

With the Appurtenances, and all the ESTATE, TITLE AND INTEREST, therein' of the
said party of the first part. And the said *George W Taft*

do. & hereby covenant
and agree to and with the said party of the second part, & their ~~successors in office~~ ^{heirs} and assigns,

that the premises thus conveyed in the Quiet and Peaceable Possession of the said party of the second part, ~~then~~ ^{Sucepors in Office} and assigns, will forever WARRANT AND DEFEND against any person whomsoever, lawfully claiming the same or any part thereof.

In Witness Whereof, The party of the first part hereunto set their hands and seals the day and year first above written.

Sealed and Delivered in the Presence of

The words "Sucepors in Office" ^{interlined} ~~on the 1, 3, 4 line from the top and the~~ word "heirs" erased on same line on the first page the words "Sucepors in Office" ^{interlined} the words "heirs" erased on the first line from the bottom on the second page The words "Sucepors in Office" ^{interlined} on the 3 page on the second line and the word "heirs" erased on same line + page done before the execution

Jos P. Van Hook

STATE OF NEW-YORK,

County, } ss.

George W. Taft
Matilda Taft

On this _____ day of _____ in the year one ~~the~~ ¹⁸⁵⁷ appeared _____

_____ to me known to be the same person described in, and who executed the within instrument, and acknowledged that _____ executed the same.

STATE OF NEW-YORK,

Orinda County, } ss.

On this _____ day of *May* in the year one thousand eight hundred and fifty-*Seven* before me the subscriber, personally appeared *George W. Taft + Matilda his wife*

to me known to be the same persons described in, and who executed the within instrument, who severally acknowledged that they executed the same; and the said _____

Matilda on a private examination by me, apart from her said husband, acknowledged that she executed the same freely, and without any fear or compulsion of her said husband.

Jos. P. Van Hook
Justice of the Peace

Chap. G. H. Lynch 310
WARRANTY DEED.
B. W. Williams

George M. Taft &
Matilda his Wife

TO

The Trustees of the first
Universalist Socy of Boston
& the Successors thereof

Worcester County, ss.

Recorded on the 29th day
of August 1877, at 8
o'clock, A.M., in Lib. 1 of
Deeds, at page 136 and examined.

William Grant (Clerk)
Recorded June 11
1879 at 8 am.
Chas. A. [unclear]

Chg. [Signature]
Mason B. Lawton

Made in County of Worcester June 21st 1877 at
Clerk's Office for Geo. M. Taft & Matilda his wife
8:47 AM in Book 1 of Deeds at page
136 94
B. W. Williams

2 Copies

Rome N.Y. Dec 30, 1907
Special Trustees meeting held at their
Church of the First Universalist So-
ciety of Rome N.Y.
Meeting called to order by Frank M.
Potter Sr President of the board of trus-
tees of said society
Trustees present Edward L. Cattin
Charles H. Watters W^m Thom Crover
D. M^c Daniels Mrs Mary Phillip^{2d}
M. N. Willson as attorney for said
society.

President Frank M. Potter presented an
itemized statement of the expenses
incurred on making the recent
repairs of said church, the total
amount being \$2367.37^{9d} and the
total amount received from
subscriptions and ticket money
\$886.⁰⁰ Total amount of other per-
sonal property owned by said
society \$25⁰⁰.⁰⁰ & that the only
real estate owned by said so-
ciety was, as ^{described} follows namely:
All that certain piece or parcel
of land situate within the City
of Rome in the County of Oneida
& State of New York described as
follows to wit: Being part of lot

No. 10 at the corner of Liberty & Washing-
ton Streets in said City of Rome
40 feet in width on Washington
Street and 50 feet in width on Lib-
erty Street a parallelogram
of 40 by 50 feet.

A motion duly made and seconded
report was duly accepted & placed
on file.

The following resolution was
duly offered by trustee Charles
H. Walters [#] Resolved That ^{the trustees of} the First
Universalist Society of Rome
New York mortgage their real
property being part of lot No.
10 at the corner of Liberty and
Washington Streets in said city
of Rome N.Y. 40 feet in width
on Washington Street & 50 feet
in width on Liberty Street
a parallelogram of 40 by
50 feet to the Oneida County
Savings Bank of Rome N.Y. for
the sum of nineteen hundred
(\$1900.) dollars and that the pres-
ident & secretary of the board
of trustees of said church Frank
M. Potter and James H. Loucks be
and they hereby are authorized

empowered and directed
to execute and deliver a mort-
gage upon said real property
for said sum of nineteen hundred
(\$1900.) Dollars to said bank. ←
Meeting adjourned

I James H. Lovels of
Roxe New York do hereby
certify that the foregoing
is a true copy of the minutes
of the proceedings of the meeting
of the Board of Trustees of said
The First Methodist Society
of Roxe N.Y. held at said
Church on the 30th day of
December 1907.

