

10/5/2022 prel deeds bk 380 pg 201

REAL ESTATE MORTGAGE FOR KENTUCKY

THIS MORTGAGE is made and entered into by HARRISON COUNTY WATER ASSOCIATION, INC.

residing in Harrison County, Kentucky, whose post office address is P. O. Box 215 Cynthiana, Kentucky 41031, herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory notes or assumption agreements or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
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(See Attachment "A")

(The interest rate for limited resource farm ownership or limited resource operating loans secured by this instrument may be increased as provided in the Government regulations or the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949 or any other statute administered by the Government;

And it is the purpose and intention of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument, this instrument shall secure payment of the note;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1190a, or any amounts due under any Shared Appreciation Agreement/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.

NOW, THEREFORE, in consideration of the loans and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision and (b) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby sell, convey, and assign, with general warranty, unto the Government the following property situated in the State of Kentucky,

County or Counties of Harrison, Scott and Bourbon

(See Attachment "B")

LODGED FOR RECORD RD 1927-1 KY (Rev. 1-97)
HARRIS COUNTY CLERK

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(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, handicap, familial status, age or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, handicap, familial status, age or national origin.

(21) Borrower further agrees that the loans secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as prohibited by 7 C.F.R. part 1940, subpart G.

(22) This instrument shall be subject to the present Government regulations and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to,

_____ and in the case of Borrower to the address shown in the Government's Finance Office records (which normally will be the same as the post office shown above).

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

being the same (or part of the same) land conveyed*

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues and profits thereof and revenues and income therefrom, all improvements, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest there in all of which are herein called "the property"; All rents, profits and income from the property covered by this mortgagee are hereby assigned to the mortgagee for the purpose of discharging the debt hereby secured. Permission is hereby given to the mortgagor, so long as no default exist hereunder, to collect such rents, profits and income for use in accordance with regulations.

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured less the Government against any loss under its insurance of payment of the note by reason of any default by Borrower.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by Government regulations.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) The Government, may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe, and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property. Upon termination of this mortgage, after payment in full, the mortgagee, at the mortgagor's expense, shall execute and file or record such instruments of release, satisfaction and termination in proper form pursuant to the requirements contained in KRS 382.365.

(12) Except as otherwise provided by Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or the lien or any benefits hereof.

Given under the hands and seals of Borrower this 2nd day of December, XX2010.

Harrison County Water Association, Inc. (SEAL)
BY [Signature] (SEAL)
William R. Toadvine, President
J. Frank Marsh, Vice

STATE OF KENTUCKY }
COUNTY OF HARRISON }

Before me, Dorothy Jo Mastin, a Notary Public in and for
the County of Harrison personally appeared J. Frank Marsh, Vice
William R. Toadvine, PRESIDENT,
on behalf of the Harrison County Water Association, Inc., a Kentucky corp.

who acknowledged that they executed the foregoing instrument on the 2nd
day of December, XX2010 their free act and deed.

WITNESS my hand and official seal this 2nd day of December, XX2010

(SEAL) [Signature]
Dorothy Jo Mastin Notary Public
My commission expires: 2/3/2013

PREPARER'S STATEMENT

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, and the material in the blank spaces in the form was inserted by or under the direction of

Dorothy Jo Mastin (name),
Attorney at Law, P. O. Box 334, Paris, Kentucky 40362 (address)
[Signature] (Signature)
Dorothy Jo Mastin

RECORDER'S SIGNATURE

STATE OF KENTUCKY }
COUNTY OF HARRISON }

I, Linda B. Furnish, Clerk of the County Court for the County aforesaid, do certify
that the foregoing mortgage was on the 2nd day of Dec, XX2010, lodged for record
at 10:18 o'clock A M., whereupon the same, with the foregoing and this certificate, have been duly recorded in my office.

Given under my hand this 2nd day of Dec, XX2010.
Linda B. Furnish
Clerk of Harrison County Court
By [Signature], D.C.

U.S. GOVERNMENT PRINTING OFFICE: 1997-561-495

MORTGAGES

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
12/02/2010	\$ 885,000.00	3. 6250 ⁶²⁵⁰ % per ^{ann}	12/02/2040
11/25/2003	\$ 300,000.00	4.625%	11/25/2043
08/08/2001	\$ 650,000.00	4.875%	08/08/2041
04/06/2001	\$ 656,000.00	4.750%	04/06/2041
09/21/1995	\$1,319,800.00	5.125%	09/21/2035
08/13/1993	\$ 547,000.00	5.000%	08/13/2033
06/16/1992	\$ 710,000.00	5.000%	06/16/2032
03/16/1988	\$ 419,000.00	6.500%	03/16/2028
03/12/1979	\$1,310,700.00	5.000%	03/12/2019
11/24/1976	\$ 353,000.00	5.000%	11/24/2016

ATTACHMENT "A"

GRANTING CLAUSE ONE

TRACT NO. 1. All that land lying in Harrison County, Kentucky, and more particularly described as follows:

TANK SITE: Beginning at a point in the centerline of U.S. 27 being the intersection of an existing gravel road with the centerline of U.S. 27, also being 239.15 feet southeast of the intersection of the centerline of U.S. 27 and Monroe Road; thence, along the centerline of gravel road S 87°54' E, 50.0 feet to a railroad spike; thence, S 87°54' E, 127.26 feet to a point of curvature; thence, along a curve to the left having a radius of 110.49 feet, 58.59 feet to a point of curvature; thence, N 61°43' E, 185.51 feet to a point in the center of the gravel road; thence, N 63°00' E, 50.00 feet to a point in the center of the gravel road. The above calls described the centerline of a permanent access easement, exclusive of the U.S. 27 right-of-way, which easement is also conveyed herein. From the last described point; thence, S 27°00' E, 4.25 feet to an iron poin being the most northeastern corner of the property described below; thence, S 27°00' E, 50.00 feet to an iron pin; thence, S 63°00' W, 50.00 feet to an iron pin; thence, N 27°00' W, 50.00 feet to an iron pin; thence, N 63°00' E, 50.00 feet to the point of beginning, containing 0.06 acres more or less. Recorded in Plat Cabinet 1, Sheet 32-I.

