23 CVS 502156

NORTH CAROLINA

NEW HANOVER COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
23 CVS _____

FILED
2023 JUN 27 P 2:51
NEW HANOVER CO., C.S.C.
BY:

FIFTH AVENUE UNITED METHODIST CHURCH OF WILMINGTON

Plaintiff,

v.

THE NORTH CAROLINA CONFERENCE, SOUTHEASTERN JURISDICTION, OF THE UNITED METHODIST CHURCH, INC.; THE BOARD OF TRUSTEES OF THE NORTH CAROLINA CONFERENCE, SOUTHEASTERN JURISDICTION, OF THE UNITED METHODIST CHURCH, INC. CONNIE SHELTON, TARA C. LAIN, DEBORAH BLACK, MIKE PRIDDY, REBECCA W. BLACKMORE, EARL HARDY, M. FRANCIS DANIEL, BECCA DETTERMAN, SUE W. HAUSER, HEATHER REAVES, ISMAEL RUIZ-MILLAN, DENA M. WHITE, JON STROTHER, KENNETH LOCKLEAR, DAVID BLACKMAN, MICHAEL D. FRESE

Defendants.

VERIFIED COMPLAINT

Plaintiff, Fifth Avenue United Methodist Church of Wilmington, ("Plaintiff" or "Fifth Avenue") complaining of the Defendants avers:

PARTIES

1. Plaintiff is a North Carolina non-profit corporation with its principal place of business at 409 South Fifth Street, Wilmington, North Carolina 28401.

2. Defendant North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church (the "Conference") is a North Carolina non-profit corporation with its principal place of business located at 700 Waterfield Ridge Place Garner, North Carolina 27529.

A TRUE COPY
CLERK OF SUPERIOR COURT
NEW HANOVER COUNTY
BY: Leni M. Knowles
Deputy Clerk

3. Defendant Board of Trustees of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church (the "Board") is a North Carolina non-profit corporation that has the authority to settle litigation and convey, buy, sell and release property and assets on behalf of the Conference.

4. Defendant Connie Shelton, is the Bishop of the North Carolina Conference of the United Methodist Church and presides over the Defendant Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

5. Upon information and belief, Defendant Tara C. Lain is the District Superintendent for the Harbor District of the Conference and is a citizen and resident of North Carolina.

6. Upon information and belief, Defendant Deborah Black is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of North Carolina.

7. Upon information and belief, Defendant Mike Priddy is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

8. Upon information and belief, Defendant Rebecca Blackman is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

9. Upon information and belief, Defendant Earl Hardy, is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

10. Upon information and belief, Defendant M. Francis Daniel is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

11. Upon information and belief, Defendant Becca Detterman is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

12. Upon information and belief, Defendant Sue W. Hauser is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

13. Upon information and belief, Defendant Heather Reaves is a member of the Board of Church Location and Building for the Conference and is a citizen and resident of New Hanover County.

14. Upon information and belief, Defendant Ismael Ruiz-Millan is the District Superintendent of the Heritage District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

15. Upon information and belief, Defendant Dena M. White is the District Superintendent of the Fairway District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

16. Upon information and belief, Defendant Jon Strother is the District Superintendent of the Sound District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

17. Upon information and belief, Defendant Kenneth Locklear is the District Superintendent of the Gateway District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

18. Upon information and belief, Defendant David Blackman is the District Superintendent of the Beacon District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

19. Upon information and belief, Defendant Michael D. Frese is the District Superintendent of the Corridor District of the Conference and has a place of business at 700 Waterfield Ridge Place Garner, North Carolina 27529.

JURISDICTION AND VENUE

20. The Court has personal jurisdiction over Defendants pursuant to G.S. § 1-75.4(1), because they are residents of the State of North Carolina and/or are organized under the laws of North Carolina.

21. Venue is proper in this Court pursuant to G.S. § 1-76, and § 1-82.

FACTS

Fifth Avenue

22. Plaintiff is a historic church located in downtown Wilmington, North Carolina a few blocks from the Cape Fear River, and the waterfront district.

23. Plaintiff was incorporated as a non-profit under North Carolina law in 2006, but its roots reach back 176 years when it was first organized for worship in 1847.

24. Plaintiff owns certain parcels of real property in downtown Wilmington, North Carolina which include a historic church sanctuary, a fellowship hall, parking lots and undeveloped green space.

25. Upon information and belief Plaintiff's current church building was constructed in 1889 and its fellowship hall was built in 1921.

26. Plaintiff's congregation has worked tirelessly through the years to maintain and preserve its unique historic home, while also providing worship and ministry to its members, along with outreach to its neighbors and the community in Wilmington.

27. Plaintiff has been affiliated with the United Methodist Church since 1968.

28. At the time of its affiliation with the UMC, none of the deeds to Plaintiff's real property contained any references to the UMC.

29. At the time Plaintiff joined the UMC, it was its understanding that as a local church it could leave the UMC without having its property taken and its church closed without recourse.

30. By virtue of its location in the historic district of Wilmington, just blocks from the scenic Cape Fear River, Plaintiff's real property has an assessed tax value in excess of $2,000,000.00, and a market value well in excess of that.

31. Plaintiff currently has approximately average weekly attendance of at least 20 members at its church services.

32. Plaintiff is a viable local church and has continually maintained good standing with the Conference.

The United Methodist Church

33. Upon information and belief, the United Methodist Church ("UMC") is a worldwide, evangelical church denomination formed in 1968.

34. The UMC does not own any of Plaintiff's property.

35. The UMC acts through units organized as hierarchical conferences. The highest-level conference, the General Conference, is a global assembly which meets regularly every four years. Annual Conferences, such as the North Carolina Annual Conference, are administrative subdivisions of the UMC, presided over by a bishop and cabinet, and meet annually. Annual Conferences are split into districts, each run by a district superintendent who administers and supervises member local churches within that district.

36. Plaintiff is a local church affiliated with the UMC through their annual conference, the Defendant Conference.

37. Defendant Tara Lain is the District Superintendent for Plaintiff's district within the Conference.

The UMC Book of Discipline: The Connectional Contract

38. The UMC Book of Discipline ("BOD") is the constitution and governing document of the UMC.

39. The UMC is a connectional denomination.

40. The BOD is the connectional covenant to which all persons or entities within the UMC agree to be bound. Defendants are subject to the terms of this connectional covenant.

41. The BOD, therefore, constitutes the terms of the shared contract entered into by all individuals and entities associated with the UMC. Defendants are subject to the terms of this shared contract.

42. The General Conference is the only body within the UMC with the authority to pass legislation binding the entire UMC. No other body within the UMC has the law-making authority, and no entity, body, or person other than the General Conference can either amend the BOD or negate any portion of the BOD.

43. All UMC sub-divisions, clergy, agents, lay members, and local churches covenant to abide by the will of the body as determined by the General Conference. All Defendants herein are bound by this covenant.

The BOD and Disaffiliation: ¶2553

44. The UMC General Conference met by special session in 2019 and enacted ¶2553 of the BOD, creating a process for local churches to disaffiliate from the UMC.

45. The purpose of enacting ¶2553 was to avoid the types of harmful litigation over church property that has ensnared other Christian denominations as ideological splits have occurred within those churches.

46. As to the property of local churches that have elected to disaffiliate pursuant to ¶2553, the Book of Discipline provides that:

> A disaffiliating local church shall have the right to retain its real and personal, tangible and intangible property. All transfers of property shall be made prior to disaffiliation. All costs for transfer of title or other legal work shall be borne by the disaffiliating local church. (¶2553 4.c) (emphasis added).

47. ¶2553 sets out a specific procedure and a set of neutral rules, not based on any religious questions or requiring the interpretation of any religious doctrines, whereby a local church may disaffiliate from the UMC and retain its property free of any claim of trust in favor of the UMC.

48. ¶2553 sets out certain financial commitments from a local church in order to disaffiliate, as set forth in ¶2553.4(b) (apportionments) & ¶2553.4(d) (pension liabilities).

49. ¶2553 expires and UMC member churches may no longer avail themselves of that disaffiliation process if it is not completed by December 31, 2023. Specifically, ¶2553 overtly states that upon its expiration, its provisions "shall not be used after that date." Moreover, the

United Methodist Church website specifically states that when General Conference 2024 meets, ¶2553 will not exist and therefore, it is not possible to "extend" a provision that does not exist. Further, there is no legislation presently before the General Conference to create a new or similar ¶2553.

50. The disaffiliation process commences with a local church, acting through its governing body, requesting the district superintendent to call a church conference of the membership of the local church for the purpose of voting on whether the local church wishes to disaffiliate from the UMC. This church conference is presided over by the district superintendent or an elder designated by the district superintendent.

51. With respect to this local church conference, ¶2553 states it "shall be conducted in accordance with ¶248" of the BOD and "shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference" (emphasis added).

52. ¶248 makes it clear that there are two ways in which a church conference can be called by the district superintendent. One is at his/her own discretion. The other is when he/she is requested to do so by the pastor, the church governing body, or 10 percent of the professing membership of the local church. In the latter cases, the district superintendent's duty is purely ministerial and is not subject to his/her discretion.

53. Therefore, under ¶248, if a local church has requested a church conference, the district superintendent has no discretion to refuse to call one.

54. At the local church conference called by the district superintendent, a vote is to be taken as to whether the local church wishes to disaffiliate from the UMC. If two-thirds of the members of the local church present and voting at the duly called church conference vote in favor of disaffiliation, then the local church is directed to execute the disaffiliation agreement

prepared by the Conference, and then shall be presented to the annual conference for simple majority vote ratification by the annual conference members during a regular or specially called session of the annual conference.

55. Under ¶2553, district superintendents have the limited and ministerial role of calling a local church conference to consider disaffiliation when a local church council has requested one, and of presiding over the local church conference or designating another presiding officer.

56. Under ¶2553, the board of trustees of an annual conference also has a limited role in the disaffiliation process. The role of a conference board of trustees under ¶2553 is to enter into a "binding Disaffiliation Agreement," which is to contain standard terms specified in ¶2553 (all of which are financial or other non-religious matters), to which a conference board of trustees may add "additional standard terms that are not inconsistent" with the standard terms specified in ¶2553.

57. No provision of ¶2553 gives the Defendant Trustees the authority to pause, stop, impede, interfere with or delay the disaffiliation process once that process has been requested by a local church pursuant to ¶2553.

58. No provision of ¶2553 gives the Defendant Conference the authority to pause, stop, impede, interfere with or delay the disaffiliation process once that process has been requested by a local church pursuant to ¶2553.

59. No provision of ¶2553 gives Defendant Bishop the authority to pause, stop, impede, interfere with or delay the disaffiliation process once that process has been requested by a local church pursuant to ¶2553.

60. No provision of ¶2553 gives any individual Defendant the authority to pause, stop, impede, interfere with or delay the disaffiliation process once that process has been requested by a local church pursuant to ¶2553.

61. As of December 31, 2022, 249 local churches within the Conference were approved for disaffiliation pursuant to ¶2553 and have disaffiliated. At the recent Annual Conference, in June 2023, the Conference approved the disaffiliation of 59 additional local churches, Plaintiff would have been the 60th had it been permitted to have a Church Conference vote.

Plaintiff's Efforts to Disaffiliate From the UMC

62. Beginning in the Fall of 2022, Plaintiff's members began exploring the possibility of leaving the United Methodist Church through the disaffiliation process outlined in ¶2553 of the BOD.

63. In October 2022, a pastor of another Methodist Church came to speak to Plaintiff's membership regarding the Global Methodist Church as an alternative for churches that chose to leave the UMC, which was made known to the Conference shortly thereafter.

64. In November 2022, Defendant Tara Lain, the District Superintendent for Plaintiff's district in the Defendant Conference came to speak to Plaintiff's membership regarding the disaffiliation process and stressed the Conference's desire for local churches to remain in the UMC.

65. Thus, as of the Fall of 2022, Defendants were aware that Plaintiff was exploring the disaffiliation process, by which Plaintiff could leave the UMC and take its property with it.

66. On January 18, 2023, Plaintiff submitted a disaffiliation inquiry online via the Conference's disaffiliation portal.

67. On February 1, 2023, Plaintiff's Church Council met and voted 8-2 in favor of moving forward with the disaffiliation process in accordance ¶2553 of the BOD.

68. Following Plaintiff's Church Council vote, its Pastor, Phil Streuter, submitted all the necessary information to the Conference to proceed with the disaffiliation process and to conduct a Church Conference vote, and called upon Defendant Tara Lain, the District Superintendent, to hold a Charge Conference for Plaintiff to conduct a vote on disaffiliation.

69. As part of the required submissions to the Conference, Plaintiff had to identify its assets, in particular it had to provide copies of deeds for all parcels of real property it owned, along with their value.

70. On February 27, 2023, the Conference confirmed to Plaintiff and its Pastor that it had in fact received all information and material necessary for Plaintiff to take the next step in the disaffiliation process and conduct a Church Conference vote.

71. By the end of February, 2023, the Defendants knew that Plaintiff had requested a Church Conference vote on disaffiliation, and they also knew all of Plaintiff's assets, including the value of its real property in downtown Wilmington.

72. Also, by the end of February, 2023, Plaintiff and its members had requested that Defendants schedule and conduct a vote on disaffiliation at the church, and had submitted all the necessary paperwork and information to move forward in the disaffiliation process.

73. On March 19, 2023, Pastor Streuter informed Plaintiff's congregation that the Defendant Tara Lain, its District Superintendent would hold an "informational meeting" regarding disaffiliation at Plaintiff's church on March 26, 2023.

74. Plaintiff's church bulletin circulated prior to its Sunday March 26, 2023, service noted among the announcements that there would be a, "'Disaffiliation' informational meeting

for **Professing Members only** this Sunday evening @ 6 pm, presented by Tara Lain, District Superintendent."

75. Plaintiff and its members were led to believe that the "informational meeting" called by Defendant Tara Lain and the Conference related to Plaintiff's request to disaffiliate from the UMC.

76. On March 21, 2023, Plaintiff, through counsel, wrote to Defendant Tara Lain, the District Superintendent and for a second time specifically requested that she schedule a Church Conference vote on disaffiliation in accordance with ¶2553 of the BOD prior to March 31, 2023.

Defendants' Forced Closure of Plaintiff's Property

77. Unbeknownst to Plaintiff, on Friday afternoon, March 24, 2023, Defendants recorded an Affidavit of Declaration of Ownership ("Affidavit of Ownership") in Book 6629, Page 1196, of the New Hanover County Registry, in the chain of title on all Plaintiff's parcels of real property. The Affidavit of Ownership included a Resolution For Closure of Fifth Avenue United Methodist Church ("Resolution") also dated March 24, 2023. A copy of the Affidavit of Ownership including the Resolution is attached hereto as Exhibit 1.

