as agent for Evelyn S. Reams, first parties, and Kentucky Utilities Company, a Kentucky corporation having its principal office at Lexington, Fayette County, Kentucky, second party,

WITNESSETH: That for the total purchase price of thirty-two thousand dollars (\$32,000.00), second party has bought from first parties, the following real property in Middlesboro, Bell County, Kentucky, to wit:

Lots 15 and 16 in Block 8 in the Southeast section of Middlesboro, the same being two lots measuring 25 feet by 240 feet each, located on the Southwest corner of Cumberland Avenue and 22nd Street, together with all improvements thereon and appurtenances thereunto pertaining, which said improvements principally consist of a three-story brick building which, until recently, was occupied by Marsee Tife Company and other various tenants of first parties.

First parties are to convey to second party, by fee simple deed containing covenant of Seisin and General Warranty of title, the free, complete and unencumbered title to said property, and as a binder for said agreement, second party has paid to first parties the sum of five hundred dollars (\$500.00), receipt of which is hereby acknowledged. The balance of thirty-one thousand and five hundred dollars (\$31,500.00) is to be paid by second party to first parties immediately upon the execution and delivery of a deed conveying title of the character above described, which said deed shall be executed and delivered as soon as second party notifies first parties that it is ready to complete the transaction. Such notice shall not be delayed more than three weeks from the date hereof, unless with the consent of first parties.

The parties have agreed that they will pro rate between them, in proportion to the part of the year each has owned the property, all ad valorem taxes for the tax year 1955.

Witness the hands of the parties this 23 day of June, 1955.