Being the same property conveyed to the Borrower by the conveyance recorded in Deed Book 155, Page 430, Harrison County Court Clerk's Office.

TRACT NO. 2. The following described real estate located on and along the so-called Stokeley Lane, Harrison County, Kentucky, and more particularly described as follows:

PUMP STATION SITE: Beginning at a point 710 feet from the center of U.S. 27 Highway-said point being in the South side of Stokeley Lane: a strip of land 25 feet wide extending with south side of Stokeley Lane a distance of 25 feet.

One-half of this property was acquired by the parties of the first part from Sallie F. Ewing Estate by deed dated March 31, 1938, Deed Book 100, Page 610; and the other one-half was acquired by will from Thomas D. Urmston probated July 18, 1949, recorded in Will Book P, Page 245.

Being the same property conveyed to the Borrower by the conveyance recorded in Deed Book 133, Page 6, Harrison County Court Clerk's Office.

TRACT NO. 3. Beginning at a railroad spike in the centerline of Kentucky Highway 1032, said point beginning 73.0 feet Southwest along the centerline of Kentucky Highway 1032 from the center line intersection of Kentucky Highway 1032 and a County Road, said County Road being about 5700 feet West of Colemansville; thence North 42 degrees 15 minues West 15.41 feet to an iron pin in the fence line of Caldwell, thence North 42 degrees 15 minutes West 95.78 feet to an iron pin, thence South 47 degrees 45 minutes West 75 feet to an iron pin, thence South 42 degrees 15 minutes East 95.09 feet to an iron pin in the fence line of Caldwell, thence South 42 degrees 15 minutes East 17.09 feet to a railroad spike in the centerline of Kentucky Highway 1032, thence North 47 degrees East 75.01 feet to the point of beginning.

Being the same property as that conveyed Harrison County Water Association, Inc., by John M. Caldwell, et ux., by deed dated February 28, 1976, of record in Deed Book 146, Page 119, Harrison County Court Clerk's Office.

TRACT NO. 4. Beginning at an iron pin in the property line of Tommy Levi and Charles Pollard, said point being North 9 degrees 7 Minutes East 30.5 feet from a railroad spike in the center line of Ky. Highway 36, thence North 9 degrees 7 Minutes East 20 feet to an iron pin in said property line, thence South 87 Degrees 15 Minutes West 20 feet to an iron pin, thence South 9 Degrees 7 Minutes West 20 feet to an iron pin, said pin being 30.5 feet north 9 Degrees 7 Minutes East of a Railroad Spike in the centerline of Ky. Highway 36, thence North 87 Degrees 15 Minutes East 20 feet to the point of beginning.

Being the same property as that conveyed Harrison County water Association, Inc., by Forrest Thomas Levi, et ux., by deed dated July 3, 1976, of record in Deed Book 147, Page 153, Harrison County Court Clerk's Office.

TRACT NO. 5. Beginning at a fence corner common to Wayne Stewart and Mrs. Martin Kearns in the East right-of-way of U.S. Highway 27, thence North 18 degrees 30 minutes East 20.0 feet along the fence line of Kearns and the right-of-way of U.S. Highway 27 to an iron pin, thence South 89 degrees East 20.0 feet to an iron pin, thence South 18 degrees 30 minutes West 20.0 feet to an iron pin in the fence line of Kearns and Stewart, thence North 89 degrees West 20.0 feet to the point of beginning, and containing .0088 acres, more or less.

Being the same property as that conveyed Harrison County Water Association, Inc., by Allen Ray Hollar, et ux., by deed dated August 24, 1976, of record in Deed Book 147, Page 387, Harrison County Court Clerk's Office.

TRACT NO. 6. Beginning at a railroad spike in the centerline of Ky. Highway 32, said point being approximately 1.55 miles east of Connersville and the following calls along the centerline of Ky. Highway 32 from the most southern corner common to the property of John A. Broyles and Mrs. Homer Oder; S 46*-34' E 122.8 feet, S 52*-08' E 168.3 feet, S 57*-47' E 132.0 feet, S 67*-45' 66.0 feet, S 83*-25' E 115.5 feet; thence, N 6*-00' W 22.4 feet to a point, said point being an iron pin in a fence being the approximate northern right of way of Ky. Highway 32; thence, N 6*-00' W 25.0 to a point, said point being an iron point in an existing fenceline; thence, S 83*-25' E 25.0 feet to a point, said point being an iron pin; thence, S 6*-00' E 47.4 feet to a point, said point being a railroad spike in the centerline of Ky. Highway 32; thence N 83*-25' W 25.0 feet along the centerline of Ky. Highway 32, to the point of beginning, containing 0.03 acres, more or less.

Being the same property as that conveyed The Harrison County Water Association, Inc., by John A. Broyles et ux., by deed dated November 8, 1978, of record in Deed Book 153, Page 460, Harrison County Court Clerk's Office.