James H. Lovels
Secy Board of Trustees

1027

This Indenture, Made this Seventh day of January in the year One Thousand Nine Hundred and Eight BETWEEN The Trustees of the First Universalist Society of Rome, by Frank W. Potter Sr., President and James H. Loucks Secretary

party of the first part, and THE ONEIDA COUNTY SAVINGS BANK, of Rome, N. Y., party of the second part.

Whereas, the said The Trustees of the First Universalist Society of Rome, is

justly indebted to the said party of the second part in the sum of One Thousand Nine Hundred Dollars (\$ 1,900.-) in gold coin of the United States, secured to be paid by a certain Bond or obligation, bearing even date herewith, conditioned for the payment of said moneys on the Seventh day of January One Thousand Nine Hundred and Nine and the interest thereon to be computed from January 7, 1908 at the rate of Five

per centum per annum, to be paid semi-annually, January and July 1st, in each year.

It being thereby and hereby expressly agreed that the whole of the said principal sum, at the option of the mortgagee, shall become due after default in the payment of the interest, costs and disbursements, taxes or assessments, as hereinafter provided.

Now This Indenture Witnesseth that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said Bond or obligation, with interest thereon, and also for and in consideration of one dollar paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and release unto the said party of the second part, and to its successors and assigns forever, **ALL THAT TRACT OR**

PARCEL OF LAND situate in the village of Rome County of Oneida and State of New York described as follows:

Being part of Lot Number Ten (10) at the corner of Liberty and Washington streets in said village, Forty (40) feet in width on Washington street and Fifty (50) feet in width on Liberty street, a parallelogram of Forty (40) feet by Fifty (50) feet, being the same premises conveyed to the village of Rome by the Wardens and Vestry of Zion Church in the village of Rome by deed bearing date December 13, 1850, and conveyed by said village of Rome by deed dated the 12th. day of June 1851, to George W. Taft and recorded June 15, 1851 in Book No. 158 of Deeds at page 243, and conveyed by said Taft to the party of the first part herein, and occupied by said party as church property.

This MORTGAGE is executed by and with the consent of The County Court of Oneida County granted upon a petition duly verified and with the Order granted January 6th., 1908, by Hon. George E. Pritchard Oneida County Judge duly filed in the Clerk's office of Oneida County January 6th., 1908. as provided in Section No. 3391 of the Code of Civil Procedure, to which reference is hereby made.

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.

~~ASSIGNS~~ PROVIDED ALWAYS, that if the said party of the first part, their successors and heirs ~~executors or administrators~~, shall pay unto the said party of the second part, its successors or assigns, the said sum of money mentioned in the condition of the said bond or obligation and the interest thereon at the time and in the manner mentioned in the said condition, that then these presents and the estate hereby granted, shall cease, determine and be void.

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

First—That the party of the first part will pay the indebtedness as hereinbefore provided, and if default be made in the payment of any part thereof the party of the second part shall have power to sell the premises therein described, according to law.

Second—That the party of the first part will keep the buildings on the said premises insured in responsible companies against loss by fire for a sum and amount thereon deemed adequate by the

mortgagee for the benefit of the mortgagee; and will pay all taxes and assessments levied or assessed upon the said premises, according to the conditions of the accompanying Bond.

Third—That the party of the first part will pay all costs and disbursements which said second party shall incur in the payment of any back taxes, and in procuring the cancellation of any tax liens, or other real or apparent liens or incumbrances, which said costs and disbursements shall be a lien on the mortgaged premises until the same shall be paid to second party.

Fourth—And it is hereby expressly agreed that the whole of said principal sum shall become due at the option of the said party of the second part after default in the payment of interest; also after default in the payment of any tax or assessment, or the costs and disbursements incurred under subdivision Third.

Fifth—The party of the first part doth hereby covenant that they and their grantees and assigns will execute any further necessary assurance of the title of said premises, and will forever warrant said title.

