



File No.: 1247

COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By Issued: [Signature]
Authorized Signatory
Ryan L. Toombs
Neely, Brien, Wilson & Toombs, PLLC
238 N 7th St
Mayfield, KY 42066-1820
Tel: 270-247-9333
Fax: 270-247-7143

By: [Signature]

President

Attest: [Signature]

Secretary

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- h. "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured

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would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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72C276B17 72C276B17 ALTA Commitment For Title Insurance 08/01/2016 180 days 04/02/2018_C276B_KY
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Commitment Number: 1247

Issuing Agent: Neely, Brien, Wilson & Toombs, PLLC
 Issuing Office: 238 North 7th Street, Mayfield, KY 42066

ALTA® Universal ID: 1049967
 Loan ID Number:
 Issuing Office File Number: 1247
 Revision Number:

Property Address: 121 North 7th Street, Mayfield, KY 42066

SCHEDULE A

1. Commitment Date: May 6, 2019, at 8:00 a.m.
2. Policy to be issued:
 - (a) 2006 ALTA LOAN POLICY (06/17/2006)
 Proposed Insured: TBD
 Proposed Policy Amount: TBD
 - (b) 2006 ALTA OWNER'S POLICY (06/17/2006)
 Proposed Insured: TBD
 Proposed Policy Amount: TBD
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Tracts 1, 2, 3 and 4: Liberty Savings Bank
 Tract 5: Liberty Bank and Trust Co., Inc.
 Tract 6: Liberty Bank & Trust Company
 Tract 7: Regions Bank
5. The Land is described as follows:
 SEE ATTACHED EXHIBIT "A"

Chicago Title Insurance Company

By: 
 Ryan L. Toombs

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SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Deed from Regions Bank, successor by merger to Union Planters Bank, National Association, successor by merger to Liberty Savings Bank and Liberty Bank and Trust, to Buyer(s), conveying the real estate described in Schedule A(5).
6. Mortgage to Lender (if any) from Buyer(s), securing an indebtedness on the subject real estate in the amount of any loan policy liability resulting from this Commitment for Title Insurance.
7. Record proof of corporate merger or ownership structure between Liberty Savings Bank and Liberty Bank & Trust Co., Inc. a/k/a Liberty Bank & Trust Company.

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SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Lien of real estate taxes, not yet due and payable.
3. Rights or claims of parties other than Insured in actual possession of any or all of property.
4. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.
5. Covenants, conditions and restrictions, if any, appearing in the public records. This Commitment/Policy insures against any actual loss or damage in the event that the same have been violated. Further, this Commitment/Policy insures that any future violation of any covenants, conditions and restrictions appearing in the public records will not result in a forfeiture or reversion of title and that there are no provisions therein under which the lien of the insured mortgage can be extinguished, subordinated or impaired.
6. Any easements or servitudes appearing in the public records. This Commitment/Policy insures against any actual loss or damage in the event that the improvements encroach upon the easements.
7. As to Tract 2, subject to Right of Way Permit by and between Liberty Savings Bank and Western Kentucky Gas Company, dated May 18, 1983, recorded May 19, 1983, at 2:30 p.m., and of record in Miscellaneous Book X-5, Page 685, Graves County Court Clerk's Office. A copy is attached.
8. As to Tract 2, 3 and 5, subject to the original Plat of the City of Mayfield, Kentucky.
9. As to Tract 4, subject to Plat of Survey of record in Deed Book 291, Page 743, Graves County Court Clerk's Office. A copy is attached.
10. As to Tract 5, subject to Plat of Survey of record in Deed Book 323, Page 713, Graves County Court Clerk's Office. A copy is attached.

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11. As to Tract 6, subject to Plat of Survey of record in Deed Book 347, Page 21, Graves County Court Clerk's Office. A copy is attached.
12. As to Tracts 2, 3, 4, 6 and 7, subject to Plat of Survey of record in Plat Cabinet C, Slide 251, Graves County Court Clerk's Office. A copy is attached.
13. Subject to Affidavit of Keith B. Pressley, Senior Vice President of both Regions Bank and Union Planters Bank, National Association, dated June 22, 2005, recorded June 29, 2005, at 12:20 p.m., and of record in Miscellaneous Book X-15, Page 82, Graves County Court Clerk's Office, regarding the chain of merger certificates by and between those entities and Liberty Savings Bank. A copy is attached.
14. Subject to Articles of Merger by and between Liberty Savings Bank and LSB Bank, Inc., recorded December 8, 1983, at 12:46 p.m., and of record in Articles Book 7, Page 651, Graves County Court Clerk's Office, wherein Liberty Savings Bank merged with LSB Bank, Inc. and was thereafter known as Liberty Savings Bank. A copy is attached.
15. Subject to Right-of-Way Permit by and between Liberty Savings Bank and Western Kentucky Gas Company, dated May 24, 1983, recorded May 25, 1983, at 1:55 p.m., and of record in Miscellaneous Book X-5, Page 686, Graves County Court Clerk's Office. A copy is attached.
16. As to Tracts 2 and 5, subject to title Affidavit recorded January 3, 1990, at 10:00 a.m., and of record in Deed Book 323, Page 710, Graves County Court Clerk's Office.
17. Ad valorem property taxes payable at the Office of the Sheriff of Graves County, Kentucky for the year 2018 and all prior years have been paid. The 2018 county property taxes were paid as follows:
 - (a) Tract 1 – Map Number 203.00.13.018.00 – paid on October 12, 2018, in the amount of \$80.47 (face amount \$82.11);
 - (b) Tract 2 – Map Number 203.00.24.005.01 – paid on October 12, 2018, in the amount of \$65.09 (face amount \$66.42);
 - (c) Tract 3 – Map Number 203.00.24.003.00 – paid on October 12, 2018, in the amount of \$81.38 (face amount \$83.04);
 - (d) Tract 3 – Map Number 203.00.24.004.00 – paid on October 12, 2018, in the amount of \$81.38 (face amount \$83.04);
 - (e) Tract 4 – Map Number 203.00.24.002.01 – paid on October 12, 2018, in the amount of \$62.19 (face amount \$63.46);
 - (f) Tract 5 – Map Number 203.00.24.005.00 – paid on October 12, 2018, in the amount of \$2,965.28 (face amount \$3,025.80);

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- (g) Tract 6 – Map Number 203.00.24.002.00 – paid on October 12, 2018, in the amount of \$90.40 (face amount \$92.25); and
- (h) Tract 7 – Map Number 203.00.24.012.01 – paid on October 15, 2018, in the amount of \$79.56 (face amount \$81.18).

Ad valorem property taxes payable at the Office of the Sheriff of Graves County, Kentucky for the year 2019 constitute a lien against the subject real estate but are not yet due and payable and are not yet ascertainable.

18. Ad valorem property taxes payable at the Office of the Clerk of the City of Mayfield, Kentucky for the year 2018 and all prior years have been paid. The 2018 city property taxes were paid as follows:

- (a) Tract 1 – Map Number 203.00.13.018.00 – paid on November 13, 2018, in the amount of \$224.94;
- (b) Tract 2 – Map Number 203.00.24.005.01 – paid on December 7, 2018, in the amount of \$181.98;
- (c) Tract 3 – Map Number 203.00.24.003.00 – paid on December 7, 2018, in the amount of \$227.47;
- (d) Tract 3 – Map Number 203.00.24.004.00 – paid on December 7, 2018, in the amount of \$227.47;
- (e) Tract 4 – Map Number 203.00.24.002.01 – paid on November 13, 2018, in the amount of \$173.89;
- (f) Tract 5 – Map Number 203.00.24.005.00 – paid on December 7, 2018, in the amount of \$8,290.20;
- (g) Tract 6 – Map Number 203.00.24.002.00 – paid on November 13, 2018, in the amount of \$252.75; and
- (h) Tract 7 – Map Number 203.00.24.012.01 – paid on December 7, 2018, in the amount of \$222.42.

Ad valorem property taxes payable at the Office of the Clerk of the City of Mayfield, Kentucky for the year 2019 constitute a lien against the subject real estate but are not yet due and payable and are not yet ascertainable.

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EXHIBIT "A"

TRACT 1:

One house and lot in North Mayfield, Kentucky, resident No. 121 West North Street, corner of West North and North 8th Streets. Said lot fronts south on West North Street 87-1/2 feet, and extends back north along the east line of North 8th Street 112 feet.

Tract 1 is being the same real property conveyed to Liberty Savings Bank, by General Warranty Deed from Ralph H. Duncan and wife, Virginia C. Duncan, dated January 15, 1970, recorded January 20, 1970, and of record in Deed Book 218, Page 649, Graves County Court Clerk's Office.

TRACT 2:

Being ten feet off the north side of the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

"Being a part of lots number 12 and 13 as shown on the original plat of the City of Mayfield, Kentucky, and commencing at the southeast corner of the hotel alley that runs on the north side of the hotel property, thence north with 7th Street, one-half the distance of said lot, 80 feet, thence west 135 feet more or less to an alley, thence south 80 feet to said alley, thence east 135 feet more or less to 7th Street, the beginning point, and the same being in the southeast corner of what is known as the J. L. Dismukes, Sr. home place, and fronting east on 7th Street, one-half of said lot, supposed to be 80 feet and running back thence west 135 feet more or less to an alley mentioned in deed from Mamie Harris to J. L. Dismukes."

The real estate conveyed herein is bounded on the north by real estate owned by Guy Whittemore which is on this date being conveyed to the Liberty Savings Bank, Mayfield, Kentucky, on the east by North 7th Street on the west and south by real estate leased to the Liberty Savings Bank by J. W. Yates and wife, Jesse Yates, and is identified as 121 North 7th Street, Mayfield, Kentucky.

Tract 2 is being the same real property conveyed to Liberty Savings Bank, by General Warranty Deed from Jesse Lee Yates and J. W. Yates, her husband, dated December 29, 1972, recorded January 2, 1973, and of record in Deed Book 236, Page 195, Graves County Court Clerk's Office.

TRACT 3:

Being a part of Lot No. 13 as shown on the plat of the original City of Mayfield, Kentucky, and situated at the corner of North and North Seventh Streets, fronting east on Seventh Street 80 feet and running back west the same width 78 1/2 feet, more or less, and including the space of ground between the concrete walk on the east side of the lot where Mamie

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Harris formerly resided, and being what was formerly known as the Mayfield Elk's Home Association, Inc.

ALSO THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

One lot in Mayfield, Graves County, Kentucky, facing north on West North Street in said City and lying between 7th and 8th Streets, and more particularly described as follows:

Beginning at the intersection of the south line of North Street, Mayfield, Kentucky, and the east line of the 10-foot alley described in deed from J. L. Dismukes and J. T. Dismukes to Mamie Harris of date December 18, 1919, recorded in Deed Book 43, page 220, Graves County Court Clerk's Office; running thence with the south line of West North Street east 56 ½ feet, more or less, to the northwest corner of the lot deeded by Mayfield Elk's Home Ass'n. to R. N. Maddox, deed of date December 23, 1935, of record in Deed Book 108, page 297, Graves County Court Clerk's Office; thence with the west line of said Maddox lot 80 feet, more or less, to the southwest corner of said Maddox lot; thence west, parallel with the south line of North Street, 56 ½ feet, more or less, to the east line of the 10-foot alley aforesaid; thence north with the east line of said 10-foot alley, 80 feet, more or less, to the point of beginning.

Tract 3 is being the same real property conveyed to Liberty Savings Bank, by General Warranty Deed from Guy Whittemore and wife, Christine Whittemore, dated December 29, 1972, recorded December 29, 1972, and of record in Deed Book 236, Page 170, Graves County Court Clerk's Office.

TRACT 4:

Beginning at an iron pipe located 7.9 feet south of the back of the street curb on the south side of West North Street (said iron pipe being 152.25 feet easterly of the back of the street curb on the east side of North 8th Street); thence easterly (and along a line which is 7.9 feet south of – and parallel to – the back of the street curb on the south side of West North Street), 29.7 feet to another iron pipe which is located 135 feet westerly of the back of the street curb on the west side of North 7th Street; thence southerly (and parallel to the back of the street curb on the west side of North 7th Street) 159.3 feet to a point (at a metal reinforcing rod) which is 148.5 feet north of the building line on the north side of West Broadway; thence westerly along a line 148.5 feet north of (and parallel to) the building line on the north side of West Broadway, 75.47 feet to a point (at a metal reinforcing rod) which is located 105.83 feet east of the back of the street curb on the east side of North 8th Street; thence northerly and parallel to the back of the street curb on the east side of North 8th Street, 76 feet to a railroad spike; thence easterly and parallel to the back of the street curb on the south side of West North 46.42 feet to a metal reinforcing road; thence northerly and parallel to the back of the street curb on the east side of North 8th Street, 82.3 feet to the point of beginning.

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Tract 4 is being the same real property conveyed to Liberty Savings Bank, by General Warranty Deed from William W. Robertson and wife, Dorothy Robertson, dated October 4, 1983, recorded October 10, 1983, at 1:35 p.m., and of record in Deed Book 291, Page 742, Graves County Court Clerk's Office.

TRACT 5:

Being a part of Lot No. 13 as shown on the original plat of the City of Mayfield, and more particularly being 70 feet off the south end of the 80 foot lot that was conveyed to Jesse Lee Yates and husband, J. W. Yates, by R. H. Robertson, et al, on the 3rd day of August, 1949, and recorded in Deed Book 145, Page 314, and said 70 feet is more particularly described as follows: Beginning at a point in the west line of North 7th Street, said point being located due North along the west line of North 7th Street 149.50 feet from the north line of West Broadway, and running thence due North along the west line of North 7th Street 70.00 feet; thence S. 89° 29' 02" W 124.00 feet; thence due South 70.00 feet; thence N 89° 29' 02" E 124.00 feet to the point of beginning.

This legal description was taken from a minor plat prepared by Howard E. Duncan, Registered Land Surveyor No. 973, dated December 13, 1989.

Tract 5 is being the same real property conveyed to Liberty Bank and Trust Co., Inc., by General Warranty Deed from Jesse Lee Yates, widow and unmarried, dated January 2, 1990, recorded January 3, 1990, at 11:05 a.m., and of record in Deed Book 323, Page 712, Graves County Court Clerk's Office.

TRACT 6:

A 0.12 acre parcel of land as per January 1994 survey of Art Travis, KLS #1933; and generally located on the south side of North Street between 7th Street and 8th Street in the Mayfield community of Graves County, Kentucky;

And more particularly described as beginning at the northwest corner of the property herein conveyed; said corner being an existing ¾" iron pipe found 27 feet south of the centerline of North Street on the south side of an existing sidewalk; said iron pipe being 112 feet east of the centerline of North 8th Street; said point of beginning being the northeast corner of the Myers Lumber Company property as described in Deed Book 297, page 179; thence, North 88 deg. 43' 11" East - - 64.13 feet along the south right-of-way of North Street to an existing ¾" iron pipe at the northwest corner of the Liberty Bank property as described in Deed Book 291, page 742; thence, South 00 deg. 44' 39" East - - 82.34 feet to an existing ¾" iron pipe at a common corner with the Liberty Bank property; thence, South 88 deg. 43' 11" West - - 64.13 feet to a ½" round steel pin set at the northeast corner of other Liberty Bank property as described in Deed Book 236, page 195; thence, North 00 deg. 44' 15" East - - 82.34 feet along the east line of the previously mentioned Myers Lumber Company to the point of beginning.

The above legal description is a new legal description as prepared by Art Travis, RLS #1933, from survey of said property dated January 1994.

Tract 6 is being the same real property conveyed to Liberty Bank & Trust Company, by General Warranty Deed from William Wright Robertson and wife, Dorothy B. Robertson, dated February 4, 1994, recorded February 25, 1994, at 5:44 p.m., and of record in Deed Book 347, Page 20, Graves County Court Clerk's Office.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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TRACT 7:

A certain tract of land located on the East side of North 8th Street in the City of Mayfield in Graves County, Kentucky, and more particularly described as follows:

Unless stated otherwise, all iron pins referred to as set is a 5/8" diameter iron pin, 18" long with a yellow plastic cap stamped R.T. Carter, PLS 1982. All bearings stated herein are magnetic and referenced to a reading taken in the field on June 27, 2011.

Beginning at an iron pin set in the East right of way line of North 8th Street (said right of way herein taken to be 33 feet from the centerline) and the South line of the Mayfield Tourism Commission (Deed Book 362, Page 801, in the office of the Clerk of Graves County, Kentucky); thence with the South line of Mayfield Tourism Commission (Deed Book 362, Page 801, aforesaid), South 89 degrees 19 minutes 18 seconds East 78.86 feet to an iron pin set at the Southwest corner of Liberty Bank & Trust Company (Deed Book 347, Page 20, in the office aforesaid); thence with the South line of the Liberty Bank & Trust Company (Deed Book 347, Page 20, aforesaid), South 88 degrees 01 minute 00 seconds West 17.02 feet to an existing 1-1/2" iron pipe at the Northeast corner of the parent tract; thence with the East line of the parent tract, South 0 degrees 21 minutes 50 seconds West 31.19 feet to an iron pin set at the Northeast corner of HGDS Investments, LLC (Deed Book 458, Page 180, in said office); thence with the North line of HGDS Investments, LLC (Deed Book 458, Page 180, in said office), North 89 degrees 58 minutes 17 seconds West 13.76 feet to an existing 7/8" iron pipe at the Northeast corner of HGDS Investments, LLC (Deed Book 449, Page 678, in said office); thence with the North line of HGDS Investments, LLC (Deed Book 449, Page 679, aforesaid), North 89 degrees 58 minutes 17 seconds West 82.80 feet to an iron pin set in the East right of way line of North 8th Street; thence with said right of way, North 1 degree 36 minutes 47 seconds East 31.50 feet to the point of beginning, containing 0.07 acre, more or less, according to a survey recorded in Plat Cabinet C, Slide 251, in the office of the Clerk aforesaid, prepared by Richard T. Carter, KY PLS 1982, in June and July, 2011.

Tract 7 is being the same real property conveyed to Regions Bank, by General Warranty Deed from William L. Bryan, a married man; Mary V. Bryan, a married woman; and J. Spence McKelvey, Jr., an unmarried man, dated September 1, 2011, recorded September 22, 2011, at 3:35 p.m., and of record in Deed Book 469, Page 633, Graves County Court Clerk's Office.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].

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WARRANTY DEED

For and in consideration of the sum of TWENTY-ONE THOUSAND and no/100 DOLLARS (\$21,000.00 Cash in hand paid, the receipt of which is hereby acknowledged, \$21,000.00

We, Ralph H. Duncan and wife, Virginia C. Duncan,

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to Liberty Savings Bank, Mayfield, Kentucky, in fee simple

the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

One house and lot in North Mayfield, Kentucky, resident No. 121 West North Street, corner of West North and North 8th Streets. Said lot fronts south on West North Street 87-1/2 feet, and extends back north along the east line of North 8th Street 112 feet.

Being the same real estate conveyed to Ralph H. Duncan and wife, Virginia C. Duncan, by deed dated the 20th day of June, 1968, and recorded in Deed Book 211, Page 20, in the Graves County Court Clerk's Office.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee...
its... heirs and assigns forever.
successors

~~* This being recorded in the real estate records conveyed to secure payment of the unpaid purchase price.~~

Words used herein in the singular shall, when appropriate, include the plural and the plural to mean the singular;
also any gender used herein shall, when appropriate, be construed to mean and refer to any other gender.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquished our respective rights to curtesy or dower and
homestead exemptions in and to said real estate this the 15th day of January, 1970

Ralph H. Duncan
Virginia C. Duncan

THIS DEED PREPARED BY:

Charles M. Chaney
~~Canon Hubert M.~~ Charles M. Chaney
Attorney at Law
Mayfield, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sct.

I, Charles M. Chaney, a notary public in and for the state and county aforesaid do
certify that the foregoing deed was this day produced to me in my county and acknowledged by
Ralph H. Duncan and wife, Virginia C. Duncan,

to be their free act and deed. Witness my hand this the 15th day of January, 1970
My Commission expires



Charles M. Chaney
Notary Public, State at Large, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sct.

I, R B Huie, clerk of
the county court in and for the state and county
aforesaid do certify that this deed was lodged
in my office for record on the 20th
day of January, 1970, duly taxed
\$21.00 and the same and the foregoing
and this certificate have been duly recorded in
deed book 218 page 649 in the
Graves County Court Clerk's office this the 21st
day of January, 1970

R B Huie, Clerk
By *Jean Huie*, D. C.

WARRANTY DEED

For and in consideration of the sum of \$21,000.00
in hand paid, the receipt of which is hereby acknowledged, and

I, We, Joseph Martin Tripp, Sr., a single person

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to
Ralph H. Duncan and wife, Virginia C. Duncan, jointly as life tenants with
the remainder in fee simple to the survivor of them

the following described real estate lying in Mayfield Graves County, Kentucky, viz:

One house and lot in North Mayfield, Kentucky-Residence No. 121 West North
Street, corner of West North and North 8th Streets. Said lot fronts south
on West North Street 87 1/2 feet, and extends back north along the east line
of North 8th Street 112 feet - and being the homeplace where said Mollie
L. Dismukes resided at the time of her death.

