

526 Cumberland Avenue
Syracuse, New York
November 29, 1944

NOV 30 1944

To the Executive Board of the N.Y. State Convention
of Universalists :

I notified the church in Mt. Vernon that the subsidy would be continued for three months at the rate of \$2,000.00 per annum and that it was the conclusion of the Executive Board that the property should be sold and the society re-located. A meeting will be held on Dec. 5. Dr. Hersey and I will attend this meeting. If the society should vote to continue, Dr. Hersey has volunteered to conduct services on Sunday afternoons or evenings. Mr. Green is serving as minister in the interim.

Dr. Greenway, pastor of All Souls Universalist Church in Brooklyn, writes the following letter which he desires the Ex. Board to consider:

"I would hold on to the Mt. Vernon church for another year for I believe European events justify the hope that there will be radical changes, changes which will improve our opportunities in Mt. Vernon. Men will return to civilian life - homes will be re-united and families settled. This may seem speculative but I think it is worth trying.

"We can't afford to have two churches closed at one and at the same time. It would react like lava spewed from an eruptive volcano, the ashes of despondency, discouragement and futility would settle on our entire State Convention.

"Let the Church of Good Tidings in Brooklyn fold up - but keep Mt. Vernon open. To some it may seem that it would be like pumping stimulants into a dead horse. I think that there is life yet in Mt. Vernon.

"As for where and when to open a new church, that requires careful study and I do not care to make any suggestions as yet without careful study, surveying, planning etc."

At the time of our Board meeting, I had received the first official notice (November 8) of the decision of the Church of Good Tidings in Brooklyn to disband and sell property. The meeting was held on October 25. Dr. Greenway is right - it's a double blow to close two churches at once and our other churches in Greater New York will feel it. Here is the list of churches remaining: Church of Divine Paternity on Manhattan, All Souls in Brooklyn, church in Floral Park and church in Newark, N.J... if Mt. Vernon and Good Tidings pass out.

What is your reaction to Dr. Greenway's letter ?

Best wishes,

F. Nov. Keating

A. L. AUSTIN
39 Argyle Place
Arlington, N. J.

July 17-54

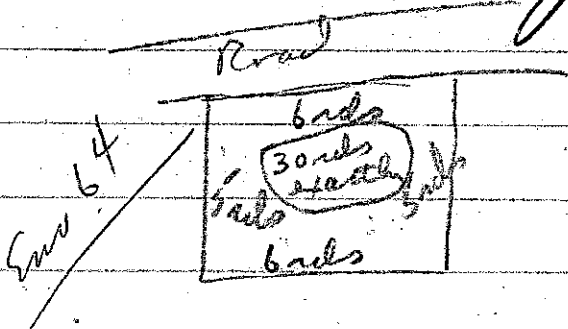
Mr Howard B. Gilman
State Supt
Universalist Churches
Synagogue N. Y
New Air

We have learned through
our daughter who lives in Morris
New York that you were thinking
of disposing of your property ~~in~~
to church ~~in~~ in Morris

In the event that the
above is correct would you be
so kind as to let me know what
you are asking for it and the size
of the property

Thanking you in advance
yours truly

A. L. Austin
39 Argyle Pl.
Arlington
New Jersey



CHESTER T. BACKUS
COUNSELLOR AT LAW
MORRIS, N. Y.

April 5, 1955

RE: Arthur L. Austin

Dr. Fred C. Leining
526 Cumberland Avenue
Syracuse, New York

Dear Dr. Leining:

Mr. Arthur L. Austin of 39 Argyle Place, Arlington, New Jersey advises me that he has made arrangement for the purchase of the Universalist Church property here at Morris.

He wants a search. Do you authorize me to order it at the expense of the church?

I suppose I would need a consideration price on account of stamps. Maybe your attorney will prefer to take care of this.

It is quite possible I will have to go to the county clerk's office to get a description of the property for if the parent organization of your church has taken care of their papers as well as most churches do, it was lost before you and I were born.

With regards, I am as always,

Very cordially yours

C. T. Backus

Chester T. Backus

CTB:EF

April 18, 1955

Mr. A.L. Austin
39 Argyle Place
Arlington, New Jersey

Dear Mr. Austin-

I have your letter of the 16th inst. with reference to the purchase of the Universalist Church property in Morris, New York, with which you returned signed copy of my letter to you of April 9th, 1955. I, of course, will put the property in your name and that of your wife, as you request. I assume that you will want your name first, however, so I will have it read as follows:

"Arthur Lyle Austin and Elizabeth Rose Austin, his wife, residing at 39 Argyle Place, Arlington, New Jersey."

I have already heard from Mr. Backus of Morris. He was inquiring about the search and I told him that, under the circumstances and the price that you are paying for the property, any search would have to be at your expense. I have not heard from Mr. Backus since that letter.

It may well be that we cannot actually get this matter closed by May 16th, especially as you are going to be in Morris about that time and apparently want to check on the organ then. That will be all right with me because our Executive Board of the Convention meets on June 6th, and so if any further authorizations on the sale of the personal property should be required we can get them then.

I will await hearing from you or Mr. Backus.

Yours very truly,

DWB/M

April 25, 1955

Mr. Ashley Strong
Schuyler Lake, New York

Dear Ashley,-

The sale of the Morris property for \$1,000 is set for the middle of May, all as authorized at the last meeting of the Executive Board of the New York State Convention of Universalists. In this connection, I have prepared and enclose, herewith, deed from the Convention to the purchasers, Mr. and Mrs. Arthur L. Austin, which, if you find satisfactory, I wish you would sign as President of the Convention at the place I have marked an X, and swear to same before a Notary Public who fills out and signs the acknowledgment on the back of the deed. You might sign just "Ashley Strong" as that is the way I notice you have your name, without middle initial, on church stationery.

If you will then send the deed to Howard Gilman at Syracuse, he will sign as Secretary and return the deed to me so that I will have it ready for the closing.

Sincerely,

DWB:apn

encl.

Ashley

Please fill in date at beginning of deed also.

Ⓟ

Lockport Daily Journal.

THE EARTHLY AND THE HEAVENLY.

A Discourse Delivered in the Unitarian Church, February 18, 1872, at the Funeral of Solomon C. Farnsworth by Rev. T. D. Cook.

[PUBLISHED BY REQUEST.]

"And as we have borne the image of the earthly so shall we also bear the image of the heavenly." 1 Cor. 15. 49.

This declaration, fully comprehended, answers all the demands of the grief-stricken heart. For this reason I invite attention to it on the present occasion.

We know that no man dieth unto himself. To be sure, death may be supposed to effect most all its victims. Apparently, it interrupts the course of life, checks the action of the wonderful mechanism of our being and puts a final end to all visible motion. The familiar forms which gather about our pathway and by their genial presence give joy to our hearts, touched by its cold hand, become rigid and chilled and motionless. The eye no longer beams with light and love. The voice is hushed in everlasting silence. The heart ceases its pulsations, and the blood retiring from the surface, leaves only a colorless world, senseless as the marble statue. We draw near to it now, with perhaps profound awe. We are there held spell bound, for a season; if in life, precious to us, we recognize its power in restraining utterance; we have no words; and as we gaze upon it, so still and motionless, we gradually sink toward its lifeless condition; the blood flows more languidly in our veins, and respiration falters till at length we confess to the assimilative power of that presence. We start back with strange emotions, feeling that we are ourselves for the moment, a mere pendulum, vibrating between life and death.

We ask then, what is death? What are its agencies, whereby it accomplishes such a change in those we love?

I have already intimated that whatever it is, whatever its agencies, it affects most of all its victim, so far at least as his relations to the present are concerned. But philosophical inquiry tends to show that, in most cases, the dying are comparatively free from suffering. They seldom, if ever weep. They often long to go. And I have sometimes thought that where disease spares the consciousness of the departing soul, it never fails to realize a sufficient measure of divine grace, to smooth its passage and to kindle hopes of a better life.