78. All individual Defendants signed the Resolution and agreed to close Plaintiff's church and take its property without recourse or notice to Plaintiff all for the benefit of the Defendants.

79. On March 26, 2023, Defendant Bishop and Defendant Tara Lain District Superintendent arrived at Plaintiff's church for the "informational meeting" and announced that they had closed Plaintiff's church effective Friday March 24, 2023, two days prior to the "informational meeting."

80. Plaintiff's members expressed their objections, shock, and disbelief at Defendants' forced closure of Plaintiff's church.

81. In response to Plaintiff's objections, the next morning, on March 27, 2023, Defendants changed the locks on Plaintiff's church sanctuary and fellowship hall, excluding Plaintiff's members from church property and conducting church activities.

82. Defendants gave Plaintiff no warning that it would force Plaintiff's church to close.

83. Defendants never attempted to address their alleged grounds for closure with Plaintiff or its membership before the forced closure.

84. The Defendants' principal justification for closing Plaintiff's church was contained in the Resolution which claimed:

a. A "recent" decline in membership and missional activity of the Church which has 205 members and average weekly attendance of approximately 20 members; and

b. Plaintiff's congregation initiated a procedure seeking for the Church to disaffiliate from the United Methodist Church.

85. The Conference's own published data regarding Fifth Avenue's average worship attendance shows that since 2017 Plaintiff's weekly attendance has fluctuated from 33 to "approximately 20."

86. The only recent change in Plaintiff's relationship with the UMC or the Conference was its formal requests for a Church Conference vote on disaffiliation.

87. Plaintiff has more than sufficient funds available to pay its operating expenses, and the approximate $34,000.00 fee required to be paid to the Conference for disaffiliation.

88. At the time of its forced closure, Plaintiff was paying its bills, including its UMC-appointed pastor.

89. An overwhelming majority of plaintiff's membership favors disaffiliation, and if a Church Conference vote had been conducted, two-thirds of the members of Plaintiff's congregation present and voting at the duly called church conference vote would have in fact voted for disaffiliation.

90. There are many other local UMC churches that have average weekly attendance significantly lower than Plaintiff, that have remained open.

91. Upon information and belief, according to the UMC's data published in 2020, Plaintiff's average worship attendance of 20 members weekly was higher than 235 of the 785 churches in the North Carolina Conference of the UMC.

92. Defendants wrongfully and deliberately prevented Plaintiff from exercising its contractual right to have a Church Conference vote on disaffiliation and completing the disaffiliation process.

93. On June 15-17, 2023, Defendants conducted their Annual Conference in Greenville, North Carolina at which Defendants advocated for the forced closure of Plaintiff's church.

94. Based upon the Defendants' advocacy the delegates at the Annual Conference voted to affirm the forced closure of Plaintiff's church on June 16, 2023.

95. At the recent Annual Conference, the Conference approved the disaffiliation of 59 other local churches. Plaintiff would have been the 60th local church to disaffiliate this year, but instead Plaintiff was deprived of its right to have a vote on disaffiliation and absent Court

intervention, the opportunity will be completely lost along with Plaintiff's property when ¶2553 sunsets at the end of 2023.

96. The Bishop has scheduled a special Annual Conference on October 7, 2023, to consider those remaining local churches who have voted to disaffiliate pursuant to ¶2553. This special annual conference is the final opportunity for local UMC churches desiring to disaffiliate pursuant to ¶2553 to disaffiliate from the UMC. If a local church is not up for a vote on disaffiliation at the special Annual Conference in October, then they will be unable to disaffiliate.

97. Plaintiff's forced closure and Defendants' seizure of Plaintiff's property due to its disaffiliation inquiry was unprecedented.

98. Defendants' conduct demonstrates a substantial change, or attempted change, in local churches' freedom to disaffiliate, the disaffiliation procedure, and in their relationship with Defendants and the UMC.

99. At the time Plaintiff affiliated with the UMC and continuing throughout their affiliation, it never intended for its church property to be encumbered by an irrevocable trust that permitted Defendants to be able to take its property without recourse.

100. Plaintiff who is the settlor of the alleged denominational trust, intended to affiliate with the UMC and to use its property in accordance with its affiliation so long as the affiliation was consistent with its basic understanding that would be free to conduct its mission without its property being seized without recourse and repurposed for the Defendants' benefit. It was Plaintiff's intent and understanding that the terms of any trust created by the BOD would allow Plaintiff to disaffiliate and retain its property in the event that Plaintiff and its congregation chose to leave the UMC.

101. Plaintiff also intended that it would be the trustee of any trust in which it placed its church property and as such would be able to exercise all authority and powers vested in it as trustee under North Carolina law. To the extent any term of the BOD allegedly empowers the UMC or Defendants to interfere in the exercise of those powers, that term was affected by a mistake of fact or law and is unlawful.

102. The forced closure of Plaintiff's church and seizure of its property without recourse to be repurposed for Defendants to the exclusion of Plaintiff's membership was an objectively material departure from Plaintiff's understanding at the time they affiliated with the UMC and any denominal trust was created.

103. Defendants rely upon certain provisions of the BOD that when local churches affiliate with the UMC, their property is held in trust for the benefit of the entire denomination, and that they may not leave and take their property absent permission from their Conference. These provisions are referred to as trust clauses.

COUNT I

(Breach of Contract)

104. The allegations of Paragraphs 1 through 103 of this Complaint are hereby realleged and incorporated herein by reference.

105. The BOD is a contract entered into by units of the UMC, including Plaintiff and Defendants, and by their actions and their oaths of ministry or membership all parties have agreed to be bound by the provisions thereof as alleged hereinabove.

106. Under North Carolina law, every contract imposes upon each party a duty of good faith and fair dealing in its performance and enforcement. This implied duty requires both parties

to a contract to perform their promises and provide such cooperation as is required for the other party's performance.

107. Defendants have breached the contract, specifically the provisions of ¶2553, the process Defendants themselves established for disaffiliation, and the implied duty of good faith and fair dealing by preventing Plaintiff from having a Church Conference vote on disaffiliation after the vote had been requested.

108. Plaintiff has suffered the loss of its right to a vote for disaffiliation under the contract as a direct and proximate result of Defendants' breach of the contract.

109. Plaintiff does not have an adequate remedy at law for Defendants' breach. Should Defendants be allowed to proceed with the closure, Plaintiff would be deprived of a right to a vote on a potential disaffiliation and to take their property with them upon disaffiliation from the UMC.

110. Plaintiff seeks specific performance of Defendants' obligations under ¶2553 of the BOD including a Church Conference vote on disaffiliation, and the opportunity to disaffiliate without hindrance or interference from the Defendants.

COUNT II

(Promissory Estoppel)

111. The allegations of Paragraph 1 through 110 of this Complaint are hereby realleged and incorporated herein by reference.

112. In the alternative, pursuant to G.S. § 1A-1, Rule 8(e)(2), should a contract not be enforceable as alleged, Plaintiff shows that Defendants should be prevented from enacting its forced closure pursuant to the doctrine of promissory estoppel.

113. Defendants made promises to Plaintiff by virtue of the process created for disaffiliation acted upon by hundreds of churches in the Conference in 2022, promising Plaintiff that Defendants would allow any local church desiring disaffiliation the opportunity to do so.

114. Plaintiff reasonably relied to its detriment on Defendants' promises that all churches would be allowed to pursue disaffiliation and had the right to take its property with it.

115. Injustice can only be avoided by enforcing Defendants' promises to Plaintiff and permitting Plaintiff's members an opportunity to vote on disaffiliation pursuant to ¶2553.

116. Plaintiff has been damaged as a direct and proximate result of Defendants' failure to honor their promises, specifically the loss of its right to a vote for disaffiliation.

117. Plaintiff does not have an adequate remedy at law for Defendants' breach of promises. Should Defendants be allowed to proceed with the closure, Plaintiff would be deprived of a right to a vote on a potential disaffiliation and to take their property with them upon disaffiliation from the UMC.

COUNT III

(Declaratory Judgment)

118. The allegations of Paragraphs 1 through 117 of this Complaint are hereby realleged and incorporated herein by reference.

119. An actual dispute exists between Plaintiff and Defendants with respect to Plaintiff's authority to own, use or otherwise convey property deeded, titled, or otherwise owned by Plaintiff.

120. Plaintiff wishes to have all uncertainty and insecurity as to the legal and equitable ownership of their church property removed by way of judicial declaration, for which there is a bona fide, actual, present, practical need.

121. Defendants claim that the language from ¶¶2501 and 2502 of the BOD creates an irrevocable trust for the benefit of the UMC.

122. Plaintiff is the settlor of its church property.

123. Plaintiff is also the trustee of the trust allegedly created by the BOD.

124. The language of ¶2502 is inconsistent with the language in ¶2501 in that it does not expressly provide that the trust is irrevocable.

125. Defendants are attempting to use the trust provisions to block Plaintiff from exercising its right to disaffiliate under ¶2553 and taking Plaintiff's property without recourse.

126. These purposes were not contemplated by Plaintiff at the time it affiliated with the UMC and is contrary to their intent when any alleged trust was formed. Moreover, the purpose of any alleged trust has become unlawful, contrary to public policy, and impossible to achieve.

127. Accordingly, absent the Court's intervention in this ongoing, active controversy, Plaintiff will be prevented from disaffiliating from the UMC and will have its property taken without recourse. The Court's intervention is necessary to prevent a loss of Plaintiff's rights.

128. Accordingly, Plaintiff is entitled to a declaratory judgment from the Court declaring:

a. That the trust has terminated because the purpose of the trust have become unlawful, contrary to public policy, or impossible to achieve;

b. That to the extent the trust has not terminated, it is revocable; and

c. That Plaintiff is entitled to the quiet, exclusive, uninterrupted, and peaceful possession of its property (real and personal) without any interference from Defendants.

COUNT IV

(Fraud/ Collusion)

129. The allegations of Paragraphs 1 through 128 of this Complaint are hereby realleged and incorporated herein by reference.

130. Defendants' proffered reasons for the forced closure of Plaintiff's church were a mere pretext to seize its valuable real property to repurpose it for Defendants' benefit.

131. Defendants all conspired to deprive Plaintiff of its right to vote on disaffiliation in order to seize Plaintiff's property and prevent Plaintiff from leaving the Conference and the UMC with its property.

132. Defendants colluded and agreed to declare "exigent circumstances" which did not exist, in order to seize Plaintiff's property and prevent Plaintiff from having a vote on disaffiliation.

133. Defendants did in fact deprive Plaintiff of a vote on disaffiliation and Defendants have attempted to take Plaintiff's real and personal property without recourse.

134. Through fraud and collusion Defendants have placed a cloud on title to Plaintiff's property.

135. The right to a vote on disaffiliation will soon sunset and Plaintiff's ability to leave the UMC with its property will be lost.

136. Plaintiff has suffered or will suffer the loss of its real and personal property as a direct and proximate result of Defendants' fraud and collusion.

COUNT V

(Constructive Fraud)

137. The allegations of Paragraphs 1 through 136 of this Complaint are hereby realleged and incorporated herein by reference.

138. The Defendant Board has the authority to manage convey, buy, sell, and release property and assets on behalf of the Conference.

139. Defendant Shelton presides over the Conference.

140. Defendant Harbor District Board of Church Location and Building members purports to exercise authority over local church buildings and property.

141. Defendant Tara Lain is the District Superintendent for the Harbor District where Plaintiff is located and oversees Conference operations with the District.

142. Defendants were all in a position of power, authority and influence over Plaintiff and Plaintiff's property.

143. Plaintiff placed special trust and confidence in all Defendants.

144. Defendants took advantage of their position of trust to take Plaintiff's real and personal property for the benefit of the Conference and Board without recourse.

145. Plaintiff has suffered or will suffer the loss of its real and personal property as a direct and proximate result of Defendants' constructive fraud.

COUNT VI

(Quiet Title)

146. The allegations of Paragraphs 1 through 145 of this Complaint are hereby realleged and incorporated herein by reference.

147. Plaintiff was organized in 1847 and received its real property from donors who wanted Plaintiff's congregation to have use of the church sanctuary and property forever.

148. Plaintiff owns real property in downtown Wilmington, North Carolina which includes parcels identified by the descriptions in the deeds contained in Exhibit 2 attached hereto. Pursuant to G.S. § 1A-1, Rule 10(c), Plaintiff hereby incorporates by reference the deeds and descriptions of Plaintiff's property from the attached deeds.

149. Plaintiff acquired and held title to its real property (save one parcel acquired in 1986) prior to the formation of the UMC and its later affiliation with the UMC.

150. Plaintiff's church sanctuary sits on a parcel of land conveyed to Plaintiff by an 1892 deed which specifically states that it was given by the grantors to Trustees of The Fifth Street Methodist Church "to and for the use of the congregation of said Church forever." It contains no mention of any church conference or the United Methodist Church.

151. Plaintiff acquired and maintained its real property, including paying for all repairs, without any assistance from Defendants or the UMC.

152. Defendants recorded an Affidavit of Ownership in Book 6629, Page 1196, New Hanover County Registry.

153. Defendants claim that language from ¶¶2501 and 2502 of the BOD as amended in 2019 creates an irrevocable trust for the benefit of the UMC.

a. ¶ 2501 of the BOD provides, in pertinent part, as follows:

i. All properties of the United Methodist local churches and other United Methodist agencies and institutions are held, in trust, for the benefit of the entire denomination, and ownership and usage of church property is subject to the BOD.

***

> The United Methodist Church is organized as a connectional structure, and titles to all real and personal, tangible and intangible property held…by a local church or charge, or by an agency or instruction of the Church, shall be held in trust for The United Methodist Church and subject to the provisions of its Discipline.

***

154. ¶2502 of the BOD sets forth the following trust language which the Defendants and the UMC claim purports to be incorporated into the deeds to real property owned by the local churches.

> In trust, that said premises shall be used, kept, and maintained as a place of divine worship of the united Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appoints of said Church as from time authorized and declared by the General Conference and by the annual conference within whose bounds the said premises are situated.

155. Defendants assert that this alleged denominational trust grants them control over Plaintiff's real property and that, absent Defendants' approval such control will continue. This creates a cloud on the title to Plaintiff's real and personal property.

156. The language from the trust clauses in the BOD was not included in the deeds to Plaintiff's real property, save one green space parcel conveyed in 1986.

