

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS

**FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS,
an Arkansas church and unincorporated
nonprofit association**

PETITIONER

V. CASE NO. 16JCV-22-1872

**THE BOARD OF TRUSTEES OF THE ARKANSAS
CONFERENCE OF THE UNITED METHODIST
CHURCH, INC., an Arkansas nonprofit corporation;
THE ARKANSAS CONFERENCE OF THE UNITED
METHODIST CHURCH, INC., an Arkansas nonprofit
Corporation; JOHN DOES 1-100; FIRST COMMUNITY BANK;
AND ANY OTHER INTERESTED UNKNOWN PARTIES
IN THE PROPERTIES**

RESPONDENTS

**ARKANSAS CONFERENCE OF THE
UNITED METHODIST CHURCH, INC.**

COUNTERPLAINTIFF

vs.

**PETITIONER improperly identified as
FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS, an Arkansas church and
unincorporated nonprofit association**

COUNTERDEFENDANT

**ARKANSAS CONFERENCE OF THE
UNITED METHODIST CHURCH, INC**

CROSSCLAIMANT

vs.

FIRST COMMUNITY BANK

CROSS-DEFENDANT

**FIRST UNITED METHODIST CHURCH
JONESBORO, ARKANSAS**

INTERVENOR PLAINTIFF

vs.

**PETITIONER improperly identified as
FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS,
an Arkansas church and unincorporated
nonprofit association and
JOHN/JANE DOES 1 - 100**


INTERVENOR DEFENDANTS

ORDER OF DISMISSAL

On October 18, 2024, petitioner filed a Motion for Entry of Order of Dismissal (“Motion”). The Motion attached a purported copy of a Settlement Agreement that petitioner's counsel, Dan Dalton, later conceded to the Court was not, in fact, the parties' actual Settlement Agreement. Paragraph 3 u. of the parties' actual Settlement Agreement required that the Settlement Agreement be attached to a party's motion to dismiss. Therefore, for purposes of completeness for the record, a copy of the parties' actual Settlement Agreement is attached hereto as Exhibit 1.

The Court conducted several hearings related to the Motion and the parties' Settlement Agreement. Being satisfied that the issues pertaining to the Motion are now resolved, the Court hereby FINDS AND ORDERS that the petition, counterclaims, crossclaims and claims in intervention be and hereby are dismissed with prejudice. This is a final order as to all claims in the case.

IT IS SO ORDERED.



CIRCUIT JUDGE GARY ARNOLD
February 10, 2025

Date

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is hereby entered into as of this 28th day of August, 2024, by and between the parties to a lawsuit current pending in the Circuit Court of Craighead County, Arkansas, Case No. 16JCV-22-1872 (hereinafter, the "Lawsuit"). The parties are identified as follows and as self-named in the Lawsuit: Petitioner First United Methodist Church, Jonesboro, Arkansas ("Petitioner"); Respondent Arkansas Conference of the United Methodist Church, Inc. (the "Arkansas Conference"); Respondent First Community Bank ("First Community"); Intervenor First United Methodist Church Jonesboro, Arkansas ("FUMCJ"), First Methodist Church of Jonesboro, Inc. ("Church, Inc."), any entity using EIN 93-285544386, Justin Miles, Bonnie May, Barrett Pugh, Ron Tartt, Wade Quinn, and Jenny Keller. Petitioner, the Arkansas Conference, First Community, FUMCJ, Church, Inc. and any entity using EIN 93-285544386 are collectively referred to herein as the "Parties" and each separately as a "Party."

Background

WHEREAS, FUMCJ is an unincorporated, nonprofit Arkansas association that has existed for many decades; and

WHEREAS, Petitioner filed the Lawsuit in the name of First United Methodist Church, Jonesboro, Arkansas; and

WHEREAS, on July 8, 2024, the Craighead County Circuit Court determined, among other findings and conclusions, that although Petitioner filed the Lawsuit in the name of First United Methodist Church, Jonesboro, Arkansas, Petitioner is not that entity and has no rights to its assets or its name; and

WHEREAS, the Craighead County Circuit Court also determined that FUMCJ is the true First United Methodist Church of Jonesboro, Arkansas; and

WHEREAS, the Arkansas Conference, via a declaration of exigent circumstances in accordance with the trust clause contained in The Book of Discipline of the United Methodist Church, has asserted in the Lawsuit its entitlement to all real and personal, tangible and intangible, property of FUMCJ; and

WHEREAS, First Community holds mortgage interests in certain real property of FUMCJ and has held and now holds deposit accounts owned by FUMCJ; and

WHEREAS, the Arkansas Conference has pending claims in the Lawsuit against Petitioner and against First Community;

EXHIBIT

1

WHEREAS, Petitioner has an accounting pending in the Lawsuit, and the time for FUMCJ to object to the accounting has not expired;

WHEREAS, FUMCJ has pending claims in the Lawsuit against Doe defendants;

WHEREAS, the Parties have agreed to fully settle, release, and resolve any and all claims arising out of or related to any of the claims in the Lawsuit or that could have been raised by any Party in the Lawsuit or otherwise against any other Party or against any officer, manager, member, employee, incorporator, agent, board or board member, lawyer or other individual or entity associated with a Party; and

WHEREAS, the Parties have agreed to resolve the entitlement to any and all properties, real or personal, tangible or intangible, that are in the name of First United Methodist Church Jonesboro, Arkansas, or in which First United Methodist Church Jonesboro, Arkansas may have any interest.

Agreement

Accordingly, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties agree as follows:

1. The Parties represent and warrant that each of the foregoing recitals is true and correct, substantive and incorporated into this Agreement.
2. The Parties agree that this Agreement is a compromise of disputed claims.
3. In full and final satisfaction of the claims asserted in the Lawsuit, the Parties hereby agree as follows:
 - a. Petitioner agrees that it is not First United Methodist Church Jonesboro, Arkansas, and has no right to any property, real or personal, tangible or intangible, or any other interest, known or unknown, that may now exist or may exist in the future, that is in the name of or directed to First United Methodist Church Jonesboro, Arkansas, including but not limited to property reflected in any deed attached to a pleading in this Lawsuit;
 - b. Petitioner relinquishes all claims that it may have, known or unknown, to any and all estate or trust funds existing now or that may exist in the future where First United Methodist Church, Jonesboro Arkansas is named as a beneficiary, including but not limited to the bequests at issue in two pending matters in the Circuit

Court of Craighead County, Arkansas, *In the Matter of the Estate of Oscar J. Melton, Jr., Deceased*, Case No. 16JPR-22-92 (the "Melton Trust") and *Bradley Alan Davis, Trustee of the Kay Frances Davis Revocable Trust v. First United Methodist Church, Jonesboro, Arkansas, et al.* (the "Davis Trust"), Case No. 16JPR-24-64, as well as any interest in the Phillips Matthews Memorial Scholarship Fund and the Howard Endowment by no later than October 1, 2024. Petitioner will file an appropriate notice disclaiming any such interest in the pending matters involving the Melton Estate and the Davis Trust on or before Friday, September 9, 2024;

Petitioner likewise relinquishes all claims that it may have, known or unknown, to any and all estate or trust funds, bequests, or any other gifts of any kind, known to exist now or that may become known to exist in the future, where First Church, First Methodist Church of Jonesboro, or any similar derivation thereof, is named as the beneficiary, so long as the instrument was executed or signed prior to December 15, 2022;

- c. Petitioner, Church, Inc. and any entity using EIN 93-285544386, shall jointly and severally pay a cash settlement to FUMCJ totaling \$1,100,000.00 US ("Settlement Payment") in the following increments: \$300,000.00 US to FUMCJ on or before Friday, September 9, 2024, and the balance of \$800,000.00 on or before Friday, October 11, 2024;
- d. Petitioner will immediately cease all use of the domain name funcjonesboro.org and provide the access codes for control and administration of the domain name funcjonesboro.org before the dismissal of the Lawsuit;
- e. Petitioner assumes the liability for and responsibility to resolve the proposed assessment of the IRS against FUMCJ of \$10,010.00, or any amount later determined or sought by the IRS;
- f. Petitioner assumes liability for all indebtedness owed by FUMCJ (except any mortgage indebtedness) relating to actions or inactions of Petitioner occurring before August 1, 2023;
- g. Petitioner provides to FUMCJ copies of all Form 941s filed using FUMCJ's EIN 71-0296511 for 2022, 2023 and 2024 prior to the dismissal of the Lawsuit;

- h. Petitioner identifies to FUMCJ in writing with backup documentation provided to FUMCJ copies evidencing all bank accounts and other accounts set up with any vendor, lender, credit card company, music licensing company or any other third party opened in the name of First United Methodist Church Jonesboro, Arkansas, and/or using the EIN 71- 0296511 of First United Methodist Church Jonesboro, Arkansas, prior to the dismissal of the Lawsuit;
- i. Petitioner shall never use FUMCJ's EIN, name, or other identifiable information associated with FUMCJ for any purpose;
- j. The Arkansas Conference will file an appropriate notice or other document withdrawing its declaration of exigent circumstances in the real property records of Craighead County regarding the property of FUMCJ within five business (5) days following the dismissal of the Lawsuit with prejudice;
- k. The Parties agree that upon fulfillment of Paragraph 3, FUMCJ holds the interest in and legal title to all real and personal property of First United Methodist Church, Jonesboro, Arkansas, whether tangible or intangible, known or unknown;
- l. FUMCJ agrees and acknowledges that it holds title to all property in the name of First United Methodist Church Jonesboro, Arkansas, in trust for the benefit of the United Methodist Church in accordance with The Book of Discipline;
- m. Petitioner shall provide complete copies of all surveys on the real property of FUMCJ located at or around 801 S. Main prior to dismissal of the Lawsuit;
- n. Upon payment in full of the Settlement Payment and fulfillment of all other terms and conditions of this Agreement, the Parties mutually release any and all claims arising out of or related to any of the claims raised by any Party in the Lawsuit, or that could have been raised by any Party in the Lawsuit or otherwise, by or against each other, or by or against any of the Parties' officers, managers, members, employees, incorporators, agents, board, boards, trustees, or board members, lawyers are fully settled, released, and resolved;
- o. Upon payment in full of the Settlement Payment and fulfillment of all other terms and conditions of this Agreement, the Parties and Church, Inc. and any entity using EIN 93-2854386, mutually release

that any and all claims arising out of or related to any of the claims in the Lawsuit or that could have been raised by any Party in the Lawsuit or otherwise, by or against Church, Inc., or by or against any entity using EIN 93-2854386, or any of their officers, managers, members, employees, incorporators, agents, board, boards, trustees, or board members, lawyers or other individuals or entity associated with Church, Inc. or any entity using 93-2854386, are fully settled, released, and resolved;