TRACT NO. 7. The following described real estate located on the West side of Spider Road near Kelat in Harrison County, Kentucky, and which is more particularly described as follows, to-wit: Beginning at an iron pin in the centerline of the Spider Road, said point being N 12*-05' W, 124 feet, more or less from the eastern most corner of the Neville Haley property, said point being common to the Donald Hill property and the centerline of Spider Road; thence N 12*-05', 50.0 feet along the centerline of the Spider Road to a point, said point being an iron pin in the centerline of Spider Road and the northeastern most corner of the Neville Haley property; thence, S 80*-49' W, 20.2 feet to a point, said point being an iron pin in an existing fenceline; thence, S 80*-49' W, 50.0 feet along existing fenceline; to a point said point being an iron pin in said fenceline; thence S 12*-05' E. 50.0 feet to a point, said point being an iron pin; thence North 80*-49' E, 50.0 feet to a point, said point being an iron pin in an existing fenceline; thence N 80*-49' E, 20.2 feet to the point of beginning, containing 0.08 acres, more or less.

Being the same property as that conveyed The Harrison County Water Association, Inc., by Neville Haley, et ux., by deed dated November 7, 1978, of record in Deed Book 153, Page 298, Harrison County Court Clerk's Office.

TRACT NO. 8. The following described real estate located on the North side of Mudlick Road in Harrison County, Kentucky, and which is more particularly described as follows, to-wit: Beginning at an iron pin, said point being N. 33*-15' W, 323.3 feet and S 56*-45' W, 17.0 feet from an existing railroad spike in the centerline of

the Mud Lick Road, said point being the eastern most corner common to the Donald Kearns property and the William C. Sorrell property and approximately 3760 feet from Shady Nook; thence, S 56*-45' W 50.0 feet to a point, said point being an iron pin; thence, N 33*-15' W 50.0 feet to a point, said point being an iron point; thence, N 56*-45' E 50.0 feet to a point, said point being an iron pin; thence, S 33*-15' E 50.0 feet to the point of beginning, containing 0.06 acres.

Being the same property as that conveyed The Harrison County Water Association, Inc., by Donald T. Kearns et ux., by deed dated November 8, 1978, of record in Deed Book 153, Page 330, Harrison County Court Clerk's Office.

TRACT NO. 9. Beginning at an iron pin, said point being S 25*-45' W, 89.4 feet from an existing railroad spike in the centerline of Switzer Pike, said spike being approximately 4135 feet from the intersection of Switzer Pike with Leeslick-Leesburg Road; thence, S 64*-15' E 25.0 feet to a point, said point being an iron pin; thence S 25*-45' W 25.0 feet to a point, said point being an iron pin; thence, N 64*-15' W 25.0 feet to a point, said point being an iron pin; thence, N 25*-45' E 25.0 feet to the point of beginning, containing .014 acres, more or less.

Being the same property as that conveyed The Harrison County Water Association, Inc., by Roy P. Warth, et al., by deed dated November 9, 1978, of record in Deed Book 153, Page 325, Harrison County Court Clerk's Office.

TRACT NO. 10. Beginning at a railroad spike in the centerline of Cook Pike, said point being N 82*30' W, 905 feet, more or less, from the intersection of Cook Pike with Ruddles Mills Road; thence N 82*30' W, 40.0 feet to a point, said point being a railroad spike in the centerline of Cook Pike; thence, N 07*26' W, 49.5 feet to a point; said point being an iron pin; thence, S 83*04' E, 39.9 feet to a point, said point being an iron pin in an existing fenceline; thence, S 07*26' W, 49.9 feet along existing fenceline to the point of beginning, containing 0.05 acres, more or less.

Being the same property as that conveyed Harrison County Water Association, Inc., by Raymond F. Connell, Special Commissioner of the Bourbon Circuit Court, by deed dated May 10, 1979, recorded in Deed Book 181, Page 330, Bourbon County Court Clerk's Office.

TRACT NO. 11. A certain lot or parcel of land lying in the County of Harrison, State of Kentucky, on the east side of U.S. Highway No. 27, about 1 mile south of Cynthiana, Kentucky, and being further described as follows:

BEGINNING at a set steel pipe on the east R/W line of U.S. Highway No. 27, a corner with Dr. D.E. LaBore and said highway; thence N 7*53' W 280.00 feet with the east R/W line of U.S. Highway No. 27 to a set pipe below a corner fence post, a corner with Licking Valley Estates; thence S 67*05' E 512.35 ft. with fence and line of Licking Valley Estates to a set steel pipe in fence by a post, a corner with Dr. D.E. LaBore; thence with Dr. LaBore's line S 13*46' W 126.10 ft. to a set steel pipe; thence N 83*39' W 406.15 ft. with LaBore line to the beginning point containing two and 1/100,000 (2.00001) acres, according to a new survey made by registered surveyor Berlyn Brown, Recorded at Plat Cabinet 1, Page 31D.

Being the same property as that conveyed the Harrison County Water Association, Inc., by Donald E. LaBore and Frances LaBore, his wife, by deed dated June 20, 1979, recorded in Deed Book 154, Page 831, Harrison County Clerk's Office.

TRACT NO. 12:

BEGINNING at an iron pin in the west right-of-way of US 27, said iron pin being the southeast property corner of A.B. Collins III property, said corner being common to Lee H. and Mary B. Golden property; thence along the west right-of-way of US 27 S. 31*35'37" W, 17.58 feet to an iron pin; thence along the right-of-way of US 27 S. 25*10'01" W, 7.63 feet to an iron pin, said iron pin being in the west right-of-way of US 27; thence N. 53*35'03" W, 27.97 feet to an iron pin; thence N 36*24'57" E, 25.00 feet to an iron pin, said pin being in the common line of the Golden and Collins properties; thence S. 53*35'03" E, 25.00 feet to an iron pin, said iron pin being the point of beginning, said water booster pump station site contains 0.01 acres.