157. This cloud is invalid because, as set forth above,

a. Any denominal trust has been terminated because the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve; and

b. Defendants' use of the denominational trust to seize Plaintiff's property without recourse and prevent their disaffiliation is inconsistent with Plaintiff's intent at the time it affiliated with the UMC and alleged placed its real property in trust;

c. The terms of the denominational trust are ambiguous and were affected by a mistake of fact or law; and

d. There is no trust language contained in all but one of the deeds to Plaintiff's real property.

158. As a result of the invalid cloud created by the trust on Plaintiff's real property, Plaintiff is entitled to have that real property quieted in its name.

159. The Court should declare the Affidavit of Ownership invalid and order it stricken from Plaintiff's chain of title.

COUNT VI

(Judicial Modification of Trust)

160. The allegations of Paragraphs 1 through 159 of this Complaint are hereby realleged and incorporated herein by reference.

161. Plaintiff is the settlor as to its church property.

162. Plaintiff is also the trustee of the alleged trust created by the BOD.

163. Under G.S. § 36C-4-410 a trust terminates when the purposes of the trust have become unlawful, contrary to public policy, or impossible to achieve.

164. G.S. § 36C-4-410 empowers this Court to modify or terminate a trust when, because of circumstances not anticipated by the settlor, modification or termination will further the purpose of the trust.

165. G.S. § 36C-4-415 empowers this Court to modify or terminate a trust to conform to the settlor's intention when a term of the trust is ambiguous and was affected by a mistake of fact or law, whether in expression or inducement.

166. At the time Plaintiff affiliated with the UMC, it was not its intent that it would lose its church buildings and property to the UMC on a whim and without recourse. Nor was it the intent of the donors who contributed real property and funds to Plaintiff that their donations would be wiped away and repurposed for Defendants' benefit on a whim and without recourse.

167. Defendants have utilized ¶2549 of the BOD to deprive Plaintiff of its real and personal property.

168. The current circumstances were not and could not have been anticipated by Plaintiff when it affiliated with the UMC and allegedly put its property in trust for what was supposed to be the benefit of its members.

169. As a result the current situation is unconscionable and inequitable, and Plaintiff wishes to have its trust terminated, or in the alternative, to have itself clearly established as the trustee of any trust with all power to revoke the trust and/or dispose of the property as North Carolina allows.

170. In addition to Chapter 36C, G.S. § 61-3 provides grounds for review any alleged church trust, and relief to be granted by this Court.

171. The Court should declare that:

a. Any trust encumbering Plaintiff's property for the benefit of the Conference or the UMC is terminated;

b. To the extent that the trust is not terminated, it is revocable; and

c. That Plaintiff is entitled to the quiet, exclusive, uninterrupted and peaceful possession of its properties (real and personal) without interference from Defendants.

172. Alternatively, should the trust not be terminated, the Court should issue an order modifying the trust encumbering Plaintiff's property to clarify that the trust is revocable and that Plaintiff can exercise authority as trustee from any interference by Defendants as permitted by law.

COUNT VII

(Temporary Restraining Order, Preliminary and Permanent Injunctions)

173. The allegations of Paragraphs 1 through 172 of this Complaint are hereby realleged and incorporated herein by reference.

174. As a result of Defendants' acts, there is an immediate and substantial risk that Plaintiff has suffered and will suffer permanent, irreparable and incalculable injury thorough the loss of its opportunity to vote on disaffiliation along with the loss of its church, fellowship hall and other property.

175. Monetary damages alone will not compensate Plaintiff for the irreparable damage if Defendants are not immediately restrained and enjoined from further wrongful conduct outlined above. Plaintiff's irreparable damages include the potential loss of its right to vote on disaffiliation and to disaffiliate, along with its real and personal property.

176. Losing the right to vote on disaffiliation and to disaffiliate along with its real and personal property will effectively end Plaintiff's church, causing immediate and irreparable injury, loss and damage.

177. Plaintiff's remedies at law are inadequate to protect it from Defendants' acts.

178. Defendants should be required to grant Plaintiff and its members immediate access to and use of Plaintiff's property;

179. Defendants should be enjoined from:

a. Interfering with Plaintiff's use and enjoyment of its real and personal property;

b. Taking any action to encumber, impair, change or otherwise alter Plaintiff's property in any way.

180. Plaintiff should be permitted to use its funds to pay bills and tend to the preservation of the church property.

181. Defendants should be ordered to:

a. Preserve the status quo as of March 21, 2023;

b. Call a church conference and preside therein or appoint an someone for that purpose;

c. Call and conduct the conference in sufficient time for Defendant Trustees and Plaintiff to execute the requisite disaffiliation agreement and Defendant Conference to conduct the requisite vote on Plaintiff's disaffiliation application;

d. Not interfere with or discourage Plaintiff's disaffiliation application or its church conference and vote.

JURY DEMAND

Plaintiff, pursuant to G.S. § 1A-1, Rule 38(b) hereby demands a trial by jury in this action on all issues so triable of right.

WHEREFORE, Plaintiff Fifth Avenue United Methodist Church of Wilmington, Inc. respectfully prays the Court that:

1. The Court grant Plaintiff specific performance for Defendants' breach of the Book of Discipline by not conducing a church conference and vote;

2. The Court immediately enter a temporary restraining order, pursuant to G.S. § 1A-1, Rule 65(b) providing:

   a. Plaintiff and its members may have immediate access to and use of Plaintiff's property including that the doors to the Church sanctuary be open to its congregants each Sunday at 10:30 a.m. for up to two hours for worship;

   b. Defendants shall not take any action to encumber, impair, change or otherwise alter Plaintiff's property in any way;

3. The Court enter an injunction, pursuant to G.S. § 1A-1, Rule 65 providing:

   a. Defendants and all persons acting in concert with them must call a church conference and preside therein or appoint someone for that purpose;

   b. Defendants must call and conduct the conference in sufficient time for Defendant Trustees and Plaintiff to execute the requisite disaffiliation agreement and Defendant Conference to conduct the requisite vote on Plaintiff's disaffiliation application; and

c. Defendants shall not interfere with or discourage Plaintiff's disaffiliation application or its church conference and vote;

4. The Court declare that:

a. Any trust encumbering Plaintiff's property for the benefit of Defendants is terminated;

b. That to the extent the trust has not terminated, it is revocable;

c. To the extent the trust is not terminated, issue an order modifying any trust encumbering Plaintiff's property for the benefit of UMC to clarify that the trust is revocable and that Plaintiff Church can exercise authority as Trustee free from any interference by Defendants or the UMC;

d. That Plaintiff is entitled to the quiet, exclusive, uninterrupted, and peaceful possession of their respective properties (real and personal) without any interference from Defendants; and

e. The Affidavit of Ownership be declared null and void and an order be recorded in the New Hannover County Registry confirming the same.

5. The costs of this action be taxed against Defendants; and

6. For such other and further relief as the Court deems just and proper.

This the 27th day of June, 2023,

COATS + BENNETT, PLLC

By: _____
Gavin B. Parsons
N.C. State Bar No. 28013
Attorneys for Plaintiff
1400 Crescent Green, Suite 300
Cary, North Carolina 27518
Telephone: (919) 719-4868
Facsimile: (919) 854-2084
gparsons@coatsandbennett.com

NORTH CAROLINA

NEW HANOVER COUNTY

VERIFICATION

Sarah S. Godwin, Chairman of the Board of Trustees of Fifth Avenue United Methodist Church of Wilmington, first being sworn upon her oath deposes and says that she has read the foregoing Complaint and has personal knowledge of its contents, and has knowledge from the business records of Fifth Avenue United Methodist Church of Wilmington and based upon this knowledge, the information contained herein is true to the best of her knowledge.

Sarah S. Godwin,
Chairman, Board of Trustees
Fifth Avenue United Methodist Church
of Wilmington

Sworn to and subscribed before me this the 27 day of June, 2023.

Notary Public

My Commission expires: 5-6-2028

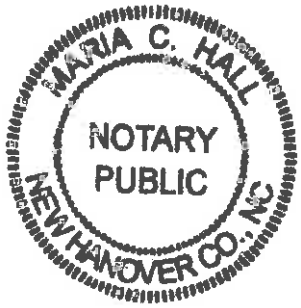


EXHIBIT 1

BK: RB 6629
PG: 1196 - 1203
RECORDED:
03/24/2023
02:17:27 PM
BY: KELLIE GILES
DEPUTY

2023007019
NEW HANOVER COUNTY,
MORGHAN GETTY COLLINS
REGISTER OF DEEDS

NC FEE $26.00
EXTX $0.00

ELECTRONICALLY RECORDED

Drafted By and Return To:
Charles F. Powers III
Poyner Spruill LLP
P.O. Box 1801
Raleigh, N.C. 27602-1801

STATE OF NORTH CAROLINA)
)
COUNTY OF NEW HANOVER)

AFFIDAVIT OF DECLARATION OF OWNERSHIP IN THE BOARD OF TRUSTEES OF THE NORTH CAROLINA CONFERENCE, SOUTHEASTERN JURISDICTION, OF THE UNITED METHODIST CHURCH, INC.

H. Gray Southern, being duly sworn, hereby deposes and states as follows:

1. I am over the age of eighteen. I suffer from no disabilities that would render me incompetent to testify in this matter. I have personal knowledge of the facts stated in this affidavit, unless they are stated as being upon information and belief, in which case I believe them to be true.

2. I am a resident of Wake County, North Carolina. I currently serve as Assistant to the Bishop and Conference Secretary of the North Carolina Conference, Southeastern Jurisdiction, of The United Methodist Church, Inc. ("the North Carolina Conference"), and am fully informed as to the laws, rules and polity of the Conference, including the requirements of *The Book of Discipline of The United Methodist Church* ("The Book of Discipline") with respect to the Board of Trustees of the Conference and its title to and sale of real estate.

3. The Book of Discipline, the instrument setting forth the laws, plan, polity, and process by which United Methodists govern themselves, provides (and provided at all relevant times herein), in pertinent part, that "(i)f the presiding bishop, the majority of the district superintendents, and the appropriate district board of church location and building all consent, they may in their sole discretion, declare that exigent circumstances exist that require immediate protection of the local church's property, for the benefit of the denomination. In such case, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual conference board of trustees who may hold or dispose of such property in its sole discretion subject to any standing rule of the annual conference. Exigent circumstances include, but are not limited to, situations where a local church is no longer

Submitted electronically by "Poyner Spruill LLP"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the New Hanover County Register of Deeds.

serving the purpose for which it was organized or incorporated...." Book of Discipline, Paragraph 2549.3 (b).

4. The following resolution was approved and adopted as of March 24, 2023 with respect to the property of Fifth Avenue United Methodist of Wilmington, having an address of 409 S. 5th Avenue, Wilmington, North Carolina, a member church of the North Carolina Conference, in the Harbor District thereof:

RESOLUTION FOR CLOSURE OF FIFTH AVENUE UNITED METHODIST CHURCH

Pursuant to the recommendation of Rev. Tara Lain, District Superintendent of the Harbor District of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc. (the "North Carolina Conference"), the following resolution is adopted by Presiding Bishop Connie Shelton, the District Superintendents of the North Carolina Conference, and the Harbor District Board of Church Location and Building to declare that exigent circumstances exist that require immediate closure of Fifth Avenue United Methodist Church in Wilmington, North Carolina in accordance with Paragraph 2549.3(b) of The Book of Discipline of the United Methodist Church ("The Book of Discipline"):

BE IT RESOLVED:

WHEREAS, under The Book of Discipline local churches are organized to serve the local community in which the Church is located, and church property is held in trust to ensure that the property is used solely for purposes consonant with the mission of the entire denomination for the maintenance of worship, the edification of believers, and the redemption of the world; and

WHEREAS, Fifth Avenue United Methodist Church in Wilmington, North Carolina (the "Church") was organized in 1847 and has served the Wilmington community as part of the United Methodist denomination (and its predecessors, including the Methodist Episcopal Church South) for more than 170 years; and

WHEREAS, the original property for the Church was donated to the Church trustees by Miles Costin in trust pursuant to a deed which provided that the land was donated for the purpose of constructing a place of worship at which the ministers of the Methodist Episcopal Church South (now the United Methodist Church) would be permitted to preach God's Holy Word "forever hereafter." This property and all other properties owned by the Church are held in trust for the benefit of the United Methodist Church and uses of Church property are subject to The Book of Discipline; and

WHEREAS, though the Church has a rich and robust history of serving its membership and the local community as a thriving United Methodist Church, membership and missional activity of the Church has recently declined and the Church has a current membership of 205 and average weekly attendance of approximately 20 members; and

WHEREAS, contrary to the expressed intention of the donor of the original property for the Church that the property be used "forever after" as a place for preaching God's Word by United

Methodist ministers, the congregation has initiated a procedure seeking for the Church to disaffiliate from the United Methodist Church; and

WHEREAS, the North Carolina Conference has a clear, present and pressing need to respond to local needs in the community by providing space for, among other things, basic needs for unsheltered people, a gathering space for senior adults and persons with disabilities, space for providing shelter and other assistance following major storms, and a welcoming space for worship and study for one or more new United Methodist faith communities; and

WHEREAS, the current membership of the Church has declined opportunities to collaborate with and participate in important ministries and needs of the North Carolina Conference and the local community; and

WHEREAS, the location of the Church property is well-suited towards meeting these missional needs of the North Carolina Conference;

NOW THEREFORE, the undersigned Bishop Connie Shelton, the District Superintendents of the North Carolina Conference, and members of the Harbor District Board of Church Location and Building hereby declare that exigent circumstances exist that require immediate protection of the property of Fifth Avenue United Methodist Church in Wilmington, North Carolina for the benefit of the United Methodist denomination. Accordingly, Fifth Avenue United Methodist Church is hereby CLOSED in accordance with Paragraph 2549.3 (b) of The Book of Discipline because the Church no longer serves the purpose for which it was organized and incorporated. Title to all the real and personal, tangible and intangible property of the Church shall immediately vest in The Board of Trustees of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc. (the "North Carolina Conference Board of Trustees"). The North Carolina Conference Board of Trustees is hereby authorized to use or dispose of all properties of Fifth Avenue United Methodist Church under such terms and conditions as such the North Carolina Conference Board of Trustees may deem meet and proper.