- p. Petitioner, Church, Inc. and any entity using EIN 93-2854386 agree to indemnify FUMCJ for any and all liabilities that have been incurred by any one or more of them in the name of "First United Methodist Church, Jonesboro, Arkansas";
- q. The Parties agree that all claims against First Methodist Church of Jonesboro, Inc. are released;
- r. FUMCJ agrees that it is responsible for the payment of the current balance of the mortgaged debt against its property in favor of First Community, and that the mortgages and promissory notes between FUMCJ and First Community shall be unaffected by this Agreement;
- s. The authorized signatories of FUMCJ shall execute a new banking resolution and signature cards for all accounts at First Community, which shall replace all current authorities granted by the current banking resolution and signature cards on file;
- t. All Parties to the Lawsuit agree to present another agreed order to the Court that extends the time for FUMCJ to object to Petitioner's accounting to and including November 1, 2024; and
- u. All claims made by all Parties in the Lawsuit will be dismissed with prejudice, and joint motion to dismiss will be filed within five (5) business days of payment in full of the Settlement Payment and fulfillment of all other terms and conditions of this Agreement. This Agreement will be attached as an exhibit to the motion to dismiss,

4. The Parties represent, warrant, and covenant that they are executing this Agreement freely and voluntarily, without threat, duress, coercion, or promise of consideration other than that stated herein, and that they are competent to execute this Agreement, and have authority to enter into the terms and conditions set forth herein.

5. This Agreement shall be construed, governed by and enforced pursuant to the substantive laws of the State of Arkansas, without regard to conflicts of laws.

6. This Agreement contains the entire agreement and understanding between the Parties. This Agreement is a final agreement and supersedes any prior negotiations, representations, statements, promises, or other discussions, express or implied, concerning the subject matter of this Agreement. No amendment, alteration, modification, or waiver of any term or provision of this Agreement, nor consent to any non-performance by any Party, shall be effective unless the same shall be in writing and signed by all Parties.

7. The Parties agree that they will take no action and make no comment with the intent to, or which would reasonably be expected to, disparage or harm the reputation of any other Party with respect to matters relating to the Lawsuit or this Agreement.

8. For convenience of the Parties, this Agreement may be signed in counterparts, and each Party shall deliver to the other a signed copy by facsimile, electronic mail or paper, each of which is agreed to be an original.

9. Attached as **Exhibit A** to this Agreement is the July 8, 2024 Order entered by the Craighead County Circuit Court in the Lawsuit. This Agreement with **Exhibit A** will be filed in the real property records of Craighead County by FUMCJ with a cover sheet referencing the withdrawal of exigent circumstances filing referenced in paragraph 3.j, above.

{Signature Pages to Follow}

IN WITNESS WHEREOF, the Parties and signatories hereto have full authority to execute this Agreement as of the date first above written.

**PETITIONER SELF NAMED AS FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS**

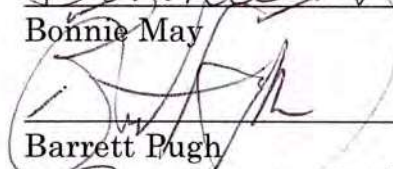

Name


Justin Miles


Chair of Board of Managers
Title

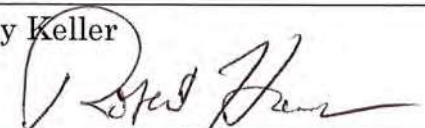

Justin Miles

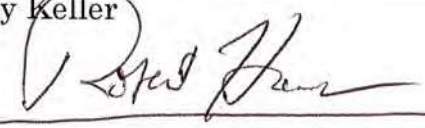

Bonnie May



Barrett Pugh



Ron Tartt


Wade Quinn


Jenny Keller


Robert Hornbeck


Mindy Grubbs


Don D. King

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**PETITIONER SELF NAMED AS FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS**

Name

Justin Miles

Chair of Board of Managers
Title

Justin Miles

Bonnie May

Barrett Pugh

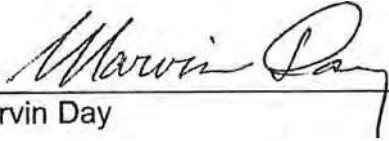
Ron Tartt

Wade Quinn



Jenny Keller

First Methodist Church of Jonesboro, Arkansas, Inc.

A handwritten signature in cursive script that reads "Marvin Day". The signature is written in black ink and is positioned above a horizontal line.

Marvin Day

Chair of Board of Managers

Title

Arkansas Conference of the United Methodist Church, Inc.



Name

James Todd Burris

Printed

Treasurer

Title

First Community Bank



Name

LAURA BRISSEY

Printed

EVP

Title

First United Methodist Church, Jonesboro, Arkansas



Donald L. Parker, **II**

Chairman, Board of Trustees

Exhibit A – July 8, 2024 Order

IN THE CIRCUIT COURT OF CRAIGHEAD COUNTY, ARKANSAS
CIVIL DIVISION

FIRST UNITED METHODIST CHURCH,
JONESBORO, ARKANSAS,
an Arkansas church and unincorporated
nonprofit association (SIC)

PETITIONER

vs. CASE NO. 16JCV-22-1872

THE BOARD OF TRUSTEES OF THE ARKANSAS
CONFERENCE OF THE UNITED METHODIST
CHURCH, INC., an Arkansas nonprofit corporation;
THE ARKANSAS CONFERENCE OF THE UNITED
METHODIST CHURCH, INC., an Arkansas nonprofit
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**FIRST UNITED METHODIST CHURCH
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INTERVENOR PLAINTIFF

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an Arkansas church and unincorporated
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JOHN/JANE DOES 1 - 100**

INTERVENOR DEFENDANTS

ORDER ON MOTIONS FOR SUMMARY JUDGMENT

Before the Court are the following motions and the briefs, responses and replies relating to the motions:

- Petitioner’s Motion for Summary Judgment as to Respondent on Petitioner’s Claims filed on October 23, 2023;
- Respondent’s Motion for Summary Judgment as to Petitioner’s Claim filed on December 14, 2023;
- Petitioner’s Motion for Summary Judgment as to Intervenor First United Methodist Church, Jonesboro, Arkansas (“FUMC Jonesboro” or “Intervenor”), filed on October 31, 2023; and
- FUMC Jonesboro’s Cross-Motion for Summary Judgment filed on March 21, 2024, on its Amended Complaint in Intervention and Petitioner’s Amended Petition.

The Court heard arguments on the motions for summary judgment between Petitioner and Respondent on January 29, 2024. Daniel P. Dalton of Dalton &

Tomich, PLC and James L. Cresswell of Evans Petree P.C. appeared and represented Petitioner. John Baker and Audra Hamilton of Mitchell Williams appeared and represented Respondent. The Court heard arguments on the motions for summary judgment between Petitioner and Intervenor on April 22, 2024. Messrs. Dalton and Cresswell appeared and represented Petitioner. Judy Simmons Henry and Scott A. Irby of Wright, Lindsey & Jennings LLP appeared and represented FUMC Jonesboro. After careful consideration of the filings of the parties and arguments of counsel, and being well-familiar with the case based on previous hearings, including evidentiary hearings, the Court finds and concludes as follows:

UNDISPUTED MATERIAL FACTS

1. The parties, specifically Petitioner, agreed that there was no genuine issue as to any material fact and that the issues presented in the motions for summary judgment should be decided as a matter of law.
2. The material facts are not subject to any genuine issue.
3. This is a dispute brought by Petitioner to quiet title to real property titled in the name of First United Methodist Church, Jonesboro, Arkansas or its predecessors and to declare the ownership of the following real and personal property belongs to Petitioner, alone:
 - a. Real Property identified in Exhibit A attached hereto and incorporated here;
 - b. All funds on deposit in or held in the bank accounts identified in Exhibit B attached hereto and incorporated here; and

c. All other assets of FUMC Jonesboro that existed on or after January 1, 2022, to the present.

4. FUMC Jonesboro is the church at the center of this dispute. FUMC Jonesboro is and always has been an unincorporated, not for profit association. FUMC Jonesboro has, since at least the dates on the earliest deeds of property that are at issue in this case, been a part of the worldwide denomination of The United Methodist Church, or its predecessors. June 9, 2023 Transcript, Resp. Ex. 202, at 129:4-131:3; 1939 Book of Discipline, Resp. Ex. 135, at pp. 1-14. FUMC Jonesboro is a church with more than 3,000 members. Petitioner's Amended Petition, ¶ 12.

5. The United Methodist Church is a connectional church, and the governing document of all United Methodist Churches is The Book of Discipline. June 9, 2023 Transcript, Resp. Ex. 202, at 107:3-10.

6. FUMC Jonesboro is a congregation within the geographical bounds of the Arkansas Conference of The United Methodist Church. Conferences are divisions within The United Methodist Church, which are made up of the overarching General Conference, regional conferences (like the Arkansas Conference), and then local churches. The local churches are governed by the conferences above them. June 9, 2023 Transcript, Resp. Ex. 202, at 45-46; 105-108.

7. The Respondent in this case is the Arkansas Conference of The United Methodist Church, Inc. which is the regional governing arm of The United Methodist Church in Arkansas. Respondent will be referred to as "the Conference."

8. The Book of Discipline is the church law for The United Methodist Church. At all relevant times, the Book of Discipline forbade local churches from acting in a manner contrary to the Book of Discipline or from severing its relationship to The United Methodist Church without the consent of the annual conference. Book of Discipline, Resp. Ex. 120, at ¶ 2529.1

9. The Book of Discipline contains a “Trust Clause” which declares that:

[a]ll properties of 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 the church property is subject to the *Discipline*. This trust requirement is an essential element of the historic polity of the United Methodist Church or its predecessor denominations or communions and has been a part of the *Discipline* since 1797. It reflects the connections structure of the Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the *Discipline*. The trust requirement is thus a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church.

The Book of Discipline, Resp. Ex. 120, at ¶ 2501.

10. The Book of Discipline also provides that, even in circumstances where a recorded deed to real property lacks language including a trust clause in favor of The United Methodist Church, the local United Methodist congregation still has the responsibility to hold all of its property in trust for The United Methodist Church. *See id.*, at ¶ 2503 (6).

11. At all relevant times on and before December 15, 2022, FUMC Jonesboro’s governing principles were contained in the Book of Discipline of The United Methodist Church. This is not disputed and was agreed to by Petitioner, including during the summary judgment oral arguments held on April 22, 2024.