John W. Landrum and others conveyed all their right, title, and interest
in the above described real estate to Jeanette Landrum Tripp by deed dated
April 15, 1953, recorded April 15, 1953, in Deed Book 154, Page 564,
Graves County Court Clerk's Office. Jeanette Landrum Tripp, also known
as Jeannette Landrum Tripp, died testate a resident of Graves County,
Kentucky, and in her Last Will and Testament probated September 22, 1965,
recorded in Will Book I, Page 223, Graves County Court Clerk's Office,
she devised the real estate described above which was referred to as her
house and lot located at 121 North Street, Mayfield, Kentucky, to her
husband, Joseph Martin Tripp, Sr.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantees, their heirs and assigns forever.

A Lien being retained on the real estate herein conveyed to secure payment of the unpaid purchase price.

Words used herein in the singular shall, when appropriate, include the plural and the plural to mean the singular; also any gender used herein shall, when appropriate, be construed to mean and refer to any other gender.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquished our respective rights to curtesy or dower and homestead exemptions in and to said real estate this the 20 day of June, 1968.

_____ Joseph Martin Tripp, Sr.

THIS DEED PREPARED BY:
Sam Boyd Neely

Sam Boyd Neely, Attorney
Mayfield, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sct.

J. F. York, a notary public in and for the state and county aforesaid do certify that the foregoing deed was this day produced to me in my county and acknowledged by Joseph Martin Tripp, Sr., a single person

to be their free act and deed. Witness my hand this the 20 day of June, 1968.
My Commission expires *Oct. 26, 1968*

J. F. York
Notary Public, Graves County, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sct.

I, *R. B. Hule*, clerk of the county court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the *20th* day of *June*, 1968, *taxed* and the same and the foregoing *\$21.00* and this certificate have been duly recorded in deed book *211* page *20* in the Graves County Court Clerk's office this the *28* day of *June*, 1968.

R. B. Hule, Clerk
By *E. Rowland*, D. C.

WARRANTY DEED

For and in consideration of the sum of Eighteen Thousand Dollars (\$18,000.00) in hand paid, the receipt of which is hereby acknowledged, ~~and~~

We, Jesse Lee Yates and J. W. Yates, her husband,

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to

Liberty Savings Bank, Mayfield, Kentucky (A Kentucky Corporation)
North 7th Street, Mayfield, Kentucky

the following described real estate lying in Mayfield Graves County, Kentucky, viz:

Being ten feet off the north side of the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

" Being a part of lots number 12 and 13 as shown on the original plat of the City of Mayfield, Kentucky, and commencing at the south-east corner of the hotel alley that runs on the north side of the hotel property, thence north with 7th Street, one-half the distance of said lot, 80 feet, thence west 135 feet more or less to an alley, thence south 80 feet to said alley, thence east 135 feet more or less to 7th Street, the beginning point, and the same being in the south-east corner of what is known as the J. L. Dismukes, Sr. home place,

and fronting east on 7th Street, one-half of said lot, supposed to be 80 feet and running back thence west 135 feet more or less to an alley mentioned in deed from Mamie Harris to J. L. Dismukes."

The real estate conveyed herein is bounded on the north by real estate owned by Guy Whittemore, which is on this date being conveyed to the Liberty Savings Bank, Mayfield, Kentucky, on the east and south by North 7th Street, on the west/by real estate leased to the Liberty Savings Bank by J. W. Yates and wife, Jesse Yates, and is identified as 121 North 7th Street, Mayfield, Kentucky.

The grantors hereby certify that the boundaries as set out in this deed existed and were occupied as such prior to June 16, 1966.

Being a portion of the same real estate conveyed to Jesse Lee Yates and husband, J. W. Yates by deed from William W. Robertson and others, dated September 17, 1949, recorded September 17, 1949, in Deed Book 145, page 314, Graves County Court Clerk's Office.

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TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantees, its heirs and assigns forever.
SUCCESSORS

~~A lien being retained on the real estate herein conveyed to secure payment of the unpaid purchase price.~~

Words used herein in the singular shall, when appropriate, include the plural and the plural to mean the singular; also any gender used herein shall, when appropriate, be construed to mean and refer to any other gender.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquished our respective rights to curtesy or dower and homestead exemptions in and to said real estate this the 29th day of December, 1972

Jesse Lee Yates
J. W. Yates

THIS DEED PREPARED BY:

Sam Boyd Neely
Sam Boyd Neely, attorney
Mayfield, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } *Sci.*

Sam Boyd Neely a notary public in and for the state and county aforesaid do certify that the foregoing deed was this day produced to me in my county and acknowledged before me by

Jesse Lee Yates and husband, J. W. Yates

to be their free act and deed. Witness my hand this the 29th day of December, 1972
My Commission expires

January 26, 1975

Sam Boyd Neely
Notary Public, Graves County, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } *Sci.*

I, R. B. HUIE, clerk of the county court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the 2nd day of January, 1973 taxed duly stamped \$ 18.00 and the same and the foregoing and this certificate have been duly recorded in deed book 236 page 195 in the Graves County Court Clerk's office this the 8th day of January, 19 73

R. B. HUIE, Clerk
By *R. B. Huie*, D. C.

STATE OF KENTUCKY,)
 : Sect.
COUNTY OF GRAVES,)

TR2

I, Nathan Yates, clerk of the county court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the 17 day of September, 1949, duly stamped \$4.40 and the same and the foregoing and this certificate have been duly recorded in deed book 145 page 313 in the Graves County Court Clerk's office this the 19 day of September, 1949.

NATHAN YATES, Clerk

By Paul W. Huling, D.C.

R. H. Robertson, et al. to J W Yates

For the consideration of the sum of \$1.00 & other valuable consideration all cash in hand paid, the receipt of which is hereby acknowledged,

We, R. H. Robertson and wife Edith Robertson, Wm. W. Robertson and wife Dorothy Robertson, Alfred P. Robertson single, Linda Robertson Overton and husband Arthur S. Overton, Matilda Robertson Wright and husband William H. Wright have sold and hereby convey with covenant of GENERAL WARRANTY, to JESSE LEE YATES and husband J W Yates, jointly as life tenants, and remainder in fee to the survivor, the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

Being part of lots No 12 and 13 as shown on the original plat of the City of Mayfield Ky., and commencing at the south east corner of the Hotel alley that runs on the north side of the Hotel Hall property, thence north with Seventh St., 1/2 of the distance of said lot 80 feet, thence west 135 feet more or less to alley, thence south 80 feet to said alley, thence east 135 feet more or less to Seventh St., the beginning point, and the same being in the south east corner of what is known as J. L. Dismukes Sr., Home place, and fronting east on Seventh St., 1/2 of said lot supposed to be 80 feet and running back thence west 135 feet more or less to an alley mentioned in deed from Mamie Harris to J. L. Dismukes

Being same to which the grantors herein, R. H. Robertson, Wm. W. Robertson, Alfred P. Robertson, Linda Robertson Overton, and Matilda Robertson Wright together with respective spouses herein named, derived title by inheritance from their mother, Mattie Robertson, as shown in affidavit of descent of record in D.B. 122 page 86 of the Graves County Court Clerk's Office.

The grantee herein takes possession immediately on delivery of this deed but subject to any rent contract or lease of said premises or any part of same, now in effect.

Being the same real estate conveyed to R. D. Robertson by Jno. L. Dismukes on the 10 day of December, 1918, recorded in deed book 62 page 476 in the Graves County Court Clerk's Office. TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee their heirs and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquishing our respective rights to courtesy or dower and homestead exemptions in and to said real estate this the 3 day of August, 1949.

- | | |
|------------------------|------------------------------|
| ✓ Linda R. Overton | ✓ Arthur S. Overton |
| ✓ Alfred P. Robertson | 16100 Bentler Detroit, Mich. |
| ✓ Matilda R. Wright | ✓ William H. Wright |
| ✓ H. R. Robertson | ✓ Edith H. Robertson |
| ✓ William W. Robertson | ✓ Dorothy Robertson |

FOR AFFIDAVIT SEE AB 323
Page 710. 1-3-70

ATTEST GLEN BRUCE
GRAVES COUNTY CLERK
BY Glen Bruce DC

STATE OF KENTUCKY,)
 : Sect.
COUNTY OF GRAVES,)

I, Nathan Yates, Clerk of the County Court in and for the state and county aforesaid do certify that the foregoing deed was produced to me in my county and acknowledged by H. R. Robertson & wife Edith Robertson and by William W. Robertson & wife Dorothy Robertson to be their free act and deed.

Witness my hand this the 17 day of September, 1949.

NATHAN YATES, Clerk
By O L Mason, D. C.

State of Tennessee)
) ss
County of Davidson)

I, Joe C. Combs, a Notary Public, in and for the State and County aforesaid, do certify that the foregoing deed was produced to me in my county and acknowledged before me by Linda Robertson Overton and husband Arthur S. Overton to be their free act and deed;

Witness my hand this the 8 day of August, 1949.

Joe C. Combs, Notary Public
Davidson County, Tennessee

My commission as Notary Public expires the 6 day of July, 1950.

(S E A L)

State of Michigan,)
)
County of Wayne)

I, E E Rhodes, a Notary Public in and for the state and county aforesaid do certify that this foregoing deed was produced to me in my county and acknowledged before me by Alfred P Robertson, single to be his free act and deed. Witness my hand this 3rd day of September, 1949.

E. E. Rhodes, Notary Public
Wayne County, Michigan

My commission as Notary Public expires 1st day of July, 1950.

(S E A L)

State of Georgia
County of Richmond

I, L L Terry, a Notary Public, in and for the state and county aforesaid, do certify that the foregoing deed was produced to me in my county and acknowledged before me by Matilda Robertson Wright & husband William H Wright to be their free act and deed.

Witness my hand this 14 day of Sept., 1949.

L. L. Terry, Notary Public
Georgia, State at Large

My commission expires Feb. 13, 1950

(S E A L)

STATE OF KENTUCKY,)
 : Sect.
COUNTY OF GRAVES,)

I, Nathan Yates, Clerk of the county court in and for the state and county aforesaid, do certify that this deed was lodged in my office for record on the 17 day of September, 1949, duly stamped \$28.60 and the same and the foregoing and this certificate have been duly recorded in deed book 145 page 314 in the Graves County Court Clerk's office this the 19 day of September, 1949.

NATHAN YATES, Clerk

By *Oliver L. Mason*, D.C.

All the notes described in this deed in my favor have been paid and the lien retained herein to secure same is released to that extent this day of Jan 1975

ATTEST, C. W. HARRIS, CLERK
GRAVES COUNTY COURT

BY B. Johnson D. Cl

236x

Guy Whittemore
Christine Whittemore

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WARRANTY DEED

For and in consideration of the sum of \$90,000.00, the full consideration for this conveyance, payable as follows: \$26,100.00 in hand paid, the receipt of which is hereby acknowledged, and one note of even date herewith in the sum of \$63,900.00 executed by the grantee herein, LIBERTY SAVINGS BANK (a Kentucky corporation), Mayfield, Kentucky, payable to the order of GUY WHITTEMORE as follows: \$26,100.00 shall become due and payable on January 2, 1973; \$18,900.00 shall become due and payable on January 2, 1974; and the final installment of \$18,900.00 shall become due and payable on January 2, 1975; this note bears interest at the rate of seven per cent (7%) per annum from date until paid on the unpaid principal balances and the said interest shall be payable annually at the same times the above mention principal installments become due and payable,

We, Guy Whittemore and wife, Christine Whittemore,

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to LIBERTY SAVINGS BANK (a Kentucky corporation), Mayfield, Kentucky,

the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

Being a part of Lot No. 13 as shown on the plat of the original City of Mayfield, Kentucky, and situated at the corner of North and North Seventh Streets, fronting east on Seventh Street 80 feet and running back west the same width 78½ feet, more or less, and including the space of ground between the concrete walk on the east side of the lot where Mamie Harris formerly resided, and being what was formerly known as the Mayfield Elk's Home Association, Inc.

Being the same real estate conveyed to Guy Whittemore by R. N. Maddox and wife, Treva M. Maddox, by deed dated April 2, 1943, of record in Deed Book 126, page 88, Graves County Court Clerk's Office.

ALSO THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

One lot in Mayfield, Graves County, Kentucky, facing north on West North Street in said City and lying between 7th and 8th Streets, and more particularly described as follows:

Beginning at the intersection of the south line of North Street, Mayfield, Kentucky, and the east line of the 10-foot alley described in deed from J. L. Dismukes and J. T. Dismukes to Mamie Harris, of date December 18, 1919, recorded in Deed Book 43, page 220, Graves County Court Clerk's Office; running thence with the south line of West North Street east 56½ feet, more or less, to the northwest corner of the lot deeded by Mayfield Elk's Home Ass'n. to R. N. Maddox, deed of date December 23, 1935, of record in Deed Book 108, page 297, Graves County Court Clerk's Office; thence with the west line of said Maddox lot 80 feet, more or less, to the southwest corner of said Maddox lot; thence west, parallel with the south line of North Street, 56½ feet, more or less, to the east line of the 10-foot alley aforesaid; thence north with the east line of said 10-foot alley, 80 feet, more or less, to the point of beginning.

Being the same real estate conveyed to Guy Whittemore by Linda Overton and husband, A. S. Overton, by deed dated March 17, 1944, of record in Deed Book 129, page 95, Graves County Court Clerk's Office.

The grantee herein agrees to keep the buildings on the above described real estate insured against loss by fire, windstorm and tornado, with loss payable clause in favor of Guy Whittemore, in an amount at least equal to the above indebtedness, and in the event of its failure to insure said property, the holder of said note may insure same and add the cost thereof to the above indebtedness, and any amounts so expended shall be secured by the lien herein retained.

It is understood that this conveyance is subject to any rights of the tenants who are renting the apartment building situated on same and subject to a lease in favor of Van Prince on the small building located on said real estate.

For Survey see Slide C-251.
9/23/11

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee..., its successors, heirs and assigns forever.

A lien being retained on the real estate herein conveyed to secure payment of the unpaid purchase price.

Words used herein in the singular shall, when appropriate, include the plural and the plural to mean the singular; also any gender used herein shall, when appropriate, be construed to mean and refer to any other gender.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquishing our respective rights to curtesy or dower and homestead exemptions in and to said real estate this the 29th day of December, 1972.

[Handwritten signature]

.....
.....
.....
.....
.....

THIS DEED PREPARED BY:

WILLIAM H. PARHAM
ATTORNEY AT LAW
MAYFIELD, KENTUCKY

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sec.

I, William H. Parham, a notary public in and for the state and county aforesaid do certify that the foregoing deed was this day produced to me in my county and acknowledged by Guy Whittemore and wife, Christine Whittemore,

to be their free act and deed. Witness my hand this the 29th day of December, 1972.
My Commission expires May 13, 1976.

[Handwritten signature]
Notary Public, Graves County, Kentucky

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sec.

I, R. B. HUIE, clerk of the county court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the 29th day of December, 1972, taxed \$90.00 and the same and the foregoing and this certificate have been duly recorded in deed book 236 page 170 in the Graves County Court Clerk's office this the 3rd day of January 19 73

R. B. HUIE, Clerk

By *[Handwritten signature]*, D. C.

Linda Overton to GUY Whittemore

For the consideration of the sum of Two Thousand dollars paid and to be paid as follows, viz: All cash in hand paid, the receipt of which is hereby acknowledged, and the payment by the grantee to the tax collectors of all taxes for the year 1944 with respect to the land hereinafter described

We, Linda Overton and A S Overton have sold and hereby convey with covenant of GENERAL WARRANTY, to Guy Whittemore of West Viola Ky., the following described real estate lying in District No Graves County, Kentucky, viz:

One lot in Mayfield, Graves County, Kentucky, facing north on West North Street in said City and lying between 7th and 8th streets, and more particularly described as follows:

Beginning at the intersection of the south line of North St, Mayfield, Ky. and the east line of the ten foot alley described in deed from J L Dismukes and J T Dismukes to Mamie Harris of date December 18, 1919 recorded D B 43 page 220 Graves Co Ct Clk's office, running thence with the south line of west north St east 56 1/2 feet, more or less to the north west corner of the lot deeded by Mayfield Elk's Home Assn., to R N Maddox, deed of date December 23, 1935 of record in D B 108 page 297 Graves Co Ct Clk's office; thence with the west line of said Maddox lot 80 feet more or less to the south west corner of said Maddox lot; thence west parallel with the south line of North St, 56 1/2 feet, more or less to the east line of the ten foot alley aforesaid; thence north with the east line of said ten foot alley, 80 feet, more or less to the point of beginning.

Being part of the same property to which the grantor, Linda Overton, derived title by deed to her from William W Robertson; H R Robertson, Edith Robertson, Matilda Wright, Wm H Wright, and Alfred Robertson of date October 7, 1941, of record in D B 122 page 85, Graves County Court Clerk's office.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee his heirs and assigns forever.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquishing our respective rights to courtesy or dower and homestead exemptions in and to said real estate this the 17 day of March, 1944.

Linda R Overton
Arthur S Overton

STATE OF TENNESSEE
COUNTY OF DAVIDSON, SCT.

I, the undersigned, in and for the state and county aforesaid do certify that the foregoing deed was produced to me in my county and acknowledged by Linda Overton & husband A S Overton to be their free act and deed. Witness my hand this the 21 day of March, 1944.

SEAL

W J Hubbard, Notary Public
My commission expires 10-8-44

STATE OF KENTUCKY
COUNTY OF GRAVES, SCT.

I, Nathan Yates, Clerk of the county court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the 29 day of March, 1944, duly stamped \$2.20 and the same and the foregoing and this certificate have been duly recorded in deed book 129 page 95 in the Graves County Court Clerk's office this the 30 day of March 1944.

NATHAN YATES, CLERK
BY: *Farrand H. Brown* DC

GENERAL WARRANTY DEED

For the sum of \$4,300.00 cash in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the grantee herein paying a promissory note dated this date in the principal sum of \$12,900.00 bearing interest at the rate of six per cent (6%) per annum to be paid in three installments of \$4,300.00 plus accrued interest with payments being made respectively on January 2, 1984, January 2, 1985, and on January 2, 1986, the total consideration for this conveyance being \$17,200.00, we, William W. Robertson and wife, Dorothy Robertson, have sold and hereby convey with covenant of GENERAL WARRANTY to Liberty Savings Bank, 117 North Seventh Street, Mayfield, Kentucky, the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

Beginning at an iron pipe located 7.9 feet south of the back of the street curb on the south side of West North Street (said iron pipe being 152.25 feet easterly of the back of the street curb on the east side of North 8th Street); thence easterly (and along a line which is 7.9 feet south of - and parallel to - the back of the street curb on the south side of West North Street), 29.7 feet to another iron pipe which is located 135 feet westerly of the back of the street curb on the west side of North 7th Street; thence southerly (and parallel to the back of the street curb on the west side of North 7th Street) 159.3 feet to a point (at a metal reinforcing rod) which is 148.5 feet north of the building line on the north side of West Broadway; thence westerly along a line 148.5 feet north of (and parallel to) the building line on the north side of West Broadway, 75.47 feet to a point (at a metal reinforcing rod) which is located 105.83 feet east of the back of the street curb on the east side of North 8th Street; thence northerly and parallel to the back of the street curb on the east side of North 8th Street, 76 feet to a railroad spike; thence easterly and parallel to the back of the street curb on the south side of West North 46.42 feet to a metal reinforcing rod; thence northerly and parallel to the back of the street curb on the east side of North 8th Street, 82.3 feet to the point of beginning.

Being a part of real estate which William W. Robertson acquired as follows: By inheritance from Mattie Robertson (see Affidavit of Descent at Deed Book 122, page 86); by deed from H. R. Robertson et al, dated October 22, 1941, and recorded at Deed Book 122, page 92; by deed from Mollie Dismukes, dated August 30, 1949, and recorded at Deed Book 146, page 343; and by deed from Linda Overton et al, dated December 12, 1955, and recorded at Deed Book 160, page 572. All recordings above specified are in the office of the Graves County Clerk.

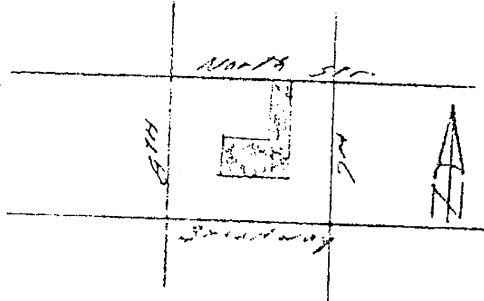
A minor plat of said property prepared by Howard Duncan, Registered Land Surveyor 973, is attached hereto and made a part hereof.