5. Accordingly, under the above-quoted provisions of the Book of Discipline and pursuant to the above-quoted resolution of the North Carolina Conference with respect to the property of Fifth Avenue United Methodist of Wilmington in the Harbor District of the North Carolina Conference, the Board of Trustees of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc. (a North Carolina non-profit corporation domiciled and having its principal place of business in Wake County, North Carolina, with a mailing address of 700 Waterfield Ridge Place, Garner, NC 27529), is the successor in interest to, and owner of all property the title to which was formerly vested in, Fifth Avenue United Methodist of Wilmington in the Harbor District of the North Carolina Conference, including without limitation the following described real property:

Being all of those certain tracts or parcels of land located in the City of Wilmington, New Hanover County, North Carolina, and being more particularly described as follows:

Tract 1:

BEGINNING at a point in the northern line of Church Street which is eastwardly along said northern line 110 feet from the northeast intersection of 5th and Church Streets, said beginning point also marks the southeast corner of a parcel of land owned by Joseph O. and Pauline Maultsby, and described in deed in Book 1242, Page 59 of the New Hanover County Registry; runs thence from said beginning point, northwardly and parallel to 5th Street, and along and with the Maultsby eastern line and the eastern line of the parcel owned by Otis and Alice V. Pierce described in deed recorded in Book 1111, Page 690 of said Registry, 66 feet to the northeast corner of Pierce and the property of Fifth Avenue United Methodist Church (the "Church"); thence along and with one of the Church's lines eastwardly and parallel to Church Street 27.6 feet to a point; thence southwardly, parallel to 5th Street and along and with another of the Church's lines 66 feet to the northern line of Church Street; thence westwardly along and with the northern line of Church Street 27.6 feet to the BEGINNING.

Tract 2:

Parcel A:

BEGINNING IN THE SOUTHERN line of Nun Street eighty-two (82) feet six (6) inches east of the intersection of the southern line of Nun Street with the eastern line of Fifth Street, running thence eastwardly with an along the southern line of Nun Street forty-one (41) feet three (3) inches; thence southwardly parallel with Fifth Street sixty-six (66) feet; thence Westwardly parallel with Nun Street forty-one (41) feet three (3) inches; thence northwardly parallel with Fifth Street sixty-six (66) feet to the point of beginning, the same being part of lot One (1) in Block one hundred, four (104) according to the official plan of the City of Wilmington.

Parcel B:

BEGINNING at a point in the southern line of Nun Street 123 feet 9 inches eastwardly from the intersection of the southern line of Nun Street with the eastern line of Fifth Street; running thence eastwardly with and along the southern line of Nun Street 39 feet 7 inches; thence southwardly and parallel with Fifth Street 66 feet; thence Westwardly parallel with Nun Street 39 feet 7 inches; thence northwardly parallel with Fifth Street 66 feet to the point of Beginning.

Together with and subject to an easement over a strip of land described as follows: Beginning at a point in the southern line of Nun Street 163.4 feet east of the intersection of the southern line of Nun Street with the eastern line of Fifth Street, running thence eastwardly with the southern line of Nun Street 7 feet; thence southwardly parallel with Fifth Street 66 feet; thence westwardly parallel with Nun Street 7 feet; thence northwardly parallel with Fifth Street 66 feet to the point of beginning.

Together with all and singular the lands, tenements, easements and appurtenances thereto belonging or in anywise appertaining.

Parcel C:

BEGINNING at a point in the Eastern line of Fifth Street (now known as Fifth Avenue) Sixty-six (66) feet South from the Southern line of Nun Street, and running thence Southwardly with and along said Eastern line of Fifth Street Sixty-Six (66) feet; thence Eastwardly and parallel with the said Southern line of Nun Street One Hundred and Sixty-Five (165) feet, thence Northwardly and parallel wit said Eastern line of Fifth Street Sixty-Six (66) feet; thence Westwardly and parallel with said Southern line of Nun Street One Hundred and Sixty-Five (165) feet, to the said Eastern line of Fifth Street, the point of beginning, same being the West One-half (1/2) of Lot Number Two (2), Block Number One Hundred and four (104), according to the official plan of the said City of Wilmington.

Parcel D:

Beginning in the Eastern line of 5th Street one hundred twenty feet south of the Southern line of Nun Street, running thence southwardly along the Eastern line of Fifth Street sixty six feet thence eastwardly and parallel with Nun Street one hundred sixty-five feet, thence northwardly sixty six feet and thence westwardly and parallel with Nun Street one hundred sixty-five feet to the beginning on Fifth Street, the same being Lot 3 in Block 104, according to the official plan of the said City of Wilmington and being the same land as described in Deed recorded in Book AAAA, Page 608, New Hanover County Registry. Together with all singular the tenements, houses, woods, waterways, privileges, appurtenance thereunto belonging or in any way appertaining.

Parcel E:

Lying and being in the County of New Hanover and State of aforesaid near the Town of Wilmington butted and bounded as follows to wit. Beginning at a stake in the East Boundary line of the East Boundary of Fifth Street of the Town of Wilmington between the streets of said Town known by the names of Church Street and Nunn Street were the same continued opposite to and directly East of Lot No. 40 under Letter A running North 84 East one hundred and sixty five feet to a stake thence North 6 West sixty six feet then South 84 West one hundred and sixty five feet to said Boundary Line then with that line South 6 East sixty six feet to the first station containing one fourth of an acre of land and being the same land as described in Deed recorded in Book II, Page 422, New Hanover County Registry. Together with all singular the tenements, houses, woods, waterways, privileges, appurtenance thereunto belonging or in any way appertaining.

Parcel F:

BEGINNING in the Eastern line of Fifth Street at a point Sixty-Six (66) feet North of the Northeast intersection of Church and Fifth Streets; running thence Northwardly with the Eastern line of Fifth Street Thirty-Three (33) feet; thence Eastwardly and parallel with Church Street One Hundred and Sixty-Five(165) feet; thence Southwardly and parallel with Fifth Street Thirty-Three (33) feet; thence Westwardly and parallel with Church Street One Hundred and Sixty-Five (165) feet to the Eastern line of Fifth Street, the Beginning, and being a part of the West half of Lot No. Five Block No. 104, according to the official plan of the said City of Wilmington,

SAVING, EXCEPTING and RESERVING to the heirs and assigns of Elizabeth P. LeGwin, Deceased, a right-of-way for ingress and egress, in, to and over that certain strip of land:

BEGINNING in the Eastern line of Fifth Street at a point Sixty-Six (66) feet North of the Northeast intersection of Church and Fifth Streets; running thence Northwardly with the Eastern line of Fifth Street Eight (8) feet; thence Eastwardly parallel with Church Street Sixty-Six (66) feet; thence Southwardly parallel with Fifth Street Eight (8)feet; thence Westwardly parallel with Church Street Sixty-Six (66) feet to the Beginning, for pedestrians, carts, wagons, vehicles, and any and all other means of transportation in, to, and over the said strip of land for the said Elizabeth P. LeGwin, Deceased, her heirs and assigns.

AND BEING the same property conveyed to Elizabeth P. LeGwin (now deceased) by John B. Taylor and Wife, Mary Taylor, by deed dated June 14th, 1901, recorded in Book 31, at pages 401, et seq., and subsequently conveyed by the said Elizabeth P. LeGwin to LeRoy C. LeGwin, by deed recorded December 19th, 1913, in Book 73, at Page 259, of the records in the Office of the Register of Deeds of New Hanover County. TOGETHER with all and singular the lands, tenements, easements and appurtenances there unto belonging, or in anywise appertaining.

Parcel G:

BEGINNING IN THE Eastern line of Fifth Street at a point ninety nine (99) feet northwardly from its intersection with the Northern line of Church Street, running thence Northwardly along said line thirty three (33) feet, thence eastwardly, parallel with Church Street one hundred, Sixty five (165) feet, thence southwardly, parallel with Fifth Street thirty three (33) feet, thence Westwardly parallel with Church Street one hundred, Sixty Five (165) feet to the Eastern line of Fifth Street, the point of Beginning, Same being part of Lot five (5) in Block one hundred and four (104) according to the official plan of the City of Wilmington, North Carolina.

Parcel H:

Beginning at a point in the Northern line of Church Street 137½ feet eastwardly from its intersection with the Eastern line of Fifth Street, and running thence eastwardly along said Northern line of Church Street 27½ feet, thence northwardly parallel with Fifth Street 66 feet, thence Westwardly parallel with Church Street 27½ feet, and thence southwardly parallel with Fifth Street 66 feet to the beginning. The same being part of Lot 6, Block 104, according to the official plan of the City of Wilmington, N.C.;

Being also the same lot conveyed by G.C. McIntire, Commissioner, to the New Hanover County and the City of Wilmington, municipal corporations, dated April 13, 1949, and recorded in Book 429, Page 547, office of the Register of Deeds of New Hanover County.

Together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining.

Less and Except the following two tracts:

Tract A:

Located in the City of Wilmington, New Hanover County, State of North Carolina and being described as follows: BEGINNING at a point in the southern right of way line of Nun Street (66' Public right of way), said point being located North 84 degrees 23 minutes 00 seconds East - 160.00' from the intersection of the southern right of way line of Nun Street and the eastern right of way line of S. 5th Street (99' Public right of way), and runs thence from said beginning point, North 84 degrees 23 minutes 00 seconds East - 3.33' to a point; thence South 05 degrees 37 minutes 00 seconds East- 66.00' to a point in the line of the Church property (Deed Book 606, Page 490); thence with the Church property, North 84 degrees 23 minutes 00 seconds East - 1.67' to a point in the Revitalize ILM property (Parcel #6, Deed Book 6418, Page 2923); thence with the Revitalize ILM line, South 05 degrees 37 minutes 00 seconds East - 66.00' to an iron rod, the southeast corner of the Church property (Deed Book 606, Page 490); thence with the Church line, South 84 degrees 23 minutes 00 seconds West - 5.00' to a point; thence North 05 degrees 37 minutes 00 seconds West -132.00' to the point of beginning, containing 549.78 Square Feet, and being a portion of that land described in a deed to the Trustees of Fifth Avenue Methodist Church recorded in Deed Book 606, Page 490 of the New Hanover County Register of Deeds.

Tract B:

Located in the City of Wilmington, New Hanover County, State of North Carolina and being described as follows: BEGINNING at a point in the southern right of way line of Nun Street (66' Public R/W), said point being located North 84 degrees 23 minutes 00 seconds East -163.33' from the intersection of the southern line of Nun Street and the eastern right of way line of S. 5th Street, and runs thence with the southern right of way line of Nun Street, North 84 degrees 23 minutes 00 seconds East -1.67' to an iron rod, the northwest corner of Parcel #6 of the Revitalize ILM property, thence with their line, South 05 degrees 37 minutes 00 seconds East - 66.00' to a point, the northeast corner of the Fifth Avenue United Methodist Church property (Deed Book 118, Page 378); thence with the Church property, South 84 degrees 23 minutes 00 seconds West -1.67' to a point, thence with the Church property (Deed Book 606, Page 490), North 05 degrees 37 minutes 00 seconds West - 66.00' to the point of beginning, containing 110.00 Square Feet.

I declare under penalty of perjury under the laws of the State of North Carolina that the foregoing is true and correct, and that I executed this Affidavit of Declaration of Ownership on this the 24 day of March, 2023.

H Gray Southern (SEAL)
H. Gray Southern
Assistant to the Bishop and Conference Secretary
The North Carolina Conference,
Southeastern Jurisdiction of the United Methodist Church, Inc.

I, Sandra J. Chrisawn, a Notary Public, do hereby certify that H. Gray Southern personally appeared before me this day and being duly sworn acknowledged the execution of this Affidavit of Declaration of Ownership for the purpose stated therein and in the capacity indicated.

Witness my hand and notarial seal this 24 day of March, 2023.

(OFFICIAL SEAL)
SANDRA J. CHRISAWN NOTARY PUBLIC WAKE COUNTY NC

Sandra J. Chrisawn
Notary Public

Sandra J. Chrisawn
Notary's Printed Name

My Commission Expires: 12-4-2025

RESOLUTION FOR CLOSURE OF FIFTH AVENUE UNITED METHODIST CHURCH

Pursuant to the recommendation of Rev. Tara Lain, District Superintendent of the Harbor District of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc. (the "North Carolina Conference"), the following resolution is adopted by Presiding Bishop Connie Shelton, the District Superintendents of the North Carolina Conference, and the Harbor District Board of Church Location and Building to declare that exigent circumstances exist that require immediate closure of Fifth Avenue United Methodist Church in Wilmington, North Carolina in accordance with Paragraph 2549.3(b) of The Book of Discipline of the United Methodist Church ("The Book of Discipline"):

BE IT RESOLVED:

WHEREAS, under The Book of Discipline local churches are organized to serve the local community in which the Church is located, and church property is held in trust to ensure that the property is used solely for purposes consonant with the mission of the entire denomination for the maintenance of worship, the edification of believers, and the redemption of the world; and

WHEREAS, Fifth Avenue United Methodist Church in Wilmington, North Carolina (the "Church") was organized in 1847 and has served the Wilmington community as part of the United Methodist denomination (and its predecessors, including the Methodist Episcopal Church South) for more than 170 years; and

WHEREAS, the original property for the Church was donated to the Church trustees by Miles Costin in trust pursuant to a deed which provided that the land was donated for the purpose of constructing a place of worship at which the ministers of the Methodist Episcopal Church South (now the United Methodist Church) would be permitted to preach God's Holy Word "forever hereafter." This property and all other properties owned by the Church are held in trust for the benefit of the United Methodist Church and uses of Church property are subject to The Book of Discipline; and

WHEREAS, though the Church has a rich and robust history of serving its membership and the local community as a thriving United Methodist Church, membership and missional activity of the Church has recently declined and the Church has a current membership of 205 and average weekly attendance of approximately 20 members; and

WHEREAS, contrary to the expressed intention of the donor of the original property for the Church that the property be used "forever after" as a place for preaching God's Word by United Methodist ministers, the congregation has initiated a procedure seeking for the Church to disaffiliate from the United Methodist Church; and

WHEREAS, the North Carolina Conference has a clear, present and pressing need to respond to local needs in the community by providing space for, among other things, basic needs for unsheltered people, a gathering space for senior adults and persons with disabilities, space for providing shelter and other assistance following major storms, and a welcoming space for worship and study for one or more new United Methodist faith communities; and