Being the same property as that conveyed the Harrison County Water Association, Inc., by Lee H. Golden and Mary B. Golden, his wife, by deed dated January 29, 1992, of record in Deed Book 191, Page 384, Harrison County Clerk's Office.

TRACT NO. 13:

BEGINNING at an iron pin marked LS#763, said iron pin being the southwest property corner of the Forest Hamilton property, said corner being common to the Unity Christian Church property, said corner being in the north right-of-way of KY 36; thence along the existing fence and property line N 9*38'05" W, 25 feet to an iron pin, said pin being in the existing fence line; thence N 80*21'55" E, 25 feet to an iron pin; thence S 9*38'05" E, 23.50 feet to an iron pin in the north right-of-way of KY 36; thence along the north right-of-way of KY 36 S 76*55'17" W, 25.05 feet to the point of beginning, said water booster pump station site contains 0.01 acres.

Being the same property as that conveyed the Harrison County Water Association, Inc., by Iva Hamilton, single, by deed dated March 11, 1992, of record in Deed Book 192, Page 36, Harrison County Clerk's Office.

TRACT NO. 14:

BEGINNING at the northeast property corner of Austin Harp Masonry and Land Co., Inc., said corner being common to Frederick and Mary Kerestesy northwest property corner, said corner being in the west right-of-way of the Alberta Whitson Road; thence along the west right-of-way of the Alberta Whitson Road N. 43°29'26" W, 88.91 feet to an iron pin, said pin being in the west right-of-way of the Alberta Whitson Road, said pin being the northeast corner to a 30 feet access; thence S. 43°10'00" W 80.76 feet to an iron pin, said iron pin being the northeast corner of a water tank site; thence S. 43°10'00" W, 100 feet to an iron pin; thence N. 46°50'00" W, 100 feet to an iron pin; thence N. 43°10'00" E, 100 to an iron pin; thence S. 46°50'00" E, 100 feet to an iron pin, said iron pin being the point of beginning of the water tank site, said water tank site contains 0.23 acres.

Being the same property as that conveyed the Harrison County Water Association, Inc., by Austin Harp Masonry and Land Co., Inc., by deed dated January 17, 1992, of record in Deed Book 193, Page 369, Scott County Clerk's Office.

TRACT NO. 15:

COMMENCING at the centerline of Ky. 32 in line with the fence (property) line between Charles Muntz and Carolyn Himes; THENCE along said property line a distance of 591.21 feet to an existing fence corner, said corner being a common property corner between Himes and Switzer; THENCE along the property line between Phillip and Dorothy Phillips and Switzer a distance of 288.80 feet to an iron pin being the point of beginning; THENCE South 36°45'00" East along said property line of said Switzer property a distance of 100.00 feet to an iron pin; THENCE South 53°15'00" West a distance of 100.00 feet to an iron pin; THENCE North 36°45'00" West a distance of 100.00 feet to an iron pin; THENCE North 53°15'00" East a distance of 100.00 feet to the point of beginning. The water tank site contains 0.2296 acres.

EASEMENT: The Grantor does hereby also grant, bargain, sell, transfer, and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove, main water lines, branch water lines, service lines and water meters over, across and through the land of the Grantor situate in Harrison County, Kentucky, and to utilize said

easement as access for ingress and egress to the water tank site described above, with the express right to rock and maintain said easement as a roadway, said land being described as follows, to-wit:

A twenty (20) foot wide access and water main easement, together with the right of ingress and egress over the adjacent lands of the Grantor, their successors and assigns, for the purpose of this easement, said easement being ten (10) foot on either side of a centerline as described below:

COMMENCING at the centerline of Ky. 32 approximately 10' +/- west of the west line of Carolyn Himes, said property line also being common to Switzer; THENCE South 36*08' East, within state highway right-of-way but parallel to said property line, an approximate distance of 20.0 feet to the point of beginning; THENCE South 36*08' East, within said Switzer property and parallel to the Himes property, a distance of 644.3 +/- feet to a point; THENCE South 37*46' East, within said Switzer property, a distance of 292.4 +/- feet to a point in the northwest line of the proposed tank site, said point being North 53*15' East a distance of 10.0 feet from the westernmost corner of the tank site and also being the point of ending. The described access and water main easement contains 0.43 acres.

All being a part of the same property as that conveyed Hazel Ashcraft Switzer, one-half interest by Joella Ashcraft, by Will of record in Will Book P, page 417, and the remaining one-half interest by Aris Ashcraft, by Affidavit of Descent dated October 13, 1956, of record in Deed Book 119, Page 321, Harrison County Clerk's Office.