A lien is being retained on the real estate herein

For Survey see Slide C-251. 9/22/11

291x
742

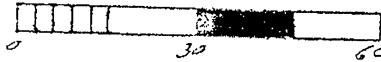
LOCATION MAP



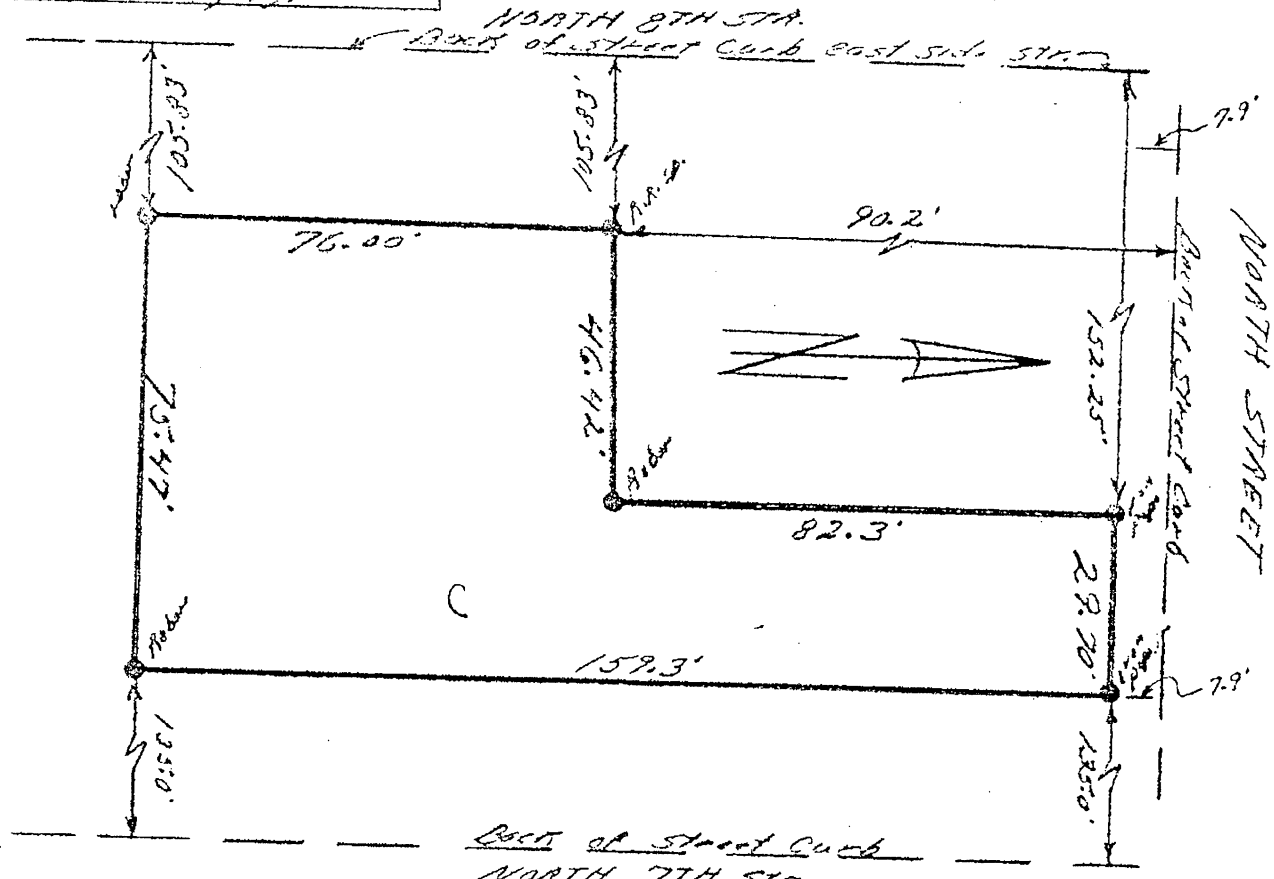
LEGEND

- = Iron Marker
- = Conc. Marker

GRAPHIC SCALE



MAYFIELD, KY.



This plot prepared from my original survey dated 7-26-1983

OWNER'S CERTIFICATION

I (we) do hereby certify that I (we) the only owners of record of the property platted herein, said property being recorded in _____ book _____, page _____ and _____ book _____, page _____ in the Graves County Clerk's Office, and do hereby adopt this as my (our) record plat for this property; and do hereby dedicate the streets and any other space so indicated to public use.

Date
X _____
Owner's Signature

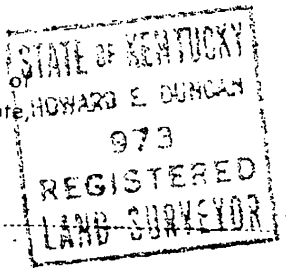
Date
X _____
Owner's Signature

ENGINEER'S OR LAND SURVEYOR'S CERTIFICATION

I do hereby certify that this record plat was prepared under my direction and that the best of my knowledge and belief the boundaries of the property being subdivided are true and accurate and all applicable requirements of the Subdivision Regulations have been met.

9/27/1983
Date

Engineer's Signature



PLANNING COMMISSION STAFF

I hereby certify that the monuments indicated on the above plat actually exist and all other information shown hereon is in accordance with current subdivision regulations.

9-29-83
Date

Staff

COMMISSION'S CERTIFICATION

We do hereby certify that this record plat has met the regulations of the Mayfield Planning Commission, and is now eligible for recording.

9-30-83
Date

Chairman
Mayfield Planning Commission.

HOWARD E. DUNCAN & ASSOCIATES
ENGINEERS & SURVEYORS
MAYFIELD, KENTUCKY 42066

FILE NO.	DRAWN	CHECKED	SCALE	DATE
L-8	HD	HD	1"=30'	9/27/1983

conveyed to secure payment. 1983 ad valorem taxes shall be prorated between the parties as of this date.

TO HAVE AND TO HOLD the said real estate and appurtenances thereunto belonging unto the said grantee, its successors and assigns forever.

In witness whereof we have hereunto set our hands, relinquishing our respective rights to curtesy or dower and homestead exemptions in said real estate, this the 4th day of October, 1983.

This instrument was prepared by Gayle B. Robbins, Attorney ROBBINS, ROBBINS & STRATTON 127 South Seventh Street Mayfield, Kentucky 42066

William W. Robertson
William W. Robertson

Gayle B. Robbins

Dorothy Robertson
Dorothy Robertson

ACKNOWLEDGMENT

STATE OF KENTUCKY,
COUNTY OF GRAVES.

I, the undersigned, notary public in and for the state and county aforesaid, hereby certify that the foregoing deed was produced to me in my county and acknowledged before me by William W. Robertson and wife, Dorothy Robertson, to be their free act and deed.

Witness my hand, this 4th day of October, 1983.

Freda M. Wyatt
Notary Public, State-at-Large, KY, Graves Co.
My commission expires 2-14-85

STATE OF KENTUCKY
COUNTY OF GRAVES, set

I, Glen Bruce, Clerk of the County Court in and for the State of Kentucky, aforesaid, do hereby certify that this instrument was lodged in my office for record on the 10th day of October 1983, at 1:30 o'clock PM and the same and the foregoing and the certificate have been duly recorded in Deed Book 291, page 743 in the Graves County Court Clerk's Office this the 11 day of October 1983.

GLEN BRUCE, CLERK
BY Glen Bruce, D.C. **744**

For the consideration of the sum of One Dollars
~~paid and to be paid as follows, viz~~ and other good and valuable consideration ~~---~~ Dollars
in hand paid, the receipt of which is hereby acknowledged, ~~and~~

We, Linda Overton and husband, Arthur Overton

have sold and hereby convey with covenant of GENERAL WARRANTY, to William W Robertson

The following described real estate lying in ~~Distric~~ Mayfield Graves County, Kentucky, viz:

All my right, title and interest in and to a 10 foot alley running south from
the south line of North Street in Mayfield, Kentucky, between Seventh and Eighth
Streets, said alley lying between the William W Robertson lot and the Guy White-
more lot and extending south to the south line of the William W Robertson lot.

Being a part of the same real estate conveyed to Linda Overton by H R Robert-
son et al, by deed dated October 7, 1941, recorded in Deed Book 122, page 85,
Graves County Court Clerk's Office.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantees his
heirs and assigns forever. ~~A lien being retained on the real estate herein conveyed to secure payment of the unpaid~~
~~purchase price.~~ IN WITNESS WHEREOF, We have hereunto set our hands relinquishing our respective rights to curtesy
or dower and homestead exemptions in and to said real estate this the 2nd day of December, 1955.

Linda Overton
Arthur Overton

TENNESSEE
STATE OF ~~KENTUCKY~~ }
COUNTY OF ~~GRAVES~~ } ~~DAVIDSON~~ } Sci.

I, Allen T Guild, Notary Public of Tennessee at Large
in and for the state and county aforesaid
do certify that the foregoing deed was produced to me in my county and acknowledged by Linda Overton and
husband, Arthur Overton, with whom I am personally acquainted,
to be their free act and deed.

Witness my hand this the 2nd day of December, 1955.

SEAL
Allen T Guild
Notary Public State of Tennessee at Large
My commission expires Jan 7 1957, D. C.

STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sci.

I, R. B. Huie, Clerk of the County Court in and for the state and county aforesaid do certify that this deed was
lodged in my office for record on the 14 day of April, 1956, duly stamped
\$ none and the same and the foregoing and this certificate have been duly recorded in deed book 160
page 572 in the Graves County Court Clerk's office this the 16 day of April, 1956.

R. B. HUIE, Clerk

By Jean Johnson D. C.

For the consideration of the sum of - - \$1.00 & other valuable consideration - - Dollars
paid and to be paid as follows viz: - - - - - all cash - - - - - Dollars
in hand paid, the receipt of which is hereby acknowledged.

I, Mollie L. Dismukes, widow of Jno. L. Dismukes

have sold and hereby convey with covenant of GENERAL WARRANTY

to William W. Robertson

The following described real estate lying in District No. Graves County, Kentucky, viz:

My entire interest in the ten foot alley described in deed of J. T. Dismukes and wife Alice Dismukes and Mamie Harris and H. H. Harris to John L. Dismukes (being deed of division among the Heirs of J. L. Dismukes Sr) of date December 18, 1909 of record in D. B. 43 page 216 Graves County Court Clerk's Office, including any title I may have in same and any alley privilege I may own in same.

Said alley is described as beginning at the South west corner of the bus station lot which faces east on Seventh St 80 feet, more or less and runs back west 135 feet; said alley is ten feet wide and runs north from the south west corner of said bus station lot to North Street.

Being same property to which Mollie L. Dismukes derived title by Will of her husband John L. Dismukes in her favor same of date November 4, 1911 of record Will Book "C" page 456 of the Graves County Court Clerk's Office.

TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee, his heirs and assigns forever. A lien being retained on the real estate herein conveyed to secure payment of the unpaid purchase price. IN WITNESS WHEREOF. We have hereunto set our hands, relinquishing our respective rights to curtesy or dower and homestead exemptions in and to said real estate this the 30 day of August, 1949.

Mollie L. Dismukes

STATE OF KENTUCKY, }
COUNTY OF GRAVES. }

Sct.

R B Ligon a Notary Public of Graves County, Ky.

I, Nathan Yates, Clerk of the County Court in and for the state and county aforesaid do certify that the foregoing deed was produced to me in my county and acknowledged by

Mollie L. Dismukes

to be her free act and deed.

Witness my hand this the 30 day of August, 1949.

R B Ligon, Notary Public, Clerk
Graves Co. Ky.
My Commission expires Jan. 5, 1950, D. C.

(S E A L)

STATE OF KENTUCKY, }
COUNTY OF GRAVES. }

Sct.

I, Nathan Yates, Clerk of the County Court in and for the state and county aforesaid do certify that this deed was lodged in my office for record on the 31 day of August, 1949 duly stamped \$ none and the same and the foregoing and this certificate have been duly recorded in deed book 146

page 343 in the Graves County Court Clerk's office this the 1 day of September 1949

NATHAN YATES, Clerk

H R Robertson et al to Wm Wright Robertson

For the consideration of the sum of one dollar cash in hand paid the receipt of which is hereby acknowledged, and other valuable consideration and the division of the real estate owned jointly by the heirs at law of R D & Mattie Robertson, deceased,

We, H R Robertson and wife Edith Robertson, Linda Overton and husband Arthur Overton, Matilda Wright and husband Wm H Wright, Wm W Robertson, single and Alfred P Robertson, single have sold and hereby convey with covenant of general warranty to Wm Wright Robertson an undivided 4/5 interest in and to the following described real estate lying in Mayfield, Graves County, Kentucky, viz: -

Being parts of lots 12 and 13 as shown on the original plat of the City of Mayfield, Kentucky, and beginning at a point 145 feet west of the northeast corner of lot 13, on North street, between 7th and 8th streets; thence south with the west line of a 10 foot alley, 81 1/2 feet; thence west 87 1/2 feet parallel with north street; thence north parallel with alley, 81 1/2 feet to the south line of north street; thence east with south line of north street 87 1/2 feet to the beginning.

Also the lot just behind the above described lot known as the horse lot, and being about 50 feet wide east and west and 60 feet north and south, more or less, but the entire interest in same is conveyed, whatever the size may be.

Also one third interest in the 10 foot alley which is shown in D B 43 page 220, from the south line of north street at the northeast corner of the residence lot above described, back south to the north east corner of the horse lot, with the right to use said alley.

Also the entire alley 10 feet wide from north east corner of the horse lot back south to the Hotel Hall Alley.

Being the same property conveyed to R D Robertson by J T Dismukes by deed dated January 19, 1923, recorded in deed book 78 page 270, in the Graves County Court Clerk's Office, and by his will probated in the Graves County Court on the 3rd day of June, 1937, recorded in Will Book D page 501, he devised same to his widow, Mattie Robertson, now deceased, and according to affidavit of descent recorded in deed book 122 page 86, the grantors, H R Robertson, Linda Overton, Matilda Wright, and Alfred P Robertson, are four of the five heirs of the said Mattie Robertson, deceased, and as such, inherited the interest conveyed by this deed, and the grantee, Wm W Robertson, being also one of said heirs, inherited an undivided one fifth interest in same, thus making him the sole owner of the property above described.

To Have and to Hold the said real estate and the appurtenances thereunto belonging unto the said grantee his heirs and assigns forever.

In Witness Whereof, We have hereunto set our hands, relinquishing our respective rights to courtesy or dower and homestead exemptions in and to said real estate this the 22 day of October, 1941.

H R Robertson	Edith Robertson
Matilda Wright	Wm H Wright
Linda Overton	Arthur S Overton
Alfred P Robertson	

State of Louisiana

Parish of Sabine,

I, Clio Curtis, Deputy Clerk of Court & Ex-Officio Notary Public in and for the Parish and State aforesaid do certify that the foregoing deed was produced to me in my Parish and Acknowledged by Alfred P Robertson to be his free act and deed,

Witness my hand this the 18th day of October, 1941.

seal

Clio Curtis,
Dy Clerk & Ex-Officio Notary Public

6/1/44

State of Tennessee

County of Davidson

I, Annie L Lauderdale, a Notary Public in and for the state and county aforesaid, do certify that the foregoing deed was produced to me in my county and acknowledged by Linda Overton and Arthur S Overton, to be their free act and deed.

Witness my hand this the 15th day of October, 1941.

seal

Annie L Lauderdale,

My Com Expired 4/8/42

State of Kentucky

County of Graves, Sct.,

I, R B Ligon, a Notary Public in and for the state and county aforesaid, do certify that the foregoing deed was produced to me in my county and acknowledged by H R Robertson Edith Robertson, Matilda Wright and Wm H Wright to be their free act and deed.

Witness my hand this the 7th day of Oct, 1941.

seal

R B Ligon, Notary Public

My Com. Expires Jan 8, 1942.

State of Kentucky

County of Graves, Sct.,

I, C H Bennett, Clerk of the county court in and for the state and county aforesaid, do certify that this deed was lodged in my office for record on the 20 day of October, 1941, and the same and the foregoing and this certificate have been duly recorded in deed book 122 page 92 in the Graves County Court Clerk's Office, this the 22 day of October, 1941.

C H Bennett, Clerk

By *[Signature]* DC

124

State of Kentucky
County of Graves, Sct.,

I, R B Ligon, a Notary Public in and for the state and county aforesaid, do certify that the foregoing deed was produced to me in my county and acknowledged by Wm W Robertson, H R Robertson, Edith Robertson, Matilda Wright and Wm H Wright, to be their free act and deed.

Witness my hand this the 7th day of Oct, 1941.

seal

R B Ligon, Notary Public
My commission expires Jan 8, 1942

State of Louisiana
Parish of Sabine

I, A L Curtis, Dy Clerk & Ex-Officio, Notary Public in and for the state and parish aforesaid do certify that the foregoing deed was produced to me in my parish and acknowledged by Alfred P Robertson to be his free act and deed.

Witness my hand this the 14th day of October, 1941.

seal

A L Curtis, Dy. Clerk & Ex-Officio Notary Public, Sabine Parish, Louisiana.
My commission expires June 1st, 1944.

State of Kentucky
County of Graves, Sct.,

I, C H Bennett, Clerk of the county court in and for the state and county aforesaid, do certify that this deed was lodged in my office for record on the 20 day of October, 1941, and the same and the foregoing and this certificate have been duly recorded in deed book 122 page 85 in the Graves County Court Clerk's Office this the 21 day of October, 1941.

C H Bennett, Clerk

65 By [Signature] DC

Mattie Robertson to H R Robertson

The affiant, H R Robertson states under oath that he is a resident of Mayfield, Graves County, Kentucky; that he is an heir of Mattie Robertson who died in Mayfield, Graves County, Kentucky on the 20th day of April, 1941, intestate, domiciled in Graves County, Kentucky, and left surviving her as her only heirs at law having an interest in her real estate, the following named children, viz: -

Name	Age	Residence	Relation	Interest
Linda Overton	Legal		Daughter	1/5
Matilda Wright	Legal		Daughter	1/5
R H Robertson	Legal		Son	1/5
Wm W Robertson	Legal		Son	1/5
Alfred P Robertson	Legal		Son	1/5

For affidavit see AB 323 pg 710. 1-3-90
Attest GLEN BRUCE GRAVES COUNTY CLERK
[Signature]

Witness my hand this the 7th day of October, 1941.

H R Robertson

Subscribed and sworn to before me by H R Robertson this the 9 day of Oct,
1941.

C H Bennett, Clerk

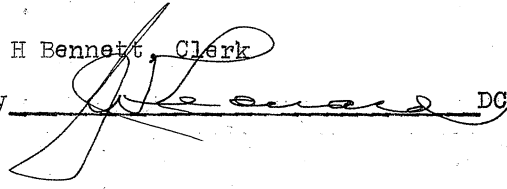
By O L Mason, D C

State of Kentucky

County of Graves, Sct.,

I, C H Bennett, Clerk of the county court in and for the state and county aforesaid, do certify that this instrument was lodged in my office for record on the 21 day of October, 1941, and the same and the foregoing and this certificate have been duly recorded in deed book 122 page 86 in the Graves County Court Clerk's Office, this the 22 day of October, 1941.

C H Bennett, Clerk

By  DC

H R Robertson et al to Alfred P Robertson

For the consideration of the sum of One Dollar Cash in hand paid the receipt of which is hereby acknowledged, and for the further consideration of a division of the lands owned jointly by the parties hereto,

We, Linda Overton and husband Arthur Overton, Matilda Wright and husband Wm H Wright, H R Robertson and wife Edith Robertson, Wm W Robertson, single have sold and hereby convey with covenant of General Warranty to Alfred P Robetson an undivided 4/5 interest in and to the following described real estate lying in Mayfield, Graves County, Kentucky, viz: -

Being a certain lot in West Mayfield, Kentucky, described as beginning at the north east corner of Block 8 at the junction of Depot and Eaker Streets; thence west with the south line of Depot Street, 130 feet; thence south parallel with Eaker street to Bailey and Rawls north line; thence east with said Bailey and Rawls line, 130 feet to Eaker Street; thence north with the west line of Eaker Street to the beginning corner, and being a part of Block # 8.

Also a part of lot number 8 as shown on plat of Mayfield, Kentucky, fronting on west street 90 feet and running back 180 feet, and bounded on the north by R T Albritton lot; on the south by R E Johnston lot.