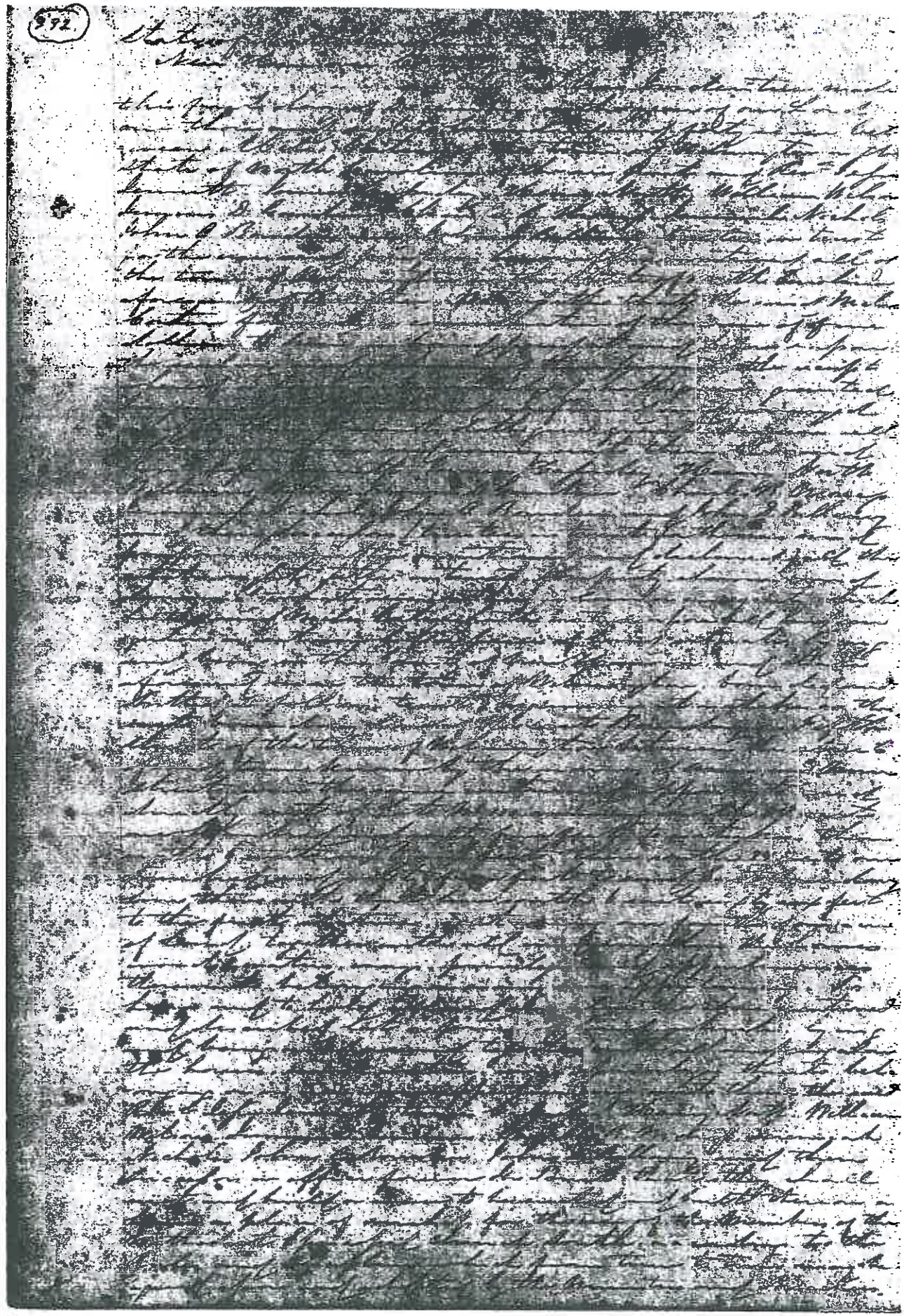
WHEREAS, the current membership of the Church has declined opportunities to collaborate with and participate in important ministries and needs of the North Carolina Conference and the local community; and

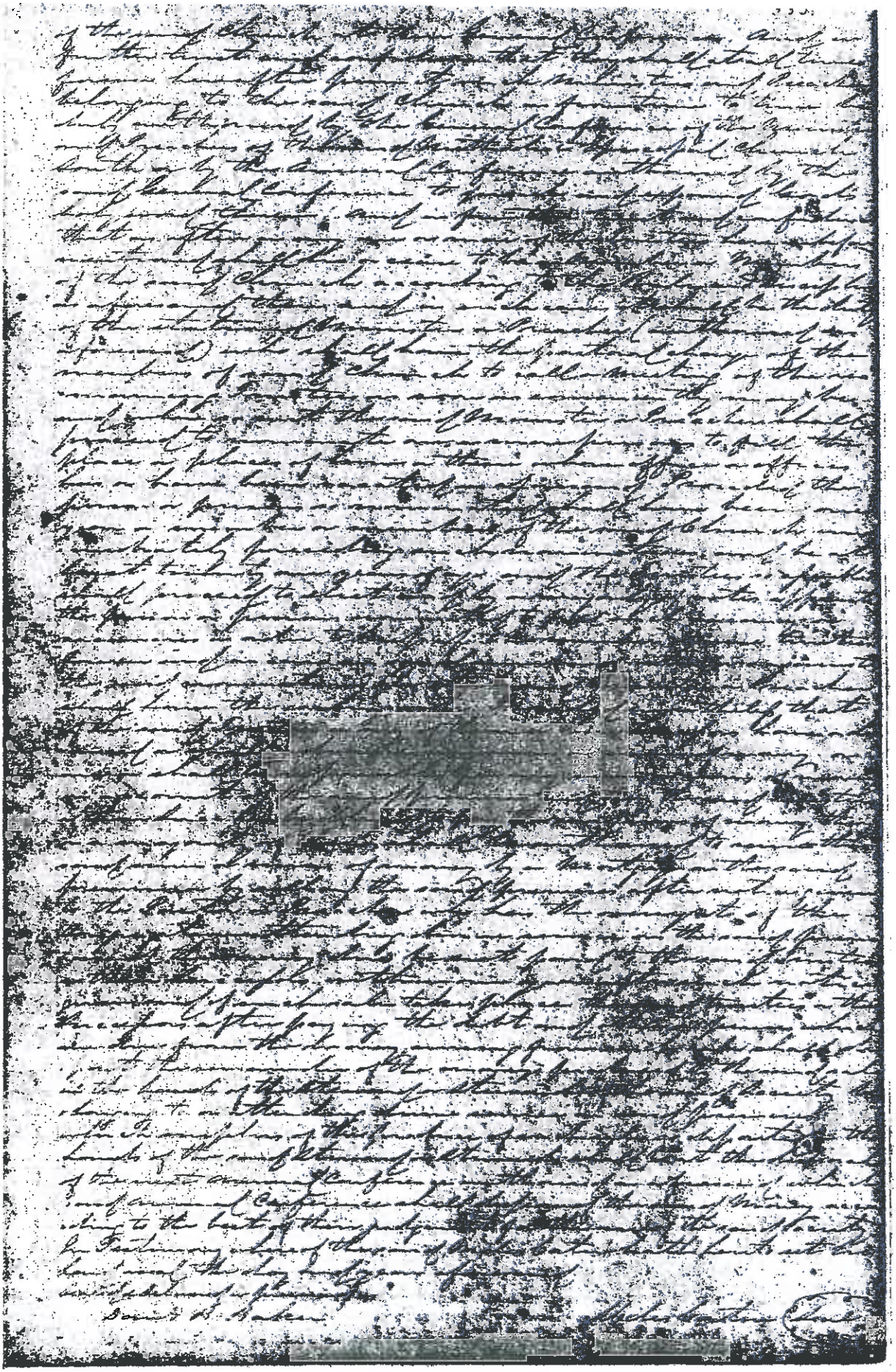
WHEREAS, the location of the Church property is well-suited towards meeting these missional needs of the North Carolina Conference;

NOW THEREFORE, the undersigned Bishop Connie Shelton, the District Superintendents of the North Carolina Conference, and members of the Harbor District Board of Church Location and Building hereby declare that exigent circumstances exist that require immediate protection of the property of Fifth Avenue United Methodist Church in Wilmington, North Carolina for the benefit of the United Methodist denomination. Accordingly, Fifth Avenue United Methodist Church is hereby CLOSED in accordance with Paragraph 2549.3 (b) of The Book of Discipline because the Church no longer serves the purpose for which it was organized and incorporated. Title to all the real and personal, tangible and intangible property of the Church shall immediately vest in The Board of Trustees of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc. (the "North Carolina Conference Board of Trustees"). The North Carolina Conference Board of Trustees is hereby authorized to use or dispose of all properties of Fifth Avenue United Methodist Church under such terms and conditions as such the North Carolina Conference Board of Trustees may deem meet and proper.

Effective this 24th day of March, 2023:

EXHIBIT 2





and such default shall continue for ten days, then it shall be lawful for the party of the second part, his heirs, executors, administrators or assigns to sell the said land and premises at Public Auction for cash, in the city of Wilmington after first advertising the day and place of sale for (30) thirty days, in some one daily newspaper published in the City of Wilmington aforesaid and also at the County Court House door and three other Public places in said City and out of the proceeds of sale, to retain the debt and interest then unpaid, all taxes and insurance premiums unpaid by said parties of the first part, all the cost of selling, advertising and conveying the said land including a reasonable attorneys fee for foreclosing under the powers herein given. and pay any surplus to the parties of the first part, their executors or administrators, and the said party of the second part, his heirs personal representatives, or assigns, are hereby fully empowered to convey the land in fee simple to the purchaser at said sale freed and discharged of all right of redemption or other right or claims of the parties of the first part their heirs personal representatives or assigns. And until such sale the parties of the first part for themselves their heirs executors administrators and assigns covenant and agree at their own expense to keep all public taxes paid on said land and have and keep the buildings thereon insured against fire in a sum not less than One Thousand Dollars in some reliable Insurance Company to be approved by said party of the second part his heirs personal representatives, or assigns, loss to be made payable by the terms of the Policy of Insurance to the party of the second part, as interest may appear balance to the assured. And if any tax now due be not paid or if any premium for such insurance or tax to become due be not paid in five days, it is due and payable the party of the second part, heirs personal representatives or assigns shall have authority to pay the same and all payments so made shall bear interest at (8%) Per cent from the date of payment and be secured by this mortgage as fully as, and become due and payable at the maturity of, the note and debt first above mentioned.

In Witness Whereof the parties of the first part hereunto set their hands and seals the day and year aforesaid.

Anna S Wessell Seal.
Chas Wessell Seal

Signed. Sealed and
delivered in presence of

State of North Carolina, } In Justices Court.
New Hanover County. } June 27th 1868.

Personally appeared before me, R.H. Bunting Justice Peace for the County and State aforesaid Charles Wessell and Anna S. Wessell his wife, and acknowledge the due execution by them of the foregoing and annexed deed. And thereupon the said Anna S. Wessell being by me privately examined, separate and apart from her said husband, touching her free consent in the execution of the said deed of conveyance; she on such her examination, declared that she had executed the same freely, of her own will and accord, and without any force, fear, or undue influence of her said husband, or any other person, and did still voluntarily assent thereto.

R.H. Bunting J.P.

Office of Clerk Superior Court
New Hanover County

The execution of the foregoing deed was this day duly proven by the oath and examination of the subscribing witness.

Let the same be registered with this certificate, this 10 day of February 1892.

Jno. D. Taylor
Clerk Superior Court
New Hanover County

Received and duly registered the 10th day of February A.D. 1892.
John Haar Jr
Register of Deeds

D~eed~ 9-224 (1892)

D.G. Worth and wife to Trustees Fifth Street Methodist Church — New Hanover County

Know all men by these presents, That we, David G. Worth and Julia A. Worth his wife of the City of Wilmington, County and State aforesaid, for and in consideration of Five Dollars to us in hand paid by O.J. Pinner, John J. Fowler, Thomas H. Shelton, B.F. King and J.C. Furlong, as Trustees of the Fifth Street Methodist Church, all of said City of Wilmington, the receipt whereof is hereby acknowledged, have granted, demised, released and quit-claimed, and by these presents do grant, demise, release and forever quit-claim, unto the said O.J. Pinner, John J. Fowler, Thomas H. Shelton, B.F. King and J.C. Furlong, as Trustees as aforesaid, their successors and assigns forever, all that certain lot or parcel of land situate lying and being in the City of Wilmington aforesaid, and beginning at a point in the Eastern line of Fifth Street one hundred and thirty two feet Southwardly from its intersection with the Southern line of Ann Street, and running thence along said line of Fifth Street Southwardly One hundred and thirty two feet, thence Eastwardly and parallel with Ann Street, One hundred and sixty five feet, thence Northwardly and parallel with Fifth Street, one hundred and thirty two feet, and thence Westwardly and parallel with Ann Street, one hundred and sixty five feet, to the Beginning — the same being the Western halves of Lots 3 and 4 in Block 204 according to the plan of said City. To Have and To Hold the said granted and released land and premises with the appurtenances, unto the said O.J. Pinner, Thos. H. Shelton, John J. Fowler, B.F. King and J.C. Furlong, as trustees as aforesaid their successors and assigns, to and for the use of the congregation of said Church forever, so that we, the said David G. Worth and Julia A. my wife, our heirs, or the heirs of either of us, or any one claiming under us, or either of us, shall never have, claim or demand, any

right, title or interest in the same at any time hereafter.
In Witness Whereof, we have hereunto set our hands and seals the 12th day of February 1892.

[illegible] Ohrt (Seal)
Julia M. Ohrt (Seal)

Signed, Sealed and delivered, in the presence of

State of North Carolina, } In Superior Court,
New Hanover County, } 16th February, 1892.

Then and there personally appeared before me John D. Taylor, Clerk of the Superior Court for the County and State aforesaid [illegible] and Julia M. Ohrt his wife and acknowledged the due execution in form of the foregoing and annexed deed to [illegible] Trustees of the [illegible] Methodist Church. And thereupon the said Julia M. Ohrt being by me privately examined, separate and apart from her said husband, touching her free consent in the execution of the said deed of conveyance; she in each examination, declared that she had executed the same freely of her own will and accord, and without any fear or compulsion of her said husband, or any other person, and she still voluntarily assents to same.

Let the same deed and this certificate be registered.

Jno. D. Taylor
Clerk of Superior Court
of New Hanover County.

Received and duly registered this the 16th day of February A.D. 1892.
John Haar Jr.
Register of Deeds.

Henry Savage wife } State of North Carolina, } for
— do — } New Hanover County. }
Joseph Hilsch wife } Deed.