If this is so we ought to revise our habit of thought concerning death, and regard it more as an ordinance of divine love, in which the Father comes to claim his child.

But the bitterness of death is to be sought in the hearts of the living. They can testify out of the depths of their soul that no man dieth unto himself alone. While we may believe that the dying go to their "long home," the real "mourners go about the streets." It is this breaking up of the relations of life, wrenching asunder the chords of love, disappointing the fondest hopes and leaving the dependent comparatively helpless, that surrounds death with such melancholy associations.

It is so on the present occasion. When we consider what the deceased had suffered during a long sickness; with what unflinching tenacity he clung to life that he might act well his part in providing for his own and especially for those of his own household we can not suppose that to him, personally, death is other than gain.

But spared to our sympathy and our philanthropy are the real losers. This wife, these children, parents, brothers and sisters; all share the greater pangs of his death. They are the ones afflicted by it. They need the consolation which comes of the Gospel of Christ—comes of the assurance that "as we have borne the image of the earthly, so shall we bear the image of the heavenly." They need all that our sympathetic hearts can give, and all that the spirit of truth can import, to heal and soothe and sustain. Hence to them I say:

"As we have borne the image of the earthly, we shall bear the image of the heavenly." If we look upon these words in the light of the connection, they teem with suggestions suited to the present needs. Whether we regard them as answer to the question, "How are the dead raised up, and with what body do they come?" or as a simple declaration of truth, which the Apostle had elaborated with such force and clearness in the preceding context, they seem equally appropriate. If designed to answer the question, "How are the dead raised up, and with what body do they come?" then may we suppose that the earthly body, in which the spirit is tabernacled now, accomplishes the purposes of its creation in this world, and that at death the dust returns to the earth as it was. In this we bear the image of the earthly.

But this is not all. We shall also bear the image of the heavenly—i. e. I conceive, the form of the heavenly; applying, as we must, this clause of the text to the resurrection state.

True, we may not fully apprehend the significance of this expression. With all our thought colored by our material surroundings and with our analogies, derived from the physical forms familiar to our senses, we may not correctly interpret the expression, "the image of the heavenly." And yet the apostle, as if foreseeing this difficulty and knowing, as he did, the limitation of our powers, was apparently careful to provide as far as possible for our wants when, in speaking to this point, he said,

"So also is the resurrection of the dead. It is sown corruption; it is raised in incorruption; it is sown in dishonor, it is raised in glory; it is sown in weakness; it is raised in power; it is sown a natural body; it is raised a spiritual body." All these terms applied to the heavenly body whose image we are to bear, helps us to higher apprehensions of its nature. "Incorruption," "glory" and "power" are all attributes or qualities of that "heavenly body" which awaits the spirit when liberated from the earthly house of this tabernacle. But there is another interpretation of which the text is susceptible. We remember the Mosaic account of creation in which man is represented to have been made in the image of God. None of us suppose, however, that these words apply to form. They represent the spiritual qualities—the likeness in the regard which the creature bears to the Creator—moral and intellectual rather than physical attributes constituting the likeness.

So when it is said of the "second Adam"—Christ himself—that he was the Brightness of the Father, the glory and the express image of his person, we are not to suppose that reference is made to the physical organism of Christ. The likeness was of the spirit.

Guided by these uses of the word "image," may we not infer that in the future life bearing "the image of the heavenly" signifies to bear the moral image of the heavenly host? I am the more inclined to this interpretation because it corresponds with the declaration of the Great Teacher. "In the resurrection they neither marry nor are given in marriage, but are equal unto the angels and are the children of the resurrection." Claiming that in bearing the image of the heavenly, we are to become equal unto the angels—to be like them—to resemble them in powers and personality and eventually in attainments, we array the prospects of the soul in passing hence in the most glorious colors. In the presence of death, animated by this faith, we are no cowards. We walk through the valley and shadow, fearing no evil. In this faith we detect His rod and His staff, and leaning on these, when our own powers fail, we are comforted. We rejoice in the conviction that to die is gain: By this portal of death we reach the Father's house of many mansions. We enter upon actual life. Here we are in embryo, "laboring and traveling together." The agonies of death are but the pangs of birth. And once born into life immortal, the unfolding of our spirits will become the law of our being, this process will go forward, with even increasing vigor, until, as I have intimated, we shall eventually attain to an equality with the angels in heaven.

Mark me, I do not say—and certainly I do not believe—that these lofty attainments are at once secured by death. The most perfect here, will find among those counted least in the kingdom of glory,

his superior—I mean among the angelic throng. But among kindred spirits, he shall find his level—those of like attainments. And to these shall be assigned appropriate mansion in the Father's house.

Others less developed—of humble pretensions—shall in like manner, find their level, and in the communion of those whom they have equalled on earth, in the experiences of a divine life, or who, in the future have reached their elevation, they shall reap all the joy and all the blessedness of which they are capable.

And so downward again, through each gradation of character, to the lowest and the most depraved. Not one may hope for bliss he has not deserved; for which he has not prepared himself, through assisting grace to enjoy.

It seems idle to me to talk of a soul that during its earth life was estranged from God and from goodness; a soul whose powers have been dwarfed by neglected opportunities, blighted by sin and steeped in sensuality—to talk about such a soul entering heaven in the common acceptance of this phrase.

Those who in their theologies make such a thing possible by conversion before death, and those who claim it as the result of death are alike at fault. The simple ceasing to do evil is not enough. So much may be accomplished by genuine conversion. But holiness is achieved through effort; by the subordination of passion and appetite, of selfishness and sensuality, to "the law of life which is in Christ Jesus." It is the establishment of the authority of this law in all the realms of thought, of aspiration and of action.

And this certainly cannot be done by simple repentance of the past.

Nor can it, in my estimation, be accomplished by the death of the body. That indeed may allay the passions, may hush the clamor of appetite and subdue earthly ambition. But death leaves the soul in the same moral condition in which it finds it. It may diminish the power of temptation by destroying lust; but it leaves the soul, unused to heavenly commissions, unfit for bliss. All its powers are waiting development still.

It is easy to see, if we have indicated the true philosophy of happiness—of heavenly experiences—that many (may I not say all?) in entering the future, will in its clearer light and more perfect moral surroundings, discern in *this* state of being much to deplore. While Paul was on earth he never ceased to grieve over his persecution of the Church of Christ. And we may believe that whatever we do here, will awaken regrets there. Whatever of good we perform will, like bread cast upon the waters, return after many days—return to bless. And for myself I would sooner rest in acts of kindness performed—some sorrow alleviated—some anguish assuaged—some tear wiped away—some burden lightened—some sick-bed rendered a little more grateful and endurable and some dying pillow smoothed. I would sooner rest in such acts, to commend me to the divine favor, to echo the plaudit "Good and faithful servant," as on, in the heavenly kingdom, I pressed to the throne than to any professions I have made or prayers I have breathed.

If we now add that God has no favorites—that every child is equally dear to him, and that what is promised to one, is promised to all on like conditions, we shall apply the words of our text to every member of his vast family. Each may appropriate its promise to himself and say, "as I have borne the image of the earthly, I shall also bear the image of the heavenly." Amen.

[The address to the mourners being extempore is omitted here.]

GEORGE CURTIS LEWIS
GEORGE CURTIS LEWIS, JR.

LEWIS & LEWIS
LAWYERS
SAVINGS BANK BUILDING
LOCKPORT, NEW YORK

July 8th, 1941

Mr. Fay C. Parsons
Treasurer, etc.
12 Central Avenue
Cortland, New York

JUL 9 - 1941

Dear Mr. Parsons:

The papers relating to the Church property of the Universalist Society in Lockport which you forwarded in your communication of June 17th were duly received. I have been trying since that time to unearth an Abstract of title or search of the premises without success. The Presbyterian Church brought the matter of the purchase before its Congregation on Sunday the 6th of July and I am informed it was favorably received and approved. It is now necessary to go right ahead and today I ordered a new search which will be quite a little more expensive than a continuation search. However, this could not be avoided unless by chance you have the document among your papers. If so, kindly forward it at once. Both the Search Company in Lockport and the Niagara County Clerk are so pressed with business that it has been difficult to secure any action on new searches, although quicker action is obtained on redates so that if you find this document and can forward it immediately you may save a little time and money.

