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 CHURCH OF GOD WARRANTY DEED

#2310

No Federal Stamps Cancelled on this Deed

FOR AND IN CONSIDERATION of the sum of Fifty & No/100 Dollars (\$50.00), paid in cash, the receipt of which is hereby acknowledged, we, the SHELBY IRON COMPANY OF ALABAMA, have bargained and sold and do hereby, grant, bargain, sell, transfer and convey subject to all the terms, conditions limitations and provisions hereinafter set forth, unto H. S. Bristow, Quiller Hand, and Addison Hand, Trustees, constituting the Local Board of Trustees of the Church of God at Shelby, in the County of Shelby, and State of Alabama, and their assigns and successors in trust, forever the following described real estate, to-wit:

Lots 15 and 16, Block 114, according to Safford's survey of the Town of Shelby  
 which is recorded in the Office of the Probate Judge of Shelby County, (Columbiana),  
 Alabama.

TO HAVE AND TO HOLD the said real estate unto the above named Trustees, their assigns and successors in trust, forever, subject to the following terms, conditions, limitations and provisions:

1. The said Local Board of Trustees shall hold title to, manage and control the said real estate for the general use and benefit of the Church of God, having its general headquarters in Cleveland, Tennessee, and for the particular use and benefit of the local congregation of the said Church at Shelby, Shelby County, Alabama.

2. The said Local Board of Trustees shall have full right, subject to the conditions set out in paragraph one (1) above, power and authority to sell, exchange, transfer and convey said property, or to borrow money and to pledge the said real estate for the repayment of the same, and to execute all necessary deeds, conveyances, etc., provided the proposition shall first be presented to a regular or called conference of the said local church, presided over by the State Overseer of the Church of God, and the said project approved by two-thirds of all members of the said local congregation present voting.

3. If the local congregation at the place above designated shall at any time cease to function or exist, then said trustees shall hold title to said real estate for the Church of God generally in the State where said real estate is located; and said Trustees shall convey the said real estate upon demand to the State Board of Trustees of the Church of God in said State, which State Board shall be authorized to either use said real estate, or the proceeds derived from the sale of same, (said State Board being authorized to sell and convey the said real estate at any time after title is vested in it) for the founding of another Church of God in the same State, or for the promotion of one already existing.

4. If at any time the Local Board of Trustees shall cease to exist or perform its duties, then the State Overseer of the State in which said real estate is located, shall have the power to declare all offices on the said board vacant, and the State Board of Trustees of the Church of God for that state shall automatically then hold title.

5. All of the above and foregoing limitations are those adopted by the Thirty-Fifth Annual Assembly of the Church of God, held in Chattanooga, Tennessee, October 1-6, 1940, and set forth in the official minutes of the same.

We covenant that we are lawfully seized of the said real estate; that it is free and unencumbered; that we have a good and lawful right to sell and convey the same; and we will warrant and for ever defend the title thereto against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF the said Shelby Iron Company of Alabama, by its officers thereunto duly authorized, have executed this conveyance this the 5th day of October, 1943.

SHELBY IRON COMPANY OF ALABAMA

ATTEST: W. F. Shillito, Secretary

BY H. L. Morrow, President

State of Alabama)

Jefferson County)

I, R. Moore, a Notary Public, in and for said county in said State hereby certify that H. L. Morrow, whose name as President, and W. F. Shillito, whose name as Secretary of SHELBY IRON COMPANY of ALABAMA, a corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the contents of the conveyance they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 5th day of October, 1943.

R. Moore, Notary Public.

Notarial Seal

Filed for record in this office on the 28th day of August, 1945, at one o'clock P. M. and duly recorded in Deed Record Vol. 121 on page 454 and examined.

L. C. Walker, Judge of Probate.

STATE OF ALABAMA  
SHELBY COUNTY

I hereby certify that  
\$ 1.50 Privilege Tax  
has been paid on the within  
instrument as required by  
law.

L. C. WALKER,  
JUDGE OF PROBATE