This Indenture, Made the Fifteenth day of February in the year of our Lord One Thousand Eight Hundred and Ninety two between Henry Savage and Jane Purlin Savage his wife, of the City of Wilmington, County of New Hanover and State of North Carolina, the parties of the first part, and Joseph Hilsch and Annie Hilsch, his wife, of the City of Wilmington, County of New Hanover and State of North Carolina, the parties of the second part; Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two hundred Dollars, lawful money of the United States of America, to them in hand paid, by the said parties of the second part, at or before the ensealing of these presents, the receipt whereof is hereby fully acknowledged, have granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm, unto the said par

D 9-224 (1892)

132' x 165'

North Carolina

New Hanover County

Know all men by these presents, that we, David G.Worth, and Julia A. my wife, of the City of Wilmington, and County and State above written, for and in consideration of One Dollar to us in hand paid by W.J.Toomer John J.LeGwin, Wm.H.Sholar, B.F.King, and J.S.Funchess, as trustees of The Fifth Street Methodist Church, also of said City of Wilmington, the receipt whereof is hereby acknowledged, have granted, remised, released, and quit-claimed, and by these presents do grant, remise, release, and forever quit claim, unto the said W.J.Toomer, John J.LeGwin, William H. Sholar, B.F.King and J.S.Funchess, as Trustees as aforesaid, their successors and assigns forever, all that certain lot, piece, or parcel of land, situate, lying, and being in the City of Wilmington aforesaid, and beginning at a point in the Eastern line of Fifth Street, One hundred and thirty two feet Southwardly from its intersection with the Southern line of Nun Street, and running thence along said line of Fifth Street Southwardly, One hundred and thirty two feet, thence Eastwardly and parallel with Nun Street, One hundred and sixty five feet, thence Northwardly, and parallel with Fifth Street, one hundred and thirty two feet, and thence Westwardly, and parallel with Nun Street, one hundred and sixty five feet, to the Beginning - the same being the Western halves of Lots 3 and 4 in Block 104,according to the plan of said City, To Have and To Hold the said granted and released land and premises with the appurtenances, unto the said W.J.Toomer, Wm.H.Sholar, John J. LeGwin, B.F.King, and J.S.Funchess, as trustees as aforesaid, their successors and assigns, to and for the use of the congregation of said Church forever, so that we, the said David G.Worth, and Julia A. my wife, our heirs, or the heirs of either of us, or any one claiming under us, or either of us, shall never have, claim, or demand, any right, title or interest in the same at any time hereafter.

In Witness Whereof, we have hereunto set out hands and seals this 13th

day of February 1892.

Signed, sealed and delivered in the presence of

D.G.Worth (Seal)
Julia A.Worth (Seal)

State of North Carolina }
New Hanover County }

In Superior Court,

16th February 1892

Personally appeared before me, John D.Taylor, Clerk of the Superior Courtfor the County and State aforesaid David G.Worth and Julia A.Worth his wife and acknowledged the due execution by them of the foregoing and annexed Deed to W.J.Toomer & others Trustees of The Fifth Street Methodist Church. And thereupon the said Julia A.Worth being by me privately examined separate and apart from her said husband, touching her free consent in the execution of the said deed of convoyance; she on such her examination, declared that she had executed the same freely, of her own will and accord and without any fear or compulsion of her said husband, or any otherpersons and did still voluntarily assent to same.

Let this same deed and this certificate be registered.

Jno.D.Taylor
Clerk of Superior Court of
New Hanover County.

Received and duly registered this the 16th day of February, A.D.1892.
John Hear Jr.
Register of Deeds.

STATE OF NORTH CAROLINA }
NEW HANOVER COUNTY }

I, A.B.RHODES, Register of Deeds in and for the State and County aforesaid, do hereby certify that the foregoing is a true and correct copy of a deed from D.G.Worth & wife to Trustees of Fifth Street Methodist Church, recorded in Book #9, at page #224, as taken from the records on file in my office.

WITNESS my hand and Official Seal, this 6th day of November, 1923.

A B Rhodes
Register of Deeds
BY Bruce M. Brower
Deputy.

E.A.PALMGREN & WIFE :
TO :
R.A.MONTGOMERY ET ALS TRUSTEES :
DEED :

STATE OF NORTH CAROLINA)
COUNTY OF NEW HANOVER)

THIS DEED, Made this 1st day of December A.D. 1920, by E.A.Palmgren and wife, Emma H.Palmgren, of the City of Wilmington, County of New Hanover and State of North Carolina, parties of the first part, and R.A.Montgomery, Walter E.Yopp, L.C.LeGwin, George W.Branch, Harry M.Gardner, W.H.Register and O.A.DuHant, Trustees of Fifth Avenue Methodist Episcopal Church South, of the said City of Wilmington, County and State aforesaid, parties of the second part, WITNESSETH:

That said parties of the first part, for and in consideration of the sum of Twelve Thousand Five Hundred ($12,500.00) Dollars to them in hand paid by said parties of the second part, Trustees as aforesaid, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, convey and confirm unto said parties of the second part, their successors and assigns, for the use and benefit of the said Fifth Avenue Methodist Episcopal Church South as a parsonage, or for any other use or purpose the said trustees, their successors and assigns, may deem proper, subject to the discipline, usage and ministerial appointments of said Church as from time to time authorized and declared by the General Conference of said Church, and by the Annual Conference within whose bounds said premises are situated, all that certain lot or parcel of land situate, lying and being in the City of Wilmington, County of New Hanover, and State of North Carolina, bounded and described as follows, to-wit:

BEGINNING at a point inthe eastern line of Fifth Street (now known as Fifth Avenue) Sixty-six (66) feet South from the Southern line of Run Street, and running thence Southwardly with and along said Eastern line of Fifth Street Sixty-six (66) feet; thence Eastwardly and parallel with the said Southern line of Run Street One Hundred and Sixty-Five (165) feet; thence Northwardly and parallel with said Eastern line of Fifth Street Sixty-Six (66) feet; thence Westwardly and parallel with said Southern line of Run Street One Hundred and Sixty-Five (165) feet, to the said Eastern line of Fifth Street, the point of Beginning. Same being the West One-half (1/2) of Lot Number Two (2), Block Number One Hundred and Four (104), according to the official plan of the said City of Wilmington.

To have and to hold the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging or in anywise thereunto appertaining, unto them, the said parties of thesecond part, trustees as aforesaid, their successors and assigns, in fee simple, absolute forever.

And the said parties of the first part do, for themselves, their heirs, executors and administrators, covenant to and with said parties of thesecond part, their successors and assigns, that they, the said parties of the first part, are seized of the said premises in fee and have good right and lawful authority to sell and conveythe same in fee simple; that the same are free and clear of and from any and all encumbrances of whatsoever nature or kind, and that they will, and their executors and administrators shall, forever warrant and defend the title to the same against the lawful claims and demands of all persons whomsoever.

In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals the day and year first hereinbefore written.

E.A.Palmgren (SEAL)
($12.50 U.S.Doc.Rev.Stamps) Emma H.Palmgren (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

Before me Marvin J.Cowell, a Notary Public in and for the State and County aforesaid, this day personally appeared E.A.Palmgren and his wife, Emma H.Palmgren, and duly acknowledgedthe execution by them of the foregoing and annexed deed. And thereupon, the said Emma H.Palmgren, wife of E.A.Palmgren, being by me privately examined, separate and apart from her said husband touching her voluntary execution of the same, dothstate on such here examination that she signed the same freely and voluntarily without any fear, force or compulsion on the part of her said husband, or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and official seal, this the 1st day of December A.D. 1920.

Marvin J.Cowell Notary Public
(Notarial Seal) My commission expires 10th day of April 1921

STATE OF NORTH CAROLINA,)
NEW HANOVER COUNTY.)

The foregoing Certificate of Marvin J.Cowell Notary Public of New Hanover County, is adjudged to be correct. Let the instrument with the Certificates be recorded. This 1st day of Dec. 1920.

H.J.Shurfler
Received and Recorded Dec. 1st, 1920. Deputy Clerk Superior Court.

W. B. Faughan
Register of Deeds.

JAMES PANAGOS :
TO :
HOLCOMB & HOKE MFG. CO. :
CONTRACT :

HOLCOMB & HOKE MFG. CO.
World's Largest Manufacturers of Pop Corn Machines and Peanut Roasters
INDIANAPOLIS, IND., U.S.A.

(Mail Address) Street 114 N. Front St., Date... ...19...
City Wilmington. State North Carolina.
Ship to James Panagos. Street 114 N.Front St.,
Town Wilmington State North Carolina.

the following merchandise, via (Express) shipping date below

Quality	Style	Article	Price each	Total Price
1	#2-K	Butter-Kist Pop Corn Machine	$84.00	
		By Transfer All.	100.00	
		Balance		$84.00

ALL GOODS F.O.B.INDIANAPOLIS

This order is taken subject to the approval or, and contingencies beyond the control of, the Holcomb and Hoke Manufacturing Co. it is not subject to countermand, and is to be paid for on the following terms: $..... cash with order, $..... C.O.D., and the balance of $84.00 in 42 equal instalments of 1.80 Final payment of $2.90 payable every two weeks. First payment due two weeks after receipt of machine. A promissory

JOHN W. CAMPFIELD, ET UX
TO
TRUSTEES, FIFTH AVENUE METHODIST CH
WARRANTY DEED

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

WHEREAS, onthe 24th dayof February,1953, Lloyd H. Wolfe and his wife, Eleanor R."olfe, conveyed by deed the within described tract of land to John W.Canfield and his wife, Bertha Mae Canfield, which instrument is recorded in the office of the Register of Deeds of New Hanover County inBook 520 at page 107, and

WHEREAS, the name "Canfield" should have read "Campfield", and

WHEREAS, the said John W.Campfield and his wife, Bertha Mae Campfield are conveying the said property and are desirous that their names be corrected as of record; therefore, be it known that John W. Canfield and wife, Bertha Mae Canfield, are in fact John W.Campfield and wife, Bertha Mae Campfield,

NOW, THEREFORE, THIS INDENTURE, made this the 23rd day of April,1958, by and between John W.Campfield(Canfield) and his wife, Bertha Mae Campfield (Canfield),parties of the first part, and C.C.Davis, M.S.Emmart, J.E. Evans, Julian W.Godwin, N.C.Magnuson, W.E.Yopp, and W.J. Mathias, Trustees of Fifth Avenue Methodist Church, parties of the second part, all of the County of New Hanover and State of North Carolina;

W I T N E S S E T H:

THAT THE SAID parties of the first part, for and in consideration of the sum ofTen ($10.00) dollars and other valuable considerations to them in hand paid by the parties of the second part the receipt whereof is hereby acknowledged, have given, granted, bargained and sold aliened and conveyed, and by these presents do hereby give, grant, bargain, and sell, alien, convey and confirm unto the said parties of the second part, and to their successors and assigns forever, all that certain tract of land lying and being in the City of Wilmington, County of New Hanover and State of North Carolina, bounded and described as follows. to wit:

BEGINNING IN THE SOUTHERN line of Nun Street eighty-two (82) feet six (6)inches east of the intersection of the southern line of Nun Street with the eastern line of Fifth Street, running thence eastwardly with and along the southern line of Nun Street forty-one (41) feet three(3) inches; thence southwardly parallel with Fifth Street sixty-six (66) feet; thence Westwardly parallel with Nun Street forty-one (41) feet three (3) inches; thence northwardly parallel with Fifth Street sixty-six (66) feet to the point of beginning, the same being part of lot One (1) in Block one hundred, four (104) according to the official plan of the City of Wilmington.

SUBJECT, HOWEVER, to a deed of trust in favor of C.D. Hogue, Trustee for Cooperative Savings & Loan Association dated May 2,1955 in the original amount of Three thousand three hundred fifty($3,350.00) dollars and recorded in Book 585 at page 293 of theNew Hanover County Registry.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular,the rights, privileges, easements, tenements, and appurtenances thereunto belonging, or in anywise appertaining unto the said parties of the second part, their successors and assigns in fee simple FOREVER.

And the said parties of the first part, for themselves, their heirs, and executors and administrators do covenant to and with the said parties of the second part, their succdssors and assigns, that they are seized in fee of the above granted and described premises, and they have good right to sell and convey the same in fee simple; that the same are free and clear from any and all encumbrances, and that theywill and their heirs, executors and administrators shall Warrant and Defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day and year above written.

John W.Campfield(Canfield) (seal)

U.S. Doc.Stamps $1.65 —

Bertha Mae Campfield (Canfield)(seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I,Elizabeth Lewis, a NotaryPublic in and for the State and county aforesaid, do hereby certify that John W. Campfield (Canfield) and his wife, Bertha Mae Campfield(Canfield) personally appeared before methis day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and seal this 23 day of April 1958

Elizabeth Lewis
Notary Public

(notarial seal)
My commission expires April 24,1958

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Elizabeth Lewis, NotaryPublic of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded.

This the 25 dayof April 1958

Ethel A. Brown,Deputy
Clerk Superior Court

Received and recorded April25,1958
at 3:55 P.M. and verified.

Register of Deeds

CARL FALES, ET UX
TO
TRS. FIFTH AVENUE METHODIST CHURCH
DEED

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER DEED

This indenture, made this the 22nd day of April, 1958, by and between Carl Fales and wife, Pearl Fales, of the County of New Hanover and State of North Carolina, parties of the first part, and C.C.Davis, M.S. Emmart, J.E.Evans, Julian W.Godwin,

a map of said subdivision recorded in Map Book 4, Page 66 of the New Hanover County Registry.

SECOND TRACT: BEING all of Lots 1, 17, 18, 25, 26, 36, 37 and 52 of Azalea Heights, according to a Map of said Azalea Heights subdivision recorded in Map Book 5, Page 69, of the New Hanover County Registry.

THIRD TRACT: BEING the Northern one half of Lots 9,10,11,12 of Azalea Heights, according to a map of said Azalea Heights subdivision recorded in Map Book 5, Page 69, of the New Hanover County Registry.

TOGETHER with all and singular, the lands, tenements easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular the rights, privileges, easements, tenements and appurtenances thereunto belonging or in anywise appertaining, unto the said parties of the second part, their heirs and assigns, in fee simple, forever.

AND the said parties of the first part do covenant to and with the said parties of the second part that they are seized of the said premises in fee and have the right to convey the same in fee simple; that the same are free and clear of all encumbrances, and that they do hereby and will forever Warrant and Defend the title to the same against the claims of all persons Whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, all the day and year first above written.

Johnnie A. Edens (SEAL)

Elizabeth G.Edens (SEAL)

NORTH CAROLINA,
NEW HANOVER COUNTY,

I, John E. Walker, a Notary Public in and for the State and County aforesaid, do hereby certify that Johnnie A. Edens and wife, Elizabeth C. Edens, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 10th day of October 1957.

(Notarial Seal)

John E. Walker, Notary Public.

My Comission expires April 18, 1959.

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The Foregoing Certificate of John E Walker, a Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the Certificates be recorded, This the 10th day of Octobery 1957.

Elma C. Core, Deputy
Clerk of Superior Court.

Received and recorded the 10th day of October, 1957 at 2-45 P.M. and verified.

R E Nash
Register of Deeds.