Sixth—That said mortgagor is seized of the said premises in fee simple, and has a good right to convey the same, and that the same are free and clear from all liens and emcumbrances, and this mortgage is the first lein thereon, and that said mortgagor has not done or suffered anything whereby the said premises have been encumbered in any way whatever.

Seventh—The rents, income and profits of the above described premises are hereby granted, sold, conveyed and pledged to the payment of the principal and interest of the mortgage debt, and the cost and disbursements above provided for and any part thereof remaining unpaid, and upon default in the payment thereof or any part thereof, or in any of the conditions of the mortgage, the said party of the second part, its successors or assigns, shall be at liberty, immediately after any such default, upon a complaint filed, or any other proper legal proceedings commenced for the foreclosure of this mortgage, to apply for, and shall be entitled, as a matter of right, and without regard to the value of the premises above described, or the solvency or insolvency of the party of the first part, or of any owner of said premises, and on five days' notice to the party of the first part, their ~~heirs, executors, administrators~~ ^{successors} or assigns, to the appointment by any competent court or tribunal, of a Receiver of the rents, issues and profits of said premises, with the power to lease the said premises for a term to be approved of by the court, with power to pay taxes, assessments and water rents, which are or may become liens on said premises, and keep the same insured, and with power to take proceedings to dispossess tenants and make all necessary repairs, and with such other powers as may be deemed necessary, who, after deducting all charges and expenses attending the execution of the said trust as Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of this mortgage, and the Bond accompanying the same, or to any deficiency which may arise after applying the proceeds of the sale of said premises to the amount due, including interest and costs and expenses of the foreclosure and sale.

AND IT IS ALSO FURTHER AGREED, that the maximum amount of the principal indebtedness secured by this conveyance, not including interest, taxes, assessments, water rates, insurance or other expenses made by the mortgagee to preserve the mortgage lien is Nineteen Hundred Dollars, and that at the date of execution hereof the total amount advanced by the said The Oneida County Savings Bank is Nineteen Hundred dollars.

IN WITNESS WHEREOF, the party of the first part has hereunto set their hands and seal^s the day and year first above written.

SIGNED, SEALED AND DELIVERED IN }
PRESENCE OF }

The Trustees of the First Universalist Society of Rome by

Frank W. Potter [L. s.]
President.
James A. Houck [L. s.]
Secretary.
[L. s.]

STATE OF NEW YORK, }
County, } ss:

I hereby Certify that, on this _____ day of _____, in the year One Thousand Nine Hundred and _____ before me, the subscriber, personally appeared _____
_____ to me known to be the same individual _____ described in and who executed the foregoing instrument and personally acknowledged to me that _____ had executed the same.

State of New York)
County of Oneida.) ss.

On the seventh day of January, 1908, before me personally came Frank W. Potter Sr., and James H. Loucks, to me known, who being by me duly sworn did depose and say that they resided in the City of Rome, N.Y.; that they are President and Secretary respectively of The Trustees of the First Universalist Society of Rome, the corporation described in and which executed the above instrument; that said corporation has no seal; that they signed their names to the above instrument by order of the said Trustees pursuant to a resolution duly passed by them.

M. N. Willson
Notary Public

EXAMINED AND APPROVED

190

by

RECORDING TAX RECEIPT.

RECEIVED OF

The Oneida County Savings Bank

The mortgagee named in the within instrument \$ 1.200, being the amount of the Tax imposed thereon, and paid at the date of the recording thereof.

Dated Jan 9 1908
A. J. Brinkley

Recording Officer of
Oneida County, N. Y.

No. 1027

MORTGAGE.

C1094 226

Trustees of the First
Universalist Society of Rome

TO
The ONEIDA COUNTY
SAVINGS BANK

Dated January 7th, 1908

\$ 1,200.
Oneida County, ss.

Recorded on the 9
day of Jan 1908
at 11 o'clock A M., in Liber 427
of Mortgages, at page 316

and examined:
James H. Loucks Clerk.

8/

Know all Men by these Presents,

That The Trustees of the First Universalist Society of Rome, by
Frank W. Potter Sr., President and James H. Loucks, Secretary, by and with
the consent and order of the County Court of Oneida County duly filed, is
 held and firmly bound unto THE ONEIDA COUNTY SAVINGS BANK, of Rome, N. Y., in the penal sum of
 double the amount named below, to be paid to the said THE ONEIDA COUNTY SAVINGS BANK, or to its certain
 attorney, successors or assigns,

for which Payment, well and truly to be made, WE bind OURSELVES
 and OUR successors or assigns ~~heirs, executors and administrators~~, jointly and severally, firmly by these presents.