We are not waiting however, but are going ahead as fast as we can.

Very truly yours,

LEWIS and LEWIS

by

GCL:KTH

ST. LAWRENCE
UNITARIAN UNIVERSALIST DISTRICT

A. STANLEY CUMMING
President
REV. ERNEST W. KUEBLER, S.T.D.
Executive Secretary

1502 State Tower Building, 109 S. Warren Street, Syracuse, New York 13202, U. S. A. Telephone 315/422-6007

January 2, 1968

Mr. Edward Haselton
Universalist Church of Middleport
28 Kelly Avenue
Middleport, N.Y. 14105

Dear Mr. Haselton:

During the holiday period I received a carbon copy of Rev. Robert Sterling's letter to you, answering what I take it was a request for assistance in finding a minister for the Middleport Church.

I concur entirely with his recommendations; namely, that the real source of Unitarian Universalists ministers is the Division of the Ministry at 25 Beacon Street, Boston, Mass. I take it considering my past relations with the Middleport Universalist Church that this group is still eager to have an out and out Universalist and continues to maintain a position which is somewhat out of sympathy with the Unitarian aspect of our movement.

It is conceivable that there are a few ministers who would concur with the position you take and the more I know about the kind of man you are looking for, the salary available and the conditions of employment, the more assistance I will be able to give you and the Universalist Church of Middleport. Herewith enclosed is an Open Pulpit form which is the normal procedure for reporting the basic facts regarding the open pulpit and the wishes of the congregation regarding the kind of minister they desire. The form also provides further particulars regarding the specific emphasis you would like to have made by your minister.

I must be frank with you as I have been with other members of the Middleport Church to indicate that we have very few ministers who are available in Upper New York State on a part-time basis. This is further complicated by the fact that so often the local congregation has special requirements and we must know them well in advance before recommending a possible candidate.

Do know that if there is any way in which this St. Lawrence Unitarian Universalist District office can be of assistance, I would be happy to hear from you.

Very sincerely yours,

EWK:g
cc: Rev. Sterling
Enc.

Ernest W. Kuebler
Executive Secretary

THIS INDENTURE, made the 10th day of April
in the year nineteen hundred and fifteen, BETWEEN
THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON, N. Y.,
of the City of Mount Vernon, County of Westchester and
State of New York, a corporation created by and under
the Laws of the State of New York, party of the first
part and THE NEW YORK STATE CONVENTION OF UNIVERSALISTS,
a corporation created by and under the Laws of the State
of New York, whose address and place of business is 23
Cleveland Building, Watertown, New York, party of the
second part.

WITNESSETH, that the said party of the first part
for and in consideration of other good and valuable
considerations and the sum of One Dollar (\$1.00) lawful
money of the United States, paid by the party of the
second part, doth hereby grant and release unto the said
party of the second part, its successors and assigns for-
ever, ALL those two (2) certain lots of land, and build-
ings thereon, in the City of Mount Vernon, County
of Westchester, and State of New York, designated
by the Nos. 15 and 16 on a certain map entitled
"Map of 13 Acres of Land Adjoining the Village of
Mount Vernon, Town of Eastchester", made by C. F.
ERHARD, Civil Engineer, September 1st, 1851, and
filed in the Office of the Register of the County
of Westchester as Map No. 278, which said lots are
bounded as follows: Easterly in front by the wester-
ly side of Second Avenue; westerly in the rear by
lots Nos. 9 and 10 on said map; northerly on one
side by lot No. 17 on said map, and southerly on
the other side by lot No. 14 on said map. Contain-
ing in width in front and rear one hundred (100)
feet, and in depth on each side one hundred and
five (105) feet, be the said several dimensions
more or less. Together with all right title and
interest of the parties of the first part in and to
any land lying in any street, road or avenue in
front of or adjoining the premises above described.

Subject, nevertheless, to a certain mortgage made
by the party of the first part hereto to Harry V. Beech-
inor and Arthur E. Beechinor as Executors of and Trus-
tees under the Last Will and Testament of Robert J.
Beechinor, deceased, for Sixteen thousand Dollars (\$16,000.)
dated November 11th, 1909 and recorded in the Office of

the Register of Westchester County on November 12th, 1909, in Liber 1538 of Mortgages at Page 371; upon which mortgage there is now ^{unpaid} the principal sum of Ten thousand Dollars (\$10,000.), which last mentioned sum will become payable on November 11th, 1916, and which mortgage bears interest at the rate of five per cent (5%) payable semi-annually on the eleventh days of May and November of each year.

And subject, also, to an encroachment upon the premises hereby conveyed of .52 inches by the southerly wall of the building on the premises adjoining on the north; and also to the fact that the fences may not be on the lines of the record title.

This conveyance is made pursuant to a resolution adopted by the Congregation and Members of said The First Universalist Society of Mount Vernon, N. Y., by and at a meeting held on the 8th day of March, 1915, and is executed pursuant to said resolution, and to a resolution adopted by the Members of the Board of Trustees of said The First Universalist Society of Mount Vernon, N. Y. at a meeting which was held on the 6th day of April, 1915.

TOGETHER, with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever.

AND the said party of the first part covenants with the said party of the second part that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

IN WITNESS WHEREOF, the said party of the first part hath hereunto caused its corporate seal to be affixed and this Indenture to be subscribed by the Chairman of its Board of Trustees the day and year first above written.

THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON,
N.Y.

By *Jane A. Blanchard*

Chairman of the Board of Trustees.

State of New York,)
County of *Westchester*,) ss:

On this *10th* day of *April*, in the year
One thousand nine hundred and fifteen, before me personally
came JAMES A. BLANCHARD, to me personally known,
who, being by me duly sworn, did depose and say, that he
resided in the City of Mount Vernon, Westchester County,
New York; that he is the Chairman of the Board of Trustees
of THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON,
N. Y., the corporation described in and which executed
the above instrument; that he knew the seal of said corporation;
that the seal affixed to said instrument was
such corporate seal; that it was so affixed by order of
the Board of Trustees of said corporation, and that he
signed his name thereto by like order.



Charles E. Jost
Notary Public
Westchester Co N.Y.

Recorded in the Office of the Register of the County of
Westchester, in Liber *2084* of Deeds,
Page *199* on the *29* day of *May* A. D.
1915 at *9* O'clock *10* Min *10* M.
Witness my hand and Official Seal.

Francis Smith
Register

2084
199

THE FIRST UNIVERSALIST
SOCIETY OF MOUNT VERNON,
N. Y.,

TO

THE NEW YORK STATE
CONVENTION OF UNIVERSALISTS.

DEED.

Dated, April 10th, 1915.

The property affected by the
within instrument is situ-
ated in the City of Mount
Vernon, Westchester County,
New York.

BURKE & MITCHELL,
Counsellors at Law,
37 Liberty Street,
New York City.

7544
MAY 29 1915

To The Members of the First Universalist Church:-

The following is submitted by your Committee as a proposed Constitution for the new Liberal Union Church.

Committee on) W. L. Oswald
) Mrs. A. L. Craig
Constitution) Mr. A. L. Craig

C O N S T I T U T I O N

Article I - NAME

The corporate name of this body shall be LIBERAL UNION CHURCH of Mount Vernon.

Article II - OBJECT

The object of this Church shall be the advancement of united thought and action in the study and practice of Christianity and the service of mankind.

Article III - FELLOWSHIP

Sec. 1. This Church shall hold allegiance to and Fellowship in the Universalist General Convention and the American Unitarian Association and any of their subordinate bodies which may have jurisdiction in the locality where the Church exists.