D 563-466

MAMIE W. HEWETT
TO
TRS FIFTH AVE METH CH
DEED

33' x 165'

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

THIS INDENTURE, Made this the ___ day of October 1957, by and between Mamie W. Hewitt (unmarried) party of the first part, and C.C. Davis, M.S. Ewart, J.E. Evans, Julian W. Godwin, N.C., Magnuson, W.E. Topp, and W.J. Mathias, Trustees of Fifth Avenue Methodist Church, parties of the second part, all of the County of New Hanover and State of North Carolina.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten ($10.00) dollars, and other valuable considerations to her in hand paid by the parties of the second part; the receipt whereof is hereby acknowledged, has given, granted, bargained and sold, aliened and conveyed, and by these presents does hereby give, grant, bargain and sell, alien, convey and confirm unto the said parties of the second part and to their heirs and assigns forever, all that certain lot or parcel of land lying and being in the City of Wilmington, County of New Hanover and State of North Carolina, bounded and described as follows to-wit:

BEGINNING IN THE Eastern line of Fifth Street at a point ninety nine (99) feet northwardly from its intersection with the Northern line of Church Street, running thence Northwardly along said line thirty three (33) feet, thence eastwardly, parallel with Church Street one hundred, Sixty five (165) feet, thence southwardly, parallel with Fifth Street thirty three (33) feet, thence Westwardly parallel with Church Street one hundred, Sixty Five (165) feet to the Eastern line of Fifth Street, the point of Beginning, Same being part of Lot five (5) in Block one hundred and four (104) according to the official plan of the City of Wilmington, North Carolina.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said parties of the second part, their successors and assigns, in fee simple, forever.

AND the said party of the first part, for herself, her heirs and executors and administrators does covenant to and with the said parties of the second part, their successors and assigns, that she is seized in fee of the above granted and described premises, and she has good right to sell and convey the same in fee simple; that the same is free and clear from

from any and all encumbrances, and that she will and her heirs, executors and administrators shall Warrant and Defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set her hand and affixed her seal, the dayand year above written.

($4.40 US Doc Stamps) Miss Mamie W. Hewett (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, Gordon K. Tilden, a Notary Public in and for the State and County aforesaid, do hereby certify that Mamie W. Hewett (Unmarried) personally appeared before me this day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and seal, this the 10th day of October 1957.

(Notarial seal) Gordon K. Tilden, Notary Public.

My commission expires July 5, 1959

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The Foregoing Certificate of Gordon K. Tilden, a Notary Public of New Hanover County is adjudged to be correct. Let the instrument with the Certificates be recorded. This the 10th day of October 1957.

Vernell DeVane, Ass't
Clerk of Superior Court.

Received and recorded the 10th day of October 1957 at 4-00 P.M, and verified.

Register of Deeds

JOHN KEFALAS,
TO
NICHOLAS J. PONOS ET UX
DEED.

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

THIS DEED, made this October 4, 1957, by and between John Kefalas, widower, party of the first part, and Nicholas J. Ponos, and wife Eva Kefalas Ponos, parties of the second part, all of the County of New Hanover in the State of North Carolina.

WITNESSETH: The party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations to him in hand paid by the said parties of the second part, at and before the ensealing and delivery of these presents, the receipt of which is hereby acknowledged and confessed, has given granted and bargained,sold, conveyed and confirmed, and by these presents, does give,grant,bargain,sell convey and confirm unto the parties of the second part, their heirs and assigns forever, all that certain lot, parcel or tract of land, situate, lying and being in the City of Wilmington, County of New Hanover, State of North Carolina, Known as Lot #306 of Oleander Extension Subdivision, bounded and described as follows:

BEING ALL OF LOT NO. 306, Three Hunidred Six as the same is shown on the official plan or Map of Oleander, and recorded in the office of the Register of Deeds of New Hanover County in Map Book 3, Page 2, which said map is referred to for a more detailed description of the Lot herein conveyed, said lot fronting on the Easterly side of Hawthorne Road 75 feet by 200 feet deep, and being the same lands conveyed to John Kefalas by deed recorded in Book 489, Page 20, of the New Hanover County Registry.

TO HAVE AND TO HOLD the above granted and described lands and premises, together with all and singular, the tehements, hereditaments and appurtenances thereunto belonging to the parties of the second part, their heirs and assigns forever.

AND the party of the first part, for himself, his heirs and personal representatives covenants and agrees to and with the parties of the second part, that the party of the first part is seized of an indefeasible estate of inheritance in and to said lands and premises and has a good right, full power and lawful authority, to sell and convey the same in fee, that the same are free and clear of all encumbrances whatsoever, and he will and his heirs and personal representatives shall warrant and defend the title of the same unto the parties of the second part, their heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

($3.30 US Doc Stamp) John Kefalas (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF NEW HANOVER.

I, Ruth M. Silverman, a Notary Public in and for the aforesaid State and County, do hereby certify that John Kefalas, widower, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein stated.

Witness my hand and Notarial Seal this the 10th day of October 1957.

(Notarial Seal) Ruth M. Silverman, Notary Public

My commission expires 4-10-58

STATE OF NORTH CAROLINA,
NEW HANOVER COUNTY.

The Foregoing Certificate of Ruth M. Silverman a Notary Public of New Hanover County

JOHN W. CAMPFIELD, ET UX
TO
TRUSTEES, FIFTH AVENUE METHODIST CH
WARRANTY DEED

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

WHEREAS, onthe 24th dayof February,1953, Lloyd H. Wolfe and his wife, Eleanor R.Wolfe, conveyed by deed the within described tract of land to John W.Canfield and his wife, Bertha Mae Canfield, which instrument is recorded in the office of the Register of Deeds of New Hanover County inBook 520 at page 107, and

WHEREAS, the name "Canfield" should have read "Campfield", and

WHEREAS, the said John W.Campfield and his wife, Bertha Mae Campfield are conveying the said property and are desirous that their names be corrected as of record; therefore, be it known that John W.Canfield and wife, Bertha Mae Canfield, are in fact John W.Campfield and wife, Bertha Mae Campfield,

NOW, THEREFORE, THIS INDENTURE, made this the 23rd day of April,1958, by and between John W.Campfield(Canfield) and his wife, Bertha Mae Campfield (Canfield),parties of the first part, and C.C.Davis, M.S.Emmart, J.E. Evans, Julian W.Godwin, N.C.Magnuson, W.E.Yopp, and W.J. Mathäas, Trustees of Fifth Avenue Methodist Church, parties of the second part, all of the County of New Hanover and State of North Carolina;

W I T N E S S E T H:

THAT THE SAID parties of the first part, for and in consideration of the sum ofTen ($10.00) dollars and other valuable considerations to them in hand paid by the parties of the second part the receipt whereof is hereby acknowledged, have given, granted, bargained and sold aliened and conveyed, and by these presents do hereby give, grant, bargain, and sell, alien, convey and confirm unto the said parties of the second part, and to their successors and assigns forever, all that certain tract of land lying and being in the City of Wilmington, County of New Hanover and State of North Carolina, bounded and described as follows. to wit:

BEGINNING IN THE SOUTHERN line of Nun Street eighty-two (82) feet six (6)inches east of the intersection of the southern line of Nun Street with the eastern line of Fifth Street, running thence eastwardly with and along the southern line of Nun Street forty-one (41) feet three(3) inches; thence southwardly parallel with Fifth Street sixty-six (66) feet; thence Westwardly parallel with Nun Street forty-one (41) feet three (3) inches; thence northwardly parallel with Fifth Street sixty-six (66) feet to the point of beginning, the same being part of lot One (1) in Block one hundred, four (104) according to the official plan of the City of Wilmington.

SUBJECT, HOWEVER, to a deed of trust in favor of C.D. Hogue, Trustee for Cooperative Savings & Loan Association dated May 2,1955 in the original amount of Three thousand three hundred fifty($3,350.00) dollars and recorded in Book 585 at page 293 of theNew Hanover County Registry.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular,the rights, privileges, easements, tenements, and appurtenances thereunto belonging, or in anywise appertaining unto the said parties of the second part, their successors and assigns in fee simple FOREVER.

And the said parties of the first part, for themselves, their heirs, and executors and administrators do covenant to and with the said parties of the second part, their successors and assigns, that they are seised in fee of the above granted and described premises, and they have good right to sell and convey the same in fee simple; that the same are free and clear from any and all encumbrances, and that theywill and their heirs, executors and administrators shall Warrant and Defend the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals the day and year above written.

John W.Campfield(Canfield) (seal)

U.S. Doc.Stamps $1.65 — Bertha Mae Campfield (Canfield)(seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I,Elizabeth Lewis, a NotaryPublic in and for the State and county aforesaid, do hereby certify that John W. Campfield (Canfield) and his wife, Bertha Mae Campfield(Canfield) personall appeared before mathis day and acknowledged the due execution of the foregoing and annexed instrument for the purposes therein expressed.

Witness my hand and seal this 23 day of April 1958

Elizabeth Lewis
Notary Public

(notarial seal)
My commission expires April 24,1958

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Elizabeth Lewis, NotaryPublic of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded.

This the 25 dayof April 1958

Ethel A. Brown,Deputy
Clerk Superior Court

Received and recorded April25,1958
at 3:55 P.M. and verified.

R C Clark
Register of Deeds

0 606 - 489 1958

CARL FALES, ET UX
TO
TRS. FIFTH AVENUE METHODIST CHURCH
DEED

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER DEED

This indenture, made this the 22nd day of April, 1958, by and between Carl Fales and wife, Pearl Fales, of the County of New Hanover and State of North Carolina. parties of the first part, and C.C.Davis, M.S. Emmart, J.E. Evans, Julian W.Godwin

N.O.Magnuson, W.E.Yopp and W.J.Mathias, Trustees, Of Fifth Avenue Methodist Church, all of the County of New Hanover and State of North Carolina, parties of the second part.

WITNESSETH:

THAT THE SAID PARTIES of the first part, for and in consideration of the sum of Ten ($10.00) dollars and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold, aliened and conveyed, and by these presents do hereby give, grant, bargain, sell, alien, convey and confirm unto the said parties of the second part, and to their successors and assigns, FOREVER, all that certain lot or parcel of land, situated, lying and being in the County of New Hanover and State of North Carolina, and more particularly described as follows: towit:

BEGINNING AT a point in the southern line of Nun Street 123 feet 9 inches eastwardly from the intersection of the southern line of Nun Street with the eastern line of Fifth Street; running thence eastwardly with and along the southern line of Nun Street 19 feet 7 inches; thence southwardly and parallel with Fifth Street 66 feet; thence Westwardly parallel with Nun Street 19 feet 7 inches; thence northwardly parallel with Fifth Street 66 feet to the point of Beginning.
Together with and subject to an easement over a strip of land described as follows: Beginning at a point in the southern line of Nun Street 163.4 feet east of the intersection of the southern line of Nun Street with the eastern line of Fifth Street, running thence eastwardly with the southern line of Nun Street 7 feet; thence southwardly parallel with Fifth Street 66 feet; thence westwardly parallel with Nun Street 7 feet; thence northwardly parallel with Fifth Street 66 feet to the point of beginning.

Together with all and singular the lands, tenements, easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted , and described premises, together with all and singular, the rights, privileges, easements, tenements, and appurtenances thereunto belonging, or in anywise appertaining unto the said parties of the second part their successors and assigns, in fee simple, FOREVER. Subject to taxes for the year 1958.

And the said parties of the first part, for themselves, their heirs, executors and administrators, do covenant to and with the said parties of the second part, their successors and assigns, that they are seized in fee of the above granted and described premises, and they have good right to sell and convey the same in fee simple; that the same are free and clear from any and all encumbrances and that they will and their heirs; executors and administrators shall WARRANT AND DEFEND the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOR, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

Carl Fales (seal)

U.S. DOC. STAMPS $5.50

Pearl Fales (seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Roger W. Hewlett, a notary public in and for the county and State aforesaid, do hereby certify that Carl Fales and wife, Pearl Fales, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and seal this 22 day of April 1958

Roger M.Hewlett
Notary Public

(notarial seal)
My commission expires: July 1st 1959

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Roger M.Hewlett, notary public of New Hanover County, is adjudged to be correct. Let the instrument with the certificate be recorded. This the 25 day of April 1958

James H.Adams, Deputy
Clerk Superior Court

Received and recorded April 25, 1958
at 4:40 P.M. and verified.

Register of Deeds

RAMSEY FEED COMPANY
TO
L. H. WATKINS
LEASE AGREEMENT

NORTH CAROLINA
DUPLIN COUNTY

THIS AGREEMENT, MADE this 23 day of April, 1958 between Ramsey Feed Company, Lessor, party of the first part, and L.H.Watkins, Lessee, party of the second part, both of the County and State aforesaid, - WITNESSETH:

THAT SAID party of the first part, in consideration of the covenants and agreements, hereinafter mentioned, to be fulfilled by the party of the second part, for a period of 12 months from the date of this agreement, the following described personal property, to wit:

5 - 6' A.H.Wood gas brooders
16 - 4' auto waterers with valves
32 - 1 gas chick waterers
60 - 5 ' Broiles feeders

To have and to hold the same for said period of 12 months, upon the following terms and conditions, manely:

(a) The monthly rent during said term shall be $20.07 which the lessee hereby agrees to pay in advance, at the beginning of each month; during the life of this lease.

(b) If said lessee shall fail or neglect topay any installment of rent when due, or shall neglect to perform any condition on his part for 30 days after said lessor may enter upon

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements, and appurtenances thereunto belonging, or in anywise appertaining, unto the said parties of the second part, their heirs and assigns, in fee simple, forever; subject , however, to those restrictions set out in a Declaration of Restrictions recorded in Book 606 at page 74, inthe New Hanover County Registry.

And the said parties of the first part, for themselves, their heirs, executors, and administrators, do covenant to and with the said parties of the second part, their heirs and assigns, that they are seized in fee of the above granted and described premises, with the exception of the above noted restrictions; that they have good right to sell and convey the same; that the same are free and clear from any and all encumbrances; and that they will and their heirs, executors, and administrators shall WARRANT AND DEFEND the title to the same against the lawful claims and demands of any and all persons whomsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and affixed their seals, all on the day and year first above written.

Paul Stone,Sr. (seal)

U.S.Doc.Stamps $6.60

Effie Pearl Stone (seal)

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, Lena M.Batts, a Notary Public in and for the State and County aforesaid, do hereby certify that Paul Stone and wife,Effie Pearl Stone, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 28 day of April 1958.

