

Recorded Dec. 14th, 1915.

GEORGIA,

Chatham County,

This Indenture, Made and entered into this Third day of December in the year of
our Lord, Nineteen Hundred and Fifteen between The Christian Negro Seventh Day Adventist Church,

party of the first part, and the People's Savings and Loan Company, a corporation created by and existing under the laws of Georgia, hereinafter called "Company" (a savings institution paying interest to depositors, and whose deposits are not subject to check), party of the second part. Whereas, The said party of the first part has borrowed from the said Company the sum of One Thousand (1000) Dollars and has agreed and does hereby agree to repay the same, together with interest thereon from date, for the term of ten years, at the rate of five per cent per annum, in one hundred & twenty consecutive monthly instalments of Twelve (12) Dollars and Fifty (50) cents each, payable at the office of said Company, in Savannah, Georgia, on or before the tenth day of each month, commencing in January next. Now then, This Indenture Witnesseth, That the said party of the first part, for the purpose of securing the payment of said debt as above specified, and the faithful performance of each and every the covenants and agreements herein, contained, has granted bargained, sold, aliened, remise, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release convey and confirm, unto the said Company and its assigns: ALL that certain lot or parcel of land, situate, lying and being in the City of Savannah, said County and State, and known upon the map of said City as Lot Number Seventy nine (79) Owens Ward, the same having a Southern frontage of thirty (30) feet and five (5) inches on Thirty sixth Street, between Burroughs and Florence Streets, and a rectangular depth Northwardly to a Lane, and bounded on the North by said Lane, on the East by Lot Number Seventy eight (78) said Ward, on the South by Thirty-sixth Street, and on the West by Lot Number Eighty (80) said Ward. Together with all and singular the improvements, easements, hereditaments and appurtenances to the same belonging or in anywise appertaining, And all the estate, right, title, interest, property and possession, claim and demand whatsoever, in law or in equity of the said party of the first part of, in or to the same and every part and parcel thereof. To have and to hold the said property above described unto the said Company and its assigns forever. This conveyance is to be construed as passing title to said property, and not as a mortgage, and is intended to secure the payment of the debt hereinbefore described as specified herein, the performance of the covenants and agreements herein agreed to be kept and performed by the said party of the first part, and the payment of any other advances or loans that may be made by said Company to the said party of the first part. And the said party of the first part, for and in consideration of the loan of the said sum of money unto it by said Company, does hereby irrevocably constitute and appoint the President of said Company for the time being, its Attorney in Fact, for it the said party of the first part, and in its name, place and stead, upon default in the payment of any of said instalments, or in the payment of any tax, assessment or burden imposed by law upon said property, or upon failure to keep said property insured as herein provided, to nominate and constitute a sole trustee, for the sale at public outcry, in the usual manner of trustees' sales, without order of any court, and for the conveyance of the property hereinbefore described and of the equity of the said party of the first part therein, and for the disbursement of the proceeds thereof, and such trustee so appointed shall have all the power and authority necessary to properly execute and perform his duties as such trustee, including the power to sell said property as a whole or in parcels, at the same time or at different times, as he may deem best for the purpose of paying said debt, or any part thereof, and to make to the purchaser or purchasers, good and sufficient titles, with or without warranty, to said property, and said trustee shall be authorized to employ an auctioneer, upon the usual and

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customary charges, to sell said property, and shall receive for his services in selling and conveying said property, disbursing the proceeds and executing said trust, ten per cent, exclusive of auctioneer's charges, costs and advertisements, upon the proceeds of such sale, and should the said indebtedness be discharged and paid before sale and after the appointment of said trustee, said trustee shall receive five per cent, upon the amount of said debt, and all costs and expenses incurred by him in reference to said property and said trust. And it is further agreed, that at such trustee's sale, the said Company and its assigns shall have the right to bid and purchase, and in the event of such sale, the said party of the first part and its tenants shall hold the said property as tenants at sufferance of the purchaser at such sale and deliver immediate possession thereof to such purchaser. And the said party of the first part covenants and agrees to pay all taxes, water rents, and all levies or assessments, ordinary or extraordinary, that may be made on said property by any state, county, municipal or other authority, as the same become due, and to keep said property insured for the benefit of said Company or its assigns in such insurance company and for such sum as may be designated by it, and to pay all premiums of insurance thereon, the loss, if any, under such policy of insurance to be payable, and such policy delivered, to said Company, and the President of said Company, for the time being, is hereby appointed Attorney in Fact for the said party of the first part to make proofs of loss, collect insurance, and give proper receipts therefor. And it is further agreed, that, in case the buildings on said property be damaged or destroyed by fire, said Company at its option, shall have the privilege of collecting the insurance thereon, and applying the same to the cancellation or reduction of said debt, or can require that said building, be repaired or rebuilt to the extent of insurance money received on account of such fire. And it is further agreed, that in case, for any reason, the insurance on the improvements on said property is cancelled, and other insurance thereon satisfactory to said Company is not obtained, said Company shall have