12. Because of disagreements that had developed within The United Methodist Church (the terms of which are not relevant to resolution of the parties' motions and were not considered by this Court), in 2019, The United Methodist Church created a new process within The Book of Discipline to allow local churches to disaffiliate from The United Methodist Church. Through this process, a local church would be permitted to disaffiliate/sever its relationship with The United Methodist Church, and The United Methodist Church would release any claims that it had under the Trust Clause to the local church's properties. The Book of Discipline, Resp. Ex. 120, at ¶ 2553.

13. Pursuant to this limited disaffiliation process, a local church could disaffiliate if (a) a 2/3 majority of the members present at a local church conference authorized and called by the District Superintendent voted for disaffiliation, (b) the local church entered into a Disaffiliation Agreement with the Conference, **and** (c) if the Disaffiliation Agreement was ratified by a majority of members of the Arkansas annual conference, which was the meeting session of lay and clergy United Methodist delegates from all over Arkansas. *Id.*; May 19 Transcript, Ex. 201, at 108-109; Disaffiliation Agreement, Resp. Ex. 101.

14. In July of 2022, FUMC Jonesboro held a church conference authorized and called by the District Superintendent, at which a 2/3 majority of members present voted to disaffiliate. May 19, 2023 Transcript, Resp. Ex. 201, at 45:4-22.

15. In October of 2022, the leaders of the Petitioner and then-leaders of FUMC Jonesboro signed a Disaffiliation Agreement with the Conference whereby

they acknowledged that FUMC Jonesboro held “its real and personal, tangible and intangible, property in trust for The United Methodist Church and subject to the provisions of its Discipline.” *See* Disaffiliation Agreement, Resp. Ex. 101. Reverend John Miles, the pastor of FUMC Jonesboro at the time and the now-minister for the Petitioner testified that he knew and understood that the FUMC Jonesboro properties were subject to the Trust Clause at the time that FUMC Jonesboro entered into the Disaffiliation Agreement. June 9, 2023 Transcript, Resp. Ex. 202, at 270:8-13. He also testified that the disaffiliation process pursuant to ¶ 2553 of The Book of Discipline was a process that had to be followed in order to be “free and clear” from the Trust Clause. June 9, 2023 Transcript, Resp. Ex. 202, at 268-269.

16. On November 19, 2022, the hundreds of lay and clergy delegates to the Arkansas annual conference considered and voted against ratifying the Disaffiliation Agreement of FUMC Jonesboro. June 9, 2023 Transcript, Resp. Ex. 202, at 112-113. As a result, FUMC Jonesboro remained a United Methodist congregation, and The Book of Discipline remained the governing principles of FUMC Jonesboro.

17. After the disaffiliation vote failed, Petitioner, rather than seeking an appeal under church law or restarting the disaffiliation process, began a process not sanctioned by The Book of Discipline that eventually led to its filing of this lawsuit.

18. Petitioner, through Rev. John Miles, advertised an intent to vote on several topics, including leaving The United Methodist Church and adopting a new form of church government, at a meeting he set for December 15, 2022. *See*

Intervenor Ex. 8, 12/5/2022 Notice by Rev. Miles. Upon learning of the plan to hold this meeting, the District Superintendent of the Northeast District of the Arkansas Conference of The United Methodist Church twice advised Rev. Miles, and the congregation, that this meeting was improper under The Book of Discipline and that any action taken there would be without effect as a violation of The Book of Discipline. Intervenor Ex. 9, 12/6/2022 Letter of Rev. John Fleming and 12/14/2022 Letter of Rev. John Fleming.

19. On December 15, 2022, the Miles group of congregants held the meeting anyway and voted to leave The United Methodist Church denomination and organize as a body under a new corporate structure. Intervenor Ex. 10, Minutes of Special Meeting of Members 12/15/2022; *Id.* at Ex. 1 Ballot. According to allegations of and documents produced by Petitioner in this case, at the December 15, 2022 meeting, 629 people voted not “to remain within The United Methodist Church and the Arkansas Annual Conference,” and 631 people voted to approve bylaws for a new, non-United Methodist Church. *Id.* On that same day, Petitioner’s members voted to create and elect “managers” of this non-United Methodist church entity.

20. Rev. Miles acknowledged in his sworn affidavit attached to Petitioner’s motion for injunctive relief that the December 15, 2022 vote constituted a vote to “depart from the United Methodist Church denomination” Affidavit of Rev. John Miles, Resp. Ex. 204, at ¶ 4.

21. There is no legitimate dispute that the December 15, 2022 meeting did not comport with the requirements of The Book of Discipline. Rev. Miles admitted that he did not intend to follow The Book of Discipline in calling the meeting. June 22, 2023 Transcript, Resp. Ex. 203, at 102:21-103:7.

22. The individuals that voted to leave The United Methodist denomination, create bylaws that had never existed for FUMC Jonesboro, and elect managers on December 15, 2022, are represented in this case by the Petitioner. The group that wanted FUMC Jonesboro to stay affiliated with The United Methodist Church is represented by the Intervenor in this case.

23. The elected managers of Petitioner admitted that the unincorporated association formed by vote on December 15, 2022, was not governed by The Book of Discipline and was not a charge of or connected with The United Methodist Church. Instead, the new association was governed by the Revised Uniform Unincorporated Association Act, Ark. Code Ann. §§ 4-21-601, *et seq.* (“RUUNAA”).

24. Petitioner’s minister Rev. Miles is not a United Methodist Minister appointed by the Bishop of the Arkansas Conference of The United Methodist Church. After the December 15, 2022 vote, Rev. Miles sought and in early 2023 received ordination by another denomination.

25. After the December 15, 2022 vote, Petitioner’s members and its newly elected “managers” asserted control of all of FUMC Jonesboro’s assets, including bank accounts and buildings.

26. There is no genuine dispute that bank accounts in the name of FUMC Jonesboro decreased in value dramatically during the time that Petitioner controlled those accounts.

27. The Book of Discipline provides a procedure for protecting property held in trust for the entire denomination of The United Methodist Church, when, among other things, the local church no longer serves the purpose for which it was organized or where the local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church. This procedure allows the presiding bishop, majority of district superintendents, and the appropriate internal district board to declare that “exigent circumstances” exist. When exigent circumstances are declared, all real and personal, tangible and intangible property of the local church vests in the Conference. June 9, 2023 Transcript, Resp. Ex. 202, at 149:9-21; Resp. Ex. 120, at ¶ 2549.

28. On December 16, 2022, a declaration of exigent circumstances was declared and recorded in the real property records of Craighead County regarding FUMC Jonesboro property in accordance with The Book of Discipline. June 9, 2023 Transcript, Resp. Ex. 202, at 152:23-153:1, 154:24-155:23.

29. Three days later, on December 19, 2022, Petitioner filed this lawsuit in the name of “First United Methodist Church, Jonesboro, Arkansas, an Arkansas church and unincorporated non-profit association.” Per the petition (complaint), the newly elected managers authorized the filing.

30. On March 12, 2023, Intervenor, as FUMC Jonesboro, held a charge conference, sanctioned by the Conference, at which a new simplified leadership structure, the Church Council, was adopted, all in accordance with The Book of Discipline. *Id.*; *see also* Intervenor Ex. 3, 3/12/23 Charge Conference Minutes, FUMCJ 1576. There is no legitimate dispute that this meeting followed the requirements of The Book of Discipline. Intervenor FUMC Jonesboro was authorized by the Church Council to file a complaint in intervention in this matter.

31. Intervenor FUMC Jonesboro does not dispute the Conference's interests in and to the real and personal property of FUMC Jonesboro, and Intervenor FUMC Jonesboro alternatively claims if the Conference has no interest in the assets, Intervenor claims to be the owner of them, to the exclusion of Petitioner.

32. Despite some statements to the contrary, the Conference did not act in bad faith, The United Methodist Church is not a wicked denomination, and FUMC Jonesboro congregants are not evil. Petitioner's 013202-13209 and 013355.

CONCLUSIONS OF LAW

1. Although suing under the name of FUMC Jonesboro, Petitioner is not First United Methodist Church, Jonesboro, Arkansas.

2. As an unincorporated, not-for-profit association, the provisions of RUUNAA apply to FUMC Jonesboro. Arkansas law gives deference to the governing principles of a non-profit, unincorporated association.

3. Under RUUNAA the “governing principles” define who the members of an unincorporated association are and set the voting, notice, and quorum requirements of an unincorporated association. Ark. Code Ann. §§ 4-28-602(4), - 617. A meeting of the members must be properly called, as “provided in the governing principles,” to “select or dismiss a manager” or “adopt, amend, or repeal the governing principles.” Ark. Code Ann. § 4-28-616(a)(2), (3). The form and responsibilities of the body of “managers,” i.e., the leadership of an unincorporated association, is also set by the governing principles. Ark. Code Ann. § 4-28-622, cmt. 4. “Members who are also managers will have a dual status and their duties and liabilities will be based on the capacity in which they are acting at the time an action (or omission) takes place.” *Id.*

4. According to the undisputed facts, The Book of Discipline represented the “governing principles” of FUMC Jonesboro on the date of the December 15, 2022 meeting.

5. The December 15, 2022 meeting at which Petitioner was formed was not held in accordance with The Book of Discipline, nor, according to his testimony did Rev. Miles intend to follow The Book of Discipline with this meeting. Pursuant to The Book of Discipline, a local church could not sever its connectional relationship with The United Methodist Church, except under limited circumstances, such as the disaffiliation process permitted under ¶ 2553. But the disaffiliation process for FUMC Jonesboro had been attempted and not been ratified as required. Petitioner did not establish any other authorized procedure under the

governing principles in The Book of Discipline for the actions taken at the December 15, 2022 meeting.

6. In addition, to the extent a local church adopts any organizing documents, The Book of Discipline requires that the District Superintendent must approve those documents, and those documents “shall”:

(1) require the local church to be organized and operated in compliance with the *Discipline*;

(2) prohibit the local church from acting in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*;

(3) prohibit the local church from severing its connectional relationship to The United Methodist Church without the annual conference’s consent;

(4) require the pastor and the district superintendent to approve, in writing, the adoption of, and changes to, the local church’s organizing document; and

(5) include language consistent with the Internal Revenue Code to protect the local church’s tax-exempt status.

Intervenor Ex. 14, The Book of Discipline ¶ 2529, § 1(c), Petitioner 004948–4950.

Petitioner produced no evidence that it satisfied these requirements of The Book of Discipline in its December 15, 2022 actions.