TRACT NO. 16:

All that tract or parcel of land situated approximately one-half mile east of the intersection of Redmon Road and Ardery Road in Bourbon County, Kentucky, being more fully described and bounded as follows, to-wit:

TANK SITE: Beginning at a found P.K. nail in the center of Ardery Road, said point being a corner common to Jackie T. Crump, Jr. and Joan Leslie Crump of record in Deed Book 219, Page 59, and the property owned by Ridgely Park and James Park, Jr., see Affidavit of Descent recorded in Deed Book 210, Page 35, both being of record in the Bourbon County Court Clerk's Office. Thence with the centerline of Ardery Road for three (3) calls: North 85*14'34" West, 132.78 feet to a point, North 82*22'11" West, 203.45 feet to a point and North 75*43'53" West, 487.30 feet to a set P.K. nail; thence leaving said centerline, North 14*16'07" East, 16.45 feet to the TRUE POINT OF BEGINNING, said point being a set iron pin with

cap; thence, North 75°43'53" West, 60.00 feet to a set iron pin with cap; thence, North 14°16'07" East, 60.00 feet to a set iron pin with cap; thence, South 75°43'53" East, 60.00 feet to a set iron pin with cap; thence, South 14°16'07" West, 60.00 feet to the TRUE POINT OF BEGINNING, containing 3,600.00 square feet, according to survey performed by James M. Chambliss, RLS 3185, on January 23, 1995.

This conveyance is subject to an easement to the Grantors across the tract conveyed for purposes of ingress and egress to and from the Ardery Road and the remainder of the farm.

This conveyance is also subject to the Harrison County Water Association's agreement to erect and maintain at its expense a fence around the perimeter of the tract with appropriate gates.

BEING the same property as that conveyed to the Harrison County Water Association, Inc., by Ridgely Park, single, and James Park, Jr. and Katherine Randall Park, his wife, by deed dated May 19, 1995, and recorded in Deed Book 221, Page 47D, Bourbon County Court Clerk's Office.

TRACT NO. 17:

All that tract or parcel of land approximately 4.7 miles west of Cynthiana and approximately 630 feet south of the intersection of Ky. 356 and Mill Creek Road in Harrison County, Kentucky, and being more fully described and bounded as follows, to wit:

TANK SITE: BEGINNING at a set mag nail with washer stamped "ESTES PLS 3345" in the centerline of Mill Creek Road. Said mag nail being South (Bearings in this description are based on the record bearing in Harrison County Deed Book 182, Page 182, and more particularly the tenth call for Tract 1 of said deed, having a call for bearing of North 45° 30' 00" East, 9.00 chains.) 29° 41' 47" East, 333.67 feet from the intersection of Ky. 356 and Mill Creek Road. Said mag nail being the common corner to the lands now or formerly owned by James W. and Teresa W. Furnish (Tract 1, Harrison County Deed book 182, Page 182), and the lands now or formerly owned by J. Renaker and Finella C. Casey (Tract No. 4, Harrison County Deed Book 161, Page 765); thence with their common line, South 45° 30' 00" West, 433.96 feet to a set pin with cap (All set pins with cap in this description are ½ inch diameter, 18 inch long rebar with red survey cap stamped "PLS 3345 ESTES"). Said set pin with cap being the TRUE POINT OF BEGINNING; thence continuing with the common line of Furnish and Casey, South 45° 30' 00" West, 100.00 feet to a set pin with cap; thence leaving said common line and severing the land of Furnish for three (3) calls:

- 1) North 44* 30' 00" West, 100.00 feet to a set pin with cap;
- 2) North 45* 30' 00" East, 100.00 feet to set pin with cap;
- 3) South 44* 30' 00" East, 100.00 feet to the TRUE POINT OF BEGINNING and containing 10,000 square feet as surveyed by Mitchell Kent Estes, Ky. LS #3345, under the employment of PEH Engineers in February, 2000. See Plat recorded in Plat Cabinet 4, Sheet 108.

BEING the same property as that conveyed the Harrison County Water Association, Inc., by James W. Furnish, et ux., by Deed dated August 25, 2000, and recorded in Deed Book 242, Page 715, Harrison County Court Clerk's Office.

TRACT NO. 18:

All that tract or parcel of land northeast of the intersection of Mason Road and Ky. 356 and approximately 0.8 miles west along Ky. 356 from the city limits of Cynthiana, Harrison County, Kentucky, and being more fully described and bounded as follows, to wit:

PUMP STATION: BEGINNING at a set pin with cap (All set pins with cap in this description are ½ inch diameter, 18 inch long rebar with red survey cap stamped "PLS 3345 ESTES".) at the northeast intersection of the right of ways of Mason Road and Ky. 356, said pin with cap being the southeast corner of the lands now or formerly belonging to Jack H. Owen (Tract 2 of Harrison Co. Deed Book 155, Page 485); thence with the right of way of Mason Road, North (The bearings in this description are based on the plat of "White Oak Estates Unit 3" of record in the Harrison Co. Clerk's Office in Plat Cabinet "3", Slide "72A".) 5* 36' 00" East, 25.14 feet to a set pin with cap, said pin with cap being South 5* 36' 00" West, 428.20 feet from a found pin with cap stamped "J. Casey LS #2017" at the southeast corner of Lot 22 of "White Oak Estates Unit 3"; thence severing the land of Owen for two (2) calls:

- 1) South 78* 20' 05" East, 25.14 feet to a set pin with cap;
- 2) South 5* 36' 00" West, 25.14 feet to a set pin with cap in the north right of way of Ky. 356; thence with said right of way North 78* 20' 05" West, 25.14 feet to the BEGINNING and containing 629 square feet as surveyed by Mitchell Kent Estes, Ky. LS #3345, under the employment of PEH Engineers during March, 2000. See Plat recorded in Plat Book 4, Sheet 109.

BEING the same property at that conveyed the Harrison County Water Association, Inc., by Jack H. Owen, single, by Deed dated August 4, 2000, and recorded in Deed Book 242, Page 720.