Being the same property to which R D Robertson derived title to an undivided 1/6 interest by deed from Marion Jones Davis dated November 16, 1922, recorded in Deed book 76 page 175, 1/6 by Will of W W Robertson, will book A page 384; 1/6

WARRANTY DEED

For and in consideration of the sum of THIRTY-NINE THOUSAND AND 00/100 DOLLARS (\$39,000.00) CASH, in hand paid, the receipt of which is hereby acknowledged, xxxd

Wx, JESSE LEE YATES, widow and unmarried,

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to LIBERTY BANK AND TRUST CO., INC. of Mayfield Shopping Plaza, Mayfield, Kentucky 42066,

the following described real estate lying in Graves County, Kentucky, viz:

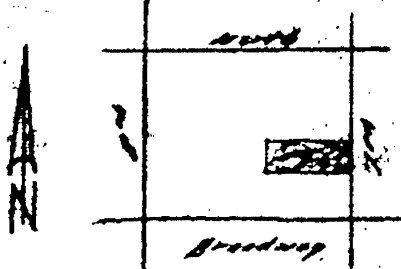
Being a part of Lot No. 13 as shown on the original plat of the City of Mayfield, and more particularly being 70 feet off the south end of the 80 foot lot that was conveyed to Jesse Lee Yates and husband, J. W. Yates, by R. H. Robertson, et al, on the 3rd day of August, 1949, and recorded in Deed Book 145, Page 314, and said 70 feet is more particularly described as follows: Beginning at a point in the west line of North 7th Street, said point being located due North along the west line of North 7th Street 149.50 feet from the north line of West Broadway, and running thence due North along the west line of North 7th Street 70.00 feet; thence S 89° 29' 02" W 124.00 feet; thence due South 70.00 feet; thence N 89° 29' 02" E 124.00 feet to the point of beginning.

Being a part of the same real estate conveyed to Jesse Lee Yates and husband, J. W. Yates, jointly and to the survivor, by deed from R. H. Robertson, et al, dated August 3, 1949, and of record in Deed Book 145, Page 314, in the Graves County Clerk's Office. The said J. W. Yates is now deceased and by virtue of the survivorship clause contained in the aforesaid deed, fee simple title to subject real estate vested in his widow, Jesse Lee Yates, grantor herein. (See Affidavit dated the 3rd day of ~~December~~, 1980, and of record in Deed Book 323, Page 710, in the Graves County Clerk's Office.)

(OVER)

323 X
712

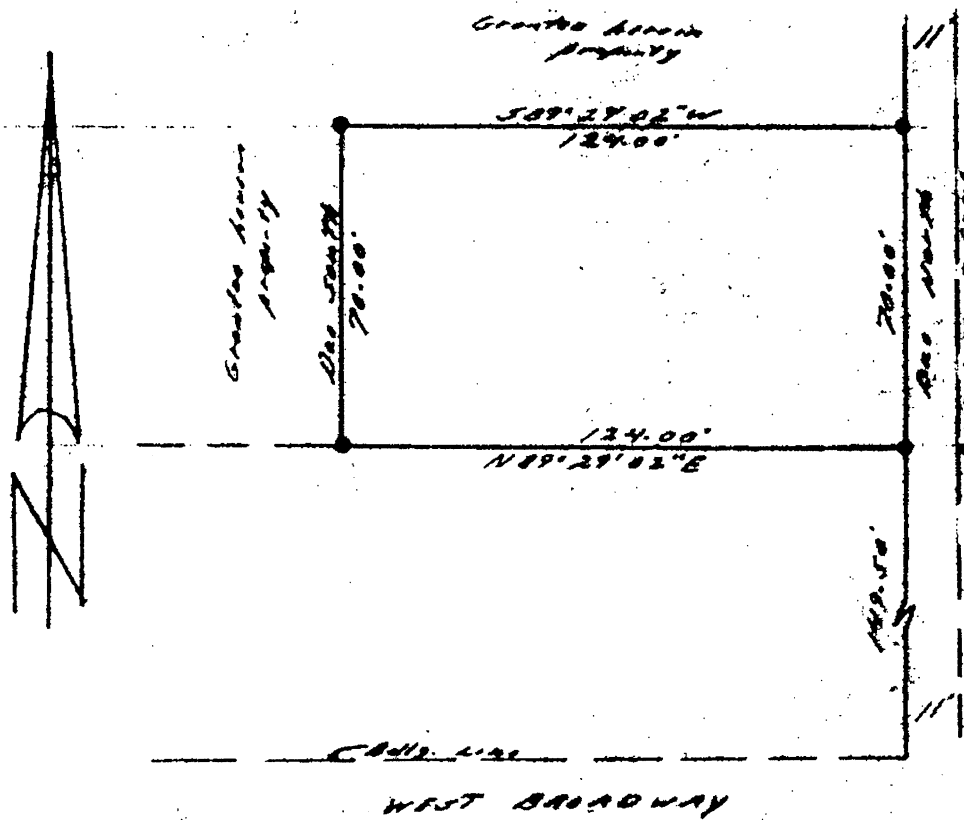
LOCATION MAP



LEGEND

- = Iron Marker
- = Conc. Marker

GRAPHIC SCALE



OWNER'S CERTIFICATION

I (we) do hereby certify that I (we) the only owners of record of the property plotted herein, said property being recorded in DEED book 145, page 314 and book , page in the Graves County Clerk's Office, and do hereby adopt this as my (our) record plat for this property, and do hereby dedicate the streets and any other space so indicated to public use.

1-2-90
Date

Jesse Lee Yates
Owner's Signature

Date

Owner's Signature

ENGINEER'S OR LAND SURVEYOR'S CERTIFICATION

I do hereby certify that this record plat was prepared under my direction and that the best of my knowledge and belief the boundaries of the property being subdivided are true and accurate, and all applicable requirements of the Subdivision Regulations have been met.

12/19/1989
Date

Howard E. Duncan
Engineer's Signature

STATE OF KENTUCKY
HOWARD E. DUNCAN
973
REGISTERED
LAND SURVEYOR

PLANNING COMMISSION STAFF

I hereby certify that the monuments indicated on the above plat actually exist and all other information shown hereon is in accordance with current subdivision regulations.

1-2-90
Date

James E. Thomas
Staff

COMMISSION'S CERTIFICATION

We do hereby certify that this record plat has met the regulations of the Mayfield Planning Commission, and is now eligible for recording.

1-2-90
Date

Datto Byrd
Chairman
Mayfield Planning Commission

HOWARD E. DUNCAN & ASSOCIATES
ENGINEERS & SURVEYORS
MAYFIELD, KENTUCKY 42044

FILE NO.	DRAWN	CHECKED	SCALE	DATE
2-B	HD	HD	1"=50'	1/21/1990

GENERAL WARRANTY DEED

For the sum of FIVE THOUSAND DOLLARS (\$5,000.00), cash in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the grantee executing a promissory note in favor of the grantors in the amount of \$20,000.00 with interest at the rate of 6% per annum and being payable in annual installments of \$5,000.00 plus accrued interest each on the 1st day of February of each year beginning February 1, 1995, in accordance with said promissory note, the total consideration being \$25,000.00, we, William Wright Robertson and wife, Dorothy B. Robertson, whose mailing address is 225 North 2nd Street, Mayfield, Kentucky 42066, have sold and hereby convey with covenant of GENERAL WARRANTY to Liberty Bank & Trust Company, whose mailing address is P. O. Box 618, Mayfield, Kentucky 42066 the following described real estate lying in Mayfield, Graves County, Kentucky, viz:

A 0.12 acre parcel of land as per January 1994 survey of Art Travis, KLS #1933; and generally located on the south side of North Street between 7th Street and 8th Street in the Mayfield community of Graves County, Kentucky;

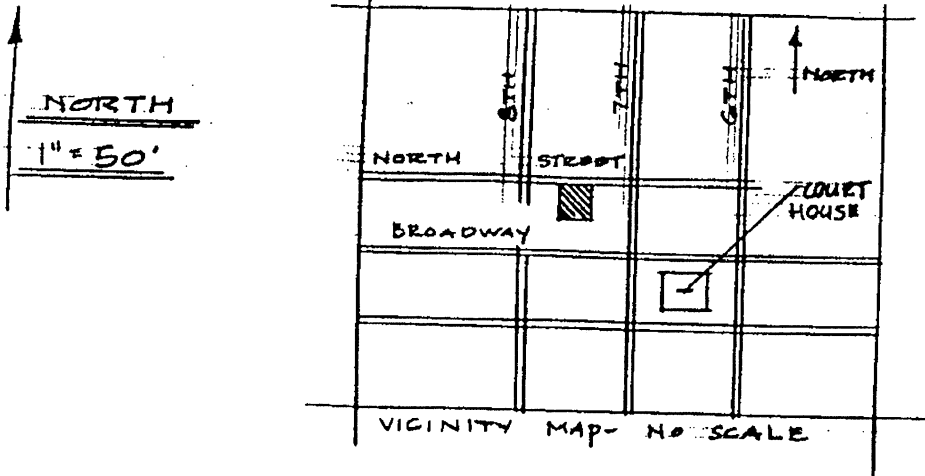
and more particularly described as beginning at the northwest corner of the property herein conveyed; said corner being an existing 3/4" iron pipe found 27 feet south of the centerline of North Street on the south side of an existing sidewalk; said iron pipe being 112 feet east of the centerline of North 8th Street; said point of beginning being the northeast corner of the Myers Lumber Company property as described in Deed Book 297, page 179; thence, North 88 deg. 43'11" East -- 64.13 feet along the south right-of-way of North Street to an existing 3/4" iron pipe at the northwest corner of the Liberty Bank property as described in Deed Book 291, page 742; thence, South 00 deg. 44' 39" East -- 82.34 feet to an existing 3/4" iron pipe at a common corner with the Liberty Bank property; thence, South 88 deg. 43' 11" West -- 64.13 feet to a 1/2" round steel pin set at the northeast corner of other Liberty Bank property as described in Deed Book 236, page 195; thence, North 00 deg. 44' 15" East -- 82.34 feet along the east line of the previously mentioned Myers Lumber Company to the point of beginning.

Being a part of the same real estate conveyed to William Robertson by H. R. Robertson et al by deed dated October 7, 1941, of record in Deed Book 122, page 92, in the Graves County Clerk's Office.

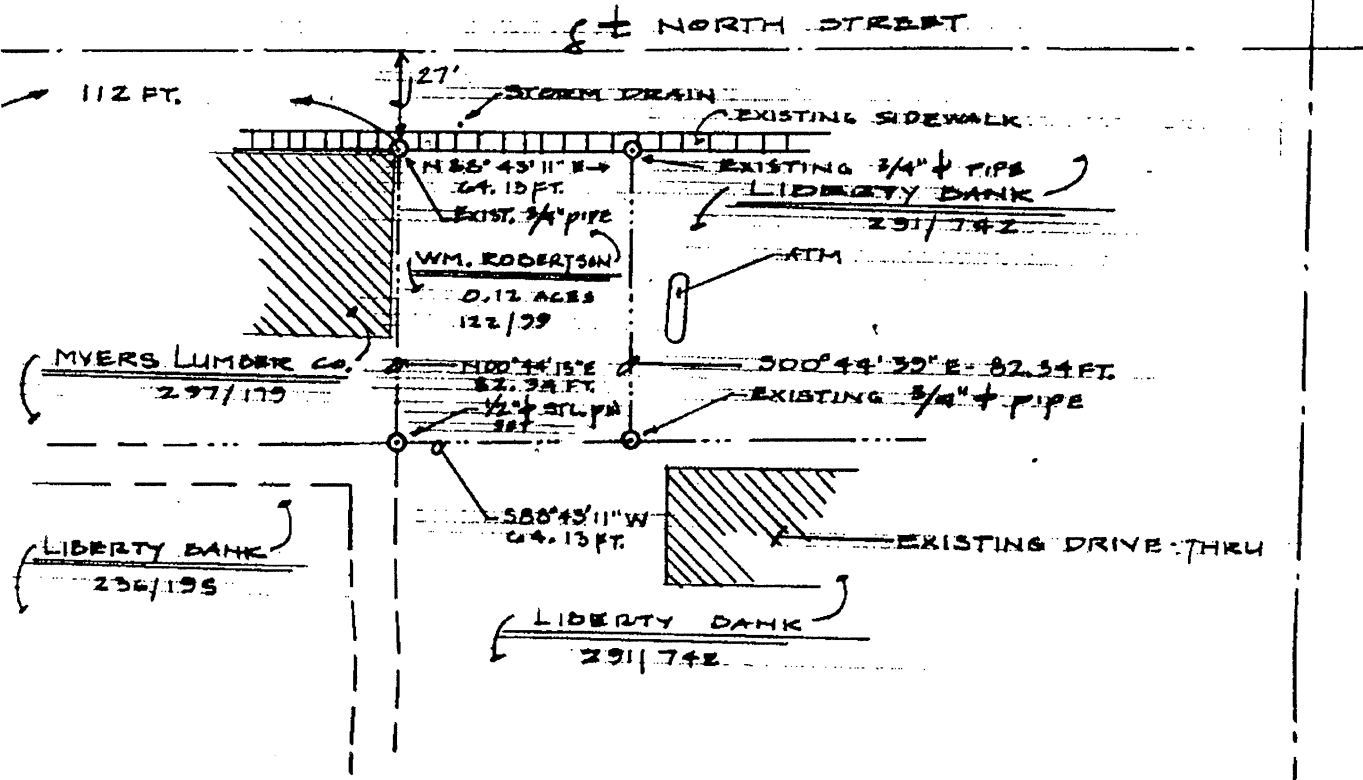
The above legal description is a new legal description as prepared by Art Travis, RLS #1933, from survey of said property dated January 1994 and a copy of said survey is attached hereto and made a part hereof.

For Survey see Slide C-251. 9/23/11

347x
20



8TH NORTH 7TH STREET



PROPERTY SURVEY PLAT FOR: WM. ROBERTSON LOT NORTH STREET BETWEEN 7TH & 8TH MAYFIELD, GRAYES COUNTY, KY.	
ART TRAVIS, ENGINEER BOX 546, 1103 POPLAR STREET BENTON, KENTUCKY 42025 (502) 527-3204	DRAWING # / DATE JAN '94

The grantee shall be responsible for 1994 ad valorem taxes on said property.

TO HAVE AND TO HOLD the said real estate and appurtenances thereunto belonging unto the said grantee, its successors and assigns forever, a lien being retained thereon to secure payment of the unpaid portion of said consideration.

In witness whereof we have hereunto set our hands, relinquishing our respective rights to curtesy or dower and homestead exemptions in said real estate, this 4th day of February, 1994.

William Wright Robertson
William Wright Robertson

Dorothy B. Robertson
Dorothy B. Robertson

ACKNOWLEDGMENT

STATE OF KENTUCKY,
COUNTY OF GRAVES.

I, the undersigned, a notary public in and for the state and county aforesaid, hereby certify that the foregoing deed was produced to me in my county and acknowledged before me by William Wright Robertson and wife, Dorothy B. Robertson, to be their free act and deed, this 4th day of February, 1994.

Paula Simon
Notary Public, State-at-Large, KY
My commission expires 2/29/96

CONSIDERATION CERTIFICATE

We, William Wright Robertson and wife, Dorothy B. Robertson, grantors, and Liberty Bank & Trust Company, by C. Steve Story, its president and chief executive officer, grantee, do hereby certify, pursuant to KRS Chapter 382, that the above stated consideration in the amount of \$25,000.00 is the true, correct, and full consideration paid for the property herein conveyed.

GRANTORS

GRANTEE

William Wright Robertson
William Wright Robertson

LIBERTY BANK & TRUST COMPANY

Dorothy B. Robertson
Dorothy B. Robertson

C. Steve Story
By C. Steve Story, President
and Chief Executive Officer

STATE OF KENTUCKY,
COUNTY OF GRAVES.

The foregoing Consideration Certificate was
acknowledged and sworn to before me, this 4th day of February,
1994, by William Wright Robertson and wife, Dorothy B. Robertson,
Grantors, and by C. Steve Story, President and Chief Executive
Officer of Liberty Bank & Trust Company, Grantee.

Maura Simon
Notary Public, State-at-Large, KY
My commission expires 2/29/96

This instrument was prepared
by Gayle B. Robbins, Attorney
ROBBINS & ROBBINS
127 South Seventh Street
Mayfield, Kentucky 42066

Gayle B Robbins

STATE OF KENTUCKY
COUNTY OF GRAVES, Sct

I, Glen Bruce, Clerk of the County Court in and for the
State and County aforesaid do certify that this instrument
was lodged in my office for record on the 25 day of

Feb 19 94 at 5:44 o'clock PM and the
same and the foregoing and this certificate have been
duly recorded in Book 347 page 20
in the Graves County Court Clerk's Office this the 28
day of Feb 19 94

GLEN BRUCE, Clerk
Glen Bruce D.C.
James \$25.⁰⁰

CIProperty Tax Bill In Care of Address:
Regions Bank
250 Riverchase Parkway, Suite 600
Birmingham, Alabama 35244
Attention: Portfolio Administration.

Grantor Address:
William L. Bryan
Mary V. Bryan
J. Spence McKelvey, Jr.
1300 Dogwood Drive
Mayfield, Kentucky 42066

Grantee Address:
Regions Bank
250 Riverchase Parkway, Suite 600
Birmingham, Alabama 35244
Attention: Portfolio Administration

STATE OF KENTUCKY)

GRAVES COUNTY)

GENERAL WARRANTY DEED

This General Warranty Deed is executed as of the 1st day of September, 2011, by and between **William L. Bryan**, a married man and an individual resident of the State of Kentucky ("William"), **Mary V. Bryan**, a married woman and an individual resident of the State of Kentucky ("Mary"), and **J Spence McKelvey, Jr.**, an unmarried man and an individual resident of the State of Kentucky, a/k/a J. Spencer McKelvey, Jr. ("Spence", and together with William and Mary, "Grantors"), with such Grantors having an address of 1300 Dogwood Drive, Mayfield, Kentucky 42066; and **Regions Bank**, an Alabama banking corporation (the "Grantee"), with such Grantee's address for notices purposes being 250 Riverchase Parkway, Suite 600, Birmingham, Alabama 35244, Attention: Portfolio Administration.

WITNESSETH, THAT FOR AND IN FULL CONSIDERATION of the sum of TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$22,000.00), the receipt and sufficiency of all of which are hereby acknowledged, Grantors have bargained and sold, and by these presents do hereby grant, bargain, sell, and convey unto the Grantee, and Grantee's successors and assigns, the following described real estate situated in Mayfield, Graves County, Kentucky (the "Property"), to-wit:

SEE EXHIBIT A attached hereto

TOGETHER WITH all buildings, structures and improvements thereon, and all and singular the rights, alleys, ways, waters, privileges, hereditaments and appurtenances to said Premises belonging or in anyway incident or appertaining. **THE PROPERTY IS NOT THE HOMESTEAD OF THE GRANTORS.**

1006397-1

Exhibit A
[Legal Description]

1006397-1

7

Exhibit B

[Permitted Exceptions]

1. Real property taxes for the year 2011, a lien, but not yet due and payable.
2. Building lines, easements and stipulations as shown on the minor plat attached to Deed Book 366, page 729, Graves County, Kentucky.
3. Those matters shown on minor plat attached to ~~Deed Book~~ State Cabinet C., page 251, Graves County, Kentucky.

Exhibit A

Legal Description

A certain tract of land located on the East side of North 8th Street in the City of Mayfield in Graves County, Kentucky, and more particularly described as follows:

Unless stated otherwise all iron pins referred to as set is a 5/8" diameter iron pin, 18" long with a yellow plastic cap stamped R.T. Carter, PLS 1982. All bearings stated herein are magnetic and referenced to a reading taken in the field on June 27, 2011.

Beginning at an iron pin set in the East right of way line of North 8th Street (said right of way herein taken to be 33 feet from the centerline) and the South line of Mayfield Tourism Commission (Deed Book 362, Page 801, in the office of the Clerk of Graves County, Kentucky); thence with the South line of Mayfield Tourism Commission (Deed Book 362, Page 801, aforesaid), South 89 degrees 19 minutes 18 seconds East 78.86 feet to an iron pin set at the Southwest corner of Liberty Bank & Trust Company (Deed Book 347, Page 20, in the office aforesaid); thence with the South line of the Liberty Bank & Trust Company (Deed Book 347, Page 20, aforesaid), South 88 degrees 01 minute 00 seconds West 17.02 feet to an existing 1-1/2" iron pipe at the Northeast corner of the parent tract; thence with the East line of the parent tract, South 0 degrees 21 minutes 50 seconds West 31.19 feet to an iron pin set at the Northeast corner of HGDS Investments, LLC (Deed Book 458, Page 180, in said office); thence with the North line of HGDS Investments, LLC (Deed Book 458, Page 180, in said office), North 89 degrees 58 minutes 17 seconds West 13.76 feet to an existing 7/8" iron pipe at the Northeast corner of HGDS Investments, LLC (Deed Book 449, Page 678, in said office); thence with the North line of HGDS Investments, LLC (Deed Book 449, Page 679, aforesaid), North 89 degrees 58 minutes 17 seconds West 82.80 feet to an iron pin set in the East right of way line of North 8th Street; thence with said right of way, North 1 degree 36 minutes 47 seconds East 31.50 feet to the point of beginning, containing 0.07 acre, more or less, according to a survey recorded in Plat Cabinet C, Slide 251, in the office of the Clerk aforesaid, prepared by Richard T. Carter, KY PLS 1982, in June and July, 2011.