7. Under RUUNAA as it existed on December 15, 2022, Petitioner’s members could not adopt or repeal The Book of Discipline as the governing principles of FUMC Jonesboro or create and select “managers” without complying with those governing principles as to the requirements of their meeting and actions taken.

8. As such, on December 15, 2022, when Petitioner's members held a meeting and attempted to take actions that were prohibited by The Book of Discipline, those votes were without legal effect. Further, the attempt to create new governing documents, such as the bylaws purportedly adopted at the December 15, 2022 meeting, were prohibited actions of Petitioner.

9. As a result, the Arkansas non-profit association that is and has been FUMC Jonesboro for decades was not affected by the December 15, 2022 vote. FUMC Jonesboro continued in existence after that vote and exists today.

10. Intervenor in this case is the true First United Methodist Church of Jonesboro, Arkansas. FUMC Jonesboro is led by the Church Council as established by the charge conference held on March 12, 2023. The Church Council is the legally authorized leadership of FUMC Jonesboro.

11. Petitioner held itself out as "First United Methodist Church, Jonesboro, Arkansas" to attempt to create standing to file its lawsuit. *See* Intervenor Ex. 18. Petitioner is not FUMC Jonesboro. Petitioner has no standing to pursue or claim an interest in any property, whether real or personal, tangible or intangible, that is titled or held in the name of or for the benefit of First United Methodist Church, Jonesboro, Arkansas.

12. Petitioner brought this case to quiet title to the certain real property identified in Exhibit A. Petitioner had the burden of proof to establish that it has legal title to the property. *Koonce v. Mitchell*, 341 Ark. 716, 718, 19 S.W.3d 603, 605 (2000) (citing *Gingles v. Rogers*, 206 Ark. 915, 175 S.W.2d 192 (1943); *Bullock v.*

Duerson, 95 Ark. 445, 129 S.W. 1083 (1910). Based upon the undisputed facts, Petitioner did not meet its burden and does not hold title to the real or personal property of FUMC Jonesboro.

13. Late in this case Petitioner asserted that the December 15, 2022, meeting was allowed under RUUNAA, relying upon Arkansas Act 599 of 2023 (and specifically Ark. Code Ann. § 4-28-616(c)). However, this Act did not become effective until August of 2023. *See* Ark. Code Ann. § 4-28-616. The statute does not state that it applies retroactively, and nothing in its terms implies a legislative intent for retroactivity. *Id.* Absent express statement of retroactivity by the legislature, the Arkansas Supreme Court observes a strict rule of construction against retroactive operation, and the Court does not find any of the limited exceptions to that strict rule apply. *Estate of Wood v. Arkansas Department of Human Services*, 319 Ark. 697, 700-01, 894 S.W.2d 573, 575 (1995) (finding that absent express statement of retroactivity by the legislature, courts observe a strict rule of construction against retroactive operation). Additionally, this legislation is not a remedial statute and would disturb vested rights, if Petitioner's argument was accepted.

14. Even if Act 599 were to apply retroactively, it would not change the impact of the December 15, 2022 vote. Act 599 makes clear that if the governing principles are to be adopted, amended, restated, or repealed in a meeting that does not comply with the existing governing principles, then that action must have

“majority approval of its members” or “approval by a majority of the members,” and not just a majority of votes cast. Ark. Code Ann. § 4-28-616(c)(3)(A) and (B).

15. Here, there is no dispute that the actions taken at the December 15, 2022 meeting were not approved by a “majority” of *all* members of FUMC Jonesboro. Petitioner specifically admits that FUMC Jonesboro “is a church composed of over 3,000 individual members.” Petitioner’s First Am Petition. ¶ 12; Brief in Support of Petitioner’s Motion for Summary Judgment as to Intervenor p. 12. At the December 15, 2022 meeting, 629 people voted not “to remain within the United Methodist Church and the Arkansas Annual Conference,” and 631 people voted to approve new bylaws. Intervenor’s Cross-Motion for Summary Judgment Ex. 1. These numbers are well short of the roughly 1500-member votes required under Act 599, even if applied to this case filed well before the enactment and effective dates of the statute.

16. Petitioner also cannot establish that it has title to the properties because, examining neutral principles of law pursuant to *Jones v. Wolf*, 443 U.S. 595 (1979) and *Ark. Presbytery of Cumberland Presbyterian Church v. Hudson*, 344 Ark. 332, 40 S.W.3d 301 (2001), FUMC Jonesboro held title in trust for the benefit of the entire United Methodist Church. Petitioner admitted this fact in the Disaffiliation Agreement with the Conference before the lawsuit was filed, and again through its senior pastor, Rev. Miles, that, to the extent that FUMC Jonesboro held property in its name, it was held in trust pursuant to the Trust Clause of The Book of Discipline. Petitioner’s motions for summary judgment on its

claims against the Respondent and against Intervenor are therefore denied on this alternative ground. Respondent's and Intervenor's motions for summary judgment as to Petitioner's claims against them are granted for the same alternative reason.

17. Consistent with FUMC Jonesboro's amended complaint and cross-motion for summary judgment, the Court concludes that either the Conference or Intervenor FUMC Jonesboro holds the interests in and to the real and personal property of FUMC Jonesboro, and that Petitioner has no interest in the assets of FUMC Jonesboro.

18. Intervenor sought an accounting in its amended complaint in intervention and in its cross-motion for summary judgment.

19. Petitioner's leadership, including its pastors, formerly held positions of leadership in FUMC Jonesboro. They owed fiduciary duties to FUMC Jonesboro and had access to and control over its assets, including funds.

20. An action for accounting is "an equitable remedy designed to provide a means for compelling one, who because of a confidential or trust relationship has been entrusted with property of another, to render an account of his actions and for the recovery of any balance found to be due." *A & P's Hole-In-One, Inc. v. Moskop*, 38 Ark. App. 234, 239, 832 S.W.2d 860, 863 (1992) (*citing* 1 *Am. Jur. 2d Accounts and Accountings* § 45 (1962)). "The existence of a fiduciary relationship bestows equitable jurisdiction for a suit for an accounting." *Id.* An accounting ensures that "the burden of proving that the accounts had been properly handled" remains

always on the fiduciary, rather than the entity to which such duties are owed. *Id.* at 240, 832 S.W.2d at 863.

21. The Court concludes that under the circumstances of this case, an accounting of all personal property of FUMC Jonesboro and controlled by Petitioner is entirely warranted.

IT IS THEREFORE ORDERED:

1. Petitioner's Motion for Summary Judgment as to the Conference on Petitioner's Claims is DENIED.

2. The Conference's Motion for Summary Judgment as to Petitioner's claims is GRANTED.

3. Petitioner's Motion for Summary Judgment as to Intervenor First United Methodist Church, Jonesboro, Arkansas, is DENIED.

4. Intervenor First United Methodist Church, Jonesboro, Arkansas' Cross-Motion for Summary Judgment as to Petitioner's claims is GRANTED.

5. All legal and equitable interests in and title to the real and personal properties of the "First United Methodist Church, Jonesboro, Arkansas" is vested in the Conference or Intervenor FUMC Jonesboro.

6. Petitioner has no legal or equitable interest in the real or personal properties of "First United Methodist Church, Jonesboro, Arkansas."

7. Petitioner's amended petition (complaint) is hereby DISMISSED WITH PREJUDICE. Pending motions of Petitioner are hereby denied.

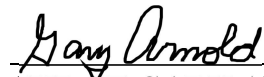
8. Within thirty (30) days, Petitioner is ordered to provide to FUMC Jonesboro a detailed, true, and accurate accounting of all of the assets of FUMC Jonesboro that existed on or after January 1, 2022, to the present, and to produce to FUMC Jonesboro copies of all documents evidencing every account, loan, line of credit, credit and debit cards, signature cards, deposits, withdrawals, transfers, canceled instruments, loan documents, payments, bank and loan statements, safe deposit box records, and all other information that identifies an asset and if such asset is not currently in the possession, custody, or control of Petitioner, what happened to it. The accounting shall also include production of true and accurate copies of all payroll records for all employees for the same time period. Intervenor will then have thirty (30) days after receipt of the accounting to file any objections to the accounting submitted by Petitioner. The Court will, by separate order, address FUMC Jonesboro's objections and direct any revisions required for a final accounting to be accepted by the Court.

9. Petitioner is ordered to provide FUMC Jonesboro unfettered access to inspect and receive copies of all relevant books and records that are in the possession, custody, or control of Petitioner, including but not limited to membership rosters/rolls, financial records, real and personal property related records, voting records relating in any way to disaffiliation, committee notes and minutes, and correspondence related in any way to the disaffiliation and this lawsuit.

10. Petitioner is ordered to return to FUMC Jonesboro, 801 S. Main, Jonesboro, Arkansas all personal property at issue in this case. To the extent any such item of property has been transferred and Petitioner is unable to return the property as ordered, then Petitioner shall pay to FUMC Jonesboro the value of each such item of property, as determined in a final accounting that is accepted by the Court.

11. The Court retains jurisdiction over the parties and the subject matter to address all remaining claims in this case, including but not limited to the accounting filed by Petitioner, and the counterclaim and the cross-claim of the Conference.

IT IS SO ORDERED.



JUDGE GARY ARNOLD,
Special Circuit Court Judge Appointed
by the Chief Justice of the
Arkansas Supreme Court

July 4, 2024

Date

EXHIBIT A

to Order on Motions for Summary Judgment

EXHIBIT A-1

Public within and for the county aforesaid duly commissioned and acting W.H. Fowler and Della Fowler, to me well known as the grantors in the foregoing deed and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Della Fowler wife of the said W.H. Fowler, to me well known and in the absence of her said husband declared that she had of her own free will signed and sealed the relinquishment of dower and homestead in the foregoing deed, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public on this 22, day of November, A.D. 1921.

My commission expires
1, 8, 24.

Wm. Carroll
Notary Public.

A true copy of the original as filed for record this 22, day of Nov, 1921.