TRACT NO. 19:

All that tract or parcel of land situated on the south side of the Oddville-Sunrise Road, approximately 0.4 miles northwest of the intersection of the Oddville-Sunrise Road and U.S. Highway 62 in Harrison County, Kentucky, and being more fully described and bounded as follows, to-wit:

TANK SITE

BEGINNING at a set Mag Nail in the centerline of the Oddville-Sunrise Road, said point being a common corner to Roy Parks and Kathy Parks (DB 173, Pg 600) and Mark A. Doyle and Julie Doyle (DB 200, Pg 349) and having NAD 83 Kentucky State Plane Coordinates, North Zone, North 350,406,490 and East 1,641,718.536; thence leaving said Oddville-Sunrise Road and with the line of said Parks and Doyle, South 48*05'49" West, 88.03 feet to a set #4 rebar with cap, said point being the **TRUE POINT OF BEGINNING**, thence continuing South 48*05'49" West, 50.00 feet to a set #4 rebar with cap; thence leaving said Doyle for three (3) new lines through the lands of said Parks:

- 1) North 41*54'11" West, 50.00 feet to a set #4 rebar with cap,
- 2) North 48*05'49" East, 50.00 feet to a set #4 rebar with cap,
- 3) South 41*54'11" East, 50.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.06 acre.

25' WIDE ACCESS EASEMENT

BEGINNING at a set Mag Nail in the centerline of the Oddville-Sunrise Road, said point being a common corner to Roy Parks and Kathy Parks (DB 173, Pg 600) and Mark A. Doyle and Julie Doyle (DB 200, Pg 349) and having NAD 83 Kentucky State Plane Coordinates, North Zone, North 350,406,490 and East 1,641,718.536; thence leaving said Oddville-Sunrise Road and with the line of said Parks and Doyle, South 48*05'49" West, 88.03 feet to a set #4 rebar with cap; thence leaving said Doyle for two (2) new lines through the lands of said Parks:

- 1) North 41*54'11" West, 25.00 feet to a point,
- 2) North 48*05'49" East, 86.09 feet to a point in the Oddville-Sunrise Road centerline;

Thence with said Oddville-Sunrise Road centerline along a curve to the left with a radius of 1386.40 feet, an arc of 25.08 feet and a chord South 46°21'15" East, 25.08 feet to the **POINT OF BEGINNING**, containing 0.05 acres. NOTE: The called for set #4 rebar with caps are stamped "PLS 3185 Chambliss". This legal description was prepared by James M. Chambliss, PLS 3185, on December 2, 2002, and is based on a survey PEH ENGINEERS performed on November 7, 2002. See plat recorded in Plat Cabinet 5, Page 107C.

BEING the same property as that conveyed the Harrison County Water Association, Inc., by Roy Parks, a widower, by Deed dated May 12, 2003, and recorded in Deed Book 265, Page 675.

TRACT NO. 20:

All that tract or parcel of land situated on the east side of Carl Stevens Road (KY HWY 1743), north of Williamstown Road (KY HWY 36) in Harrison County, Kentucky, being more fully described and bounded as follows, to wit:

BEGINNING at the common corner of Mike G. Brogli (DB 219, Pg 724, Tract 1) and Turner-Webb Enterprises, Inc. (DB 220, Pg 283), said point being a found wood fence corner post in the Carl Stevens Road east right of way, 421.31 feet northeast of the Williamstown Road (KY HWY 36) northeast right of way; thence with said Carl Stevens Road east right of way, North 02°41'08" East, 30.00 feet to a set #4 rebar 24" long with red survey cap (PLS 3185 Chambliss); thence leaving said Carl Stevens Road east right of way for two (2) new lines through the lands of said Brogli: 1) South 87°18'52" East, 30.00 feet to a set #4 rebar 24" long with red survey cap (PLS 3185 Chambliss), 2) South 02°41'08" West, 32.60 feet to a set #4 rebar 24" long with red survey cap (PLS 3185 Chambliss) in the common line with said Turner-Webb Enterprises, Inc.; Thence with said Turner-Webb Enterprises, Inc., North 82°21'35" West, 30.11 feet to the **POINT OF BEGINNING**, containing 939 square feet or 0.02 acres, more or less.

NOTE: This legal description was prepared by James M. Chambliss, PLS 3185 on September 15, 2009 and is based on a survey performed by Strand Associates, Inc., on September 10, 2009. See plat recorded in Plat Cabinet 6, Sheet 86B.

BEING the same property as that conveyed the Harrison County Water Association, Inc., by Mike G. Brogli and Evelyn Brogli, his wife, by Deed dated October 27, 2009, and recorded in Deed Book 310, Page 444.

TRACT NO. 21:

PERMANENT EASEMENT

BEGINNING at the common corner of Northfield Corporation (DB 157, Pg 345) and LLM Properties (DB 148, Pg 265) said point being in the U.S. Highway 27 east right of way; thence with said U.S. Highway 27, North 06 degrees 29' 26" East, 33.59 feet to the TRUE POINT OF BEGINNING; thence continuing North 06 degrees 29' 26" East, 10.00 feet to a point; thence leaving said U.S. Highway 27 for eight (8) new lines through the lands of said Northfield Corporation:

- 1) South 83 degrees 30' 34" East, 38.77 feet to a point,
- 2) North 89 degrees 19' 30" East, 55.79 feet to a point,
- 3) North 28 degrees 43' 31" East, 37.71 feet to a point,
- 4) South 83 degrees 56' 30" East, 25.00 feet to a point,
- 5) South 28 degrees 43' 31" West, 34.35 feet to a point,
- 6) South 00 degrees 40' 30" East, 10.00 feet to a point,
- 7) South 89 degrees 19' 30" West, 82.90 feet to a point,
- 8) North 83 degrees 30' 34" West, 39.40 feet to the TRUE POINT OF BEGINNING,

containing 2,048 square feet or 0.05 feet or 0.05 acres, more or less. See Plat recorded in Deed Book 313, Page 285.