Sealed this 7th day of January, in the year One Thousand Nine Hundred
 and Eight.

The Condition of this Obligation is such, That if the above bounden The Trustees of the
First Universalist Society of Rome, their successors or assigns

~~heirs, executors, or administrators~~ shall and do well and truly pay, or cause to be paid unto the above
 named, THE ONEIDA COUNTY SAVINGS BANK, its certain attorneys, successors or assigns, the sum of
ONE THOUSAND NINE HUNDRED Dollars, in gold coin
 of the United States, one year from date with interest thereon from date of January 7, 1908
 payable semi-annually, on the first days of January and July, each year, according to the terms of a certain
 Mortgage bearing even date herewith, executed by above obligor S to said bank, without fraud or delay,
 then the preceding obligation to be void, otherwise to remain in full force and virtue.

And it is also Agreed, by the said obligor S that they will keep the buildings erected
 and to be erected upon the lands described in the Mortgage accompanying this Bond, insured against loss
 and damage by fire by responsible insurers, and in an amount deemed adequate by the obligee, and assign
 the policy and certificates thereof and make loss, if any, payable to said bank, as its interest may appear,
 and in default thereof, it shall be lawful for the said obligee to effect such insurance, and the premium
 and premiums paid for effecting the same shall be a lien on the said mortgaged premises, added to the
 amount secured by these presents, and payable on demand, with interest at rate of six per cent.
 per annum. That the said party of the second part, its successors or assigns, shall be at liberty,
 immediately after any default, on the condition of the Bond, or the accompanying Mortgage, upon a
 complaint filed, or any other proper legal proceedings commenced for the foreclosure of the accom-
 panying mortgage, to apply for, and shall be entitled, as a matter of right, and without regard to the
 value of the premises above described, or the solvency or insolvency of the party of the first part, or of
 any owner of said premises, and on five days' notice to the party of the first part their ~~heirs,~~
~~executors, administrators~~ ^{Successors} or assigns, to the appointment by any competent court or tribunal, of a
 Receiver of the rents, issues and profits of said premises, with the power to lease the said premises for
 a term to be approved of by the court, with power to pay taxes, assessments and water rents, which
 are or may become liens on said premises, and keep the same insured, and with power to take proceedings
 to dispossess tenants and make all necessary repairs, and with such other powers as may be deemed
 necessary, who, after deducting all charges and expenses attending the execution of the said trust as
 Receiver, shall apply the residue of the said rents and profits to the payment and satisfaction of this
 Bond, and the Mortgage accompanying the same, or to any deficiency which may arise after applying the
 proceeds of the sale of said premises to the amount due, including interest and costs and expenses of the
 foreclosure and sale.

SIGNED, SEALED AND DELIVERED IN }
 PRESENCE OF }

The Trustees of the First Universalist
Society of Rome, by
Frank W. Potter Sr. [L. s.]
 President.
James H. Loucks [L. s.]
 Secretary.

STATE OF NEW YORK,

Oneida County,

SS:

I hereby certify, that on this Seventh day of January 1908 before me, the

subscriber, personally appeared Frank W. Potter Sr., and James H. Loucks to me known, who being by me duly sworn did depose and say that they resided in the City of Rome, N.Y.; that they are President and Secretary respectively of The Trustees of the First Universalist Society of Rome, the corporation described in and which executed the above instrument; that said corporation has no seal; that they signed their names to the above instrument by order of the said Trustees pursuant to a resolution duly passed by them.

M. N. Willson
Notary Public

410 No. 1027

BOND.

The Trustees of the First
Universalist Society of Rome

TO

THE ONEIDA COUNTY SAVINGS BANK
OF ROME, N. Y.

Dated January 7th, 1908.