55-241

11-22-1921

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

That I, Steve Vice, (unmarried) being one of the three children and heirs at law of Rene Vice, deceased, who died intestate leaving her surviving Steve Vice, Earl Vice and Gordon Vice, as her children and sole and only heirs at law, and leaving no husband her surviving, and also being one of the heirs at law of Walter Stotts, deceased, who dies intestate and unmarried, leaving no father and mother him surviving and leaving as his sole and only heirs at law his brother, Jas. J. Stotts and his nephews, Steve Vice, Earl Vice and Gordon Vice, being the children of Rene Vice, deceased, the sister of said Walter Stotts, deceased, the said Rene Vice having predeceased the said Walter Stotts, both the said Rene Vice and Walter Stotts being the children of Andrew Jackson Stotts, deceased, who died intestate, his will being of record in Will Record 1 at page 130 of the records of the Jonesboro District of Craighead County, Arkansas, in which will the said Andrew Jackson Stotts, deceased, devised certain lands to his son, Walter Stotts, and to his daughter, Rene Vice, for and in consideration of the sum of One Hundred (\$100.00) Dollars to me cash in hand paid by J.L. Cantrell, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said J.L. Cantrell and unto his heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit: The Northeast quarter of the southwest quarter of Section Seventeen (17), the Southwest quarter of the Southwest quarter of Section Seventeen (17), and all of the Northwest quarter of the Southwest quarter of Section Seventeen (17) except the West Half of the West Half of the Northwest quarter of the southwest quarter thereof, said Section Seventeen (17) aforesaid, lying in Township Thirteen (13) North, Range Four (4) East. (Rev. 50p)

To have and to hold the same unto the said J.L. Cantrell and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

The making of this deed shall not effect an agreement between the grantor and the grantee in a case pending in the Chancery Court for the Western District of Craighead County, Arkansas, wherein J.L. Cantrell is petitioner and plaintiff and Steve Vice et al are defendants, so far as said agreement relates to the payment of court costs and taxes out of funds heretofore delivered by the grantee herein to the clerk of said court, said money shall be applied in manner provided for in said settlement. This deed shall be effective, however, to terminate any and all further interests that the said Steve Vice may have had in and to any of the lands described in the petition and complaint in said litigation as well as any other lands described in this deed and all further rents paid in connection with said property shall be so far as said Steve Vice is concerned the exclusive property of said J.L. Cantrell.

And I hereby covenant with the said J.L. Cantrell that I will forever warrant and defend the title to the said lands against all lawful claims whatever.

Witness my hand and seal on this the 22nd day of November, 1921.

Steve Vice (Seal)

ACTING CLERK.

State of Arkansas)
County of Craighead) ss

Be it remembered, that on this day came before me, the undersigned a Notary Public within and for the County and State aforesaid, duly commissioned and acting Steve Vice to me well known as the identical person described in and who executed the foregoing instrument of writing, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public on this 22nd day of November 1921.

Sadie Barnett
Notary Public

My commission expires Feb. 21, 1925 (Seal.)

A true copy of the original as filed for record this 22 day of November, 1921 12.30

WARRANTY DEED - WITH RELINQUISHMENT OF DOWER.

KNOW ALL MEN BY THESE PRESENTS:

242

That we, Bert G. Lynch and Mary Lynch, wife of Bert G. Lynch for and in consideration of the sum of Sixteen Thousand (\$16,000.00) Dollars to us paid by C.H. Butlerloch, A.L. Malone, G.W. Culberhouse, Preston Hatcher, J.K. Little, E.J. Ellis, G.B. Gregg, L.A. Ritter and H.P. Puryear, as trustees for the First Methodist Episcopal Church South of Jonesboro, Arkansas, receipt of which is hereby acknowledged do hereby grant, bargain, sell and convey unto the said C.H. Butlerloch, A.L. Malone, G.W. Culberhouse, Preston Hatcher, J.K. Little, E.J. Ellis, G.B. Gregg, L.A. Ritter and H.P. Puryear, as trustees for the First Methodist Episcopal Church South of Jonesboro Arkansas, to be held by them in trust as hereinafter set out and unto their successors and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

A part of Block Two (2) of Knight's First Addition to the town (now city) of Jonesboro, Arkansas more particularly described as follows, to-wit: Begin at the Southeast corner of said Block Two (2) and run thence north sixty-two and one half (62½) feet along the west line of Main Street to the beginning point, thence west one hundred and ninety (190) feet, thence north sixty-two and one-half (62½) feet thence east one hundred and ninety (190) feet, thence south sixty-two and one half (62½) feet to the beginning point said lot conveyed being sixty-two and one half (62½) feet north and south and one hundred and ninety (190) feet east and west.

To have and to hold the same unto the said C.H. Butlerloch, A.L. Malone, G.W. Culberhouse, Preston Hatcher, J.K. Little, E.J. Ellis, G.B. Gregg, L.A. Ritter and H.P. Puryear as trustees in trust that such premises shall be held, kept, maintained and disposed of as a place of residence for the use and occupancy of the preachers of the Methodist Episcopal Church, South, who may from time to time be appointed in said place, subject to the usage and discipline 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 the said premises are situated and unto their successors and assigns forever with all appurtenances thereto belonging.

And we hereby covenant with the said grantees above named that we will forever warrant and defend the title to said lands against all lawful claims whatsoever except taxes and special assessments not now due.

And I, Mary Lynch, wife of the said Bert G. Lynch, for and in consideration of the said sum of money do hereby release and relinquish unto said grantees above mentioned all my right of dower and homestead in and to said lands.

Witness our hands and seals on this the 25th day of April 1920.

Bert G. Lynch (Seal)

Mary Lynch (Seal)

State of Arkansas }
County of Craighead } ss

Be it remembered, that on this day came before me, the undersigned, a Notary Public within and for the county, and State aforesaid, duly commissioned and acting Bert G. Lynch, and Mary Lynch, his wife, to me well known as the identical persons described in and who executed the foregoing instrument of writing and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Mary Lynch wife of the said Bert G. Lynch to me well known, and, in the absence of her said husband declared that she had, of her own free will executed said instrument of writing and signed and sealed the relinquishment of dower and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal as such Notary Public on this 25th day of April, 1920.

My commission expires Feb. 4, 1924 (Seal)

Eugene Sloan,

A true copy of the original as filed for record this 22 day of November, 1921, 3 p.m.

Eugene Sloan
Clerk.

INDEXING BOND TO PURCHASE OF LOT IN HIGHLAND PARK ADDITION.

KNOW ALL MEN BY THESE PRESENTS:

That we, W.C. Halton and Zaphia Halton as principals and the Jonesboro Trust Company, a corporation duly organized and existing under and by virtue of the laws of the State of Arkansas, as surety, are held and firmly bound unto John E. Johnson in the penal sum of One Thousand (\$1000.00) Dollars, to the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Dated this the 13th day of April 1920.

The condition of the above obligation is such that, whereas, W.C. Halton is the owner in fee simple of the following described real estate situated in the Jonesboro District of Craighead County, Arkansas, to-wit:

Lot Five in Block "H" of Highland Park Addition to the City of Jonesboro, Arkansas, more particularly describe on plat of said addition now of record in deed record book _____ at page _____ of the records of the Jonesboro District of Craighead County, Arkansas, and in such real estate Zaphia Halton, ne the wife of the said W.C. Halton owns her inchoate right of dower, and

Whereas all said Highland Park Addition is subject to the following mortgages to-wit:

(1) Mortgage dated October 27, 1918, executed by M. L. Sage and wife, Elizabeth, to the Denning Investment Company of Oswego, Kansas, securing payment of a note of even date for the principal sum of Ten Thousand (\$10,000.00) Dollars bearing interest at six (6) per cent per annum from date until paid, interest

EXHIBIT A-2

QUIT CLAIM DEED.

235

KNOW ALL MEN BY THESE PRESENTS:

That we, P.W. Lutterloh, successor to O.W. Lutterloh deceased, A.L. Malone, Preston Hatcher, H.F. Puryear, successor to E.F. Brown, L.A. Ritter, successor to D.T. Rogers, deceased J.H. Little, G.W. Culberhouse, E.J. Ellis and C.B. Gregg, as Trustees of the First Methodist Episcopal Church, South, of Jonesboro, Arkansas, for and in consideration of the sum of One (\$1.00) Dollar to us in hand paid by Spencer Harris, the receipt of which is hereby acknowledged, do hereby Grant, Sell and Quit Claim unto the said Spencer Harris and unto his heirs and assigns forever, the following property situated in the County of Craighead, and State of Arkansas, to-wit:

Beginning at the Northeast Corner of Lot No. Two of Knight's First Addition to the City of Jonesboro; thence South one Hundred seventy-five feet; thence West one hundred ninety feet; thence North one hundred seventy-five feet; thence East one hundred ninety feet to beginning point.

To Have and to hold the same unto the said Spencer Harris, and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

Witness our hands and seals this 15th day of November, 1920.

P.W. Lutterloh	(Seal)
A.L. Malone	(Seal)
Preston Hatcher	(Seal)
H.F. Puryear	(Seal)
C.B. Gregg	(Seal)
J.H. Little	(Seal)
G.W. Culberhouse	(Seal)
E.J. Ellis	(Seal)
L.A. Ritter	(Seal)

ACKNOWLEDGMENT.

State of Arkansas)
County Craighead

Be it remembered, that on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting P.W. Lutterloh, A.L. Malone, Preston Hatcher, H.F. Puryear, L.A. Ritter, J.H. Little, G.W. Culberhouse, E.J. Ellis and C.B. Gregg, as Trustees of the First Methodist Episcopal Church, South, of Jonesboro, Arkansas, to me well known as the grantors in the foregoing deed and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 22nd day of November, 1920.

My commission May 10, 1921. Seal

J.H. Malone
Notary Public

A true copy of the original as filed for record this 10th day of November, 1921, 11.30 A.M.

27th Zena E. Watkins
Clerk.

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

That Spencer Harris and Pearl Harris his wife, of Jonesboro, in the State of Arkansas in consideration of the sum of One (\$1.00) Dollars payable as follows: cash in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell release and convey unto P.W. Lutterloh, A. L. Malone, Preston Hatcher, H.F. Puryear, L.A. Ritter, J.H. Little, G.W. Culberhouse, E.J. Ellis and C.B. Gregg, as Trustees of the First Methodist Episcopal Church, South, of Jonesboro, Arkansas, and their successors, in office, as from time to time appointed according to the laws and usages of the Methodist Episcopal Church, South and under and pursuant to the laws of this State, all that tract of land situated in Craighead County, and State of Arkansas, and described as follows, to-wit:

Beginning at the Northeast Corner of Lot No Two of Knight's First Addition to the City of Jonesboro; thence South one hundred and seventy-five feet; thence West one hundred and ninety feet; thence North one hundred seventy-five feet; thence East one hundred ninety feet to beginning point.