Lena M.Batts
Notary Public

(notarial seal)
My commission expires: 1-25-59

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificate of Lena M.Batts, notary public of New Hanover County is adjudged to be correct. Let the instrument with the certificate be recorded. This the 9 day of May 1958

Elma C.Core,Deputy
Clerk Superior Court

Received and recorded May 9, 1958
at 9:35 A.M. and verified.

Ola McCormick, Asst
Register of Deeds

D 606-516 66 x 275' on Church St.

NEW HANOVER COUNTY & CITY OF WILMINGTON :
TO :
TRS. FIFTH AVENUE METHODIST CHURCH :
DEED :
###

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

THIS INDENTURE, MADE this 5th day of May, 1958 by and between New Hanover County and the City of Wilmington, municipal corporations,parties of the first part; and JulianW. Godwin,C.C.Davis, M. S.Emmart, J.E.Evans, N.C. Magnuson, W.J. Matthias and W.E.Topp,Trustees and their successors of Fifth Avenue Methodist Church, of Wilmington, North Carolina, parties of the second part;

W I T N E S S E T H:

THAT THE SAID parties of the first part, for and in consideration of the sum of Three hundred and seventy ($370.00) dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have given, granted, bargained and sold, aliened and conveyed, and by these presents do hereby give, grant, bargain and sell, alien, convey and confirm unto the said parties of the second part, and to their successors and assigns, forever, all that certain lot of land, situated, lying and being in the Cityof Wilmington,County of New Hanover and State of North Carolina, described as follows, to wit:

Beginning at a point in the Northern line of Church Street 137½ feet eastwardly from its intersection with the Eastern line of FifthStreet, and running thence eastwardly along said Northern line of Church Street 27½ feet, thence northwardly parallel with Fifth Street 66 feet, thence Westwardly parallel with Church Street 27½ feet, and thence southwardly parallel with Fifth Street 66 feet to the beginning. The same being part of Lot 6,Block 104, according to the official plan of the City of Wilmington, N.C;

Being also the same lot conveyed by D.C.McIntire,Commissioner, to the parties of the first part,dated April 13,1949, and recorded in Book 429,page 547,office of the Register of Deeds of New Hanover County.

Together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining..

TO HAVE AND TO HOLD the aforesaid lands and premises, together with all rights, privileges, easements and appurtenances thereunto belonging, or in anywise thereunto appertaining, unto the parties of the second part, theirsuccessors and assigns, in fee simple, forever.

IN TESTIMONY WHEREOF, New Hanover County has caused this instrument to be executed in its behalf by its Board of County Commissioners through its Chairman J.Malcolm Hall,Jr, and attested by its Clerk, and its corporate seal to be hereto affixed, and the City of Wilmington has caused this instrument to be executed in its name , attested by its Clerk, with its corporate seal to be hereto affixed, all on the day and year first above written and by authority duly given.

(County seal)
Attest: W.G.Houck
County Clerk

NEW HANOVER COUNTY
BY J.M.Hall,Jr
Chairman of Board of County Commissioners.

(City of Wilmington Seal)
Attest: MaryB. Southerland
City Clerk

CITY OF WILMINGTON
BY J.E.L.Wade
Mayor

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

This 8th day of May,1958, personally came before me, John E.Walker, a Notary Public, in and for the State and county aforesaid, W.G.Houck,who, being duly sworn, says, that he knows the common seal of New. Hanover County, and is acquainted with J. Malcolm Hall, Jr, whois Chairman of the Board of County Commissioners, and that he, the said W.G.Houck, is Clerk of New Hanover County, and saw the said Chairman of the Board of County Commissioners sign the foregoing instrument, and saw the said Common seal of said County of New Hanover affixed to said instrument by said Chairman, and that he, the said W.G. Houck, Clerk as aforesaid, signed his name in attestation of the due execution of said instrument in thepresence of said Chairman of the Board of County Commissioners.

Witness my hand and notarial seal this the 8 dayof May 1958.

(notarial seal)
My commission expires: April 18,1959

John E.Walker
Notary Public

STATEOF NORTH CAROLINA
COUNTY OF NEW HANOVER

This 7th day of May,1958, personally came before me,Evelyn L.Farrell, a Notary Public in and for the State and county aforesaid, Mary B.Southerland, who, being duly sworn,says that she knows the common seal of the City of Wilmington, and is acquainted with J.E.L.Wade, who is Mayor of the City of Wilmington, and that she, the said Mary B. Southerland, is Clerk of the City of Wilmington, and saw the said Mayor of theCity of Wilmington sign the foregoing instrument and saw the said common seal of said City of Wilmington affixed to said instrument by said Mayor and that she, the said Mary B. Southerland,Clerk as aforesaid, signed her name in attestation of the due executionof said instrument in the presence of said Mayor of the Cityof Wilmington.

Witness my hand and notarial seal this 7th day of May 1958

Evelyn R.Farrell
Notary Public

(notarialseal) My commission expires: May 31 1959

STATE OF NORTH CAROLINA
NEW HANOVER COUNTY

The foregoing certificates of JohnE.Walker and Evelyn L.Farrell, notaries public of NewHanover County, are adjudged to be correct. Let the instrument with the certificates be recorded. This the 9 day of May,1958

Ethel A. Brown,Deputy
Clerk Superior Court

Received and recorded May 9,1958
at 10-15 A.M. and verified.

Ada McCormick, Asst
Register of Deeds

PEARL P. HARDING AND HUSBAND : NORTH CAROLINA
TO : DAVIDSON COUNTY
JOE H. LONG AND WIFE : THIS DEED,made this 1st day of May A.D. 1958 by
WARRANTY DEED : Pearl P. Harding and husband U.B.Harding of Davidson County and State of North Carolina of the first part, to Joe H.Long and wife, Lavelle W.Long of Davidson County and State of North Carolina of the second part;

WITNESSETH, THAT SAID parties of the first part in consideration of Ten($10.00) dollars and other considerations --Dollars, to them paid by the parties of the second part, the receipt of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell and convey to said parties of the second part, their heirs and assigns, a certain tract or parcel of land in New Hanover County, Stateof NorthCarolina, adjoining the lands of and others and bounded as follows, viz:

All of Lot 22 in Block 14, according to the official plan of the Town of Kure Beach, recorded in Map book 4, pages 90 and 91, in the office of the Register of Deeds of New Hanover County.

To have andto hold the aforesaid tract or parcel of land, and all privileges and appurtenances thereto belonging, to the said parties of the second part, their heirs and assigns,to their only use and behoof forever.

And the said parties of the first part for themselves and their heirs, executors and administrators, covenants with said parties of the second part, their heirs and assigns, that they are seized of said premises in fee and have right to convey in fee simple; that the same are free and clear from all encumbrances and that they do hereby forever warrant and will forever defend the said title to the same against the claims of all persons whomsoever.

IN TESTIMONY WHEREOF, THE SAID parties of the first part have hereunto set their hands and seals the day and year first above written.

Attest: E.E.Stutts

Pearl P. Harding (seal)
U.B. Harding (seal)

STATE OF NORTH CAROLINA
DAVIDSON COUNTY

I,E.E.Stutts, notary public , do hereby certify that Pearl P.Harding and husband, U.B. Harding personally appeared before me this day and acknowledged the due execution of the annexed deedof conveyance

Witness my hand and notarial seal this 1st day of May A.D. 1958

(notarial seal)
My commission expires Feb. 27,1960

E.E.Stutts
N.P. (seal)

33' by 165' lot

Bk 857 Pg 618

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

THIS INDENTURE, Made this the 14th day of May, 1969, by and between Ruby W. LeGwin, Widow; LeRoy Clifton LeGwin, Jr., and Wife, Innie F. LeGwin; John Joseph LeGwin and Wife, Louise H. LeGwin, all of the County of New Hanover and State of North Carolina, and Catherine LeGwin Blanchard and Husband, William W. Blanchard, of the County of Duplin and State of North Carolina, Parties of the First Part, and L. S. Ballance; M. S. Emmart, Sr.; Eldridge Fergus; Robert L. Fergus, Sr.; Ebe W. Godwin; W. C. Godwin, and C. C. Woodbury, Trustees of the Fifth Avenue United Methodist Church of Wilmington, North Carolina, all of the County of New Hanover and State of North Carolina, Parties of the Second Part.

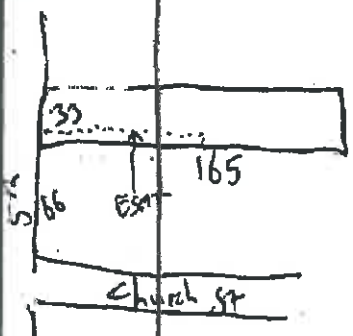
W I T N E S S E T H:

That the said Parties of the First Part, for and in consideration of the sum of Ten ($10.00) Dollars, and other valuable considerations to each of them in hand paid by the said Parties of the Second Part, Trustees as aforesaid, the receipt of which is hereby acknowledged, have given, granted, bargained and sold, aliened and conveyed, and by these presents do hereby give, grant, bargain and sell, alien, convey and confirm unto the said Parties of the Second Part, their successors and assigns, forever, all that certain piece, parcel, or lot of land, situated, lying and being in the City of Wilmington, County of New Hanover and State of North Carolina, and being more particularly described as follows, to-wit:

STATE OF NORTH CAROLINA Real Estate Excise Tax $04.50

LAW OFFICES AARON GOLDBERG

BEGINNING in the Eastern li
Fifth Street at a point Sixty-Six
North of the Northeast intersectio
and Fifth Streets; running thence
with the Eastern line of Fifth Str
Three (33) feet; thence Eastwardly
with Church Street One Hundred and
(165) feet; thence Southwardly and
with Fifth Street Thirty-Three (33
Westwardly and parallel with Churc
Hundred and Sixty-Five (165) feet
line of Fifth Street, the Beginnin
part of the West half of Lot No. F
No. 104, according to the official
City of Wilmington, SAVING, EXCEPT
to the heirs and assigns of Elizab
Deceased, a right-of-way for ingre
to and over that certain strip of



BEGINNING in the Eastern li
Fifth Street at a point Sixty-Six
of the Northeast intersection of C
Streets; running thence Northwardl
line of Fifth Street Eight (8) fee
wardly parallel with Church Street
feet; thence Southwardly parallel
Eight (8) feet; thence Westwardly
Church Street Sixty-Six (66) feet
for pedestrians, carts, wagons, ve
and all other means of transportat
over the said strip of land for th
LeGwin, Deceased, her heirs and as

AND BEING the same property
to Elizabeth P. LeGwin (now deceas
Taylor and Wife, Mary Taylor, by d
1901, recorded in Book 31, at page
subsequently conveyed by the said
to LeRoy C. LeGwin, by deed record
1913, in Book 73, at Page 259, of
Office of the Register of Deeds of

TOGETHER with all and singu
lands, tenements, easements and ap
unto belonging, or in anywise appe

TO HAVE AND TO HOLD the abo
scribed lands and premises, together wit
the rights, privileges, easements, tenem
thereunto belonging, or in anywise apper
with all the rights, title and interest
First Part in said right-of-way unto the
Second Part, Trustees as aforesaid, thei
assigns, in fee simple, forever.

BOOK PAGE

1357 1126

RECORDED AND VERIFIED
REBECCA P. TUCKER
REGISTER OF DEEDS
NEW HANOVER CO. NC

Dec 31 3 43 PM '86

STATE OF NORTH CAROLINA
Real Estate Excise Tax
02.00

Excise Tax 2.00

Recording Time, Book and Page

Tax Lot No. Parcel Identifier No.

Verified by ..... County on the day of ..., 19

by .....

Mail after recording to .....

This instrument was prepared by Louis K. Newton, Attorney

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 30th day of December, 1986, by and between

GRANTOR	GRANTEE
EMMA BELLAMY WILLIAMSON HENDREN	FIFTH AVENUE UNITED METHODIST CHURCH 409 S. 5th St. Wilmington, NC 28401
354	

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of New Hanover County, North Carolina and more particularly described as follows: Township.

BEGINNING at a point in the northern line of Church Street which is eastwardly along said northern line 110 feet from the northeast intersection of 5th and Church Streets, said beginning point also marks the southeast corner of a parcel of land owned by Joseph O. and Pauline Maultsby, and described in deed in Book 1242, Page 59 of the New Hanover County Registry; runs thence from said beginning point, northwardly and parallel to 5th Street, and along and with the Maultsby eastern line and the eastern line of the parcel owned by Otis and Alice V. Pierce described in deed recorded in Book 1111, Page 690 of said Registry, 66 feet to the northeast corner of Pierce and the property of grantee; thence along and with one of grantee's lines eastwardly and parallel to Church Street 27.6 feet to a point; thence southwardly, parallel to 5th Street and along and with another of grantee's lines 66 feet to the northern line of Church Street; thence westwardly along and with the northern line of Church Street 27.6 feet to the BEGINNING.

ALLIGNED TO Louis K. Newton

Bar Assoc. Form No. 3 © 1976, Revised © 1977 ... Wilmington, N.C. 28403

085570

This tract was originally purchased by John D. Bellamy about 1885, by him was willed to grantor's mother, Elizabeth McIlhenny Bellamy, who married John Walter Williamson, and inherited by grantor from her mother.

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

BOOK 1357 PAGE 1127

The property hereinabove described was acquired by Grantor by instrument recorded in .....

.....

A map showing the above described property is recorded in Plat Book ..... page .....

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name)

By: .....

.....President

ATTEST:

.....Secretary (Corporate Seal)

USE BLACK INK ONLY

EMMA BELLAMY WILLIAMSON HENDREN (SEAL)

Emma Bellamy Williamson Hendren (SEAL)

.....(SEAL)

.....(SEAL)

SEAL-STAMP

NORTH CAROLINA, New Hanover County.

I, a Notary Public of the County and State aforesaid, certify that EMMA BELLAMY WILLIAMSON HENDREN Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 30 day of December, 19 91.

My commission expires: 9-7-91 Deborah Lynn Boles Notary Public

Use Black Ink

SEAL-STAMP

NORTH CAROLINA, ...County.

I, a Notary Public of the County and State aforesaid, certify that .....,

personally came before me this day and acknowledged that ..... he is .... Secretary of

..... a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its ..... President, sealed with its corporate seal and attested by ..... as its ..... Secretary.

Witness my hand and official stamp or seal, this .....day of ....., 19.....

My commission expires: ..... Notary Public

The foregoing Certificate(s) of Deborah Lynn Boles, A notary public

.....

.....

is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the page hereof.

REBECCA P. TUCKER

By Rebecca P. Tucker REGISTER OF DEEDS FOR NEW HANOVER COUNTY

Deputy/Assistant - Register of Deeds

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