Being the remaining property conveyed to J. Spence McKelvey and Mary Vick Bryan, by Deed dated July 17, 1978, and recorded in Deed Book 269, Page 605, in the office aforesaid.

TAX DATA: Map No. 205-00-26-013.00.

The conveyance of the Property herein, and all covenants and warranties of Grantors contained herein, are made subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, and Grantee's successors and assigns forever, with covenant of general warranty.

Grantors do for themselves and for their respective heirs and assigns covenant with the Grantee, its successors and assigns, that the Grantors are lawfully seized in fee simple of the Property; that the Property is free from all encumbrances, unless otherwise noted above, and that the Grantors have full right and power to sell and convey the Property as contemplated herein.

Grantors covenant and bind themselves, and their respective heirs and assigns, to warrant and forever defend the title to the Property to the said Grantee, Grantee's successors and assigns against any and all lawful claims.

In addition to the conveyance of the Property as contemplated herein, Grantors hereby further **CONVEY** and **QUIT CLAIM** to Grantee any and all right, title and interest Grantors may have in and to any land lying in the right of way of North 8th Street adjoining the Property to the center line of said North 8th Street.

CONSIDERATION CERTIFICATE

Grantors and Grantee hereby certify that the consideration set forth hereinabove is the full consideration paid for the Property. Grantee executes this instrument for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

[EXECUTION PAGE OF GENERAL WARRANTY DEED -WILLIAM L. BRYAN]

IN WITNESS WHEREOF, William L. Bryan, as one of the Grantors, has hereto set his hand and executed this instrument as of the 31 day of August, 2011.

GRANTOR:

William L. Bryan
WILLIAM L. BRYAN

STATE OF Kentucky
COUNTY OF Grainger

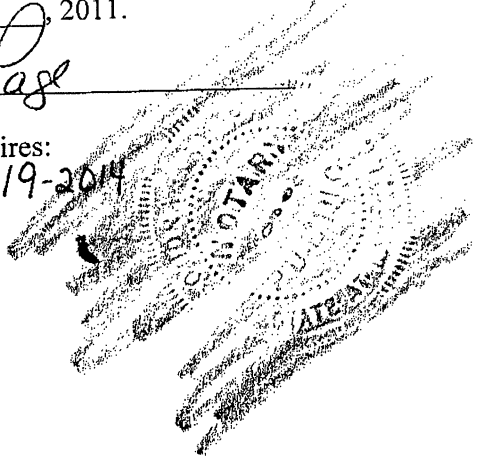
I, Sandra Page, a Notary Public of the State and County aforesaid, do hereby certify that the foregoing instrument was on this day produced to me in my county and acknowledged by William L. Bryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be William L. Bryan, the within named bargainer, an individual resident of the State of Kentucky, and that he executed the foregoing instrument for the purposes therein contained by signing his name in his individual capacity.

WITNESS my hand and seal, this 31 day of August, 2011.

Sandra Page
Notary Public

My commission expires:

9-19-2014



[EXECUTION PAGE OF GENERAL WARRANTY DEED - MARY V. BRYAN]

IN WITNESS WHEREOF, Mary V. Bryan, as one of the Grantors, has hereto set her hand and executed this instrument as of the 31 day of August, 2011.

GRANTOR:

Mary V. Bryan
MARY V. BRYAN

STATE OF Kentucky
COUNTY OF Graves

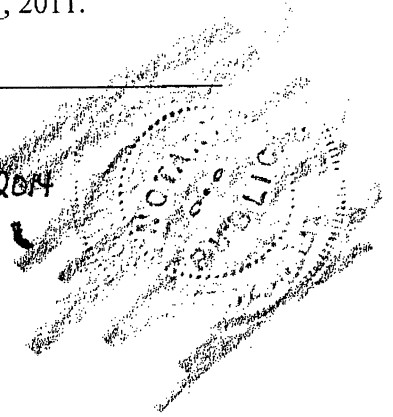
I, Sonda Page, a Notary Public of the State and County aforesaid, do hereby certify that the foregoing instrument was on this day produced to me in my county and acknowledged by Mary V. Bryan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be Mary V. Bryan, the within named bargainor, an individual resident of the State of Kentucky, and that she executed the foregoing instrument for the purposes therein contained by signing her name in her individual capacity.

WITNESS my hand and seal, this 31 day of August, 2011.

Sonda Page
Notary Public

My commission expires:

9-19-2014



[EXECUTION PAGE OF GENERAL WARRANTY DEED – J. SPENCE MCKELVEY, JR.]

IN WITNESS WHEREOF, J. Spence McKelvey, Jr., as one of the Grantors, has hereto set his hand and executed this instrument as of the 2 day of September, 2011.

GRANTOR:

J. Spence McKelvey Jr.
J/SPENCE MCKELVEY, JR.
(a/k/a J. Spencer McKelvey, Jr.)

STATE OF Kentucky
COUNTY OF Graw

I, Sandra Page, a Notary Public of the State and County aforesaid, do hereby certify that the foregoing instrument was on this day produced to me in my county and acknowledged by J. Spence McKelvey, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be J. Spence McKelvey, Jr., the within named bargainer, an individual resident of the State of Kentucky, and that he executed the foregoing instrument for the purposes therein contained by signing his name in his individual capacity.

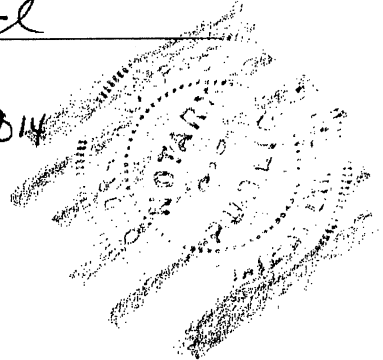
WITNESS my hand and seal, this 2 day of September, 2011.

Sandra Page

Notary Public

My commission expires:

9-19-2014



[EXECUTION PAGE OF GENERAL WARRANTY DEED - REGIONS BANK]

IN WITNESS WHEREOF, the undersigned, as authorized representative of Regions Bank, has caused instrument to be executed as of the 8th day of SEPTEMBER, 2011.

GRANTEE:

REGIONS BANK, an Alabama banking corporation

By: [Signature]
Name: KEITH B. PRESSLEY
Title: SENIOR VICE PRESIDENT

STATE OF Alabama
COUNTY OF Shelby

I, Raurie Howard a Notary Public of the State and County aforesaid, do hereby certify that the foregoing instrument was on this day produced to me in my county and acknowledged by Keith Pressley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Sr. Vice President REGIONS BANK, the within named bargainer, an Alabama banking corporation, and that he/she as such officer executed the foregoing instrument for the purposes therein contained by signing the name of the banking corporation by himself/herself as such officer.

WITNESS my hand and seal, this 8th day of September, 2011.

Raurie Howard
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 29, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

THIS INSTRUMENT PREPARED BY

Jeffery S. DeArman
Adams and Reese LLP
2100 3rd Avenue North, Suite 1100
Birmingham, Alabama 35203
Attention: Jeffery S. DeArman

STATE OF KENTUCKY

COUNTY OF GRAVES, Etc.

I, Barry Kennemore, Graves County Clerk in and for the State and County aforesaid, do hereby certify that the instrument was lodged in my office for record on the 22nd day of Sept 20 11 at 3:35 o'clock PM and the same and the foregoing and this certificate have been duly received in Book 469 page 633 in the Graves County Clerk's Office this the 26th day of Sept 20 11.

Barry Kennemore, Clerk

[Signature]
Transfer tax \$ 25⁰⁰

1006397-1

TR7
605

For Survey see Plat C-251
9-23-11
WARRANTY DEED

For and in consideration of the sum of Twenty-Eight Thousand Dollars
(\$28,000.00) Cash

in hand paid, the receipt of which is hereby acknowledged, ~~and~~
We, Usher and Gardner, Incorporated

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to
an undivided one-half (1/2) interest to J. Spence McKelvey, single, and
an undivided one-half (1/2) interest to Mary Vick Bryan;
the address of the Grantees being Chapel Court, Mayfield, Kentucky;

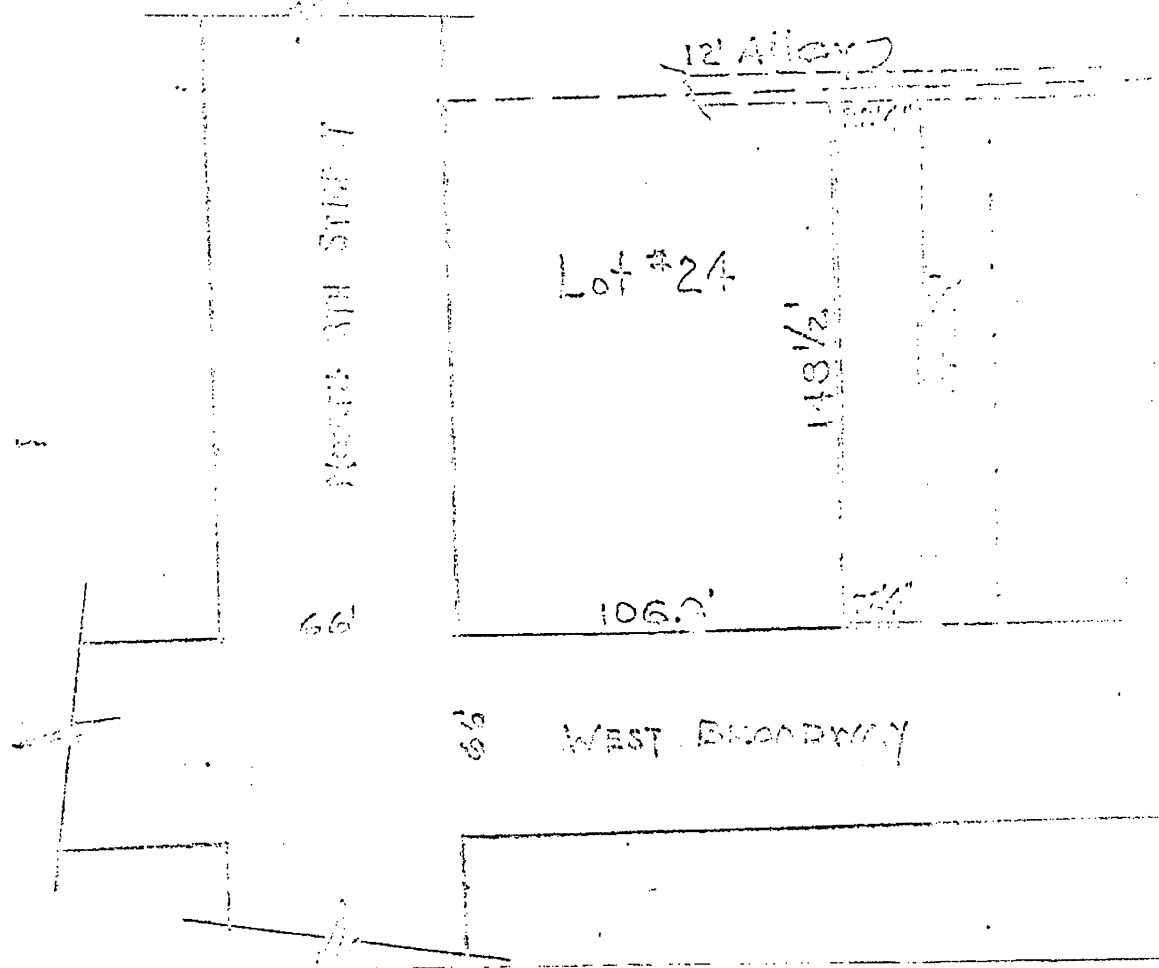
the following described real estate lying in Graves County, Kentucky, viz:

Being a part of Lot #24 as shown on the plat of the Original Town of Mayfield, Kentucky, of record in Deed Book 50 at Page 34 in the Graves County Court Clerk's Office, and described as beginning at a point on the North line of West Broadway and the south line of the said Lot #24 on the East line of the Roberts property at a distance of 106.8 feet East from the east line of North 8th Street and the southwest corner of the said Lot #24 thereof, and running thence North, along the east line of the Roberts property, and parallel to North 8th Street, 148-1/2 feet to the north line of the said Lot #24 in the center of a 12 foot alley; thence East, along the north line of Lot #24 and the center of the alley; 22 feet 4 inches to a point opposite the center of a common brick wall between the herein described property and the adjacent property on the east side thereof; thence South, parallel to North 8th Street and along the center of the said common brick wall, 148-1/2 feet to a point on the south line of the said Lot #24 and on the north line of West Broadway; thence West, along the south line of Lot #24 and the north line of West Broadway; 22 feet 4 inches to the point of beginning.

ALSO: Being a part of Lot No. 12 as shown on the plat of the Original Town of Mayfield, Kentucky, of record in Deed Book 50, Page 34 in the Graves County Court Clerk's Office, and described as beginning at an

iron stake on the west line of the said Lot No. 12 on the east line of North 8th Street at a distance of 192-1/2 feet North from the southwest corner of Lot No. 24 of the Original Town at the intersection of the east line of North 8th Street and the north line of West Broadway, and running thence North 31 feet along the east line of North 8th Street and the west line of Lot No. 12 to an iron stake; thence East, parallel to West Broadway 98.83 feet to an iron stake; thence South, parallel to North 8th Street, 75 feet to an iron stake on the south line of Lot No. 12; thence West 14 feet parallel to West Broadway and along the south line of Lot No. 12 to an iron stake at the Mildred Fuller southeast corner; thence North 44 feet along the Fuller east line and parallel to North 8th Street to an iron stake; thence West 84.83 feet along the Fuller north line and parallel to the south line of Lot No. 12 to the point of beginning.

Being a part of the same real estate (Tracts 10, 11 and 30) conveyed by Ed Gardner et al to Usher and Gardner, Incorporated by deed of record in Deed Book 90, Page 1, Graves County Court Clerk's Office, Mayfield, Kentucky.



TO HAVE AND TO HOLD the said real estate and the appurtenances thereunto belonging unto the said grantee.S, their heirs and assigns forever.

Words used herein in the singular shall, when appropriate, include the plural and the plural to mean the singular; also any gender used herein shall, when appropriate, be construed to mean and refer to any other gender.

IN WITNESS WHEREOF, We have hereunto set our hands, relinquished our respective rights to curtesy or dower and homestead exemptions in and to said real estate this the 30th day of June , 1978.

USHER AND GARDNER, INCORPORATED

By: *C. V. Morgan*
President

THIS DEED PREPARED BY:

Malcolm R. Boaz
Malcolm R. Boaz, Atty.
P.O.Box 353 - 100 1/2 W. Broadway
Mayfield, Kentucky 42066
STATE OF KENTUCKY, }
COUNTY OF GRAVES. } Sct.

I, the undersigned, a notary public in and for the state and county aforesaid do certify that the foregoing deed was this day produced to me in my county and acknowledged by C. V. Morgan, known to me personally and known to me to be President of Usher and Gardner, Incorporated and known to me to be done pursuant to resolution of the Board of Directors of Usher and Gardner, Incorporated to be their free act and deed. Witness my hand this the 30th day of June, 1978. My Commission expires April 25, 1983

Cathy L. Bruce
Notary Public, Graves County, Kentucky

STATE OF KENTUCKY

COUNTY OF GRAVES SCT.

I, C.W. Harris, Clerk of the County Court in and for the State and county aforesaid do certify that this deed was lodged in my office for record on the 17 day of July 1978 duly taxed \$ 28.00 and the same and the foregoing and this certificate have been duly recorded in Deed Book 267 Page 605 in the Graves County Court Clerk's Office this the 17 day of July 1978.

C.W. Harris, Clerk
By B. Johnson D.C.

WARRANTY DEED

For and in consideration of the sum of FIFTEEN THOUSAND DOLLARS and no/100 (\$15,000)

in hand paid, the receipt of which is hereby acknowledged,

We, LARRY T. SMITH and wife, CONNIE R. SMITH

have sold and do hereby sell and convey with covenant of GENERAL WARRANTY, to LESLIE H. FREEMAN JR. and wife, GLENDA F. FREEMAN, Route #1, Symsonia, Kentucky, jointly as life tenants with the remainder in fee simple to the survivor of them,

the following described real estate lying in

Graves County, Kentucky, viz:

Beginning at a point on the northeast side of the Symsonia-Oak Level Road a distance of 1039.5 feet from Butler's northwest corner and a distance of 2.3 miles from the center line of Highway 348 and the Symsonia-Oak Level Road; thence, at an interior angle of 71° 18' North 60° 00' East a distance of 400 feet to an iron pipe; thence, at an interior angle of 32° 12' South 27° 48' West a distance of 389.1 feet to an iron pipe on the north side of the Symsonia-Oak Level Road; thence, at an interior angle of 76° 31' North 48° 42' West and parallel with the curvature of the northeast side of the Symsonia-Oak Level Road a distance of 221.85 feet to the beginning point.

Being the same real property conveyed to Larry T. Smith and Connie R. Smith, his wife, by deed from Jetti L. Baker, single, dated March 28, 1978, recorded the 10 day of April, 1978, in Deed Book 267, page 764, Graves County Court Clerk's Office.

STATE OF KENTUCKY)
COUNTY OF Graves) Sct.

That the undersigned Liberty Savings Bank
(A Ky. Corporation)

..... (hereinafter called Grantor)
for a valuable consideration, does hereby grant, bargain, and convey unto Western Kentucky Gas Company,
a division of Texas American Energy Corporation, a Delaware corporation, with offices in Owensboro,
Kentucky 42302, its successors and assigns (hereinafter called grantee), a right-of-way easement to lay,
construct, maintain, operate, alter, repair, exchange, and remove a pipeline and convenient appurtenances for
the transportation of natural gas along a route 10 feet wide across the real property of the
grantor, which is described in Deed Book 236 , page 195 in the office of the Graves
County Court Clerk. Said description is incorporated herein by reference. Said land was acquired by grantor
by deed dated 29 day of December , 1972 , recorded in Deed Book 236
page 195 , in the office of the Graves County Court Clerk.

The grantee shall have such rights as are necessary and convenient for the full enjoyment of the right of
way herein granted and for the purpose above set forth.

The grantee agrees to bury its lines below the surface of the ground and to pay the grantor for all
damages to shrubbery, plantings, or other objects interfered with by the laying of said pipeline.

The grantor reserves unto himself, his successors and assigns, the full right to use and enjoy the property
except for such use that would increase the risk and cost of operating the pipeline by the Company.

IN TESTIMONY WHEREOF, Witness the hand of the grantor this 18 day of May, 1983

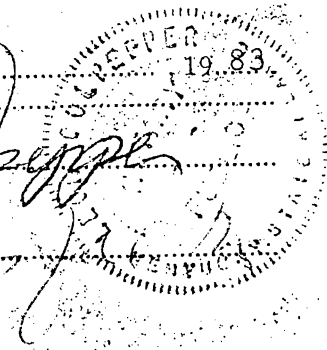
GRANTOR: _____
LIBERTY SAVINGS BANK
BY: Howard L. Shaw PRESIDENT

STATE OF KENTUCKY)
COUNTY OF Graves) Sct.

I, a notary public, in and for the county and state aforesaid, do hereby certify that the foregoing
instrument was this day produced before me by Howard L. Shaw

.....
who duly signed and acknowledged same to be his or her individual act and deed.

WITNESS my hand and notarial seal this 18th day of May
My commission expires 8-8-84

John C. Pepper
Notary Public,


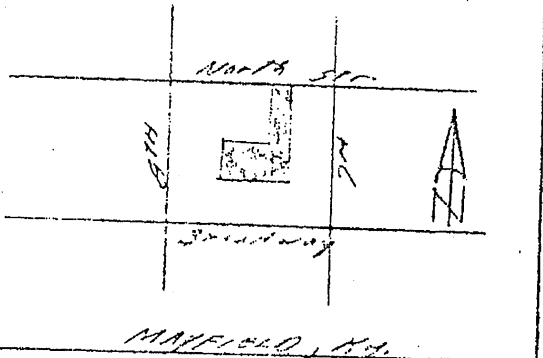
This instrument prepared by _____ of _____

STATE OF KENTUCKY
COUNTY OF GRAVES, SCT

I, Glen Bruce, Clerk of the County in and for the State and County
aforesaid do certify that this instrument was lodged in my office for record
on the 19 day of May, 1983, at 2:30 p.m. o'clock, and the same
and the foregoing and this certificate have been duly recorded in Miscellaneous
Book X-5, Page 685, in the Graves County Clerk's Office this the
19 day of May, 1983.