To have and to hold the said premises above described, together with all singular the rights, members, hereditaments, and appurtenances to the same belonging, or in any wise incident or appertaining, unto the said Trustees and their successors and assigns forever. In Trust, that all said premises shall be used, kept, maintained, and disposed of as a place of divine worship for the use of the ministry and membership of the Methodist Episcopal Church, South; subject to the usage, discipline, and ministerial appointment 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 the said premises are, or may hereafter be, situated. Whenever it shall become necessary or may be deemed expedient by the proper authorities of the said Church to sell or otherwise dispose of the said bargained premises, or any part thereof, they may, and are hereby empowered, to sell or otherwise dispose of and convey the same by and through the said Trustees and their successors, under and pursuant to the Rules and Regulations of the Discipline of the said Methodist Episcopal Church, South, then and at that time in force fully discharged of all limitations, uses, and trusts herein imposed; and the grantee or purchaser shall in no event be responsible or liable for the application or reinvestment of the proceeds of such sale.

The said grantors do hereby bind their heirs, executors, and administrators, to warrant and forever defend, all and singular, the said premises unto the said Trustees of the First Methodist Episcopal Church, South, of Jonesboro, Arkansas, their successors and assigns against every person whomsoever, lawfully claiming or to claim the same or any part thereof. And the said grantor and his wife the said Pearl Harris do hereby waive and relinquish all right of dower and homestead in and to said premises.

In Testimony Whereof, the said grantors have hereunto set their hands and seals this 18th day of December, A.D. 1920.

236

Here insert the names of the Trustees now in office, or of the Corporation of the local Church is incorporated. The Methodist Episcopal Church, South is now a corporation, and the deed should not be made simply to it, but to Trustees or a corporation in trust for its ministers and members, as provided in the printed form here given, if the laws of the State so permit.

If the property is to be used as a parsonage, draw a pen through the words printed in italics. If the property is for a house of worship, draw a pen through the words printed in small capitals. If the property is donated or purchased for cash, draw a pen through this sentence. Do not accept any but a fee simple title. Have a reliable lawyer examine the deed before you accept it.

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

BE IT REMEMBERED, that on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, Spencer Harris, to me well known as the grantor in the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Pearl Harris, wife of the said Spencer Harris, to me well known, and in the absence of her husband, declared that she had of her own free will, signed and sealed the relinquishment of dower and homestead in the foregoing deed for the consideration and purposes therein mentioned and set forth, without coercion or undue influence of her said husband.

Witness my hand and seal as such Notary Public this 15th day of November, 1921.

My commission expires
May 10th, 1921. Seal

J. K. Malone
Notary Public.

A true copy of the original as filed for record this 15th day of Nov. 1921.

J. E. Watkins
Clerk.

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the full payment of all indebtedness mentioned in a certain mortgage from executed by E. H. Robinson and L. S. Thompson in favor of T. J. Allersma, Trustee for in the sum of \$1000.00 dated the 12 day of April 1911, and recorded in Book 20, at page 57 of the records of Craighead County, Arkansas, the lien created therein is hereby released and discharged in full this day of 1921.

T. J. Allersma

E. H. Allersma

Heirs of the estate of T. J. Allersma

ACKNOWLEDGMENT

Kingdom of the Netherlands) ss
Province Groningen

Be It Remembered, that on this 5th day of October 1921, came before me, the undersigned, a Notary Public, within and for the Province, aforesaid, duly commissioned and acting Elara Avelina Allersma and Elizabeth Bauwke Allersma, to me well known as the grantors in the foregoing deed and stated that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public on this 5th day of October, 1921.

My commission expires

L. Boonstra
Notary Public.

A true copy of the original as filed for record this 15th day of November, 1921, b. 20

J. E. Watkins
Clerk

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Mary T. Stephens, for and in consideration of the sum of Sixteen Hundred Dollars to me paid and to be paid by W. H. Berry as follows: Three Hundred dollars cash in hand paid, the receipt of which is hereby acknowledged, and thirteen Hundred Dollars evidenced by twenty-six promissory notes for Fifty Dollars each, dated July 31, 1920, one of said notes being due each month thereafter until all of said notes are paid, with interest thereon at the rate of 8 per cent per annum from date until paid, do hereby grant, bargain, sell and convey unto the said W. H. Berry and unto his heirs and assigns forever, the following lands, lying in Craighead County and State of Arkansas, to-wit: Part of Lot 1, Block 3, of Visbetti's First Addition to the City of Jonesboro, Arkansas, beginning at the southeast corner of said Lot and Block, measuring West 140 feet to starting point;

EXHIBIT A-3

QUITCLAIM DEED

391

KNOW ALL MEN BY THESE PRESENTS:

That Jonesboro Storm Sewer and Drainage District Number Thirty of Craighead County, Arkansas by M.P. Welsh, Z.B. Ballew and A.L. Salmons, as its commissioners, for and in consideration of the sum of Seven and 42/100 Dollars tax cash in hand paid to us by the First Methodist Church of Jonesboro, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and quitclaim unto the said First Methodist Church of Jonesboro and unto its successors and assigns forever, subject to the payment of the installments of assessments due said Jonesboro Storm Sewer and Drainage District Number Thirty (30) of Craighead County, Arkansas for the year 1938 and succeeding years, the following described lands located in the Jonesboro District of Craighead County, Arkansas, to-wit:

North 175 feet of Block Two (2) of Knight's First Addition to the City of Jonesboro, Arkansas, and

Part of Block Two (2) of Knight's First Addition to the City of Jonesboro, Arkansas, described as follows: Begin 62½ feet North of the Southeast corner of Block Two (2); thence West 190 feet; North 82½ feet; East 190 feet; South 62½ feet.

To have and to hold the same unto the said First Methodist Church of Jonesboro and unto its successors and assigns forever, subject to the right of redemption as allowed by the State of Arkansas as set out in Act 339 of the Acts of the General Assembly of Arkansas for the year 1925 and amendatory Acts thereto.

It is expressly agreed and understood that the Jonesboro Storm Sewer and Drainage District Number Thirty (30) is conveying such interest as it has in the above described lands by virtue of decrees rendered in the Chancery Court for the Western District of Craighead County, Arkansas, for the assessments against the above described lands for the year 1938 and prior years.

IN WITNESS WHEREOF said Jonesboro Storm Sewer and Drainage District Number Thirty (30) of Craighead County, Arkansas, has caused these presents to be signed by its board of commissioners pursuant to the provisions of Section 3607 to 3661 inclusive of Crawford & Moses Digest of the Statutes of Arkansas and amendatory Acts thereto and its seal hereunto affixed on this 27 day of January, 1940.

JONESBORO STORM SEWER AND DRAINAGE
DISTRICT NUMBER THIRTY (30) OF
CRAIGHEAD COUNTY, ARKANSAS.

By M.P. Welsh

Z.B. Ballew

A.L. Salmons

(SEAL)

Attest:

Z.B. Ballew
Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

On this 27 day of January, 1940, before me, a Notary Public duly commissioned, qualified and acting within and for said county and state, appeared in person the within named M.P. Welsh, Z.B. Ballew and A.L. Salmons to me personally well known who stated that they were the duly qualified and acting commissioners of Jonesboro Storm Sewer and Drainage District Number Thirty (30) of Craighead County, Arkansas, a drainage corporation organized under the laws of Arkansas and now existing as such, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said drainage corporation and further stated and acknowledged that they had so signed and executed said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

In TESTIMONY WHEREOF I hereunto set my hand and seal as such Notary Public on this 27 day of January, 1940.

(SEAL)

My commission expires January 21, 1942.

Othel Jenkins McHaney
notary public

A true copy of the original as filed for record this 31st day of October, 1940 at 9:30 A.M.

B.G. Miller Clerk

By Act. B. Miller D.C.
Fee \$1.50

* * * *

QUITCLAIM DEED

CACHE RIVER DRAINAGE DISTRICT OF CRAIGHEAD, JACKSON AND LAWRENCE COUNTIES, ARKANSAS

KNOW ALL MEN BY THESE PRESENTS:

That Cache River Drainage District of Craighead, Jackson and Lawrence Counties, Arkansas, for and in consideration of the sum of \$24.40 to it paid, do hereby grant, sell and quitclaim unto H. B. Stevens and unto his heirs and assigns forever the following lands lying in the County of Craighead, State of Arkansas, to-wit:

Southwest quarter of northeast quarter
of Section 30, Township 15 North, Range 3 East.

EXHIBIT A-4

ACKNOWLEDGMENT

STATE OF ARKANSAS }
County of Craighead }

146-174
6-25-1960

On this day before me, the undersigned, a notary public, duly commissioned, qualified, and acting, within and for said county and state, appeared in person the within named John E. Marcom and Elizabeth S. Stahl, to me personally well known, who stated that they were the President and Secretary of Jonesboro Homes, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 16th day of June, 1960.

(SEAL)

My commission expires: Oct. 5, 1963

Henry Charles Gschwend
Notary Public

Prepared by J. H. Spears, Atty., W. Memphis, Arkansas.

A true copy of the original as filed for record this 24th of June, 1960, at 1:40 P.M.

SEARCY TAYLOR, CIRCUIT CLERK

By Judy D. Davis D.C.

WARRANTY DEED

REV. PAID \$8.80

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, A. J. Turman and Helen S. Turman, his wife, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) to us in hand paid by L. E. Isom, Hoyt S. Purvis, Harold Smith, E. O. Cherry, M. W. Melton, J. O. Shannon, W. L. Mack, R. H. Patton and R. H. Wall as the Board of Trustees, First Methodist Church, Jonesboro, Arkansas, receipt of which is hereby acknowledged, and the further consideration of the assumption by said Board of Trustees of the balance due on an indebtedness secured by Mortgage recorded in Mortgage Record 93 page 305 in the Circuit Clerk's office in Jonesboro, Arkansas, executed by Grantors herein to L. D. Phillips and Anna Lee Phillips, his wife, do hereby grant, bargain, sell and convey, subject only to the lien of the above mentioned Mortgage, unto the said L. E. Isom, Hoyt S. Purvis, Harold Smith, E. O. Cherry, M. W. Melton, J. O. Shannon, W. L. Mack, R. H. Patton and R. H. Wall as the Board of Trustees of the First Methodist Church, Jonesboro, Arkansas, and unto their successors and assigns forever, the following described property located in the Western District of Craighead County, Arkansas, to wit:

Part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at a point 4 feet South of the Northeast Corner of said Lot or Block 3, thence West 50 feet; thence South 147 feet; thence East 50 feet; thence North 147 feet to the point of beginning.

To have and to hold the same unto the said L. E. Isom, Hoyt S. Purvis, Harold Smith, E. O. Cherry, M. W. Melton, J. O. Shannon, W. L. Mack, R. H. Patton and R. H. Wall as the Board of Trustees, First Methodist Church, Jonesboro, Arkansas, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said Grantees that we will forever warrant and defend the title to said lands against all claims whatever, save and except as to the hereinabove mentioned Mortgage.