Sec. 2. An amount equal to any assessment by, or contribution to, the Universalist General Convention or subordinate bodies shall be made available for the assessments of, or contributions to, the American Unitarian Association or its subordinate bodies, and Visa versa.

Article IV. - MEMBERSHIP

Sec. 1. Any person of the age of eighteen (18) or upwards who is in sympathy with the purposes of this Church and whose name has been approved by the membership committee may become a member of the Church, upon assenting to this Constitution.

Sec. 2. Any member of the Church may, for cause, be expelled from membership by a two-thirds vote of those present and voting at a regular meeting of the Church, or at a special meeting called in accordance with this Constitution, and he shall be given ample opportunity to be heard at such meeting.

Article V - OFFICERS

Sec. 1. The officers of the Church shall be a President, a Secretary, a Treasurer, a Financial Secretary, and three (3) Trustees: these seven (7) to constitute a Board of Trustees.

unless state law governing religious bodies prohibits

Sec. 2. The President shall preside at all meetings of the Church and the Board of Trustees, but at such meetings he shall not vote unless in the case of a tie vote, when he may cast the deciding ballot. In his absence a chairman shall be elected from and by the body, who for the period of the meeting shall have the powers of the President. He shall be an ex-officio member of all committees herein mentioned; but shall have no vote in such committee.

Sec. 3. The Secretary shall keep minutes of all meetings of the Church and the Board of Trustees, attend to the general correspondence of Church and Board of Trustees, issue proper notices of the time and place of all meetings of the Church and Board of Trustees and perform all the usual duties of a Secretary for both.

Sec. 4. The Financial Secretary shall collect the revenues of the Church, keeping accurate and detailed record of same, and shall promptly pay over to the Treasurer all moneys collected, taking receipt therefor. His books shall be open to the inspection of any member of the Church in good standing at any reasonable time, and previous to each annual meeting of the Church, or oftener if deemed necessary, such books shall be audited by a committee elected by the Board of Trustees. He shall, when so ordered, certify to the President or chairman of any meeting that persons voting are qualified to do so.

Sec. 5. The Treasurer shall keep an accurate and detailed account of receipts of moneys from the Financial Secretary, and of the expenditure of all moneys belonging to the Church. He shall make payments only upon vouchers approved by the Board of Trustees or ordered by the Church at an official meeting. Previous to every annual meeting, and at such other times as may be deemed proper, his accounts shall be audited by a committee elected by the Board of Trustees. He shall make a report to the Board of Trustees at each of their monthly meetings, and at all meetings of the Church, and shall submit a report covering the year's work at the annual meeting of the Church in January of each year. His accounts shall be open to the inspection of any member of the Church in good standing at any reasonable time. He shall be the custodian of the seal of the Church. He shall deposit the funds of the Church in such bank or banks as may be designated by the Board of Trustees.

Sec. 6. The Board of Trustees shall have a general oversight of the affairs of the Church and shall attend to the executive work under the direction of the Church.

Sec. 7. The following Standing Committees shall be elected by the Board of Trustees at its first meeting following the Annual Church meeting: said committees to remain in office until their successors are elected unless they resign or are removed by the Board of Trustees or the Church. Each committee shall consist of three members, one of whom shall be a Trustee, but this number may be increased by a vote of the Church. Additional Standing Committees may also be elected by the Church and Special Committees may be elected by the Church or Board of Trustees.

Sec 7 note: If standing committees are chosen by the Trustees, the same body only should have power to remove

A. The Church Property and House Committee shall have general charge of Church property. It shall secure janitor service and report such conditions as require attention to the Board of Trustees and supervise all repairs. It shall have charge of the Calendar of meetings held in the Church Building.

B. The Financial Committee shall have general oversight of the finances of the Church. It shall make up a budget in advance of each year; devise means for raising funds and perform such other duties as may be directed by the Church or Board of Trustees.

C. The Music Committee shall secure an organist and a choir as approved by the Board of Trustees or the Church, and shall authorize the purchase of music and choir supplies. It shall report to the Board to the Board of Trustees and suggest plans for the success of the Church music. One member of this committee, who is not a trustee; shall be a member of the choir. *Question: is this desirable?*

D. The Social Committee shall have charge of the Church ushers, whom it shall appoint and shall make such arrangements as will create a cordial spirit in the services and the Church life.

E. The Membership Committee shall be on the lookout for new members and act with the pastor as a pastoral committee. It shall pass upon all applications for membership and all resignations. It shall report at all regular meetings of the Church, or when called upon to do so by the Board of Trustees, the number of new members and their names and the number and names of members lost through resignation, removal or delinquency.

F. The Publicity Committee shall have as its purpose keeping the name and the doings of the Church before the public. It shall attend to inserting advertisements and notices in the newspapers and to writing up reports of Church affairs and sermons. It shall also devise methods of attracting the public to our Church and cause. It shall work in conjunction with the pastor and under the direction of the Board of Trustees.

Sec. 8. A meeting of the Board of Trustees shall be held each month, except July and August; and special meetings may be called by the President, or two members; of the pastor, at any time; provided at least twenty-four hours notice is given all the members either personally or by mail. At special meetings only the special business announced as the reason for the call shall be transacted. The Board of Trustees may remove any committee member from his position for cause.

Sec. 9. A majority of the Board of Trustees shall constitute a quorum for the transaction of business and all questions shall be decided by a majority vote of those present and voting.

Article VI. - THE PASTOR

Sec. 1 The pastor shall be elected, and his salary and terms of employment determined by a majority vote of the Church membership present and voting at a meeting announced for that purpose. The

- 4 -
service of the pastor shall be continuous and his resignation or dismissal shall require a three months notice. Dismissal or acceptance of a resignation shall require a majority vote of those present and voting at a meeting announced for that purpose.

Sec. 2. He shall be an ex-officio member, without vote, on all committees of the Church.

Article VII - CHURCH MEETINGS.

Sec. 1. A regular meeting of the Church shall be held during January of each year and additional regular meetings shall be held as determined by the Church membership and designated in the by-laws.

Sec. 2. Special meetings of the Church may be called by the Board of Trustees, but in such an event every member of the Church shall be notified of such meeting and its purpose at least a week ahead.

Sec. 3. All meetings of the Church shall be held in the Church building, unless conditions make it impossible.

Sec. 4. One-third of the membership of the Church shall constitute a quorum for the transaction of business.

Sec. 5. Any member of the Church, twenty-one years of age or over, who has contributed to its support for one year immediately preceding any meeting of the Church, to the amount of fifty cents or more, and whose name shall appear on the records as a regular contributor, shall be entitled to vote at such meeting.

Article VIII - ELECTIONS

Sec. 1. The election of all officers of the Church shall be by majority vote taken by ballot.

Sec. 2. Any person qualified to vote under Section 5 of Article 7, shall be eligible for office.

Sec. 3. At the first meeting of the Church after the adoption of this constitution, a President, Secretary, Financial Secretary, and Treasurer, shall be elected to serve until January 1924: also one Trustee to serve until January 1926, one Trustee to serve until January 1925, and one Trustee to serve until January 1924. Thereafter at each annual meeting of the Church, a President, Secretary, Financial Secretary, and Treasurer, shall be elected for a term of one year, and a Trustee for a term of three years.

Sec. 4. In the case of a vacancy occurring among the officers mentioned in section three of this Article, the Board of Trustees shall elect a successor to fill the period until a meeting of the Church can be called to regularly elect a successor for the unexpired portion of the term.

Sec. 5. Any officer of the Church, including Trustees, may be removed from office for cause by a majority of those present and voting at a regular meeting of the Church or a special meeting called in accordance with the provision of this Constitution, but before

a vote is taken in the matter, the accused must be given full opportunity to be heard. A successor to fill the vacancy shall be elected as provided in Section 4, Article 8.