THIS INDENTURE, made this 6th day of February, in the year One Thousand, Nine Hundred and Twelve, between The Trustees of the First Universalist Society of Rome, N. Y., a religious Corporation duly incorporated under and by virtue of the Laws of the State of New York, located in the City of Rome, Oneida County, New York, party of the first part, and The New York State Convention of Universalists, a religious Corporation duly incorporated under the Laws of the State of New York, party of the second part,

WHEREAS, the party of the first part at a meeting of its qualified members duly called and held at their Church in the City of Rome, N. Y., said members of the party of the first part duly consented to the sale of the real estate hereinafter described and duly authorized and directed its Trustees to make application to the Supreme Court to sell the same, and

WHEREAS, the said Trustees have authorized the sale of said real estate by vote of at least two thirds of its Trustees at a meeting thereof duly called and held, and

WHEREAS, upon the petition of said Trustees pursuant to such authorization, an order of the Supreme Court was granted on the 3rd day of February, 1912 and entered in the Clerk's Office of the County of Oneida on the 6th day of February, 1912, permitting the party of the first part to sell said real estate,

NOW THIS INDENTURE WITNESSETH:-

That the said party of the first part pursuant to the provisions of said order and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, paid by the party of the second part and other good and valuable consideration, does hereby grant and release unto the said party of the second part, its successors and assigns, forever,

ALL THAT TRACT OR PARCEL OF LAND situate within the City of Rome, County of Oneida, and State of New York, described as follows, to-wit:-

Being part of Lot number ten (10) at the Corner of Liberty and Washington Streets in said City; forty (40) feet in width on Washington Street and fifty (50) feet in width on Liberty Street, being a parallelogram of forty (40) feet and fifty (50) feet and being the same premises conveyed to the Village of Rome by the Wardens and Vestry of Zion Church, in the Village of Rome, by deed dated December 13, 1850, and recorded in Oneida County Clerk's Office on the 14th day of January, 1851 in Book 155 of Deeds at page 179 and being the same property conveyed to The Trustees of the First Universalist Society of Rome and their successors by George W. Taft and Matilda, his wife, by deed recorded in said Clerk's Office on the 21st day of June, 1879, in Book number 388 of Deeds at page 136 to which deeds reference

is hereby made,

together with the appurtenances and all the estate and rights of said first party 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 The Trustees of the First Universalist Society of Rome, N. Y., hereby covenant with the said party of the second part that the said party of the first part has not done or suffered anything whereby the above described premises have been incumbered in any way whatever, except giving of a mortgage to the Oneida County Savings Bank dated the 7th day of January, 1908, and recorded in Oneida County Clerk's Office on the 9th day of January, 1908, one half of the amount of which mortgage now due, the said party of the second part has herein assumed and agreed to pay.

IN WITNESS WHEREOF, the said The Trustees of the First Universalist Society of Rome, N. Y., has caused these presents

to be signed and seal, executed and acknowledged and delivered in its name and behalf by Frank M. Potter, its President.

The Trustees of the First Universalist Society, of Rome, N. Y.,

By Frank M. Potter L.S.

State of New York :
County of Oneida : SS.
City of Rome :

On this 6th day of February,

1912, before me personally came Frank M. Potter, to me known; who being by me duly sworn did depose and say, that he resided in the City of Rome, Oneida County, New York; that he is the President of The Trustees of the First Universalist Society of Rome, N. Y., the Corporation described in and which executed the above instrument.

That the said Corporation has no corporate seal and that he signed his name thereto by order of the

Board of Trustees of said Corporation. *Frank M. Potter*

Herbert M. Sweeney
Notary Public

63

176

The Trustees of the First
Universalist Society of
Rome, N. Y., ²⁸⁴

to

The New York State Convention
of Universalists, ³⁸⁰

C O N V E Y A N C E.

ONEIDA COUNTY, ss.

Recorded on the 7 day of 30
Nov 1917 at 12
o'clock P. M., in Liber 678
of Deeds
page 404 and examined
Charles G. Scooko
Clerk.

ABRAM ZOLLER
ATTORNEY AND COUNSELOR AT LAW
SYRACUSE, NEW YORK

White Mem. Book
Syracuse

75

TO THE SUPREME COURT OF THE STATE OF NEW YORK:

The Petition of "The Trustees of the First Universalist Society of Rome, N. Y." respectfully shows

First:- That the petitioner is a religious corporation, and that its corporate name is "The Trustees of the First Universalist Society of Rome, N. Y." That it is managed by Trustees. That the whole number of its ~~members~~ ^{Trustees} is seven. That the names of the trustees and their places of residence respectively, are as follows:

F. M. Potter, Sr., residing at Rome, N. Y.	"	"	"	"
O. D. McDaniels,	"	"	"	"
L. A. Howell,	"	"	"	"
J. H. Miller,	"	"	"	"
J. H. Loucks,	"	"	"	"
L. M. Fitch,	"	"	"	"
W. X. Crider, deceased, whose vacancy has not been filled.				

