

THIS DEED OF CONVEYANCE, made and entered into on this the 3<sup>th</sup> 27  
day of November, 1973, by and between L. E. PENDLETON, a single man,  
party of the first part of Christian County, Kentucky; and THOMAS E.  
GRAY and VIRGINIA B. GRAY, his wife, parties of the second part, also  
of Christian County, Kentucky, whose post office and mailing address is  
808 East Seventh Street, Hopkinsville, Kentucky;

W I T N E S S E T H:

In consideration of a total purchase price of THIRTY THOUSAND  
DOLLARS (\$30,000.00), represented by the sum of Five Thousand Dollars  
(\$5,000.00) cash in hand paid this day by second parties to first party,  
receipt of which said sum is hereby fully acknowledged, and represented  
in part by second parties' one promissory note in the amount of Twenty-  
five Thousand Dollars (\$25,000.00), this day executed and delivered by  
them to first party, which said note is mentioned later herein in detail,  
and a vendor's lien being reserved herein against the within conveyed  
property to secure payment of same; NOW, THEREFORE, in consideration of  
all of which and subject to said vendor's lien, the party of the first  
part has this day bargained and sold and does by these presents hereby  
bargain, grant, sell, alien and convey unto the parties of the second  
part, jointly and equally for life with remainder in fee simple to the  
survivor of them, his or her heirs and assigns forever, the following  
described tracts of real property situated in Christian County, Kentucky,  
being more particularly described as follows, to-wit:

PROPERTY TAX  
IN THE AMOUNT OF \$20.00  
PAID TO CHRISTIAN CO.  
THIS 11-9, 1973  
THOMAS E. MORRIS  
COUNTY COURT CLERK  
BY G. H. H. H. 48

FIRST TRACT: BEGINNING at a white oak and pointers in  
West bank of Sinking Fork, Burrell Owen's Northwest  
corner; thence with the original line of Patsy Cornelius  
survey South 70 West 74 poles to two post oaks on new cut  
road; thence S. 5 E. 96 poles to a stone on East side of new  
cut road; thence N. 87 E. 91 poles to a stone in original  
line, also Southwest corner to Shepherd Proffitt; thence with  
said Proffitt's line passing Owens and Proffitt's corner and

Delivered to Sammy Gray  
11-16 19 73

ALL OF THE PROPERTY HEREIN, BEING CONTAINED IN THE WITHIN DEED BEARING BOOK 58  
PAGE 154, THE DEED OF THE JUDICIAL OFFICE OF THE CO. IN THESE PAYMENT OF SAME, IS  
TO BE PAID TO THE  
WITNESS Wm. E. Morris Dec. 31, 1973  
Clerk L. E. Pendleton  
Emilie Steward D. C.

with Owen's line Northward to the Beginning. Containing  
50 acres, more or less.

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Being the same property conveyed to William Pendleton on  
the 10th day of September, 1879, by deed from J. D. Morris,  
Master Commissioner, which is recorded in Deed Book 58 at  
page 154 in the office of the Christian County Court Clerk.

SECOND TRACT: BEING the Southern portion of the Daniel  
Pendleton survey and lying and being in Christian County,  
Kentucky, and on the water of the Sinking Fork of Little  
River and bounded as follows, Beginning at 2 small hickorys  
with several pointers on East hill side between drain and  
edge of field; thence S.  $2\frac{1}{2}$  E. 56 poles to a stone at east  
edge of Mt. Carmel Road in original line of survey; thence  
S.  $87-2/3$  W. 99 poles to corner of G. W. Woosley's fence  
with tract was sold from original; thence with his line  
N. 32 W.  $64-1/4$  poles to stone with pointers, corner to  
Jackson Owen's survey; thence with his line N.  $87-2/2$  E.  
130 poles to the beginning, containing 40 acres, more or less.

And being the same property conveyed to William Pendleton on  
July 9, 1906 by deed from J. T. Sadler, et al., recorded in  
Deed Book 125 at page 117, above office.

THIS CONVEYANCE IS SUBJECT to an easement/for roadway purposes  
approximately 12 feet wide over a portion of the within  
conveyed property as appears in deed recorded in Deed Book 140,  
page 348, above office.

William Pendleton died intestate a resident of Christian County,  
Kentucky, on or about the 30th day of March, 1930, and for more  
particulars in this respect reference is made to affidavits of  
descent recorded in the office of the Christian County Court  
Clerk in Deed Book 228, page 41, and Deed Book 231, page 332.  
As shown by said affidavits, one of the heirs of William  
Pendleton is L. E. Pendleton, first party herein, who inherited  
a one-tenth interest in said realty from William Pendleton.  
The full interests of all of the other heirs of the said William  
Pendleton were conveyed by said heirs to L. E. Pendleton, first  
party herein, and Hallie S. Pendleton, his wife, by deed dated  
September 27, 1951, recorded in Deed Book 231, page 334, and by  
deed dated August 25, 1951, recorded in Deed Book 228, page 48,  
and by deed dated December 24, 1954, recorded in Deed Book 357,  
page 440, all in the above-mentioned office. Said conveyances  
were made to the grantees therein jointly and equally for life  
with remainder in fee simple. Hallie S. Pendleton died on  
February 2, 1973, and accordingly her full interest in said  
property by operation of law vested in the survivor, L. E.  
Pendleton, first party herein.