Evelyn S. Stearns -
By Dan Euster

First Parties

KENTUCKY UTILITIES COMPANY
BY *[Signature]* _____ District
Second Party Manager

SURVEY NOTES

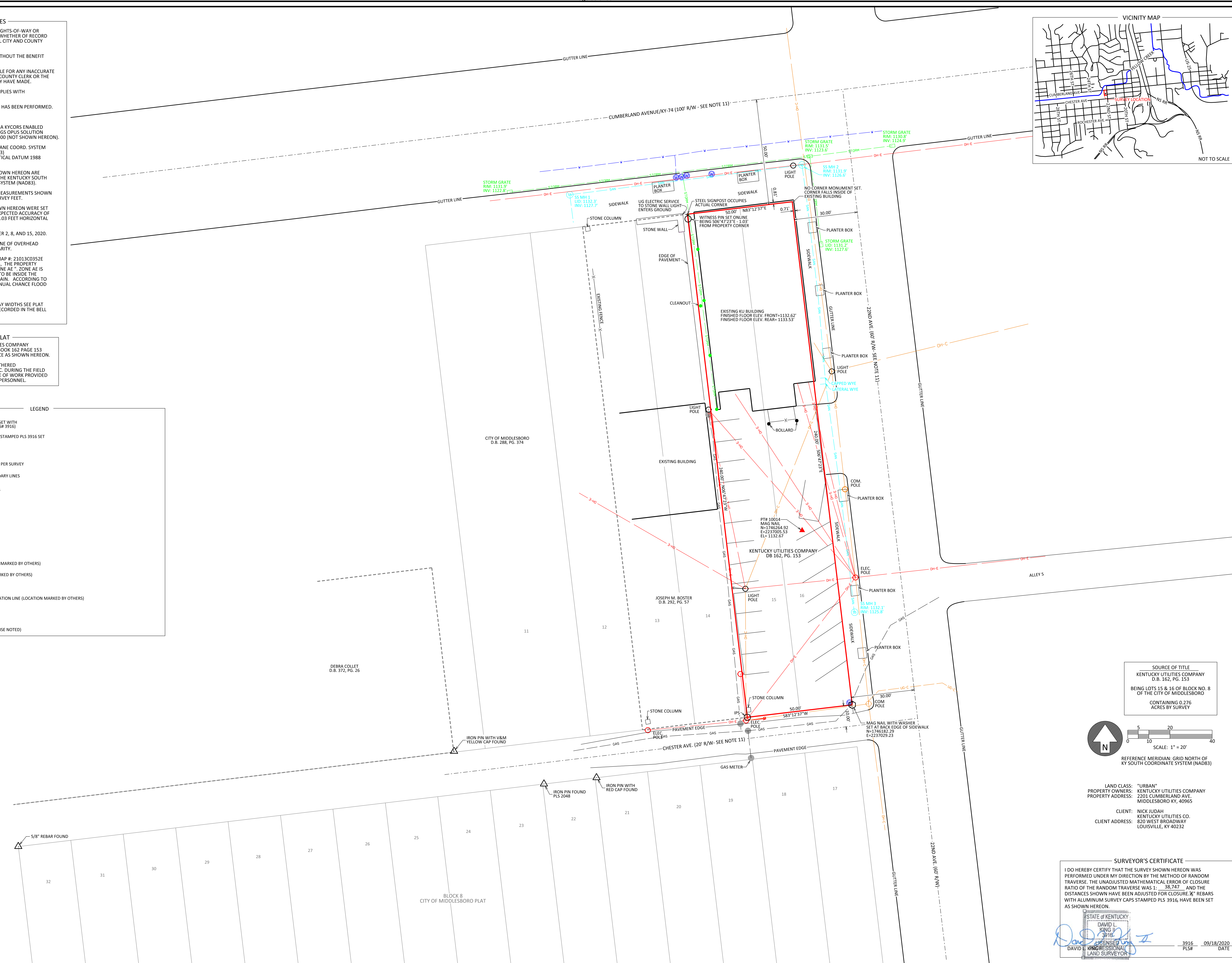
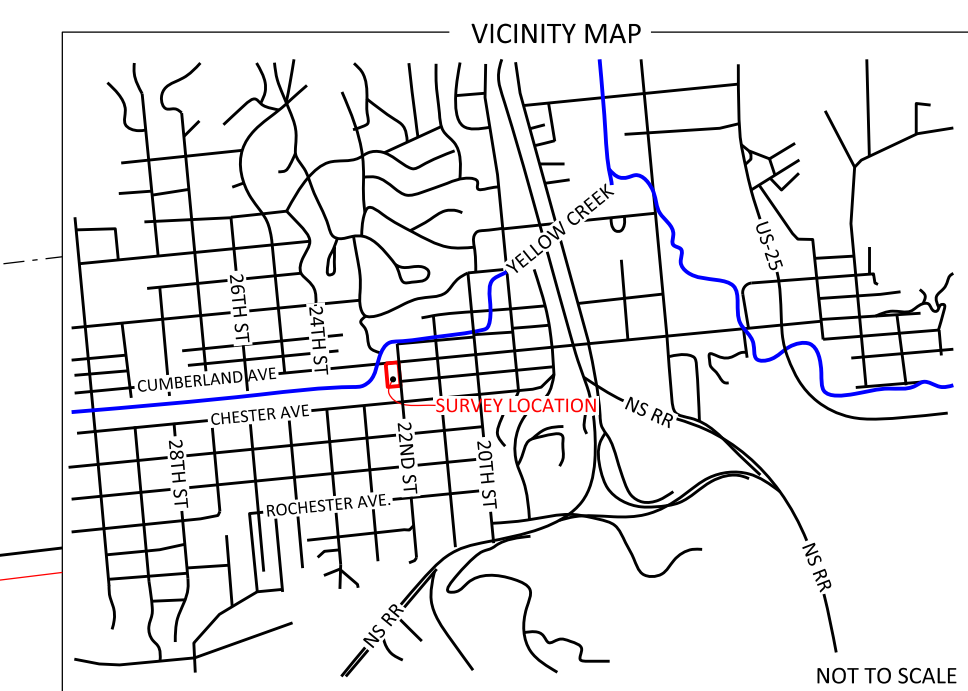
- THIS SURVEY IS SUBJECT TO ANY RIGHTS-OF-WAY OR EASEMENTS, PUBLIC OR PRIVATE, WHETHER OF RECORD OR NOT, AND IS SUBJECT TO LOCAL CITY AND COUNTY ZONING ORDINANCES.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
- THIS SURVEYOR IS NOT RESPONSIBLE FOR ANY INACCURATE INDEXING OF RECORDS THAT THE COUNTY CLERK OR THE PROPERTY VALUATION OFFICE MAY HAVE MADE.
- THE SURVEY SHOWN HEREON COMPLIES WITH 201 KAR 18:150.
- NO UNDERGROUND EXPLORATION HAS BEEN PERFORMED.
- SURVEY DATUM:
SURVEY CONTROL WAS BASED ON A KYCORS ENABLED GPS ROVER AND VERIFIED BY AN NGS OPUS SOLUTION UTILIZING AGE CONTROL POINT 5000 (NOT SHOWN HEREON).
HORIZONTAL: KENTUCKY STATE PLANE COORD. SYSTEM SOUTH ZONE (NAD83)
VERTICAL: NORTH AMERICAN VERTICAL DATUM 1988 NAVD88 (GEOID 12A)
ALL BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO GRID NORTH OF THE KENTUCKY SOUTH ZONE STATE PLANE COORDINATE SYSTEM (NAD83).
ALL HORIZONTAL AND VERTICAL MEASUREMENTS SHOWN HEREON ARE EXPRESSED IN US SURVEY FEET.
- THE CONTROL MONUMENTS SHOWN HEREON WERE SET WITH AN RTK GPS SYSTEM. THE EXPECTED ACCURACY OF THE MONUMENT SHOULD BE +/- 0.03 FEET HORIZONTAL AND +/- 0.05 FEET VERTICAL.
- DATE OF FIELD SURVEY: SEPTEMBER 2, 8, AND 15, 2020.
- ONLY THE APPROXIMATE CENTERLINE OF OVERHEAD WIRES HAS BEEN SHOWN FOR CLARITY.
- ACCORDING TO F.E.M.A. FLOOD MAP # 21013C0352E EFFECTIVE DATE: MARCH 15, 2015, THE PROPERTY SHOWN HEREON LIES WITHIN "ZONE AE". ZONE AE IS DEFINED AS AREAS DETERMINED TO BE INSIDE THE 1% ANNUAL CHANCE OF FLOODPLAIN. ACCORDING TO THE FEMA FIRM MAP, THE 1% ANNUAL CHANCE FLOOD ELEVATION IS 1135.
- ROAD RIGHT-OF-WAY NOTE:
FOR RECORD ROAD RIGHT-OF-WAY WIDTHS SEE PLAT OF THE CITY OF MIDDLESBORO RECORDED IN THE BELL COUNTY CLERK'S OFFICE.