That the names of its other officers and their places of residence are as follows:

F. M. Potter, President, residing at Rome, N. Y.	"	"	"	"
J. H. Loucks, Treasurer,	"	"	"	"
H. M. Smith, Clerk,	"	"	"	"

Second:- That the business of the corporation and the object of its incorporation is to enable its members to meet for divine worship, and other religious observances and the establishment and maintenance of a church for the furtherance of such objects, and that it was incorporated under and pursuant to the Laws of the State of New York, and that a Certificate of Incorporation was duly executed on May 11, 1851, and recorded in the Oneida County Clerk's Office on the 16th day of October 1852, and that by the

order of County Judge Sutton, dated February 15th 1886, its name was changed to "The Trustees of the First Universalist Society of Rome, N. Y.," which order was recorded in Oneida County Clerk's Office on the 25th day of February 1886.

Third:- That the petitioner is the owner of certain real property, a description of which is as follows: "All that certain piece or parcel of land situate within the City of Rome, in the County of Oneida, and State of New York, as follows, to wit: 'Being part of Lot #10 at the corner of Liberty & Washington Streets, in said City, 40 feet in width on Washington Street, and 50 feet in width on Liberty Street, being a parallelogram of 40 feet and 50 feet, and being the same premises conveyed to the City of Rome, by the Wardens and Vestry of Zion Church in the City of Rome, by deed, dated December 13th 1850, and recorded in the Oneida County Clerk's Office on the 14th day of January 1851 in Book 155, of Deeds, at page 179.' "

Fourth:- That the interest of the corporation will be promoted by the sale of the real estate above described, and that a concise statement of the reasons therefor is as follows: "The New York State Convention of Universalists, a religious corporation duly incorporated under the Laws of the State of New York, is to take title to this property and to hold the same for the interest and purposes of the general welfare of the Universalist denomination in the State of New York, and ~~the~~ petitioner is to have the same use and purpose in connection with the property herein described for its own services and religious observances. That there is upon the property herein described a mortgage

Balance

of the amount of \$1450.00, given to the Onseida County Saving's Bank, and that in part consideration of the proposed sale of this real property, the said New York State Convention of Universalists is to assume and pay one-half of said mortgage, and that therefore, by a sale of said property herein described, this petitioner will be relieved from payment of one-half of said mortgage, with the accrued interest, and from the further expenses, incident to the maintenance thereof. That by the sale of this property to the New York State Convention of Universalists, this petitioner is reasonably assured that the title to the property will remain in the name of the New York State Convention of Universalists and that the welfare and the interest of the petitioner as well as the State Convention will be promoted thereby.

Fifth:- That said sale has been authorized by a vote of at least two-thirds of the trustees of the petitioner at a meeting thereof, duly called and held, and a copy of the resolutions granting such authority is made a part hereof and reads as follows: "Whereas the Trustees of the First Universalist Society of Rome, N. Y.", have authorized and directed the Trustees of said church to sell its church property in the City of Rome, N. Y., to the New York State Convention of Universalists, upon such terms and conditions as they in their discretion, shall deem advisable, subject to the approval of the Court, which premises are briefly described as follows. "Being the church property located in the City of Rome, N. Y., and being part of Lot 10 at the corner of Liberty & Washington Streets, 40 feet in width on Washington Street, and 50 feet in width on Liberty Street,

being the same property conveyed to the Trustees of the First Universalist Society of Rome, N. Y., and their successors, By George W. Taft and wife, which deed was recorded on the 21st day of June 1879, in Book 388 of Deeds at page 136 in the Oneida County Clerk's Office, and

WHEREAS, the said trustees have deemed it advisable to sell the property to the New York State Convention of Universalists upon their assuming to pay and paying one-half of the amount now due to the Oneida County Saving's Bank, upon the mortgage executed by the Trustees of the First Universalist Society of Rome, N. Y., on the 7th day of January 1908, and recorded in Oneida County Clerk's Office on the 9th day of January 1908.