THIRD TRACT: BEGINNING at a stone, Sizemore's corner on road;  
thence East with Sizemore's line to a corner of Cavanaugh's  
line; thence with Cavanaugh's line to a stone in Lipe's line,  
South side of a branch; thence a new line West to a stone on  
the road, North side of a branch; thence with the road to  
corner of Negro School grounds; thence E. with said line to a

stone corner; thence N. with the original line to the Beginning. Supposed to be 35 acres, more or less.

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Tract 3 BEING the same real property conveyed to L. E. Pendleton, first party herein, by William Pendleton by deed dated October 17, 1918, recorded in the above-mentioned office in Deed Book 147, page 229. Tract 3 is included within and is a part of Tracts 1 and 2 above and is not in addition thereto, but it is the intent and purpose of first party to convey unto second parties his entire, full and complete right, title, interest and ownership in and to all of the above described three tracts of land.

TO HAVE AND TO HOLD the above described real property, together with all the appurtenances thereunto belonging, unto the parties of the second part, jointly and equally for life with remainder in fee simple to the survivor of them, his or her heirs and assigns forever, with a Covenant of General Warranty of Title, but subject to the vendor's lien hereinbefore and hereinafter mentioned, reserved in favor of first party.

PROVIDED, HOWEVER, that this conveyance is made upon the following terms and conditions which form a part of the consideration hereof:

1. To apply on the purchase price hereof second parties have this day borrowed from first party the sum of Twenty-five Thousand Dollars (\$25,000.00), as evidenced by their one promissory note of even date herewith, this day executed and delivered by them to first party, and under the terms of said note the entire principal indebtedness in the amount of \$25,000.00 (being a part of the purchase price hereof) is due and payable by second parties to first party at Hopkinsville, Kentucky, on the 31st day of December, 1973, said indebtedness to bear no interest if paid when due but to bear interest at the rate of six (6) per cent per annum if not paid when due, and a vendor's lien in favor of first party is specifically reserved against the within conveyed property to secure payment of said indebtedness.

2. Should the said sum of Twenty-five Thousand Dollars (\$25,000.00) not be paid when due as herein provided, first party may at once proceed

to collect the same and to enforce the lien herein reserved, all without demand or notice to second parties.

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3. It is agreed and understood that the improvements on the within conveyed property will be insured in the amount of at least \$ 2,500.00 in some reliable insurance company against loss occasioned by fire or other casualty covered by extended coverage, with a clause making loss, if any, payable to second parties and first party jointly, any such amounts to apply on the purchase price hereof and in reduction of said \$25,000.00 note, such insurance to be maintained until December 31st, 1973, by first party.

4. It is mutually agreed and understood that first party will pay and discharge all taxes becoming due and payable on the within conveyed property in the year 1973.

In the event second parties pay all of the indebtedness in the amount of \$25,000.00 as herein provided and otherwise fully perform all of their undertakings hereunder, in such event the vendor's line herein reserved shall be null and void and shall be released of record at the request of second parties; but otherwise, the same shall remain in full force and effect.

IN TESTIMONY OF ALL OF WHICH, witness the hand of first party on this the day and date first herein written.

*L E Pendleton*

L. E. Pendleton

STATE OF KENTUCKY )  
 ) SCT.  
COUNTY OF CHRISTIAN)

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I, Gloria G. Steele, a Notary Public in and for the County and State aforesaid, do hereby certify for record that the foregoing Deed of Conveyance from L. E. Pendleton, a single man, to Thomas E. Gray and wife was this day produced before me in my said County and State and was duly acknowledged before me by the said L. E. PENDLETON to be his free act and deed. This the 21<sup>st</sup> day of November, 1973.

My commission expires 7/7/74.

Gloria G. Steele  
Notary Public, Christian County, Kentucky

I hereby certify that this instrument has been drafted by:

James P. Hanratty  
Attorney at Law  
Hopkinsville, Kentucky

James P. Hanratty

STATE OF KENTUCKY, CHRISTIAN COUNTY - - - SCT.

I, Thomas E. Morris, Clerk of the Christian County Court, do certify that the foregoing Deed from L. E. Pendleton to Thomas E. Gray et ux was this day produced to me in my office, with the foregoing certificate of acknowledgement thereon endorsed.

Whereupon the same was, this day at 1:24 o'clock P. M. filed, ordered to record, indexed and with the foregoing and this certificate has been duly recorded in my office. This Nov. 9, 19 73.

Thomas E. Morris, Clerk