BEING the same property as that conveyed the Harrison County Water Association, Inc., by Northfield Corporation, by and through Scott McCauley, its President, by Right-of-Way Easement dated June 25, 2010, and recorded in Deed Book 313, Page 283.

ATTACHMENT "B"

- Tract No. 1: Nettie Lee Hinkson, et al. to Alfred Hinkson, deed dated October 23, 1936, recorded Deed Book 99, Page 384.
- Tract No. 2: (a) Sallie F. Ewing, Estate, deed dated March 31, 1938, recorded Deed Book 100, Page 610.
(b) From Thomas D. Urmston, Will Book P, Page 245.
- Tract No. 3: (a) Sarah Gill to Alvin T. Gill, dated March 4, 1895, recorded Deed Book 57, Page 275.
(b) James Gill to Alvin T. Gill, dated March 1, 1898, recorded Deed Book 61, Page 73.
- Tract No. 4: Emma Berry, etc. to Daisy Barnes, etc., dated April 22, 1926, recorded Deed Book 91, Page 598.
- Tract No. 5: S.S. Duncan to Ed Bauer, etc., dated June 8, 1921, recorded Deed Book 87, Page 391.
- Tract No. 6: Lottie Oder to Edith O. Lemons, dated July 31, 1945, recorded Deed Book 106, Page 490.
- Tract No. 7: (a) Ethel Robinson to John Ross Palmer, dated March 1, 1937, recorded Deed Book 99, Page 582.
(b) W.L. Carr, etc., to S.M. Spradling, dated April 24, 1919, recorded Deed Book 101, Page 275.
(c) Samuel Spradling to Mildred Eckler, dated July 1, 1939, recorded Deed Book 101, Page 523.
- Tract No. 8: William T. Smith, etc. to J.O. Smith, dated March 13, 1905, recorded Deed Book 69, Page 426.
- Tract No. 9: Heirs of Jerry Berry Renaker to N.P. Warth, etc., dated February 26, 1948, recorded Deed Book 110, Page 11.
- Tract No. 10: Will Book DD, Page 292, Bourbon County Clerk's Office, Will Book DD, Page 296, Bourbon County Clerk's Office, William E. Cook by H.C. Current et ux., dated February 26, 1898, recorded Deed Book 81, Page 108. See also: deed dated March 12, 1903, recorded Deed Book 86, Page 212, and deed dated December 13, 1913, recorded Deed Book 101, Page 44, Bourbon County Clerk's Office.
- Tract No. 11: Eugenia D. Lair, etc., to Donald E. LaBore, etc., dated April 13, 1949, recorded Deed Book 111, Page 196.

- Tract No. 12: John Walter Switzer, Executor, Thomas D. Urmston, deceased, to H. Tod Smiser, dated May 31, 1950, recorded Deed Book 112, Page 243.
- Tract No. 13: John A. Lafferty & Francis Lafferty, his wife to Vermont Baird & Sallie A. Baird, his wife, dated February 27, 1893, recorded Deed Book 56, Page 247.
- Tract No. 14: Callie Hutcherson, widow, to Wade Whitley Glass & Norma Glass, his wife, dated March 1, 1956, recorded Deed Book 83, Page 521, Scott County Clerk's Office.
- Tract No. 15: Russell Fields, et al., to Joella Ashcraft, dated June 20, 1930, recorded Deed Book 96, Page 132.
- Tract No. 16: BEING a portion of Tract C of said farm containing approximately 80 acres. Tract C was inherited by Bessie J. Kimbrough, as a sole heir at law of Fannie W. Shropshire, who died intestate on May 7, 1910, subject to the curtesy interest of her husband, P.D. Collier, as shown by the Affidavit of Descent recorded in Deed Book 210, Page 35. P.D. Collier deeded his curtesy interest in Deed Book 95, Page 409, to Bessie J. Kimbrough. Bessie J. Kimbrough died testate a resident of Fayette County, Kentucky, on June 29, 1967. In Will Book Z, Page 307, Bessie J. Kimbrough devised to her daughter, Elizabeth K. Park, a life estate in the property with remainder to her grandchildren, Ridgely Park and James Park, Jr. Elizabeth K. Park died on August 29, 1991. See Bourbon County Court Clerk's office.
- Tract No. 17: BEING part of the same property (Tract 1) as that conveyed James W. Furnish and Teresa W. Furnish, his wife, by Quit-Claim Deed from Farmers Home Administration, United States Department of Agriculture, by Deed dated July 5, 1989, and recorded in Deed Book 182, Page 182.
- Tract No. 18: BEING part of the same property (Tract 2) as that conveyed Jack H. Owen, single, by George W. Rybolt and Myrna J. Rybolt, his wife, by Deed dated August 31, 1979, and recorded in Deed Book 155, Page 485.

- Tract No. 19: BEING part of the same property as that conveyed Roy Parks and Kathy Parks, his wife, with survivorship, by Charles W. Northcutt and Sue C. Northcutt, his wife, by Deed dated January 9, 1987, and recorded in Deed Book 173, Page 600. Kathy Parks died in 1996 a resident of Fayette County, leaving the party of the first part, Roy Parks, as the sole owner of said property. (Also see Will Book AA, Page 537.)
- Tract No. 20: BEING a part of the same property as that conveyed Mike G. Brogli by Conagra, Inc. of Omaha Nebraska, by Deed dated October 23, 1997, and recorded in Deed Book 219, Page 724.
- Tract No. 21: BEING a part of the same property as that conveyed Northfield Corporation by Deed dated August 28, 1980, and recorded in Deed Book 157, Page 345.