It is now resolved that at least two-thirds of the Trustees being present and voting therefor, that the Trustees of this Church authorize the sale and sell said property to the said New York State Convention of Universalists upon the conditions hereinbefore stated, and that the President of the Corporation be, and he hereby is, authorized to make and execute a ~~property~~ deed of conveyance of said premises in the name of and in behalf of this corporation in case the Court shall grant leave to sell the same. "

Sixth: - That this Petitioner owns no other real property than that hereinbefore described, and intended to be conveyed as hereinbefore stated, and that the cash value of its personal assets amounts to \$ 500⁰⁰, that \$ 1450⁰⁰ of ~~its~~ liabilities is secured by the aforesaid mortgage to the Oneida County Saving's Bank, *and that there are no other debts or liabilities.*

Seventh:- That upon the transfer of the property herein described, said New York State Convention of Universalists is to assume and pay one-half of the said mortgage due the Oneida County Saving's Bank, and that ^{with} monies already ^{it} paid to said New York State Convention of Universalists is to pay in full and discharge from record said mortgage to the Oneida County Saving's Bank.

Eighth:- That the New York State Convention of Universalists has agreed to take title to the property hereinbefore described and to pay the petitioner therefor the sum of One Dollar (\$1), and other good and valuable consideration and upon the delivery of the deed of said premises to assume and pay one-half of the mortgage now due the Oneida County Saving's Bank, and that ^{with} the money already received from this petitioner and others to pay the other one-half of the mortgage now due and to discharge from record said mortgage in full.

Ninth:- At a meeting of the qualified members of the petitioner held in the Church in the said City of Rome, N. Y., pursuant to notice, the object, time and place of ~~such~~ meeting being distinctly stated in said notice, the members of said corporation duly consented to such sale, and duly authorized and directed the Trustees of the petitioner to sell the real estate above described. That a copy of the resolutions showing such consent and authority and direction is annexed thereto and made a part hereof.

TENTH:- That the petitioner demands leave to sell the real estate hereinbefore described, to the New York State

Convention of Universalists, a religious Corporation, duly incorporated under the Laws of the State of New York, upon the terms and conditions hereinbefore stated, and authority to make, execute and deliver all conveyances necessary to pass a proper title thereto, for the sum of One Dollar (\$1.00) and other good and valuable considerations, and upon the agreement of said State Convention to assume and pay one-half of the mortgage now existing and due the Oneida County Savings Bank, and upon the securing the full discharge from record of said mortgage as hereinbefore stated.

The Trustees of the First Universalist Society of Rome, NY

Franks M. Potter
Sam Fitch
J. A. Howell
J. H. Miller
O. D. McDaniels
J. H. Loucks

State of New York :
 County of Oneida : ss.
 City of Rome :

F. M. Potter, O. D. McDaniels, L. A. Howell, J. H. Miller, J. H. Loucks and L. M. Fitch all being severally duly sworn, each for himself deposes and says; that he is a trustee of the Corporation, "The Trustees of the First Universalist Society of Rome, N. Y.", the petitioner above named, a religious corporation, and that he has read and knows the contents of the foregoing petition. That the same is true to his own knowledge except as to those matters therein stated to be alleged upon information and belief, and as to those matters he believes it to be true.

Sam Fitch O. D. McDaniels
J. H. Loucks J. A. Howell
Franks M. Potter J. H. Miller

State of New York
County of Oneida

Subscribed and sworn to before me this 2nd day of February, 1912. Hubert M. Smith
 Notary Public

At a Meeting of the Parish of the First Universalist Society of Rome, New York, duly called and held in the Vestry of the Church on the 25th day of January, 1912, the following Resolution was adopted:-

WHEREAS, the Parish of the First Universalist Society of Rome, New York, deems it advisable to sell their Church property to the New York State Convention of Universalists upon their assuming to pay and paying one half of the amount now due to the Oneida County Savings Bank upon the mortgage executed by the Trustees of the First Universalist Society of Rome, New York, on the 7th day of January, 1908 and recorded in the Oneida County Clerk's Office on the 9th day of January, 1908, subject to the approval of the Court, which premises are briefly described as follows:-

Being the Church property located in the City of Rome, N. Y., and being part of lot #10 at the corner of Liberty and Washington Streets, forty feet in width on Washington Street and fifty feet in width on Liberty Street, being the same property conveyed to the Trustees of the First Universalist Society of Rome, N. Y., and their successors, by George W. Taft and wife, which deed was recorded on the twenty-first day of June, 1879, in Book #388 of Deeds at page #136 and in the Oneida County Clerk's Office,

IT IS NOW RESOLVED, that the Board of Trustees of the First Universalist Society of Rome, New York, be authorized and they hereby are authorized to sell the above described property to the said New York State Convention of Universalists for the consideration of One Dollar (\$1.00) and other good and valuable consideration and for the further consideration of the payment by the said New York State Convention of Universalists of one half of said mortgage now due the Oneida County Savings Bank, ^{and} upon their discharging in full from the record with money already received from this Parish said mortgage, and it is further

RESOLVED, that the President of the Corporation be and he hereby is authorized to make and execute a proper deed of conveyance of said premises in the name of and in behalf of this Corporation in case the Court shall grant leave to sell the same.