GLEN BRUCE, CLERK
BY Ed. Wilford DC

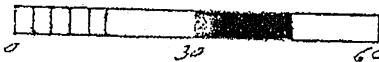
LOCATION MAP



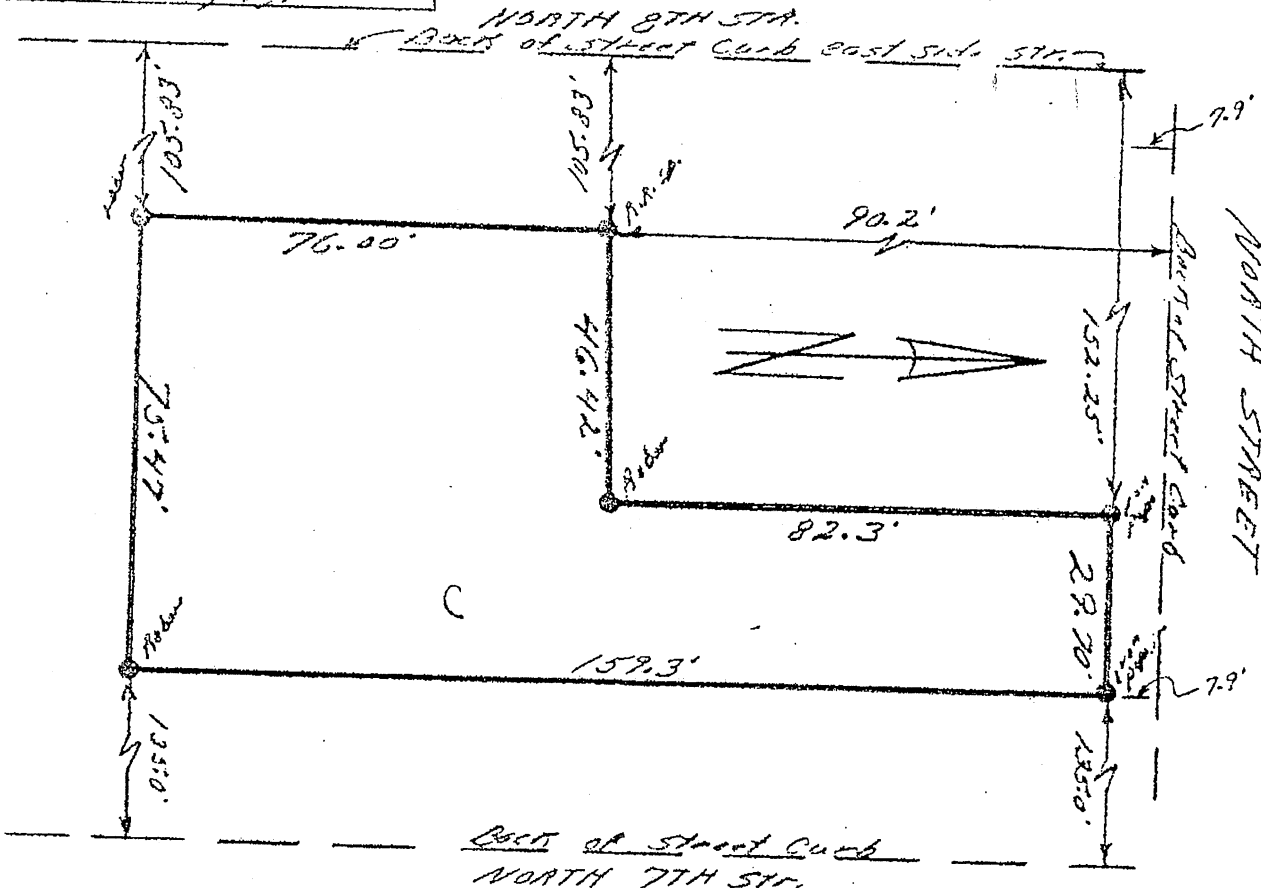
LEGEND

- = Iron Marker
- = Conc. Marker

GRAPHIC SCALE



This plat prepared from map for plat prepared 7-25-1983



OWNER'S CERTIFICATION

I (we) do hereby certify that I (we) the only owners of record of the property platted herein, said property being recorded in _____ book _____, page _____ and _____ book _____, page _____ in the Graves County Clerk's Office, and do hereby adopt this as my (our) record plat for this property; and do hereby dedicate the streets and any other space so indicated to public use.

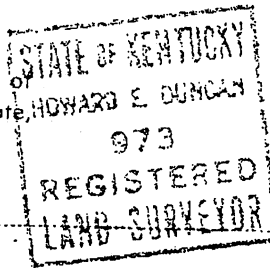
Date
X _____
Owner's Signature

Date
X _____
Owner's Signature

ENGINEER'S OR LAND SURVEYOR'S CERTIFICATION

I do hereby certify that this record plat was prepared under my direction and that the best of my knowledge and belief the boundaries of the property being subdivided are true and accurate and all applicable requirements of the Subdivision Regulations have been met.

9/27/1983
Date
Howard E. Duncan
Engineer's Signature



PLANNING COMMISSION STAFF

I hereby certify that the monuments indicated on the above plat actually exist and all other information shown hereon is in accordance with current subdivision regulations.

9-29-83
Date
Gene Crowder
Staff

COMMISSION'S CERTIFICATION

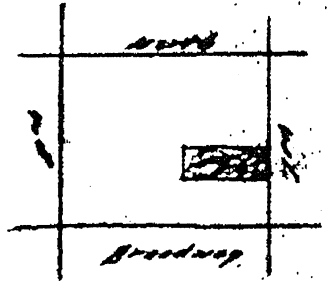
We do hereby certify that this record plat has met the regulations of the Mayfield Planning Commission, and is now eligible for recording.

9-30-83
Date
[Signature]
Chairman
Mayfield Planning Commission

HOWARD E. DUNCAN & ASSOCIATES
ENGINEERS & SURVEYORS
MAYFIELD, KENTUCKY 42066

FILE NO.	DRAWN	CHECKED	SCALE	DATE
L-3	HD	HD	1"=30'	9/27/1983

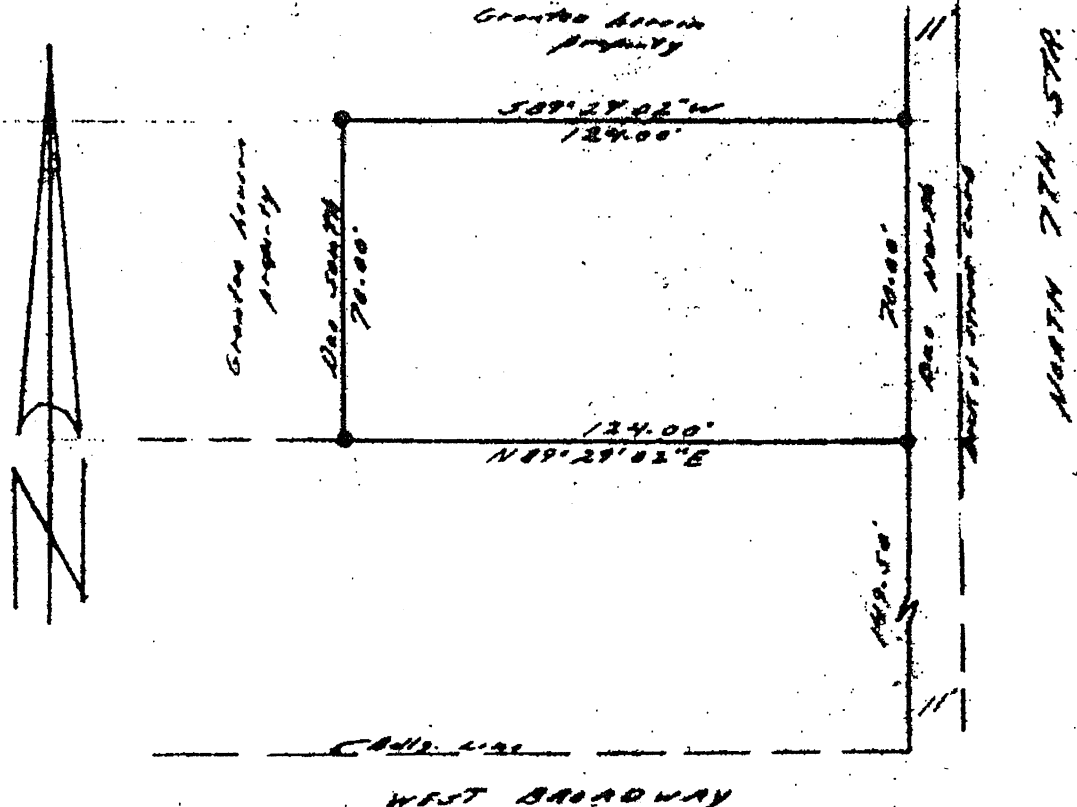
LOCATION MAP



LEGEND

- = Iron Marker
- = Conc. Marker

GRAPHIC SCALE



OWNER'S CERTIFICATION

I (we) do hereby certify that I (we) the only owners of record of the property plotted herein, said property being recorded in DEED book 148, page 314 and book , page in the Graves County Clerk's Office, and do hereby adopt this as my (our) record plat for this property; and do hereby dedicate the streets and any other space so indicated to public use.

1-2-90
Date

James L. Yates
Owner's Signature

Date

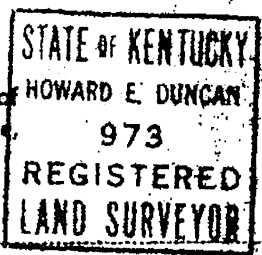
Owner's Signature

ENGINEER'S OR LAND SURVEYOR'S CERTIFICATION

I do hereby certify that this record plat was prepared under my direction and that the best of my knowledge and belief the boundaries of the property being subdivided are true and accurate, and all applicable requirements of the Subdivision Regulations have been met.

12/19/1989
Date

Howard E. Duncan
Engineer's Signature



PLANNING COMMISSION STAFF

I hereby certify that the monuments indicated on the above plat actually exist and all other information shown hereon is in accordance with current subdivision regulations.

1-2-90
Date

James E. Thomas
Staff

COMMISSION'S CERTIFICATION

We do hereby certify that this record plat has met the regulations of the Mayfield Planning Commission, and is now eligible for recording.

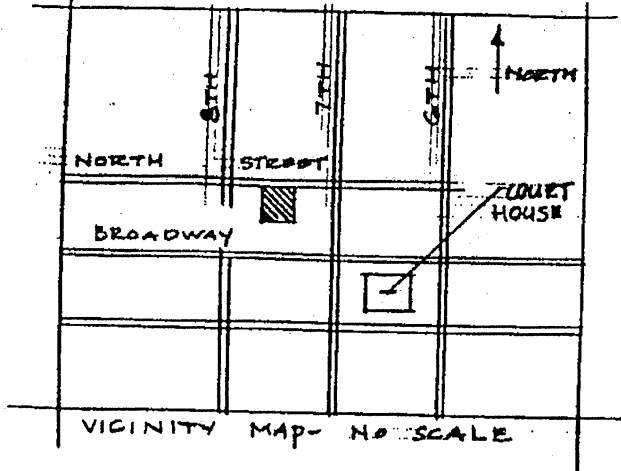
1-2-90
Date

Dalton Byrd
Chairman
Mayfield Planning Commission

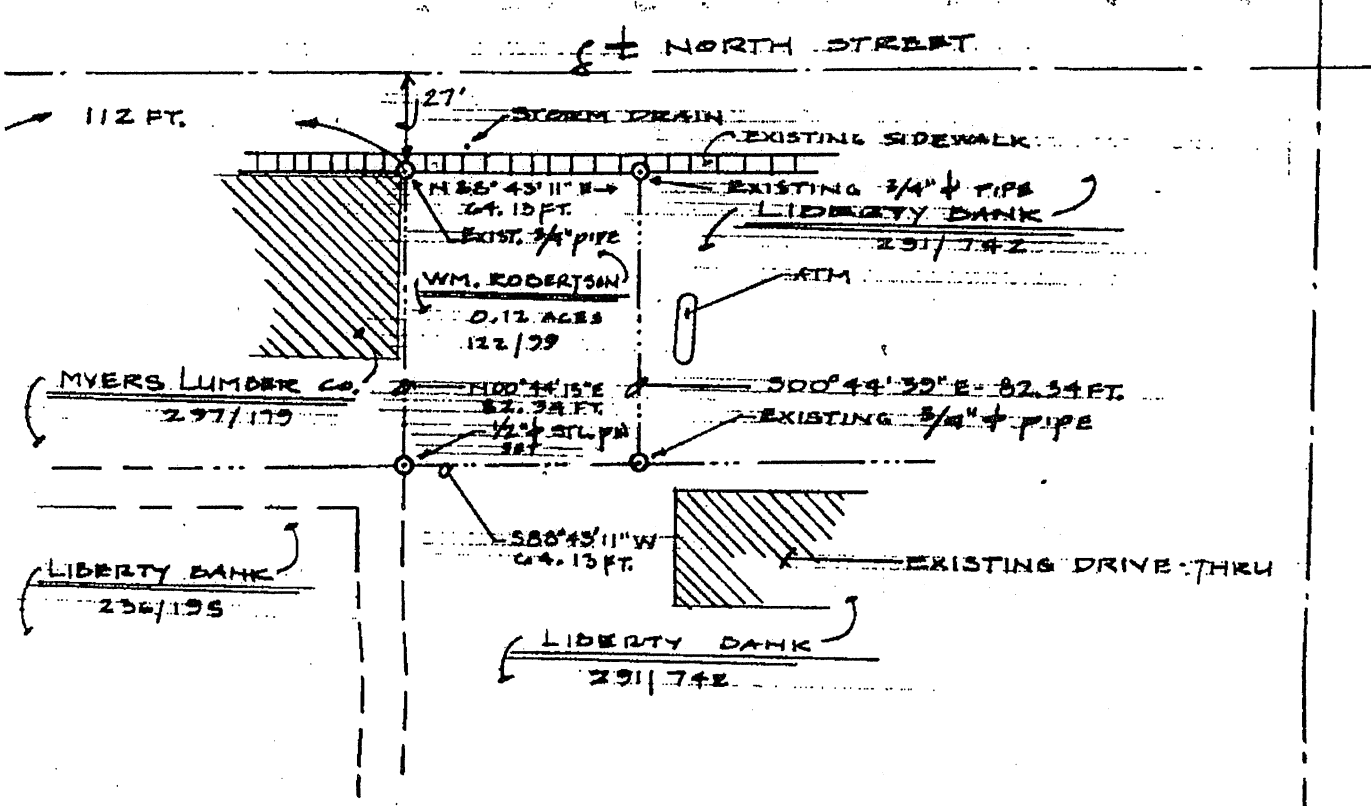
HOWARD E. DUNCAN & ASSOCIATES
ENGINEERS & SURVEYORS
MAYFIELD, KENTUCKY 42044

FILE NO.	DRAWN	CHECKED	SCALE	DATE
<u>28</u>	<u>HD</u>	<u>HD</u>	<u>1"=40'</u>	<u>12/19/89</u>

NORTH
1" = 50'



NORTH 7TH STREET



ART TRAVIS
1998

PROPERTY SURVEY PLAT FOR: <u>WM. ROBERTSON LOT</u> NORTH STREET BETWEEN 7TH & 8TH MAYFIELD, GRAYES COUNTY, KY.	
ART TRAVIS, ENGINEER BOX 546, 1103 POPLAR STREET BENTON, KENTUCKY 42025 (502) 527-3204	DRAWING # / DATE JAN '94

SURVEY OF REGIONS BANK, BRYAN AND MCKELVEY PROPERTY WHICH IS LOCATED ON THE SOUTH SIDE OF WEST NORTH STREET, EAST SIDE OF NORTH 8TH STREET AND THE WEST SIDE OF NORTH 7TH STREET IN THE CITY OF MAYFIELD AND COUNTY OF GRAVES, KENTUCKY.

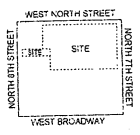
MINOR PLAT

SURVEY FOR AND OWNER:
 REGIONS BANK
 265 RIVERCHASE PARKWAY
 BIRMINGHAM, ALABAMA 35244

OWNERS:

MARY WICK BRYAN
 WILLIAM L. BRYAN
 1300 DOGWOOD DRIVE
 MAYFIELD, KY 42066

J. SPENCE MCKELVEY
 516 SOUTH THIRD STREET
 MAYFIELD, KY 42066



VICINITY MAP
(NOT TO SCALE)

TOTAL SURVEYED:
0.80 ACRES

SPECIAL NOTES FOR TRACT:

- (1) THIS TRACT IS SUBJECT TO ANY PRE-EXISTING EASEMENTS
- (2) FIELD SURVEY WAS DONE IN JUNE & JULY 2011
- (3) THIS TRACT PROPERTY DOES NOT LIE IN A FLOOD PLAIN ACCORDING TO FLOOD HAZARD BOUNDARY MAP WITH COMMUNITY PANEL NUMBER 21002-002 DATED MARCH 16, 1981 FOR THE CITY OF MAYFIELD IN GRAVES COUNTY, KENTUCKY.
- (4) THE 0.07 ACRES TRACT IS CURRENTLY BEING USED BY REGIONS BANK FOR ACCESS TO NORTH 8TH STREET
- (5) BANK SIGN ON THE 0.73 ACRES TRACT ENCRAGES ONTO THE RIGHT OF WAY OF WEST NORTH STREET AS SHOWN HEREON.

LAND SURVEYOR'S CERTIFICATION:

I DO HEREBY CERTIFY THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECTION BY AND THAT THE BEARINGS AND DISTANCES SHOWN HEREON HAVE BEEN ACQUIRED FOR RECORD. THE SURVEY SHOWN HEREON IS A CLASS A SURVEY AND THE ACCURACY AND PRECISION OF SAID SURVEY MEETS ALL THE SPECIFICATIONS OF THIS CLASS.

PROFESSIONAL LAND SURVEYOR: *R. T. Carter* PLS 7722 DATE 2-21-11

OWNERS' CERTIFICATION:

I WE, THE UNDERSIGNED, THE OWNERS OF RECORD OF THE PROPERTY SHOWN HEREON, AS RECORDED IN DEED BOOK 268, PAGE 89, DEED BOOK 270, PAGE 176, DEED BOOK 268, PAGE 196, DEED BOOK 270, PAGE 165 AND DEED BOOK 347, PAGE 31 IN GRAVES COUNTY CLERK'S OFFICE, AND DO HEREBY ADAPT THIS AS AN ENCROACHMENT FOR THIS PROPERTY.

MARY WICK BRYAN, *Mary Wick Bryan* DATE 8-21-11
 WILLIAM L. BRYAN, *William L. Bryan* DATE 8-21-11
 J. SPENCE MCKELVEY, *J. Spence McKelvey* DATE 9-2-11
 REGIONS BANK, *Regions Bank* DATE 9-9-11

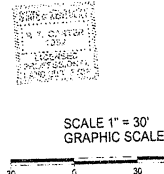
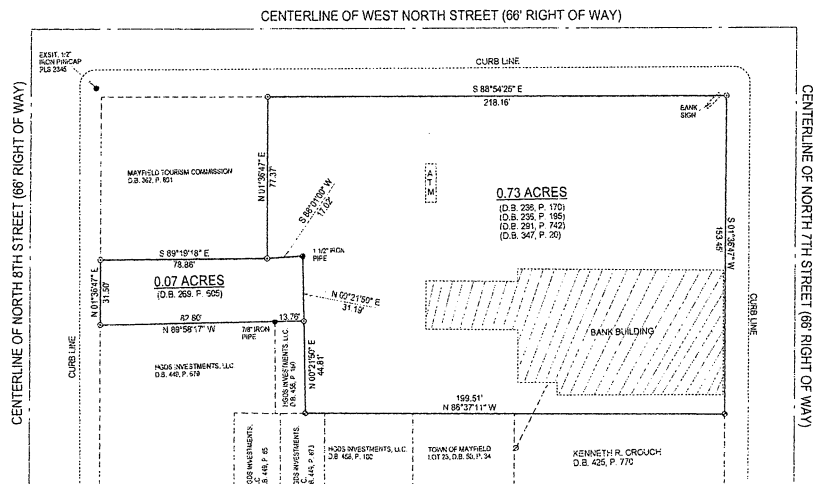
COMMISSION'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLAT HAS MET THE REGULATIONS OF THE MAYFIELD PLANNING COMMISSION AND IS NOW ELIGIBLE FOR RECORDING.