*All references are to the records of the Harrison County Clerk's Office unless otherwise noted.

ATTACHMENT "C"

FARMERS HOME ADMINISTRATION MORTGAGES

In order of priority

1. Mortgage Book 55, Page 909, dated July 28, 1969, in the initial amount of \$236,000.00 (tracts 1 and 2; tract 1 released in Deed Book 155, Page 418)
2. Mortgage Book 67, Page 525, dated November 24, 1976, in the initial amount of \$353,000.00 (tracts 3, 4, and 5)
3. Mortgage Book 74, Page 120, dated March 12, 1979, in the initial amount of \$1,310,700.00 (tract 1 - 9, tract 1 corrected in #4 below)
4. Mortgage of Correction, Mortgage Book 75, Page 579, dated September 5, 1979, in the initial amount of \$1,310,700.00 (tracts 1 - 10, with corrected tract 1 tank site description)
5. Mortgage Book 76, Page 486, dated January 9, 1980, in the initial amount of \$1,310,700.00, tract 11, supplemented to mortgages in Mortgage Book 74, Page 120, and Mortgage Book 75, Page 579.
6. Mortgage Book 89, page 315, dated March 7, 1985, in the initial amounts of \$190,000.00 at 9.125% and \$250,000.00 at 9.500% (tracts 1 - 11)

Mortgage Book 181, page 557, dated March 7, 1985, in the initial amounts of \$190,000.00 at 9.125% and \$250,000.00 at 9.500% (tracts 1 - 11) Bourbon County Clerk's Office.
7. Mortgage Book 99, page 745, dated March 16, 1988, in the initial amount of \$419,000.00 at 6.5% (tracts 1 - 11)

Mortgage Book 198, page 82, dated March 16, 1988, in the initial amount of \$419,000.00 at 6.5% (tracts 1 - 11) Bourbon County Clerk's Office
8. Mortgage Book 117, page 190, dated June 16, 1992, in the initial amount of \$710,000.00 at 5% (tracts 1 - 14)

Mortgage Book 222, page 349, dated June 16, 1992, in the initial amount of \$710,000.00 at 5% (tracts 1 - 14) Bourbon County Clerk's Office.

Mortgage Book 237, page 492, dated June 16, 1992, in the initial amount of \$710,000.00 at 5% (tracts 1 - 14) Scott County Clerk's Office.

9. Mortgage Book 124, Page 312, dated August 13, 1993, in the initial amount of \$547,000.00 at 5% (tracts 1 - 15).

Mortgage Book 231, Page 797, dated August 13, 1993, in the initial amount of \$547,000.00 at 5% (tracts 1 - 15) Bourbon County Clerk's Office.

Mortgage Book 255, Page 563, dated August 13, 1993, in the initial amount of \$547,000.00 at 5% (tracts 1 - 15) Scott County Clerk's Office.

10. Mortgage Book 138, Page 279, dated September 21, 1995, in the initial amount of \$1,319,800.00 at 5.125% (tracts 1 - 16).

Mortgage Book 247, Page 481, dated September 21, 1995, in the initial amount of \$1,319,800.00 at 5.125% (tracts 1 - 16) Bourbon County Clerk's Office.

Mortgage Book 290, Page 242, dated September 21, 1995, in the initial amount of \$1,319,800.00 at 5.125% (tracts 1 - 16) Scott County Clerk's Office.

11. Mortgage Book 316, Page 172, dated April 6, 2001, in the initial amount of \$656,000.00 at 4.750% (tracts 1 - 18).

Mortgage Book 196, Page 317, dated April 6, 2001, in the initial amount of \$656,000.00 at 4.750% (tracts 1 - 18), Bourbon County Clerk's Office.

Mortgage Book 441, Page 230, dated April 6, 2001, in the initial amount of \$656,000.00 at 4.750% (tracts 1 - 18), Scott County Clerk's Office.

12. Mortgage Book 202, Page 686, dated August 8, 2001, in the initial amount of \$650,000.00 at 4.875% (tracts 1 - 18).

Mortgage Book 323, Page 201, dated August 8, 2001, in the initial amount of \$650,000.00 at 4.875% (tracts 1 - 18), Bourbon County Clerk's Office.

Mortgage Book 459, Page 728, dated August 8, 2001, in the initial amount of \$650,000.00 at 4.875% (tracts 1 - 18), Scott County Clerk's Office.

13. Mortgage Book 249, Page 341, dated November 25, 2003, in the initial amount of \$300,000.00 at 4.625% (tracts 1-19).

Mortgage Book 386, Page 684, dated November 25, 2003, in the initial amount of \$300,000.00 at 4.625% (tracts 1-19), Bourbon County Clerk's Office.

Mortgage Book 624, Page 85, dated November 25, 2003, in the initial amount of \$300,000.00 at 4.625% (tracts 1-19), Scott County Clerk's Office.

All references are to the records of the Harrison County Clerk's Office unless otherwise noted.

State of Kentucky
County of Harrison
I, Linda B. Furnish, Clerk of the Harrison County Court, do hereby certify that the foregoing mtg was on the 2nd day of Dec 20 10 at 10:15 A. M; lodged in my office certified as above for record; whereupon, the same and this certificate are now duly recorded.
Given under my hand this the 2nd day of Dec 20 10
Linda B. Furnish Clerk Shelley C. Jones D.C.

ATTACHMENT "D"