Article 1X - PUBLICATION OF CONSTITUTION

Immediately after the adoption of this constitution and By-laws, the Board of Trustees shall have provided an ample supply of copies of same for distribution among the Church members and those who may later join the Church.

omit as unnecessary. The Trustees have power to do this.

Article X - AMENDMENTS.

This Constitution may be altered or amended by a two-thirds vote of the Church membership cast at any meeting of the Church, provided notice of such intention has been formally given, and the proposed amendment read, at a previous meeting of the Church.

BY - LAWS

Article 1 CHURCH MEETINGS.

Sec. 1. The annual meeting of the Church shall be held on the third Wednesday in January of each year at 8 P.M.

Sec. 2. Additional regular Church meetings shall be held at 8 o'clock the third Wednesday of March, June and September.

Sec. 3. Previous to the annual meeting a Nominating Committee shall be elected by the Church for the purpose of recommending candidates for the various offices.

Sec. 4. The order of business at meetings of the Church shall be:

- 1.....Roll Call.
- 2.....Reading of Minutes of previous meeting.
- 3.....Report of Officers.
- 4.....Reports of Committees and Societies.
- 5.....Unfinished business.
- 6.....Election of Officers.
- 7.....New business.
- 8.....Adjournment.

Article 11 TRUSTEES MEETINGS.

Sec. 1. The meetings of the Board of Trustees shall be held in the Church at 8 o'clock P. M., the first Wednesday of each month, unless otherwise agreed upon by a majority of the Board and in such case each member shall be notified of the change.

Sec. 2. The order of business for meetings of the Board of Trustees shall be:

- 1..... Roll Call.
- 2..... Reading of minutes of previous meeting.
- 3..... Communications.
- 4..... Presentation and voting on bills.
- 5..... Report of Officers and Committees.
- 6..... Unfinished business.
- 7..... New Business.
- 8..... Adjournment

Sec. 3. The Board of Trustees shall have power to order the Treasurer to pay all regular bills without special authorization by the Church, and in the same way to expend sums not exceeding one hundred (100) dollars.

Article III - AMENDMENTS.

A by-law may be amended by a two-third vote of all qualified voters at any authorized meeting of the Church providing the intention to vote on such change was formerly announced at a previous meeting of the Church and in the notice of such meeting.

Stamps
(U.S. Documentary)
in the sum of
\$ 375
affixed to
original copy
and cancelled

27th

AGREEMENT, made the _____ day of February
one thousand nine hundred and twenty-five between Harry V. Beechinor
and Arthur E. Beechinor, of the City of Mount Vernon, County
of Westchester and State of New York, as Executors of and
Trustees under the Last Will and Testament of Robert J.
Beechinor, deceased,
hereinafter designated as the party of the first part, and The First Universalist
Society of the City of Mount Vernon, County of Westchester
and State of New York

hereinafter designated as the party of the second part:
WITNESSETH, that the party of the first part, the holder of a certain bond made
by The First Universalist Society of Mount Vernon, New York

dated November 11th _____, 1909, secured by a mortgage bearing even date
therewith, and recorded in the office of the Register of the County of Westchester, New York,
in Liber 1538 of Section _____ of Mortgages,
page 371, on which bond there is now due the sum of
Six thousand five hundred (\$6,500.) Dollars,
with interest thereon, in consideration of one dollar paid by said party of the second part, and
other valuable consideration, the receipt whereof is hereby acknowledged, does hereby extend
the payment of the principal indebtedness secured by said bond to the eleventh
day of May _____, one thousand nine hundred and twenty-seven.

PROVIDED the party of the second part meanwhile pay interest on the amount owing on said
bond at the rate of Six (6%) per centum per annum,
from November 11 _____, 1924,

on the eleventh days of May _____ and
November _____ in each year and also comply with all the other terms of said
bond and mortgage as hereby modified; AND the party of the second part, in considera-
tion of the above extension and of one dollar paid by said party of the first part, and other
valuable consideration, the receipt whereof is hereby acknowledged, does hereby covenant
to pay said principal sum and interest as above set forth, and not before the maturity thereof
as the same is hereby extended, and to comply with the other terms of said bond and mort-
gage; and the party of the second part covenants that the principal and the interest hereby
agreed to be paid, shall be a lien on the mortgaged premises and be secured by said bond
and mortgage, and that when the terms of said bond and mortgage in any way conflict with
the terms and provisions of this agreement, the terms and provisions of this agreement shall
prevail, and that there are no offsets or defences to said bond and mortgage.

The party of the second part represents that said party of the second part now owns
the premises described in said mortgage.

And the party of the second part covenants with the party of the first part as follows:

1. That the party of the second part will pay the indebtedness as hereinbefore provided.
2. That the party of the second part will keep the buildings on the premises insured
against loss by fire for the benefit of the party of the first part.
3. That no building on the premises shall be removed or demolished without the con-
sent of the party of the first part.

4. That the whole of said principal sum shall become due after default in the payment of any installment of principal or of interest for thirty days, or after default in the payment of any tax, water rate or assessment for thirty days after notice and demand.

5. That the holder of said mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the party of the second part will pay all taxes, assessments or water rates, and in default thereof, the party of the first part may pay the same.

7. That the party of the second part within six days upon request in person or within thirty days upon request by mail will furnish a statement of the amount due on said mortgage.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the party of the second part warrants the title to the premises.

10. That in case of a sale, said premises, or so much thereof as may be affected by said mortgage, may be sold in one parcel.

11. That the whole of the principal sum shall become due at the option of the party of the first part after default for thirty days after notice and demand in the payment of any installment of any assessment for local improvement heretofore or hereafter laid which is or may become payable in annual installments, and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such installments be not due and payable at the time of such notice and demand; and also that the whole of said principal sum shall become due at the option of the party of the first part upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

12. In the event of the passage after the date of this agreement of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect said mortgage, the holder of said mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the land requiring the payment of the mortgage debt. If such notice be given, the said debt shall become due, payable and collectible at the expiration of said thirty days.

13. That the holder of said mortgage, in any action to foreclose it, shall be entitled (without notice and without regard to the adequacy of any security for the debt), to the appointment of a receiver of the rents and profits of said premises; and in the event of any default in paying said principal or interest, such rents and profits are hereby assigned to the holder of said mortgage as further security for the payment of said indebtedness.

14. If any action or proceeding be commenced (except an action to foreclose said mortgage or to collect the debt secured thereby) to which action or proceeding the holder of said mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of said mortgage, all sums paid by the holder of said mortgage for the expense of any litigation to prosecute or defend the rights and lien created by said mortgage (including reasonable counsel fees), shall be paid by the party of the second part, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of said mortgage, and shall be deemed to be secured by said mortgage and by the bond which it secures. In any action or proceeding to foreclose said mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

15. This agreement is made by the party of the first part, the record holder of said bond and mortgage, ~~for use~~, or, if the party of the first part has assigned said bond and mortgage to any actual owner who has title thereto by or through assignment of said bond and mortgage made by said party of the first part, then it is understood and agreed between the party of the first part and the party of the second part that in executing this instrument the party of the first part is agent for the actual owner of said bond and mortgage, and that said actual owner and the party of the second part are bound by this instrument in the same manner as if it were executed by such actual owner.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

J. J. Dwyer

Henry W. Beechinor (L.S.)
Arthur E. Beechinor (L.S.)

Executors of and Trustees under the
Last Will and Testament of Robert J.
Beechinor, deceased.

THE FIRST UNIVERSALIST SOCIETY OF
MT. VERNON

By *Marland P. Sloan*
Chairman of the Board of Trustees.

STATE OF CONNECTICUT, }
COUNTY OF NEW HAVEN, } ss.