the right to hold the entire indebtedness owing to it, and secured by this deed, due and payable, and can proceed to collect the same by any process of law, or under the power hereinbefore mentioned. And it is further agreed, that, in case any legal proceeding be commenced for the collection of the debt hereby secured, other than by sale as herein provided or should this conveyance be placed in the hands of an attorney for suit or collection, said Company shall be entitled to recover ten per cent. additional for attorney's fees, and such fees shall be secured hereby and be considered a part of said indebtedness. And it is further agreed that all notes given for monthly installment, and all sums disbursed by said Company, at its option, for insurance premiums, taxes, assessments and burdens shall be secured hereby, and such sums so disbursed shall bear interest from the time of such disbursement at eight per cent. per annum, and shall become due within thirty days after such disbursement, and said Company shall have the right to apply all payments made first to the repayment of such disbursements. And it is further agreed, that, in case default be made in the payment of any of said monthly instalments for three months, or default be made for thirty days in the payment of any insurance premium, tax, assessment or burden, the said Company shall have the right to hold the entire debt hereby secured to be due, payable and enforceable, and can proceed to collect the same by any process of law or by appointment of Trustee and sale as herein provided. In case default is made in the payment of any of said monthly payments or breach be made by said party of the first part in any

of the covenants herein, and said Company shall proceed to collect the debt hereby secured, either by the appointment of a trustee as herein provided, or by any process of law, the said Company shall be entitled to recover the amount borrowed by said party of the first part, with interest at eight per cent per annum from this date, less the payments made by said party of the first part. And it is further agreed that in case default is made in the payment of any of said monthly payments, when the same becomes, due, said monthly payments shall bear interest from the date of such default until paid, at eight per cent. per annum. And it is further agreed, that the trustee appointed under the power herein can be an officer of said Company, and such trustee can appoint any officer of said Company auctioneer to sell said property. And it is further agreed, that the powers herein given to the said party of the second part shall not be affected in any way by the death or disability of the said party of the first part, or either of them. And the said party of the first part further covenants and agrees and hereby expressly states that it has good title to said property and that there are no mortgages, judgments or any other liens against the same (except as herein stated) whereby the lien of this deed can be in anywise changed, charged or defeated, and it does hereby warrant and forever defend the title to said property. It is further agreed, that this deed shall secure any further advances or loans made by said Company, at its option, to the said party of the first part, at any time, notwithstanding the sale by the said party of the first part of its equity in said property, until actual written notice of such sale shall be received by said Company, the principal of such advances or loans not to exceed the additional sum of Two Hundred and Fifty (250) Dollars And it is further agreed, that all the powers herein given to said Company and its officers can be exercised by any assignee of said Company. This deed is made in pursuance of a resolution passed by the congregation of said Christian Negro Seventh Day Adventist Church, in regular conference assembled, a copy of said resolution being hereto attached and made a part hereof. In Witness Whereof, the said party of the first part, has by virtue of said resolution, caused these presents to be signed by its President and Secretary, the day and year first above written.

Signed, Sealed and Delivered in the presence of us :-

Beatrice Brinkman,

Christian Negro Seventh Day Adventist
Church (L.S.)

C. A. Ulm,

By:- John W. Manns, President,

Not. Pub. Chatham Co. Ga.

Attest:- Leila L. Johnson, Secretary,

G E O R G I A,

Chatham County,

We, J. W. Manns, N. North, R. J. Brown, S. L. Amaker, A. W. Bartlett, O. McKane and C. H. Wilson, Trustees of the Christian Negro Seventh Day Adventist Church, hereby ratify and confirm the foregoing deed.

Executed in the presence of us:-

Beatrice Brinkman,

R. J. Brown, (L.S.)

C. A. Ulm,

S. L. Amaker, (L.S.)

Not. Pub. Chatham County Ga.

John W. Manns, (L.S.)

C. H. Wilson, (L.S.)

N. North, (L.S.)