CHAIRMAN PLANNING COMMISSION: *Richard T. Carter* DATE 2/20/11

CERTIFICATE OF RECORDING

STATE OF KENTUCKY, COUNTY OF GRAVES
 I HEREBY CERTIFY THAT THIS PLAT OF SUBDIVISION WAS THIS DAY RECORDED IN MY OFFICE FOR RECORD AND HAS BEEN RECORDED IN DEED BOOK 347, PAGE 31 IN GRAVES COUNTY CLERK'S OFFICE. GIVEN UNDER MY HAND THIS 21st DAY OF FEBRUARY 2011 3:30 PM C. PAGES/SLIDE 251



- LEGEND**
- = 3/4" DIAMETER IRON PIN 18" IN LENGTH WITH CAP STAMPED R.T. CARTER, PLS 7722 (SET)
 - = EXISTING IRON PIPE/PIPE AS NOTED
 - = SURVEY LINE
 - - - = ADJOINING PROPERTY
 - = CENTERLINE OF ROAD
 - ⊕ = PK NAIL (SET)
 - = POWER LINE
 - ⊗ = POWER POLE

BEARINGS ARE MAGNETIC AND TAKEN FROM A READING IN THE FIELD ON 6-27-2011

RICHARD T. CARTER SURVEYING
 334 HAYMARKET CORNER ROAD
 MAYFIELD, KENTUCKY 42066
 PHONE 1-270-247-9297

Please Return To: Chenille Wesley
First American Title Insurance Company
6077 Primacy Pkwy, Suite 121B
Memphis, TN. 38119

9. Wpd

NCS-135426F

STATE OF Kentucky)
Graves COUNTY)

AFFIDAVIT

On this 22nd day of June, 2005, before me personally appeared **Keith B. Pressley**, a Senior Vice President of both Regions Bank, an Alabama state banking corporation, and Union Planters Bank, National Association (collectively referred to herein as "Regions"), to me personally known, who, being duly sworn on his oath, did state the following:

To the best of the affiant's knowledge, the chain of merger certificates attached hereto as Exhibit A accurately reflects the chains of predecessors in interest with respect to Regions. None of the entities listed on Exhibit A has ever made a claim or taken action against Regions; if any of such entities ever makes a claim against Regions as such claim relates to properties insured as of the date hereof by First American Title Insurance Company and Republic Title of Texas, Inc. (the "Title Company"), Regions will indemnify and hold harmless the Title Company from such claims.

Keith B. Pressley
NAME: Keith B. Pressley

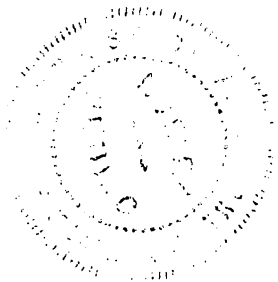
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Keith B. Pressley, whose name is signed to the foregoing Affidavit, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 22nd day of June, 2005.

Stacy Stephens
Notary Public

AFFIX SEAL
My commission expires: 7/9/06



BHM-#1345526-v2-FDIC_Certificate_Affidavit.DOC
R0909-77460



Exhibit A
Predecessors in Interest

National Information Center Federal Reserve System

Institution Search | Institution History | *Organization Hierarchy | Financial & Performance R

Financial Report

INSTITUTION TYPE:	COMMERCIAL BANK
REGULATOR:	FEDERAL DEPOSIT INSURANCE CORPORATION
INSURANCE:	FDIC/BIF
TOP HOLDER:	LIBSAB BANCORP, INC.
FDIC CERTIFICATE #:	17560
ACTIVITY:	COMMERCIAL BANKING

*Institution Organization Hierarchy

NAME: LIBERTY SAVINGS BANK
 ADDRESS: HIGHWAY 121 SOUTH
 CITY: MAYFIELD
 STATE: KY
 ZIP CODE: 42066
 COUNTRY: UNITED STATES

Branches

CURRENT UNION PLANTERS BANK, NATIONAL ASSOCIATION HAS ACQUIRED
STATUS: LIBERTY SAVINGS BANK

To continue your search process for LIBERTY SAVINGS BANK organization chart, please select a report format, starting point, valid as of date, and type of institutions to include.

Report Format: Complete Summary Report(PDF)

Starting from: LIBERTY SAVINGS BANK Top Holder LIBSAB BANCORP, INC.

Organization as of Date (mm/dd/yyyy format): 04/18/1989

Selection Criteria by: ALL

Submit

STATE OF KENTUCKY
 COUNTY OF GRAVES, Sct.
 I, Barry Kennemore, Graves County Clerk in and for the State and County aforesaid do certify that this instrument was indeed in my office for record on the 29 day of June 05 at 12:20 o'clock PM and the same and the foregoing and this certificate have been duly recorded in Misc Book X-15 page 82 in the Graves County Clerk's Office this the 29 day of June 05 Barry Kennemore
 Barry Kennemore, Clerk

[http://132.200.33.161/nicSearch/servlet/NICServlet?REQ=TIER&MODE=ATTR&\\$ITEM...](http://132.200.33.161/nicSearch/servlet/NICServlet?REQ=TIER&MODE=ATTR&$ITEM...) 6/23/2005



ORIGINAL COPY
FILED
SECRETARY OF STATE OF MISSOURI
FRANKFORT, MISSOURI

DEC 15 1983

ARTICLES OF MERGER

BY AND BETWEEN

LIBERTY SAVINGS BANK

AND

LSB BANK, INC.

Samuel J. Miller
SECRETARY OF STATE

Pursuant to KRS 271A.370, KRS Chapter 287 and applicable Statutes, Liberty Savings Bank and LSB Bank, Inc., by and through their duly authorized agents and officers, have executed these Articles of Merger pursuant to which Liberty Savings Bank is merged with and into LSB Bank, Inc., and pursuant to which LSB Bank, Inc., shall be the surviving corporation, and shall thereafter be known as Liberty Savings Bank.

I. The Plan and Agreement of Merger

The Plan and Agreement of Merger by and between Liberty Savings Bank and LSB Bank, Inc., with Libsab Bancorp, Inc., being a party to such Plan, is attached to these Articles of Merger, marked Exhibit "A", and incorporated by reference as if fully set forth.

II. The Date and Manner of Adoption of the Plan and Agreement of Merger

The Plan and Agreement of Merger was adopted by the constituent corporation as follows:

Liberty Savings Bank:

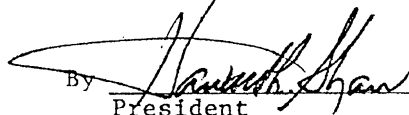
The Board of Directors of Liberty Savings Bank, by Resolution adopted July 7, 1983, adopted the Plan and Agreement of Merger in conformity with KRS 271A.355, and the Plan and Agreement of Merger was adopted by the shareholders of Liberty Savings Bank meeting at a special meeting of shareholders duly called for that purpose, and a majority of the shareholders voting in favor of the Merger, on October 25, 1983.

LSB Bank, Inc.:

The Board of Directors of LSB Bank, Inc., by Resolution adopted on Oct 3, 1983, adopted the Plan and Agreement of Merger in conformity with KRS 271A.355, and the Plan and Agreement of Merger was adopted by the shareholders of the Bank meeting at a special meeting of shareholders duly called for that purpose, and a majority of the shareholders voting in favor of the Merger, on October 3, 1983.

IN TESTIMONY WHEREOF, the President and Secretary of each such corporation does hereby execute and sign these Articles of Merger, this the 5 day of December, 1983.

LIBERTY SAVINGS BANK

By 
President

Louis M. Hays
Secretary

LSB BANK, INC.

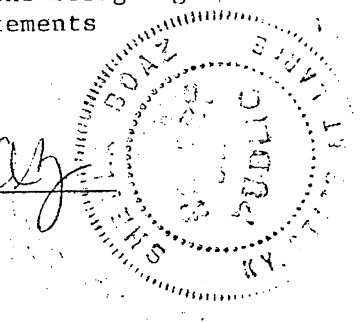
By Howard L. Shaw
President
Louis M. Hays
Secretary

STATE OF KENTUCKY
COUNTY OF GRAVES

I, Sheila Boaz, a Notary Public hereby certify that on the 5 day of December, 1983, personally appeared before me Howard L. Shaw, who being duly sworn, declared that he is the President of Liberty Savings Bank, that he signed the foregoing document as President of that Corporation, and the statements therein contained are true and correct.

My commission expires:
My Commission Expires 8/16/86

Sheila Boaz
Notary Public

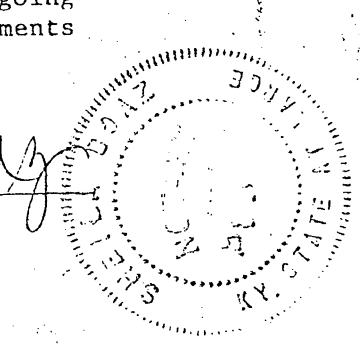


STATE OF KENTUCKY
COUNTY OF GRAVES

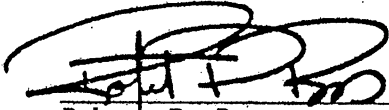
I, Sheila Boaz, a Notary Public hereby certify that on the 5 day of December, 1983, personally appeared before me Howard L. Shaw, who being duly sworn, declared that he is the President of LSB Bank, Inc., that he signed the foregoing document as President of that Corporation, and the statements therein contained are true and correct.

My commission expires:
My Commission Expires 8/16/86

Sheila Boaz
Notary Public



THIS INSTRUMENT PREPARED BY:



Robert P. Ross
Pedley, Ross & Zielke
Suite 705 - Meidinger Tower
Louisville, Kentucky 40202

PLAN AND AGREEMENT OF MERGER

between

LIBERTY SAVINGS BANK

and

LSB BANK

under the charter of

LIBERTY SAVINGS BANK

under the title of

"LIBERTY SAVINGS BANK"

This AGREEMENT, is made this 1st day of September, 1983, among LIBERTY SAVINGS BANK, a Kentucky banking corporation ("Liberty") and LSB BANK, a Kentucky banking corporation ("LSB"), joined in by LIBSAB BANCORP, INC., a Kentucky corporation ("Bancorp").

WITNESSETH:

The Board of Directors of Liberty desires that Liberty become part of a bank holding company structure to allow Liberty to remain competitive in a banking environment that is increasingly affected by the activities of bank holding companies. To achieve this objective, Bancorp is formed as a Kentucky corporation and application made to the Federal Reserve Board of Governors for approval of procedures by which Bancorp will acquire 100% of the shares of stock of Liberty and become a bank holding company under the Bank Holding Company Act of 1956, as amended.

To facilitate Bancorp's acquisition of Liberty, LSB is created as a wholly-owned subsidiary (excepting directors' qualifying shares) of Bancorp. The Boards of Directors of Liberty, LSB and Bancorp now wish to merge LSB with Liberty, under the charter of LSB, with the result that the resulting, merged banking corporation will be a wholly-owned subsidiary of Bancorp.

Now, therefore, in consideration of the covenants contained herein and consideration between the parties, adequacy of which is hereby acknowledged, the parties hereto covenant and agree as follows:

SECTION I

Bancorp is a corporation duly organized under the laws of the Commonwealth of Kentucky and has its registered office in Mayfield, Kentucky. Bancorp's authorized capital consists of 200,000 shares of common stock, no par value. ("Bancorp Stock"). At the time (the "Effective Time") when the merger (the "Merger") provided for by this Plan and Agreement of Merger becomes effective, there will be no Bancorp shares issued and outstanding.

SECTION II

Liberty is a state banking corporation duly organized under the laws of the Commonwealth of Kentucky and has its principal office in Mayfield, Kentucky. Liberty's authorized capital stock consists of 100,000 shares of common stock of a par value of \$10 per share ("Liberty Stock"). As of June 30, 1983, Liberty had capital stock of \$1,000,000, divided into 100,000 shares of Liberty Common Stock, surplus of \$2,000,000 and undivided profits of \$_____. There are as of the date of this Plan and Agreement of Merger, and there will be at the Effective Time, 100,000 issued and outstanding shares of Liberty Common Stock.

SECTION III

LSB is a state banking corporation duly organized under the laws of the Commonwealth of Kentucky and has its principal office in Mayfield, Kentucky. LSB's authorized capital stock presently consists of 1,000 shares of common stock of a par value of \$200 per share ("LSB Common Stock"). LSB will have immediately before the Effective Time, capital stock of \$200,000 divided into 1,000 shares of LSB Common Stock, and surplus of \$100,000. Bancorp will own at the Effective Time, all of the issued and outstanding shares of LSB Common Stock except 27 directors' qualifying shares.

SECTION IV

A majority of the entire Board of Directors of Liberty and a majority of the entire Board of Directors of LSB have approved this Plan and Agreement of Merger and authorized its execution. A majority of the entire Board of Directors of Bancorp has approved this Plan and Agreement of Merger, has agreed that Bancorp shall

join in and be bound by it and has authorized the actions hereinafter undertaken by Bancorp.

SECTION V

From and after the Effective Time, and as and when required by the provisions of this Plan and Agreement of Merger, Bancorp shall issue shares of Bancorp Common Stock to the shareholders of Liberty in the manner hereinafter provided.

SECTION VI

Upon the terms and conditions set forth in this Plan and Agreement of Merger, Liberty shall be merged into LSB under the Charter and Articles of Incorporation of LSB, pursuant to the provisions of, and with the effect provided in, the statutory provisions now codified as Kentucky Revised Statutes §271A.355, et. seq. (the "Statute").

SECTION VII

From and after the Effective Time (a) the name of the state banking corporation (the "Continuing Bank" whenever reference is made to it as of the Effective Time or thereafter) shall be "Liberty Savings Bank" and (b) the Main Office and established and authorized branch offices of Liberty shall be the Main Office and established and authorized branch offices of the Continuing Bank.

SECTION VIII

Upon the Effective Time (a) the Continuing Bank's Articles of Incorporation shall be the Articles of LSB as in effect at the time of the Merger until changed as herein or by law provided, except that Article VI of Continuing Bank's Articles of Incorporation shall hereby be changed to read as follows:

"The amount of the presently authorized capital stock of the corporation is 100,000 common shares of \$10 par value. The corporation will not issue fractional shares, but will handle any fraction of a share according to the law of Kentucky."

and (b) the Continuing Bank's By-Laws shall be the By-Laws of LSB in effect at the time of the Merger until changed as herein or by law provided.

SECTION IX

At the Effective Time:

(a) The directors and officers of the Continuing Bank shall be those persons who are directors or officers of Liberty immediately before the Effective Time;

(b) The committees of the Board of Directors of the Continuing Bank at the Effective Time shall be the same as, and shall be composed of the same persons who were serving on, committees appointed by the Board of Directors of Liberty as they exist immediately before the Effective Time; and

(c) The committees of officers of the Continuing Bank at the Effective Time shall be the same as, and shall be composed of the same officers who were serving on, the committees of officers of Liberty as they exist immediately before the Effective Time.

SECTION X

At the Effective Time, the separate corporate existence of Liberty and LSB shall, as provided by the Statute, be merged into and continued in the Continuing Bank, and the Continuing Bank shall be deemed to be the same corporation as Liberty and LSB.

SECTION XI

At the Effective Time, all rights, franchises and interests of Liberty and LSB, respectively, in and to every type of property (real, personal and mixed) and choses in action shall be transferred to and vested in the Continuing Bank by virtue of the Merger without any deed or other transfer, and the Continuing Bank, without any order or other action on the part of any court or otherwise, shall hold and enjoy all rights of property, franchises and interests, including appointments, designations and nominations, and all other rights and interests (if any) as trustee, executor, administrator, registrar of stocks and bonds, guardian of estates, assignee, receiver and committees of estates of lunatics, and in every other fiduciary capacity, in the same manner and to the same extent as such rights, franchises and interests were held or enjoyed by Liberty and LSB, respectively, immediately before the Effective Time.

SECTION XII

At the Effective Time, the Continuing Bank shall be liable for

all liabilities of Liberty and LSB, and all deposits, debts, liabilities, obligations and contracts of Liberty and of LSB, matured or unmatured, whether accrued, absolute, contingent or otherwise, and whether or not reflected or reserved against on balance sheets, books or accounts or records of Liberty or of LSB, as the case may be, shall be those of the Continuing Bank and shall not be released or impaired by the Merger. Further, all rights of creditors and other obligees and all other liens on properties of either Liberty or LSB shall be preserved unimpaired.

SECTION XIII

At the Effective Time:

(a) No cash shall be allocated to the shareholders of Liberty or to any other person, firm or corporation (except pursuant to shareholder appraisal rights).

(b) The shareholders of Liberty of record at the Effective Time shall be allocated and entitled to receive for each share of Liberty Common Stock then held by them, one share of Bancorp Common Stock.

(c) Each share of Liberty Common Stock shall, ipso facto and without any action on the part of the holder thereof, become and be converted into one share of Bancorp Common Stock, and all outstanding certificates representing shares of Liberty Common Stock shall represent, instead of shares of Liberty Common Stock, the right to receive shares of Bancorp Common Stock at the rate of one share of Bancorp Common Stock for each share of Liberty Common Stock.

(d) The shares of capital stock of LSB issued and outstanding immediately before the Effective Time (\$200,000 of capital stock and \$100,000 of capital surplus divided into 1,000 shares of the par value of \$200 each) shall be repurchased for \$300 per share by the Continuing Bank or Bancorp on its behalf immediately following the Effective Time, so that the amount and number of shares of capital stock of the Continuing Bank shall equal the amount and number of shares of the capital stock of Liberty immediately before the Merger (\$1,000,000 divided into 100,000 shares of the par value of \$10 each).

(e) There shall be allocated to Bancorp 100,000 shares of the capital stock of the Continuing Bank of the par value of \$10 each.

SECTION XIV

Bancorp shall issue, for delivery to holders of certificates previously representing Liberty Common Stock, certificates representing such shares of Bancorp Common Stock as shall be required to be delivered to such holders to represent the shares of Bancorp Common Stock allocated to them by Section XIII(b). Until physical exchange of certificates shall have been effected under this Plan and Agreement of Merger, Bancorp shall be entitled to withhold the distribution of dividends to any holder of a certificate of stock which, before the Merger, represented capital stock of Liberty. Whenever a dividend is declared by Liberty on its Common Stock after the Merger, the declaration shall include dividends on all shares issued but with respect to which no certificate has been delivered hereunder, but no such distribution of such dividend shall be required to be made until certificates for such shares shall have been delivered to the persons entitled thereto. Upon delivery of such certificates or as soon as practicable thereafter such persons shall be entitled to receive from Bancorp an amount equal to all dividends (without interest thereon and less the amount of taxes, if any, which have been imposed or paid thereon) on the shares represented thereby.

SECTION XV

This Plan and Agreement of Merger shall be submitted to the respective shareholders of Liberty and LSB for ratification and confirmation at meetings to be called and held in accordance with applicable provisions of law and the respective Articles of Incorporation and By-Laws of Liberty and LSB. Liberty and LSB shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise, necessary for consummation of the Merger on the terms provided by this Plan and Agreement of Merger. Upon the approval of the Plan and Agreement of Merger by a majority of the shareholders of Liberty and a majority of the shareholders of LSB, Liberty and LSB will cause Articles of Merger to be executed, verified and delivered for filing to the Secretary of State of the Commonwealth of Kentucky, all in accordance with the provisions of Kentucky Revised Statute §271A.370, within sixty (60) days after the later of (a) the receipt of all permits, consents, approvals and authorizations from federal and state governmental authorities and regulatory agencies necessary to effect the transactions contemplated herein, or (b) approval of the Plan of Merger and Agreement by a majority of the shareholders of each of Liberty and LSB.

SECTION XVI

Consummation of the Merger is conditioned upon:

(a) Ratification and confirmation of this Plan and Agreement of Merger by a vote of the respective shareholders of Liberty and LSB as required by law; and

(b) Procurement of all other consents and approvals, completion of filings, registrations and certifications, and satisfaction of all other requirements prescribed by law, which are necessary for consummation of the Merger; and

(c) The truth at the Effective Time of the recitals set forth in Sections I, II, and III of this Plan and Agreement of Merger; and

(d) Receipt by Bancorp of an agreement from each person named in a list provided by Pedley, Ross and Zielke, counsel for Liberty, dated the Effective Time, as an "affiliate" of Liberty for purposes of Rule 145 of the Securities and Exchange Commission under the Securities Act of 1933, as amended, to the effect that (1) the "affiliate" will not dispose of any Bancorp Common Stock received by the "affiliate" pursuant to the Merger in violation of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder, and (2) the "affiliate" consents to the placing of a legend on the certificates representing the "affiliate's" Bancorp Common Stock in a transaction to which Rule 145 is applicable and to giving a stop-transfer instructions to Bancorp's transfer agent with respect to the "affiliate's" certificates.

SECTION XVII

If any one or more of the following circumstances exist, either Liberty or LSB may terminate this Plan and Agreement of Merger at any time before the Effective Time by written notice to the other if the written notice is authorized or approved by resolution adopted by the Board of Directors of the one giving the notice:

(a) The number of shares of capital stock of Liberty that voted against the Merger, or in respect of which written notice is given purporting to dissent from the Merger, is such that consummation of the Merger is unwise in the opinion of either the Board of Directors of Liberty or the Board of Directors of LSB: or

(b) An action, suit, proceeding or claim has been instituted, made or threatened relating to the Merger which shall make consummation of the Merger inadvisable in the opinion of either the Board of Directors of Liberty or the Board of Directors of LSB; or

(c) Any action, consent or approval, governmental or otherwise, which is, or in the opinion of counsel for Liberty may be, necessary to permit or enable the Continuing Bank, upon and after the Merger, to conduct all or any part of the business and activities as are then conducted by Liberty and by LSB, shall not have been obtained; or

(d) Written opinions of counsel satisfactory in form and substance to Liberty with respect to the tax consequences of the Merger and the transactions referred to in this Plan and Agreement of Merger shall not have been obtained and remain in effect; or

(e) Any other reason exists which would make consummation of the Merger inadvisable in the opinion of the Boards of both Liberty and LSB.