I, ALFRED N. WHEELER, Clerk of the Superior Court, the same being a court of record, within and for said county and State, and the officer authorized by the laws of the State of Connecticut to make the following certificate of the county of New Haven, do hereby certify:

That Rusan G. Sawyer, Esquire, whose name is subscribed to the annexed instrument, and thereon written, and before whom the annexed acknowledgment, oath, or affidavit was taken, was at the time of taking such acknowledgment, oath, or affidavit a NOTARY PUBLIC in and for said county of New Haven, residing in said county, duly authorized to take the same, and the officer duly authorized by the laws of said State to take and certify the acknowledgment and proof of deeds to be recorded in said State; and further, that I am well acquainted with the handwriting of such officer, and verily believe that the signature to such acknowledgment, jurat, or certificate is genuine. And I further certify that the impression of seals of Notary Publics is not required by law to be filed in my office.

In testimony whereof I hereunto set my hand and affix the seal of said court, at New Haven, Connecticut, this 29th day of February A. D. 1925.

Alfred N. Wheeler Clerk.

STATE OF NEW YORK,
COUNTY OF ~~NEW YORK~~ ss.:
On the ~~27th~~ day of ~~February~~ 1925,
before me came ~~Harry V. Beechinor and~~
~~Arthur E. Beechinor~~

~~to me known to be the individual described in, and who~~
~~executed, the foregoing instrument, and ^{generally} acknowledged~~
~~that he executed the same.~~

CONNECTICUT
STATE OF ~~NEW YORK~~,
COUNTY OF ~~New York~~ ss.:
On the 27th day of February 1925,
before me came Harry V. Beechinor

to me known to be the individual described in, and who
executed, the foregoing instrument, and acknowledged
that he executed the same.

Susan G. Dyer
Notary Public

STATE OF NEW YORK,
COUNTY OF ~~New York~~ } ss.:
On the ~~ninth~~ day of ~~February~~ 1925,
before me came ~~M.~~

to me known, who, being by me duly sworn, did depose and
say that he resides in ~~Mount Vernon, Westchester~~
~~County, New York~~; that he is the Chairman of
the Board of Trustees of the First
Universalist Society of Mount Vernon.

the corporation described in, and which executed, the fore-
going instrument; that he knows the seal of said corpora-
tion; that the seal affixed to said instrument is such cor-
porate seal; that it was so affixed by order of the board of
Trustees of said corporation; and that he signed his
name thereto by like order.

Maitland B. Sloat

STATE OF NEW YORK
COUNTY OF ~~New York~~ } ss.:
On the ~~11th~~ day of ~~February~~ 1925
before me came Arthur E. Beechinor

to me known to be the individual described in, and who
executed, the foregoing instrument, and acknowledged that
he executed the same.

Marion J. Ray

NOTARY PUBLIC - Queens Co. No. 2157
Certificate filed in N. Y. Co. 800, Register No. 5111A
Commission expires March 30, 1925

STATE OF NEW YORK,
COUNTY OF New York } ss.:
On the ninth day of March 1925
before me came Maitland B. Sloat

to me known, who, being by me duly sworn, did depose and
say that he resides in Mount Vernon, N. Y.
; that he is the Chairman of
the Board of Trustees of the First
Universalist Society of Mount Vernon,

the corporation described in, and which executed, the fore-
going instrument; that he knows the seal of said corpora-
tion; that the seal affixed to said instrument is such cor-
porate seal; that it was so affixed by order of the board of
Trustees of said corporation; and that he signed his
name thereto by like order.

J. H. Oliver

NOTARY PUBLIC, NASSAU COUNTY, N. Y.
CERTIFICATE FILED IN NEW YORK COUNTY NO. 162
NEW YORK COUNTY REGISTER NO. 6075
TER. EXPIRES MARCH 30, 1925

STATE OF NEW YORK,
COUNTY OF ~~New York~~ } ss.:
On the _____ day of _____ 19____,
before me came _____, the

subscribing witness to the foregoing instrument, with whom
I am personally acquainted, who, being by me duly sworn,
did depose and say, that he resides in _____
; that he knows _____
N. Y.

to be the individual
described in, and who executed, the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness, at the same
time subscribed h _____ name as witness thereto.

RESERVE THIS SPACE
FOR USE OF RECORDING OFFICE

No.

HARRY V. BEECHINOR
and
ARTHUR E. BEECHINOR

WITH

THE FIRST UNIVERSALIST SOCIETY
OF THE CITY OF MOUNT VERNON.

Extension Agreement

The land affected by the within instrument
~~lies in Section~~ is situated in ~~the City~~
of Mount Vernon ~~on the Land Map of the~~
in the County of Westchester, New York.

Title Guarantee and Trust Company

OFFICES:

176 Broadway, New York.
175 Remsen Street,
196 Montague Street, } Brooklyn.
160-08 Jamaica Ave., Jamaica

COMPARED

LIBER

PAGE

RECORDED
INDEXED
MAY 19 1908

LIBER 3701 PAGE 196

This Indenture,

Made the 25th day of May, nineteen hundred and thirty-eight.

Between THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON, N. Y.

a corporation organized under the laws of the State of New York, whose address and place of business is No. 38 South Second Avenue, Mt. Vernon, N. Y.

, party of the first part, and

THE NEW YORK STATE CONVENTION OF UNIVERSALISTS, a corporation created by and under the laws of the State of New York, whose address and place of business is

, part y of the second part,

Witnesseth, that the party of the first part, in consideration of

ONE (\$1.00).....Dollars,

lawful money of the United States, and other valuable considerations

paid by the part y of the second part,

does hereby grant and release unto the part y of the second part,

its successors and assigns forever,

All those two (2) certain lots of land, and buildings thereon, in the City of Mount Vernon, County of Westchester and State of New York, designated by the Nos. 15 and 16 on a certain map entitled "Map of 13 Acres of Land Adjoining the Village of Mount Vernon, Town of Eastchester", made by C. F. Erhard, Civil Engineer, September 1st, 1851, and filed in the Office of the Register of the County of Westchester as Map No. 278, which said lots are bounded as follows: Easterly in front by the westerly side of Second Avenue; westerly in the rear by lots Nos. 9 and 10 on said map; northerly on one side of lot No. 17 on said map; and southerly on the other side by lot No. 14 on said map. Containing in width in front and rear one hundred (100) feet, and in depth on each side one hundred and five (105) feet, be the said several dimensions more or less. Together with all right title and interest of the parties of the first part in and to any land lying in any street, road or avenue in front of or adjoining the premises above described. ^{1a}

SUBJECT to a certain mortgage recorded in the office of the Register of Westchester County on November 12th, 1909 in Liber 1538 of Mortgages, Page 371.

SUBJECT, also, to an encroachment upon the premises hereby conveyed of .52 inches by the southerly wall of the building on the premises adjoining on the north; and also to the fact that the fences may not be on the lines of the record title.

SUBJECT, also, to all mortgages, covenants, zoning restrictions or other encumbrances or conditions affecting the said premises.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

To have and to hold the premises herein granted unto the party of the second part, its successors and assigns forever

And The grantor, in compliance with Section 13 of the Lien Law, covenants as follows: That it will receive the consideration for this conveyance as a trust fund to be applied first for the purpose of paying the cost of the improvement, and that it will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

In Witness Whereof, the party of the first part has caused ~~its corporate seal to be hereunto affixed and~~ these presents to be signed by its duly authorized officer the day and year first above written.

attest:

Edna Carpenter
Secretary

THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON, N. Y.

By: Angus Phrang (25)
President

State of NEW YORK

} ss.:

County of WESTCHESTER

On the _____ day of May nineteen hundred and thirty-eight, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides in _____;

that he is the _____ of FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON, N. Y.

the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of Trustees of said corporation; and that he signed his name thereto by like order.

Notary Public, West. Co. N. Y.

3701
196
Dred.

THE FIRST UNIVERSALIST SOCIETY OF MOUNT VERNON, N. Y.

TO

THE NEW YORK STATE CONVENTION OF UNIVERSALISTS

Dated, May 25th, 19 38

The property affected by this Instrument is situate in the Town of Westchester in County of Westchester, N. Y.

20363

SEP 21 4:14

7:17 P.M.