PURPOSE OF PLAT

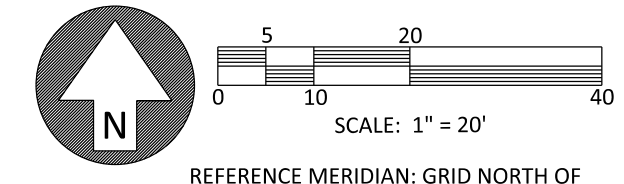
- TO RETRACE THE KENTUCKY UTILITIES COMPANY PROPERTY AS RECORDED IN DEED BOOK 162 PAGE 153 AT THE BELL COUNTY CLERK'S OFFICE AS SHOWN HEREON.
- TO DISPLAY THE INFORMATION GATHERED BY AGE ENGINEERING SERVICES, INC. DURING THE FIELD SURVEY AS SPECIFIED BY THE SCOPE OF WORK PROVIDED BY KENTUCKY UTILITIES COMPANY PERSONNEL.

LEGEND

- 5/8" X 18" STEEL REBAR PIN SET WITH ALUMINUM SURVEY CAP (PLSF 3916)
- MAG NAIL WITH 2" WASHER STAMPED PLS 3916 SET
- FOUND PROPERTY CORNER MONUMENTS
- PROPERTY BOUNDARY LINES PER SURVEY
- ADJOINER PROPERTY BOUNDARY LINES PER DEEDED DESCRIPTIONS
- AGE CONTROL MONUMENTS
- ELECTRIC POLE
- COMMUNICATION POLE
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER
- 20" WATER LINE (LOCATION MARKED BY OTHERS)
- WATER LINE (LOCATION MARKED BY OTHERS)
- OVERHEAD ELECTRIC WIRES
- UNDERGROUND COMMUNICATION LINE (LOCATION MARKED BY OTHERS)
- GUTTER DOWNSPOUT
- WATER METER
- GAS VALVE (UNLESS OTHERWISE NOTED)



SOURCE OF TITLE
KENTUCKY UTILITIES COMPANY
D.B. 162, PG. 153
BEING LOTS 15 & 16 OF BLOCK NO. 8
OF THE CITY OF MIDDLESBORO
CONTAINING 0.276
ACRES BY SURVEY



REFERENCE MERIDIAN: GRID NORTH OF KY SOUTH COORDINATE SYSTEM (NAD83)

LAND CLASS: "URBAN"
PROPERTY OWNERS: KENTUCKY UTILITIES COMPANY
PROPERTY ADDRESS: 2201 CUMBERLAND AVE. MIDDLESBORO KY, 40965

CLIENT: NICK JUDAH
KENTUCKY UTILITIES CO.
CLIENT ADDRESS: 820 WEST BROADWAY LOUISVILLE, KY 40232

SURVEYOR'S CERTIFICATE

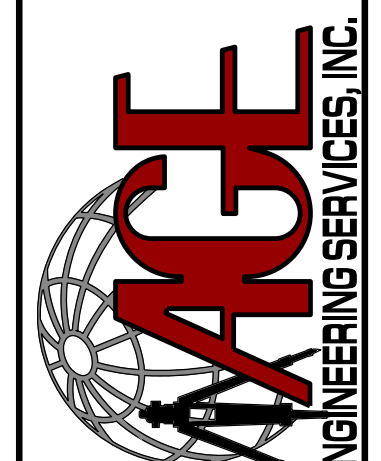
I DO HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECTION BY THE METHOD OF RANDOM TRAVERSE. THE UNADJUSTED MATHEMATICAL ERROR OF CLOSURE RATIO OF THE RANDOM TRAVERSE WAS 1: 38,747 AND THE DISTANCES SHOWN HAVE BEEN ADJUSTED FOR CLOSURE. REBARS WITH ALUMINUM SURVEY CAPS STAMPED PLS 3916, HAVE BEEN SET AS SHOWN HEREON.

STATE OF KENTUCKY
DAVID L. KING
3916
LICENSED SURVEYOR

3916 09/18/2020
PLSF DATE

BOUNDARY SURVEY WITH IMPROVEMENTS
KENTUCKY UTILITIES COMPANY
2201 CUMBERLAND AVENUE
MIDDLESBORO, BELL COUNTY, KENTUCKY

P.O. BOX 204
165 FOSTER LANE
STANFORD, KY 40484
PHONE (606) 365-8362
FAX (606) 365-1097



REVISION(S)

SHEET:
1 OF 1

DATE: 9-18-20
SCALE: 1"=20"
DRAWN BY: ETA
APPROVED BY: DLK
FILENAME: 20004 PLAN