Upon termination by written notice as provided in this Section XVII, this Plan and Agreement of Merger shall be void and of no further effect, and there shall be no liability by reason of this Plan and Agreement of Merger or the termination thereof on the part of either Liberty, LSB, Bancorp or the directors, officers, employees, agents or shareholders of any of them.

SECTION XVIII

The parties hereto, by resolution of their respective Boards of Directors, may waive any condition precedent set out in Section XVI hereof, or may amend, modify or supplement this Plan and Agreement of Merger, before or after approval thereof by the respective shareholders of Liberty and LSB, in such manner as may be agreed upon by the parties hereto in writing; provided, however, that the parties hereto may not amend, modify or supplement this Plan and Agreement of Merger to the extent that it shall affect the rights of the shareholders of Liberty in a manner which, in the judgment of the Board of Directors of Liberty, shall materially prejudice the rights of such shareholders or otherwise adversely affect them.

SECTION XIX

Liberty's Plans for employees, of all nature, shall be continued from and after the Effective Time. Such Plans shall

LSB BANK
By Howard L. Shaw
Howard L. Shaw, President

Attest:
Gene R. Miller
Cashier

COMMONWEALTH OF KENTUCKY
COUNTY OF GRAVES

I, Sheila Boaz, a Notary Public, do hereby certify that on this 1st day of September, 1983, personally appeared before me Howard L. Shaw and Gene R. Miller, who by me first duly sworn, subscribed and acknowledged that they are the President and Cashier, respectively of LSB Bank, and that they signed the foregoing document as President and Cashier of the Corporation, and that the statements therein contained are true.

My commission expires:

My Commission Expires 8/16/86

Sheila Boaz
Notary Public

Cecil Anderson
Cecil Anderson

C. A. Byrn, Jr.
C. A. Byrn, Jr.

James T. Holloway
James T. Holloway

Hal Johnson
Hal Johnson

R. N. Maddox, Jr.
R. N. Maddox, Jr.

Sam B. Neely
Sam B. Neely

Howard L. Shaw
Howard L. Shaw

Jack D. Vincent
Jack D. Vincent

Gay P. Youngblood
Gay P. Youngblood

All of the Directors of LSB Bank

Libsab Bancorp, Inc., hereby joins in the foregoing Plan and Agreement of Merger, undertakes that it will be bound thereby and that it will do and perform all the acts and things therein referred to or provided to be done by it.

Libsab Bancorp, Inc.
By Howard L. Shaw
Howard L. Shaw, President

And By Lois M. Yarbrough
Lois M. Yarbrough, Secretary

* * * * *

COMMONWEALTH OF KENTUCKY
COUNTY OF GRAVES

On June 13th, 1983, before me a Notary Public for the Commonwealth and County aforesaid, personally came Howard L. Shaw and Lois M. Yarbrough as President and Secretary of Libsab Bancorp, Inc., a Kentucky corporation, and each in his said capacity, acknowledged the foregoing instrument to be the act and deed of said Corporation.

WITNESS my official seal and signature this day and year aforesaid.

My commission expires:

My Commission Expires 8/16/86

Sheila Boyd
Notary Public

STATE OF KENTUCKY
COUNTY OF GRAVES, Sct

I, Glen Bruce, Clerk of the County Court in and for the State and County aforesaid do certify that this instrument was lodged in my office for record on the 8 day of December, 1983 at 12:46 o'clock pm, and the

same and the foregoing and this certificate have been duly recorded in Article 7, page 1051 in the Graves County Court Clerk's Office this the 8 day of December, 1983

GLEN BRUCE, Clerk
By W. Wilford D.C.

EXAMINED AND APPROVED
DEPARTMENT OF BANKING AND SECURITIES
COMMONWEALTH OF KENTUCKY
5 Dec 83
COMMISSIONER

OWP40473

WK-913. R-2-81

RIGHT-OF-WAY PERMIT

STATE OF KENTUCKY)
COUNTY OF Graves) Sct.

That the undersigned Liberty Savings Bank (a Ky. Corporation)

..... (hereinafter called Grantor) for a valuable consideration, does hereby grant, bargain, and convey unto Western Kentucky Gas Company, a division of Texas American Energy Corporation, a Delaware corporation, with offices in Owensboro, Kentucky 42302, its successors and assigns (hereinafter called grantee), a right-of-way easement to lay, construct, maintain, operate, alter, repair, exchange, and remove a pipeline and convenient appurtenances for the transportation of natural gas along a route 10 feet wide across the real property of the grantor, which is described in Deed Book 263, page 351, in the office of the Graves County Court Clerk. Said description is incorporated herein by reference. Said land was acquired by grantor by deed dated 30th day of September, 1973, recorded in Deed Book 263 page 351, in the office of the Graves County Court Clerk.

The grantee shall have such rights as are necessary and convenient for the full enjoyment of the right of way herein granted and for the purpose above set forth.

The grantee agrees to bury its lines below the surface of the ground and to pay the grantor for all damages to shrubbery, plantings, or other objects interfered with by the laying of said pipeline.

The grantor reserves unto himself, his successors and assigns, the full right to use and enjoy the property except for such use that would increase the risk and cost of operating the pipeline by the Company.

IN TESTIMONY WHEREOF, Witness the hand of the grantor this 24th day of May, 1983.

GRANTOR:

LIBERTY SAVINGS BANK
Howard L. Shaw President

STATE OF KENTUCKY)
COUNTY OF Graves) Sct.

I, a notary public, in and for the county and state aforesaid, do hereby certify that the foregoing instrument was this day produced before me by Howard L. Shaw, President of Liberty Savings Bank

who duly signed and acknowledged same to be his or her corporate act and deed.

WITNESS my hand and notarial seal this 24th day of May, 1983
My commission expires October 16, 1986

Notary Public,

This instrument prepared by Paul Miller of Mayfield, Ky.

STATE OF KENTUCKY
COUNTY OF GRAVES, SCT

I, Glen Bruce, Clerk of the County in and for the State and County aforesaid do certify that this instrument was lodged in my office for record on the 25 day of May, 1983, at 1:55 p.m. o'clock, and the same and the foregoing and this certificate have been duly recorded in Maxwell Book X-5, Page 1086, in the Graves County Clerk's Office this the 31st day of May, 1983.

GLEN BRUCE, CLERK
BY Al. Wilford DC
686

AFFIDAVIT

STATE OF KENTUCKY
COUNTY OF GRAVES

Personally appeared before me, a notary public, in and for the aforesaid state and county, the undersigned, who after first being duly sworn, deposes and says:

(1) The Affiant states that he has been advised that certain real estate was conveyed by R. H. Robertson and others to Jessie Lee Yates and husband, J. W. Yates, by deed dated August 3, 1948, recorded September 17, 1949, in Deed Book 145, page 314, Graves County Court Clerk's Office and in this instrument the said R. H. Robertson was so mentioned in the granting clause of said deed but the records indicate that the deed was signed by H. R. Robertson and acknowledged by H. R. Robertson.

(2) The Affiant further states that he has been advised that in an Affidavit of Descent of Mattie Robertson who died April 20, 1941, and of record in Deed Book 122, page 86, Graves County Court Clerk's Office that R. H. Robertson was mentioned as a son in said Affidavit as inheriting a 1/5 interest in said property but the Affidavit is signed and acknowledged by H. R. Robertson in naming the heirs of Mattie Robertson.

(3) The Affiant further states that H. R. Robertson and R. H. Robertson are one and the same person and in reality the ini-

tials were reversed in the instruments set out above and the real name of the person so mentioned in the Deed and Affidavit is H. R. Robertson.

(4) Further the Affiant saith not.

Claude T. Winston

STATE OF KENTUCKY
COUNTY OF GRAVES

Subscribed, sworn to, acknowledged and verified before me by and on this 3 day of January, 1990.

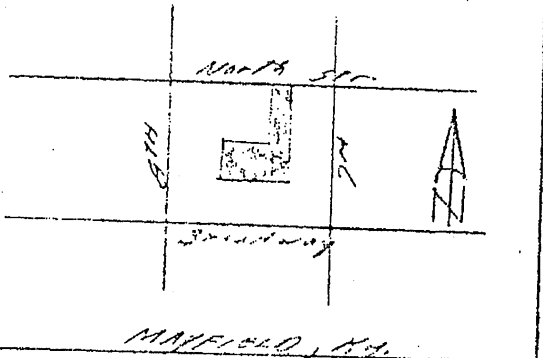
MY COMM. EXPIRES:
January 28, 1991

Sam Boyd Neely
NOTARY PUBLIC, STATE-AT-LARGE

THIS INSTRUMENT PREPARED BY:
Sam Boyd Neely
NEELY & BRIEN,
238 NORTH 9TH STREET
MAYFIELD, KY 42066

STATE OF KENTUCKY
COUNTY OF GRAVES, Sct
I, Glen Bruce, Clerk of the County Court in and for the
County of Graves, do hereby certify that this instrument
was filed for record on the 3 day of
Jan 90 10:00 am and the
Deed 323 and 710
January 1990
GLEN BRUCE, Clerk
By D. Wilford D.C.

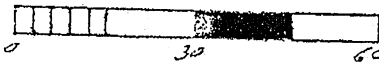
LOCATION MAP



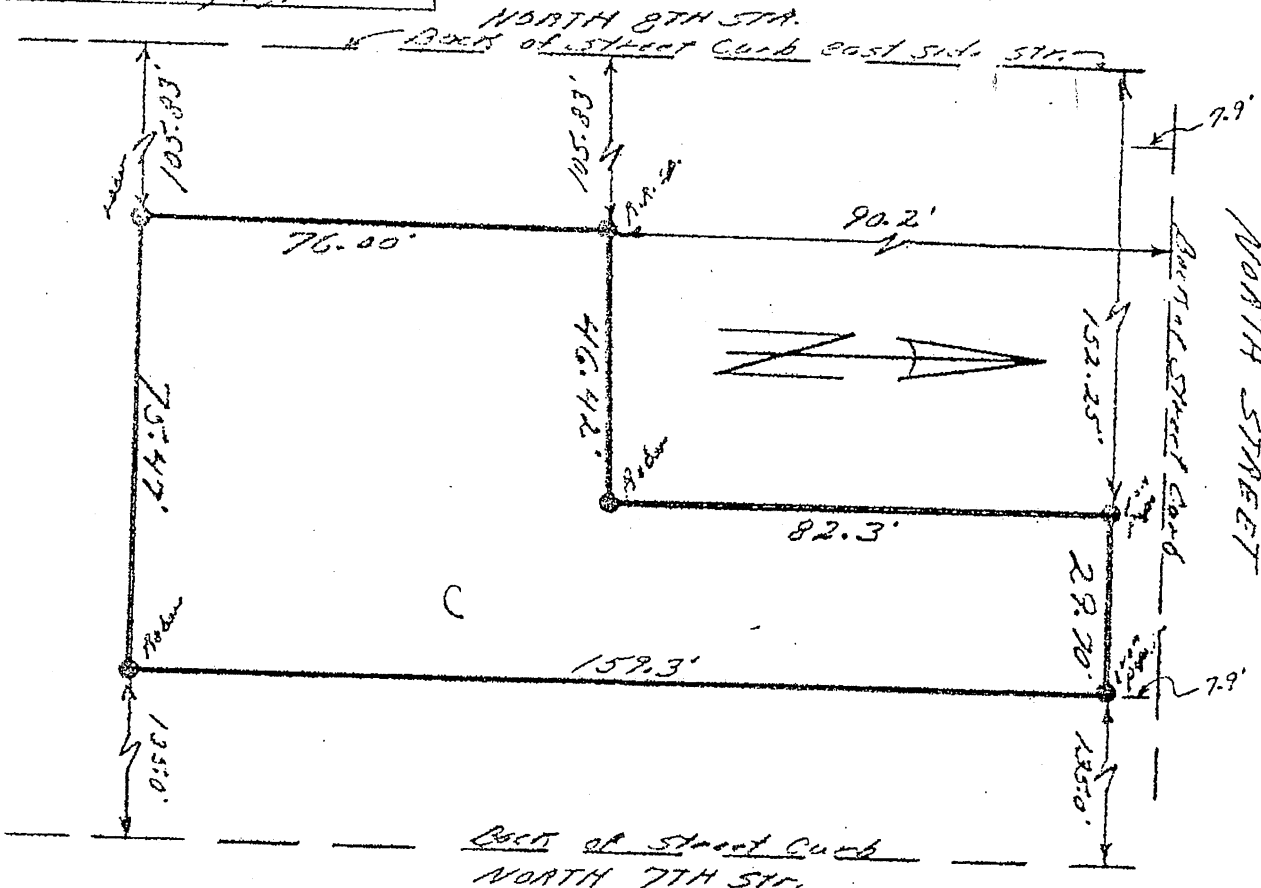
LEGEND

- = Iron Marker
- = Conc. Marker

GRAPHIC SCALE



This plat prepared from map for plat prepared 7-25-1983



OWNER'S CERTIFICATION

I (we) do hereby certify that I (we) the only owners of record of the property platted herein, said property being recorded in _____ book _____, page _____ and _____ book _____, page _____ in the Graves County Clerk's Office, and do hereby adopt this as my (our) record plat for this property; and do hereby dedicate the streets and any other space so indicated to public use.

Date

Owner's Signature

Date

Owner's Signature

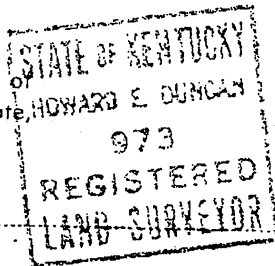
ENGINEER'S OR LAND SURVEYOR'S CERTIFICATION

I do hereby certify that this record plat was prepared under my direction and that the best of my knowledge and belief the boundaries of the property being subdivided are true and accurate and all applicable requirements of the Subdivision Regulations have been met.

9/27/1983

Date

Howard E. Duncan
Engineer's Signature



PLANNING COMMISSION STAFF

I hereby certify that the monuments indicated on the above plat actually exist and all other information shown hereon is in accordance with current subdivision regulations.

9-29-83

Date

Gene Crowder
Staff

COMMISSION'S CERTIFICATION

We do hereby certify that this record plat has met the regulations of the Mayfield Planning Commission, and is now eligible for recording.

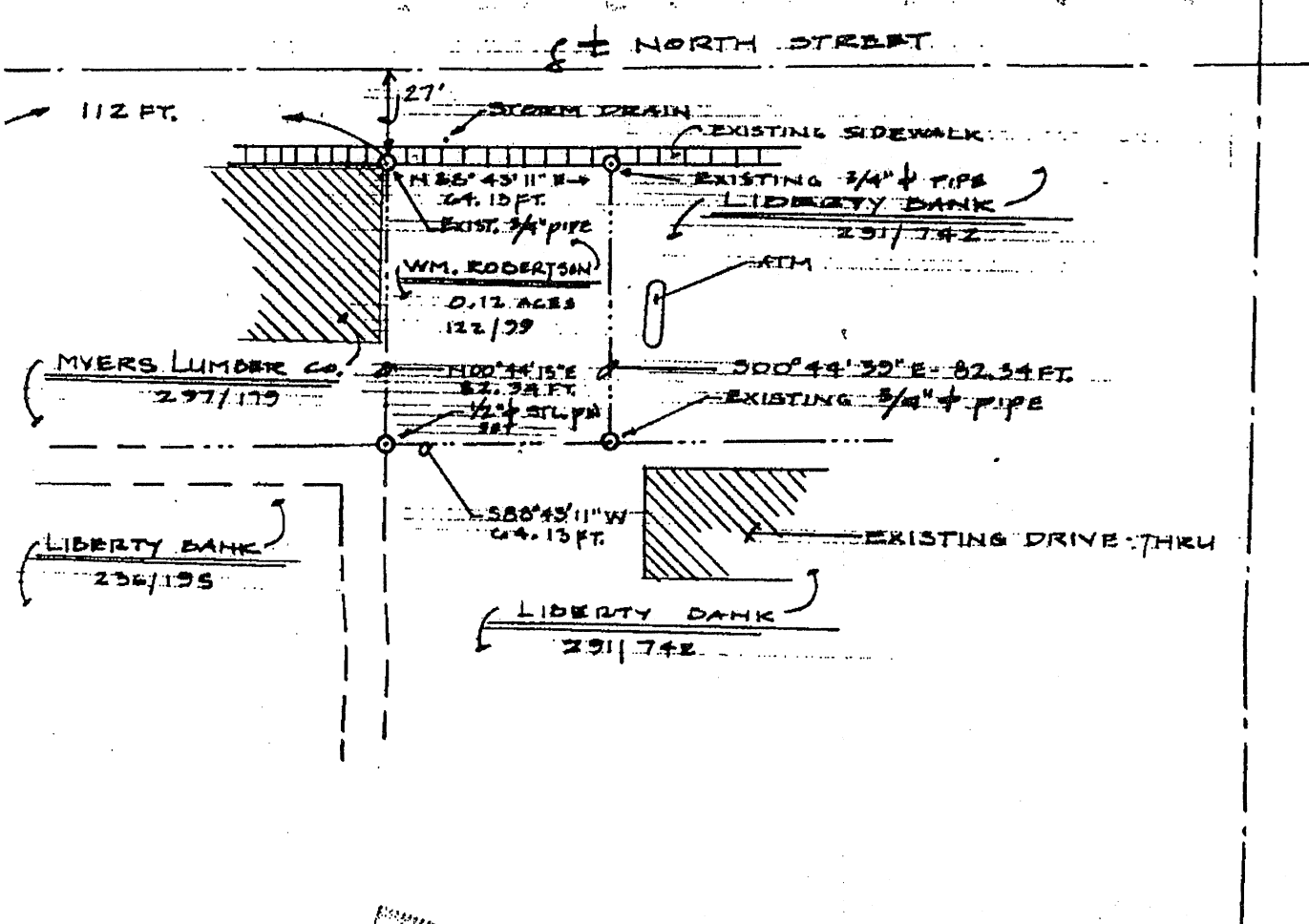
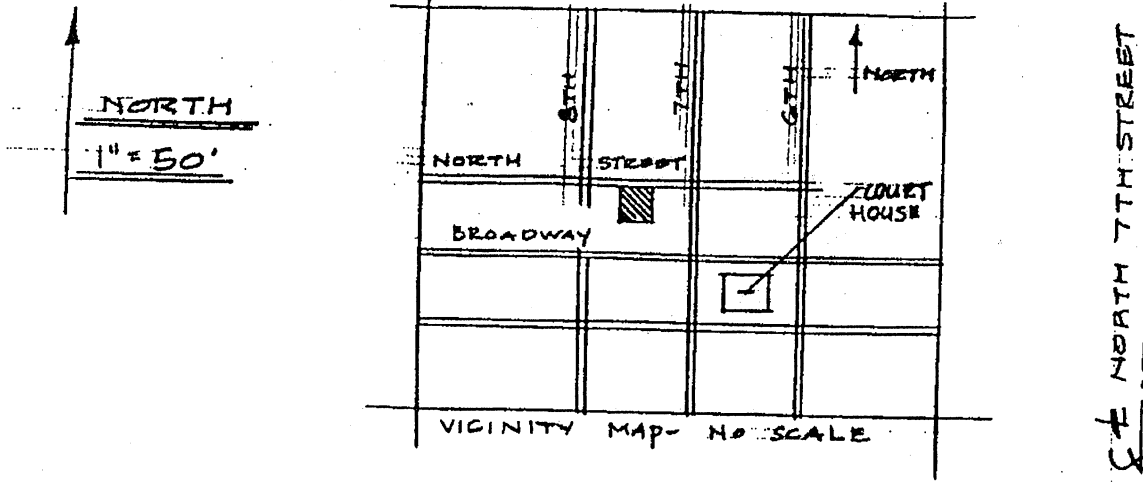
9-30-83

Date

[Signature]
Chairman
Mayfield Planning Commission

HOWARD E. DUNCAN & ASSOCIATES
ENGINEERS & SURVEYORS
MAYFIELD, KENTUCKY 42066

FILE NO.	DRAWN	CHECKED	SCALE	DATE
L-3	HD	HD	1"=30'	9/27/1983



ART TRAVIS
1998

PROPERTY SURVEY PLAT FOR: WM. ROBERTSON LOT NORTH STREET BETWEEN 7TH & 8TH MAYFIELD, GRAYES COUNTY, KY.	
ART TRAVIS, ENGINEER BOX 546, 1103 POPLAR STREET BENTON, KENTUCKY 42025 (502) 527-3204	DRAWING # DATE JAN '94