W. St
Dredging Office
New Rochelle N.Y.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

295 B - Cpa 00055 9-21-38

WESTCHESTER COUNTY REGISTER'S OFFICE	
Recording:	
Stat'y Chg.	1.00
Folio Chg.	1.75
Filing Chg.	
Cross Refe	
Certif.	
Postage	
Total	2.75
Examined	Towns
Returned	SEP 23 1938

21 17 3701 Sept 20 1962
William C. Henderson

STATE OF NEW YORK :
 : ss:
 COUNTY OF WESTCHESTER :

On this 25th day of May, 1938 before me personally came Angus L. Craig to me known and known to me to be the same person who subscribed the foregoing instrument and who being by me duly sworn did depose and say that he resides at No. 159 Wilmot Road, (Street) in the Village of Scarsdale, in the County of Westchester, New York, and that he is the President of the First Universalist Society of Mount Vernon, N. Y., the corporation described in and which executed the above instrument; that the said corporation has no seal; that the seal affixed to the foregoing instrument is the private seal of the said President of said corporation and was affixed thereto by order of the Board of Trustees of the said corporation, and that he, Angus L. Craig, signed the same as President of said corporation by virtue of a like order of said Board of Trustees.

Ralph E. Holmes
 Notary Public, West. Co. N. Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the CITY OF MT. VERNON County of Westchester, N. Y. A true copy of the original DEED at request of DUNLAP, OTTO & McGOVERN RECORDED SEPT. 21, 1938, at 2:17 PM

FEE: \$ 2.95

No. 20363

WILLIAM F. CONDON, Register

Cover *DWB*

CONTRACT OF SALE

THIS AGREEMENT, made and dated the 6th day of May, 1948, between NEW YORK STATE CONVENTION OF UNIVERSALISTS, a corporation created by and under the Laws of the State of New York,

hereinafter described as the seller, and HELLENIC ORTHODOX COMMUNITY OF WESTCHESTER COUNTY, INC., of 210 South Second Avenue, Mount Vernon, New York,

hereinafter described as the purchaser,

WITNESSETH, that the seller agrees to sell and convey, and the purchaser agrees to purchase, all that lot or parcel of land, with the buildings and improvements thereon, in the City of Mount Vernon, County of Westchester, New York, as conveyed to the Seller by Deed dated May 25th, 1938, from the First Universalist Society of Mount Vernon, New York, which deed was recorded in the office of the Register of the County of Westchester on the 21st day of September, 1938, in Liber 3701 of Deeds at page 196. The description in said Deed being as follows:

"ALL those two (2) certain lots of land, and buildings thereon, in the City of Mount Vernon, County of Westchester and State of New York, designated by the Nos. 15 and 16 on a certain map entitled "Map of 13 Acres of Land Adjoining the Village of Mount Vernon, Town of Eastchester", made by C.F. Erhard, Civil Engineer, September 1st, 1851, and filed in the Office of the Register of the County of Westchester as Map No. 278, which said lots are bounded as follows: Easterly in front by the westerly side of Second Avenue; westerly in the rear by Lots Nos 9 and 10 on said map; northerly on one side by lot No. 17 on said map, and southerly on the other side by lot No. 14 on said map. Containing in width in front and rear one hundred (100) feet, and in depth on each side one hundred and five (105) feet, be the said several dimensions more or less. Together with all right title and interest of the parties of the first part in and to any land lying in any street, road or avenue in front of or adjoining the premises above described."

Subject, however, to an encroachment of .64 of a foot more or less of the Southerly wall of the building on the premises adjoining on the North, and to the fact that the fences may not be on the lines of the record title.

Subject, also, to any easements of record or otherwise to maintain telephone and electric cables and wires, gas or water pipes or other utility services.

The mortgage now on premises and recorded in the Office of the Register of Westchester County in Liber 1538 of Mortgages at page 371, has been assigned to the Seller by Assignment recorded in Liber 4562 of Mortgages at page 42, and will be discharged by the Seller at the time of closing hereunder.

All fixtures and articles of personal property attached or appurtenant to ~~or used in connection with~~ said premises are represented to be owned by the seller, free from all liens and encumbrances except as herein stated, and are included in this sale. Without limiting the generality of the foregoing, such fixtures ~~and articles of personal property~~ include plumbing, heating, lighting and cooking fixtures, air conditioning fixtures and units, ranges, ~~refrigerators~~, radio aerials, bathroom and kitchen cabinets, mantels, door mirrors, venetian blinds, shades, window screens, awnings, storm windows, window boxes, storm doors, screen doors,

mail boxes, weather vanes, flag poles, pumps, shrubbery and outdoor statuary, to the extent that they are located in or upon the premises herein described, **except as hereinafter reserved.**

This sale includes all right, title and interest of the seller of, in and to any land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining said premises, to the center line thereof, and all right, title, and interest of the seller in and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street; and the seller will execute and deliver to the purchaser, on closing of title, or thereafter, on demand, all proper instruments for the conveyance of such title and the assignment and collection of any such award.

The price is **Thirty-four Thousand (\$34,000.00)**

Dollars, payable as follows:

Three Thousand Four Hundred (\$3400.00)

Dollars,

on the signing of this contract, the receipt of which is hereby acknowledged; and

Thirty Thousand Six Hundred (\$30,600.00)

Dollars,

in cash ~~OR~~ **certified check**

on the delivery of the deed as hereinafter provided;

Dollars,

~~by taking title subject to a mortgage now a lien on said premises in that amount, bearing interest at the rate of per cent per annum, the principal being due and payable~~

Dollars,

~~by the purchaser or assigns executing, acknowledging and delivering to the seller secured by a purchase money mortgage on the above premises, in that amount, payable~~

The Seller reserves from this sale however, the Organ and the Two Leaded Memorial Windows on the South and West Side of the Church Building located on the premises hereby agreed to be conveyed; the Seller agrees to remove the Organ and ~~together with interest at the rate of per cent per annum payable~~ ~~until~~ ~~when the unpaid balance shall be due and payable.~~ the Two Leaded Memorial Windows at its own expense on or before the date of the closing hereunder and to replace said Leaded Windows with ordinary glass windows.

All movable personal property in the said premises is reserved from and excluded from this sale. Without limiting the generality of the foregoing such movable personal property includes the refrigerator, dishes, silverware, cooking utensils, linen, piano, flag and hymn books.

~~Any bond and mortgage to be given hereunder shall be drawn with clauses usually used by and on forms of Title Guarantee and Trust Company for bonds and mortgages of like lien; and shall be drawn by the attorney for the seller at the expense of the purchaser, who shall also pay the mortgage recording tax and recording fees and pay for and affix to such instruments any and all revenue stamps that may be necessary.~~

Said premises are sold and are to be conveyed subject to:

1. Building restrictions and regulations in resolution or ordinance adopted by the Board of Estimate and Apportionment of the City of New York, July 25th, 1916, and amendments and additions thereto now in force, or if premises are not situate in the City of New York, to the zoning and building restrictions and regulations, if any, of the village, city or town in which the premises are situate.
2. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.
3. Consents by the seller or any former owner of premises for the erection of any structure or structures on, under or above any street or streets on which said premises may abut.

In case the title to said premises is not such as Title Guarantee and Trust Company will approve and insure the Seller shall have the right, unless the Seller has received prior notice of the Purchaser's election to take title subject to any alleged defects or objections, to cancel and abrogate this agreement by giving personal or written notice by registered mail of such cancellation to the Purchaser at its address above given, and the Seller shall repay to the Purchaser the down payment made hereunder, in which event this agreement shall become null and void and neither party hereto shall have any claim against the other.

Notwithstanding anything to the contrary in this contract it is understood and agreed that the purchaser shall be solely responsible for the payment of any fees of the Title Guarantee and Trust Company or of any surveyor engaged in the matter.