T. M. Potter, President,

H. H. Smith, Clerk

Sell + give proceeds to B.S. Co.

State of New York

Supreme Court,

County of _____

In the matter of the application of the trustees of the Unionist Society of Rome ny. for leave to sell property

Peterson

COPY

ABRAM ZOLLER

Peterson
Attorney for _____

OFFICE AND P. O. ADDRESS
32 WHITE MEMORIAL BUILDING
SYRACUSE, N. Y.

Due and personal service of _____

of which the within is a copy, and of the notice hereon endorsed, is admitted this

day of *Feb 7*, 191*2*

in Oneida County
Attorney for *Debt's office*

Sir : Take notice of _____

_____ which the within is a copy, duly granted in the within entitled action, on the _____ day of _____ 191, and duly entered in the office of the Clerk of the County of _____ on the _____ day of _____ 191.

Dated, Syracuse, N. Y., _____ 191.

ABRAM ZOLLER

Attorney for _____
OFFICE AND P. O. ADDRESS
32 WHITE MEMORIAL BUILDING.
SYRACUSE, N. Y.

To _____
Attorney for _____

This Agreement.

Made this 20th day of July in the year
Nineteen Hundred and seventeen.

Between ~~First Israel Society of Rome~~
The New York State Convention of Universalists

~~Congregation Adas Israel Society of Rome~~ of the first part, and
by M. Segal, President,

of the second part, in the manner following:—The said parties have and hereby do mutually covenant and agree as follows: The party of the first part to sell, and the party of the second part to purchase All that Tract or Parcel of Land situate in the city of Rome of County

of Oneida briefly as follows: known as the First

Universalist Church property being the same premises conveyed by the Trustees of the First Universalist Society of Rome to the New York State Convention of Universalists by deed dated February 6, 1912.—recorded in the Oneida County Clerk's office February 7, 1912.

in Liber 678 of Deeds, at page 406. Including furniture and fixtures contained in Church on the above described premises, being the same as the furniture and fixtures conveyed by The First Universalist Society of Rome, through a committee of C. H. Watters and Herbert M. Smith to The New York State Convention of Universalists by Bill of Sale dated August 13th, 1917.

for the sum of Six thousand two hundred dollars

which sum the said parties of the second part hereby agrees to pay to the part of the first part, as follows: the sum of three hundred dollars upon delivery of this contract, - five hundred dollars September first and the balance on or before November first, 1917.

Said part of the second part also agree to pay ALL Taxes and Assessments which shall be taxed or assessed upon said premises from the date hereof until said sum shall be fully paid as aforesaid.

And the said part of the first part, on receiving such payment

at the time and in the manner

above mentioned, shall, at their own proper cost and expense, execute and deliver to the said party of the second part, or to their assigns, a good and sufficient deed of said property together with an abstract of title showing property free from liens.

It is agreed that the part of the second part shall have possession of said premises from and after the payment of eight hundred dollars. Second parties agree not to remove any of the furniture and fixtures or do anything to the detriment of the property until same has been fully paid for.

And it is agreed that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

In Witness Whereof, The parties have hereunto set hands and seals the day and year first above written.

In Presence of
C. H. Watters

C. D. Walker
for the New York State Convention
Congregation Adas Israel
B. M. Segal President



State of New York

County of ONEIDA

SS.:

CITY of ROME

On this 13th day of August 1917

year Nineteen Hundred and seventeen before me, the subscriber, personally appeared C. D. Walker and M. Segal.

to me personally known and known to me to be the same persons described in, and who executed the within Instruments, and they duly acknowledged to me that they executed the same

C. H. Watters
Notary Public

7-63

Contract
FOR PROPERTY

TO

Dated, 19
Deed to Pass 19

STATE OF NEW YORK
County of _____ SS.

RECORDED ON THE
day of A.D., 19
at o'clock .M.
in LIBER of DEEDS
at PAGE and examined

CLERK