And I, Helen S. Turman, wife of the said A. J. Turman, for the consideration herein mentioned, do hereby release and relinquish unto said Grantees all my right of Dower and Homestead in and to said lands.

Witness our hands and seals on this 24th day of June, 1960.

A. J. Turman
A. J. Turman

Helen S. Turman
Helen S. Turman

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

Be it remembered that on this day personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting A. J. Turman and Helen S. Turman, his wife, to me well known as the Grantors in the foregoing Warranty Deed, and stated that they had executed the same for the consideration and purposes therein contained and set forth.

And on the same day also voluntarily appeared before me the said Helen S. Turman, wife of the said A. J. Turman, to me well known, and in the absence of her said husband that she had, of her own free will, executed said Deed and signed and sealed the relinquishment of Dower and Homestead in the same for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public this 24th day of June, 1960.

(SEAL)
My Commission expires August 6, 1962

Jean Noell
Notary Public

175

Prepared by Carson Boethe, Jonesboro, Arkansas.

A true copy of the original as filed for record this 25th of June, 1960, at 9:45 A.M.

SEARCY TAYLOR, CIRCUIT CLERK

By Jane Heise D.C.

PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the sum of one dollar and the further consideration of the terms of this agreement Jonesboro Lumber Company a Corporation Party of the First Part, and W. E. Kiser and Ruth Marie Kiser, Parties of the Second part have agreed that the said Party of the First Part now owns Lots 1, 2, and 3 of Block "E" of the P. W. Caldwell's Subdivision of part of the SW 1/4 NW 1/4 Section 10, Township 14 North, Range 4 East and will convey the said premises to the said parties of the second part upon the following terms and conditions, to-wit:

Parties of the second part agree to make monthly payments in the sum of \$55.00 each month, to the Citizen's Federal Savings and Loan Association of Jonesboro, Arkansas, covering a loan for the principal sum of \$4,750.00.

Parties of the second part agree to make all payments of taxes, State and County and any special assessments that might be assessed against the premises herein stated.

Parties of the Second Part agree to keep premises insured with loss payable clause payable to the said Citizen's Federal Savings and Loan Association to the extent of coverage of any balance due on said loan.

Parties of the second part agree to pay all attorney's fees in connection with the loan and also pay recording costs and abstract costs in said premises.

It is agreed by and between the parties hereto that the said parties of the second part have possession of said premises and will continue to do so during the life of this agreement. Further that they will not sub-let any of same without written permission of the said party of the First Part.

Time is of the essence of this agreement and should the said parties of the second part allow any monthly payment become past due for a period of 90 days, then and in that event all monthly payments may be considered as rent, at the option of the said party of the First Part. Should a forfeiture arise the said parties of the second part agree to deliver peaceful possession of said premises just as renters from month to month.

When this agreement has been complied with in full the said party of the first part agrees to execute a deed to the said parties of the second part conveying title in fee simple, to the premises herein considered.

WITNESS our hands and seal this 21st day of June, 1960.

Jonesboro Lumber Company Inc.

By Claude R. Roach
PARTY OF FIRST PART Secy. & Treas.

W. E. Kiser

Ruth Marie Kiser
Parties of Second Part.

Subscribed and sworn to before me this 21st day of June, 1960.

(SEAL)
My Commission expires August 6, 1962.

Jean Noell
Notary Public

Prepared by John States, Jonesboro, Arkansas.

A true copy of the original as filed for record this 25th of June, 1960, at 10:00 A.M.

SEARCY TAYLOR, CIRCUIT CLERK

By Jane Heise D.C.

EXHIBIT A-5

C/O

404

**QUITCLAIM DEED
WITH RELINQUISHMENT OF DOWER**

KNOW ALL MEN BY THESE PRESENTS:

159/404

8-5-1964

THAT WE, Charles Franklin Parker and Gladys Parker, his wife, for and in consideration of the sum of \$1.00 cash in hand to us paid by Edith M. Schoenfield, the receipt of which is hereby acknowledged, and for the purpose of clearing title, do hereby grant sell and quitclaim unto the said Edith M. Schoenfield and unto her heirs and assigns forever, the following described real property situate in the Jonesboro District of Craighead County, Arkansas, to-wit:

A part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, being more particularly described as follows: Beginning 4 feet South and 50 feet West of the Northeast corner of said Lot 3; thence West a distance of 70 feet; thence South a distance of 142 feet; thence East a distance of 70 feet; thence North a distance of 142 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Edith M. Schoenfield and unto her heirs and assigns forever, with all appurtenances thereunto belonging.

AND I, Gladys Parker, wife of the said Charles Franklin Parker, for and in consideration of the said sum of money, do hereby release and relinquish unto the said Edith M. Schoenfield all my right or possibility of dower and homestead in and to the said real property.

WITNESS our hands and seals on this 28th day of July, 1964.

Charles Franklin Parker (SEAL)
Charles Franklin Parker

Gladys Parker (SEAL)
Gladys Parker

ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

BE IT REMEMBERED That on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Charles Franklin Parker and Gladys Parker, his wife, to me well known as the grantors in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

AND on the same day also voluntarily appeared before me the said Gladys Parker, wife of the said Charles Franklin Parker, to me well known, and in the absence of her said husband, declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and official seal as such Notary Public on this 28th day of July, 1964.

(SEAL)
My commission expires: Oct. 22, 1967

Ruth H. Taylor
Notary Public, Ruth H. Taylor
Santa Clara County, Calif.

Prepared by Frank Sloan, Atty., Jonesboro, Arkansas.

A true copy of the original as filed for record this 5 day of August, 1964 at 4:05 P.M.

SEARCY TAYLOR, CLERK

BY Jessica C. [Signature] D.C.

**WARRANTY DEED
(WIFE'S LAND)**

REVENUE PAID \$27.50

KNOW ALL MEN BY THESE PRESENTS:

*
THAT I, Edith M. Schoenfield, a married woman conveying my own separate property in my own right, for and in consideration of the sum of \$1.00 cash in hand to me paid by R.H. Patton, Roy Sigler, Marvin Melton, J.W. Ledbetter, W.L. Mack, R.H. Wall, Stanley Cox, Bill Hurt, Sr. and Eric Rogers, Jr. as Trustees of First Methodist Church, Jonesboro, Arkansas, the receipt of which is hereby acknowledged, and other good and valuable consideration do hereby grant, bargain, sell and convey unto the said Trustees, for the use and benefit of First Methodist Church, Jonesboro, Arkansas and unto their successors and assigns forever, the following described real property situate in the Jonesboro District of Craighead County, Arkansas, to-wit:

A part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, being more particularly described as follows: Beginning 4 feet South and 50 feet West of the Northeast corner of said Lot 3; thence West a distance of 70 feet;

thence South a distance of 142 feet; thence East a distance of 70 feet; thence North a distance of 142 feet to the point of beginning.

405

TO HAVE AND TO HOLD the same unto the said Trustees, for the use and benefit of First Methodist Church, Jonesboro, Arkansas, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

AND I hereby covenant with said Trustees, for the use and benefit of First Methodist Church, Jonesboro, Arkansas, their successors and assigns, that I will forever warrant and defend the title to the said real property against all lawful claims whatever.

WITNESS my hand and seal on this 5th day of August, 1964.

Edith M. Schoenfield (SEAL)
Edith M. Schoenfield

ACKNOWLEDGMENT

STATE OF ARKANSAS } ss
COUNTY OF CRAIGHEAD }

BE IT REMEMBERED that on this day personally appeared before me, the undersigned, a Notary Public within and for the County and State aforesaid, duly commissioned and acting, Edith M. Schoenfield, to me well known to be the grantor in the foregoing deed, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth; and declared herself to be a married woman conveying her own separate property in her own right.

WITNESS my hand and official seal as such Notary Public on this 5th day of August, 1964.

(SEAL)
My commission expires: August 5, 1966

Jean Noell
Notary Public

Prepared by Frank Sloan, Atty., Jonesboro, Arkansas.

A true copy of the original as filed for record this 5 day of August, 1964, at 4:10 P.M.

SEARCY TAYLOR, CLERK

BY Quinn Brown D.C.

WARRANTY DEED WITH RELINQUISHMENT OF DOWER

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Harold F. Roberts and Marjorie M. Roberts, his wife, for and in consideration of the sum of TEN & NO/100 (\$10.00) DOLLARS, together with other good and valuable considerations to us in hand paid by J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety, the receipt of which is hereby acknowledged and the further consideration of the assumption of and agreement to pay by the said J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety, the balance now due and owing on that certain Deed of Trust, dated February 12, 1963, in favor of J.H. Spears, Trustee for Guaranty Loan and Real Estate Company, a corporation, filed for record February 14, 1963 at 10:25 A.M. and recorded in MORTGAGE RECORD 115 PAGE 222, at Jonesboro, Arkansas, and by the said Guaranty Loan and Real Estate Company, a corporation, assigned to Astoria Federal Savings and Loan Association by Assignment dated April 15, 1963, filed for record April 17, 1963, at 8:00 A.M. and recorded in MORTGAGE RECORD 112 PAGE 290, at Jonesboro, Arkansas, do hereby grant, bargain, sell and convey unto the said J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety and unto their heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

Lot 12 in Block "A" of Brookhaven Addition to the City of Jonesboro, Arkansas, as shown by plat of record in Deed Book 123 at page 93, Subject to Bill of Assurance of record in BOOK 144 AT PAGE 574, and to easements shown on recorded plat.

TO HAVE AND TO HOLD the same unto the said J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety, and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with the said J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety, that we will forever warrant and defend the title to the said lands against all claims whatever, except as to the above mentioned Deed of Trust.

And I Marjorie M. Roberts, wife of the said Harold F. Roberts, for and in consideration of the said sum of money, do hereby release and relinquish unto the said J.C. Sutton and Wanda L. Sutton, his wife, as tenants by the entirety, all my right of dower and homestead in and to the said lands.

WITNESS our hands and seals on this the 11th day of June, 1963.

EXHIBIT A-6

(11)

and set forth.

44

And on the same day also voluntarily appeared before me Virgil Dorton wife of the said Estylene Dorton, to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead therein for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and official seal on this 12 day of March, 1965.

(SEAL)

My commission expires: 9/9/65

H.C. Houston
Notary Public

Prepared by E. D. McGowan, Attorney, Jonesboro, Arkansas.

A true copy of the original as filed for record this 8 day of May, 1965 at 10:00 A.M.