If there be a mortgage on the premises the seller agrees to deliver to the purchaser at the time of delivery of the deed a proper certificate executed and acknowledged by the holder of such mortgage and in form for recording, certifying as to the amount of the unpaid principal and interest thereon, date of maturity thereof and rate of interest thereon, and the seller shall pay the fees for recording such certificate.

All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Department of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the premises at the date hereof, shall be complied with by the seller and the premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The seller shall furnish the purchaser with an authorization to make the necessary searches therefor.

If, at the time of the delivery of the deed, the premises or any part thereof shall be or shall have been affected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien, or has been paid, then for the purposes of this contract all the unpaid installments of any such assessment, including those which are to become due and payable after the delivery of the deed, shall be deemed to be due and payable and to be liens upon the premises affected thereby and shall be paid and discharged by the seller, upon the delivery of the deed. Westchester County Sewer System Taxes and **** Paving taxes and any taxes for local improvements,** shall be excluded from the provisions of this paragraph and the installments thereof not due and payable at the time of the delivery of the deed hereunder shall be assumed by the purchaser without abatement of the purchase price.

The following are to be apportioned to the day of taking title:

1. Rents as and when collected.
2. Interest on mortgages.
3. Premiums on existing policies or renewals of those expiring prior to the delivery of the deed of the following kinds of insurance: fire,
4. Taxes on the basis of the fiscal year for which assessed which, unless otherwise herein provided, shall be the dates set forth on the succeeding page hereof.
5. Water rates on the basis of the calendar year.

If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last reading.

The deed shall be the usual **Bargain and Sale Deed without covenant against grantor** deed in proper statutory short form for record and shall be duly executed, acknowledged, and have revenue stamps in the proper amount affixed thereto by the seller, at the seller's expense, so as to convey to the purchaser the fee simple of the said premises, free of all encumbrances, except as herein stated, and shall also contain the covenant required by sub-division 5 of Section 13 of the Lien Law, as amended.

The seller shall give and the purchaser shall accept a title such as Title Guarantee and Trust Company will approve and insure.

All sums paid on account of this contract, and the reasonable expenses of the examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The rights and duties of the parties to this contract, in respect to a material or total destruction of said premises (including destruction by fire) or a material or total taking thereof by condemnation, are now subject to the "Uniform Vendor and Purchaser Risk Act" which became effective May 26th, 1936, and is known as Section 240-a of the Real Property Law, unless said contract expressly provides otherwise.

The Purchaser shall have possession of said premises from and after the date of the delivery of the deed, subject to the matters herein provided for or set forth.

The deed shall be delivered upon the receipt of said payments at the office of **Westchester Register of Deeds**, *10 Park Place, Mount Vernon, N.Y.* at **eleven o'clock A.M. on August 15, 1948.** *Joseph E. Musson, Esq.*

The parties agree that **Ralph Ware of Mount Vernon, New York,** brought about this sale and the seller agrees to pay the commission at the rates established or adopted by the Board of Real Estate Brokers in the locality where the property is situated **provided that Seller's title proves satisfactory and the purchase hereunder is consummated in full by purchaser.**

The seller represents that the execution by the seller of this agreement is not prohibited by the President's Executive Order No. 8389, as amended.

The purchaser represents that the execution by the purchaser of this agreement is not prohibited by the President's Executive Order No. 8389, as amended.

The stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto.

In presence of:

NEW YORK STATE CONVENTION OF UNIVERSALISTS

By

Superintendent & Secretary.

HELLENIC ORTHODOX COMMUNITY OF WESTCHESTER COUNTY, Inc.,

Witness: -

Joseph E. Musson Esq.

BY

Michael Polychron

Peter Poppa

Pres

Sec

I agree to the terms of the foregoing Contract. *Ralph Ware* Realtor.

*Insert form of deed to be used.

**Insert any other assessments as to which similar agreement is reached between the parties.

NOTICE

Stoops, areas, cellar steps, trim and cornices of many buildings encroach upon the street, and municipalities and other public authorities may have or claim the right to remove same. If such encroachments are of substantial character, title may be unmarketable until the same are removed. The question as to the substantial character of such encroachments and as to the probable removal of same by such authorities is largely a matter of opinion. Each purchaser must decide these questions for himself. Your attention is called to the fact that this contract provides that title is to be conveyed subject to such encroachments, if any.

Suggestions, observance of which will save time and trouble at the closing of this Title.

TO THE SELLER

Bring to the closing all insurance policies and duplicates.

Bring to the closing the tax and water receipts of the current year, and any leases, deeds and agreements relating to the premises.

Furnish at the closing reading of each water meter on the premises not more than 30 days prior to the closing date.

If there be mortgages on the premises to be conveyed, bring to the closing receipts showing to what date the interest has been paid, and if the principal has been reduced bring also evidence of such reduction, in form to be recorded.

If male, married prior to September 1st, 1930, and the owner prior to that date of the property to be conveyed under this contract, seller must be joined by his wife in the execution of the deed.

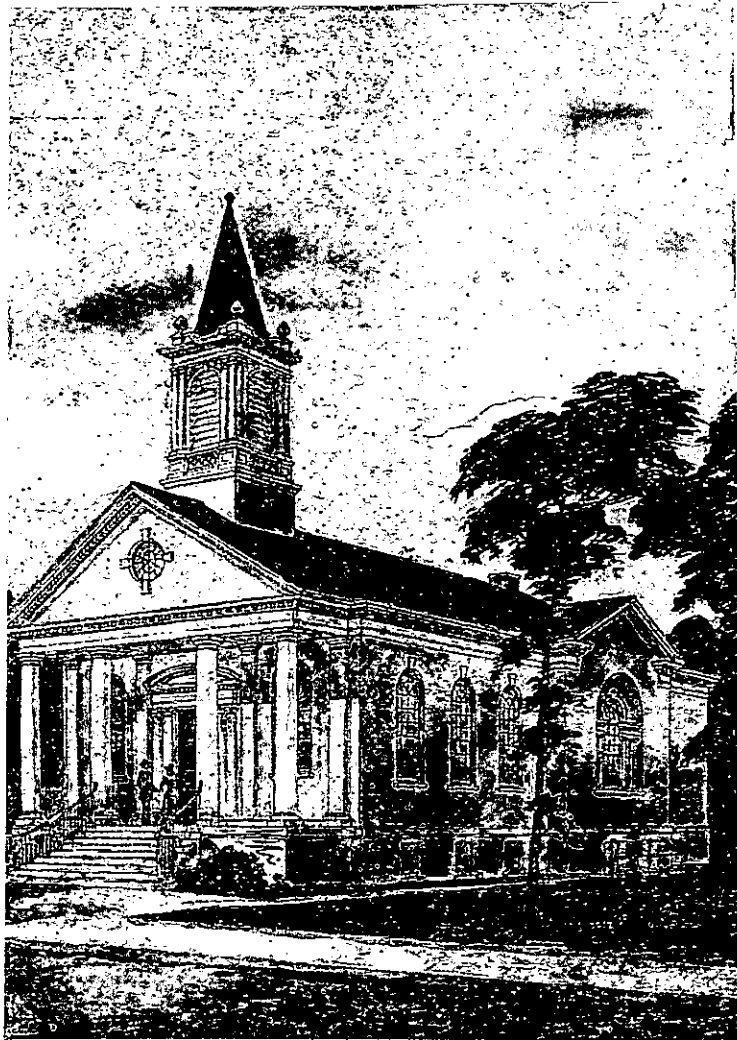
Furnish to the purchaser a full list of tenants, giving the names, rent payable by each, and date to which rent has been paid.

A county clerk's certificate must be attached to all acknowledgments if taken by anyone other than a notary public for the county wherein the property is situated.

TO THE PURCHASER

If this contract is assigned, instructions for drawing the deed and other instruments should be given to the seller as long in advance of the closing date as possible.

Copy



**FORMER UNIVERSALIST CHURCH
MOUNT VERNON, WESTCHESTER COUNTY, NY
PHOTO 1909**