SEARCY TAYLOR, CLERK

BY Jessie Cason D.C. O

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That Jonesboro Storm Sewer and Drainage District Number Thirty (30) of Craighead County, Arkansas and Sub-district No. One (1) to Drainage District No. Thirty (30) by its commissioners A.L. Salmons, L.L. Travis, and Virgil Ballew in consideration of the sum of One Dollar and other good & valuable considerations paid to it by R.H. Patton, R.H. Wall, J.W. Ledbetter, Stanley Cox, W.L. Mack, Eric Rogers, Jr., Bill Hurt, Sr., Roy Sigler & Marvin Melton, trustees of the First Methodist Church do hereby grant, bargain, sell and quitclaim unto the said Trustees of the First Methodist Church and unto their successors & assigns subject to payments of assessment of benefits due said Drainage Districts, for the year 1965 and succeeding years, the following described lands; located in Craighead county, Arkansas:

The South 235 ft. of North 237.5 ft. of Blk. 2, Knight's 1st Addition to city of Jonesboro, Ark., the same being a part of the NE 1/4 of the NW 1/4 of Sec. 19, Twp. 14 N., Rge. 4 E., 300 Blk. 2, Main (Main Blkgs. & Chapel); Lot 2 in Block "B" of Frierson's 1st Addition to Jonesboro 123 S. Park (parsonage) The North 75 ft. of the East 100 ft., Lot 8, Block "A", A.R. Love's Add. to Jonesboro, Arkansas-1003 Chestnut (Asst. Master's parsonage) East of Lot or Block 3 Knight's First Addition to Jonesboro, more particularly described as follows: Begin at a point 4 ft. South 6' NE corner of said Lot or Block 3 and run West 50 ft; thence South 142 feet; thence East 50 ft; thence North 142 feet to the place of beginning-201 S. Matthews (Turner property) A part of Lot 3 Knight's First Addition to the city of Jonesboro, Ark., being more particularly described as follows: Begin 4 ft. South and 50 ft. West of the NE Corner of said Lot 3; thence West a distance of 70 ft; thence south a distance of 142 ft; thence east a distance of 70 ft; thence north a distance of 142 ft. to the point of beginning, -205 S. Matthews (Schoenfield Property).

To have and to hold the same unto the said Trustees and unto their successors and assigns forever.

It is expressly agreed that said Drainage Districts conveying such interest as they have in above described lands for the installment of assessment of benefits against above described lands for the year 1964 and prior years.

In witness whereof, the said Jonesboro Storm Sewer and Drainage District Number Thirty(30) and Subdistrict No. One (1) to Drainage District No. Thirty (30) has caused this instrument to be executed by its Board of Commissioners pursuant to the provisions of Section 21-501 to Section 21-580 inclusive, of the Statutes of Arkansas and amendatory acts thereto and its seal hereunto affixed on this 1st day of March, 1965.

JONESBORO STORM SEWER AND DRAINAGE DISTRICT NUMBER THIRTY (30) And Subdistrict No. One (1) to Drainage District No. Thirty (30)

(SEAL)

ATTEST: Virgil Ballew
SecretaryBY A.L. SalmonsVirgil BallewL.L. Travis
Commissioners

ACKNOWLEDGMENT

STATE OF ARKANSAS)SS
COUNTY OF CRAIGHEAD)

On this 1st day of March, 1965, appeared before me, a Notary Public, duly commissioned and acting within and for the state and county aforesaid, the within named

A.L. Salmons, L.L. Travis, and Virgil Ballew to me well known as the Commissioness of Jonesboro Storm Sewer and Drainage District Number Thirty (30) of Craighead County, Arkansas, and subdistrict Number One (1) of said Jonesboro Storm Sewer and Drainage District Number Thirty (30) and now existing as such, and stated that they had executed the foregoing instrument in their respective capacities as such commissioners for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal as such Notary Public.

(SEAL)

My commission expires: 1/4/68

Judith S. Rhodes
Notary Public

Prepared by Penix & Penix, Attorneys, Jonesboro, Arkansas.

A true copy of the original as filed for record this 8 day of May, 1965 at 10:35 A.M.

SEARCY TAYLOR, CLERK

BY Jeneice Croom D.C.

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, A corporation organized under the laws of the state of Arkansas, GRANTOR, by its President and Secretary, duly authorized by proper resolution of its Board of Directors, for the consideration of the sum of Forty-Five Thousand One Hundred Dollars (\$45,100.00)--in hand paid by WILLIAM J. BRYAN TILLEY AND LOUISE F. TILLEY, GRANTEE, as joint owners without right of survivorship the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said GRANTEE and unto their heirs (successors) and assigns forever the following described land, situated in Craighead county, Arkansas:

Lots 4 and 5 and the North Four (4) feet of Lot 6 of Block "E" of the original survey of the city of Jonesboro, Arkansas.

TO HAVE AND TO HOLD The same unto the said GRANTEES, WILLIAM J. BRYAN TILLEY AND LOUISE F. TILLEY, as joint owners without right of survivorship and unto their heirs (successors) and assigns forever, with all appurtenances thereunto belonging. And GRANTOR hereby covenants with the said GRANTEE that it will forever warrant and defend the title to said lands against all claims whatever.

IN TESTIMONY WHEREOF, The name of the grantor is hereunto affixed by its President and attested and its seal affixed by its Secretary, this 7th day of May, 1965.

(CORPORATE SEAL)

CITY WATER AND LIGHT PLANT OF
THE CITY OF JONESBORO, A CORPORA-
TION

ATTEST: G.K. Matthews
G.K. Matthews, Secretary

BY William R. Stuck
Wm. R. Stuck, Chairman

ACKNOWLEDGMENT

STATE OF ARKANSAS)SS
COUNTY OF CRAIGHEAD)

On this day, before me personally appeared Wm. R. Stuck and G.K. Matthews to me personally well known, who acknowledged that they were the Chairman and Secretary of CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this 7th day of May, 1965.

(SEAL)

My commission expires September 17, 1966

Erma Brady
Notary Public

Prepared by Frierson, Walker & Snellgrove, Attys., Jonesboro, Ark.

A true copy of the original as filed for record this 8 day of May, 1965 at 11:00 A.M.

SEARCY TAYLOR, CLERK

BY Jeneice Croom D.C.

6-122

EXHIBIT A-7

QUITCLAIM DEED

WITH RELINQUISHMENT OF DOWER

187-601
1-6-1972

KNOW ALL MEN BY THESE PRESENTS:

THAT WE A. J. Turman
and Helen S. Turman, his wife
for and in consideration of the sum of One and no/100
(\$1.00) DOLLARS
and other good and valuable considerations to us in hand paid by
First United Methodist Church of Jonesboro, Arkansas, the receipt
of which is hereby acknowledged

do hereby grant, sell and quitclaim unto the said First United Methodist Church
of Jonesboro, Arkansas

and unto its successors
and assigns forever, the following lands lying in the
County of Craighead and State of Arkansas, to-wit: All of our right, title,
claim and interest in and to a part of Block 3 of Knight's First Addition
to the City of Jonesboro, Arkansas, more particularly described as
follows: Commence at the Southeast corner of said Block 3; thence North
along the West line of Union Street 95 feet to the point of beginning
proper; thence West parallel with Warner Avenue 50 feet; thence North
parallel with Union Street 2 feet; thence West parallel with Warner Avenue
20 feet; thence North parallel with Union Street 57 feet; thence
East parallel with Warner Avenue 20 feet; thence South parallel with
Union Street 5 feet; thence East parallel with Warner Avenue 50 feet to
the West line of Union Street; thence South along the West line of Union
Street 1.6 feet; thence West parallel with Warner Avenue 68.6 feet;
thence South parallel with Union Street 47.8 feet; thence East parallel
with Warner Avenue 21.6 feet; thence South parallel with Union Street
2.6 feet; thence East parallel with Warner Avenue 47 feet to the West
line of Union Street; thence South along the West line of Union Street
2 feet to the point of beginning proper.

To have and hold the same unto the said First United Methodist Church
of Jonesboro, Arkansas

and unto its successors
and assigns forever, with all appurtenances thereto belonging.

And I, Helen S. Turman
wife of the said A. J. Turman
for and in consideration of the said sum of money, do hereby release and relinquish unto
the said First United Methodist Church of Jonesboro, Arkansas

all my right of dower and homestead in and to the said lands.

WITNESS our hands and seals on this 1st day of January, 1972

A. J. Turman (SEAL)

Helen S. Turman (SEAL)

ACKNOWLEDGMENT

STATE OF ARKANSAS,
County of Craighead

ss.

ss.

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting: A. J. Turman and Helen S. Turman, his wife

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Helen S. Turman

wife of the said A. J. Turman

to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said Deed and signed and sealed the relinquishment of dower and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 5th day of January, 19 72

My Commission Expires August 6, 1974
(Seal)

Jean Hall
Notary Public

CERTIFICATE OF RECORD

STATE OF ARKANSAS,
County of Craighead

ss.

ss.

I, OPTE CHAMBERS, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 6th day of Jan., A. D., 19 72, at 10:05 o'clock A. M., and the same is now duly recorded, with acknowledgments and certificates thereon in "Record Book" 187, page 601.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 6th day of Jan., 19 72.

OPTE CHAMBERS
Circuit Clerk and Ex-Officio Recorder

Ann Hudson
D. C.

QUITCLAIM

DEED

WITH RELINQUISHMENT

OF DOWER

FROM

A. J. TURMAN and

HELEN S. TURMAN,

his wife;

TO

FIRST UNITED METHODIST

CHURCH, JONESBORO, ARK.

Filed for Record this 6th day ofJan, 19 72at 10:05 o'clock A. M.By Opie Chambers, ClerkD. C. Ann Hudson

PREPARED BY
MARKLE ABSTRACT COMPANY
ABSTRACTS OF TITLES
JONESBORO, LAKE CITY, ARKANSAS

EXHIBIT A-8

pd

Wm. Stuck
Box 280

599

9/0

Warranty Deed

187-599

WITH RELINQUISHMENT OF POWER

1-6-1972

Know All Men By These Presents:

THAT WE, A. J. Turman

and Helen S. Turman

his wife,

for and in consideration of the sum of Ten and no/100

(\$10.00)

DOLLARS

and other good and valuable considerations to us in hand paid by
First United Methodist Church of Jonesboro, Arkansas, the receipt
of which is hereby acknowledged

do hereby grant, bargain, sell and convey unto the said First United Methodist Church
of Jonesboro, Arkansas

and unto its successors
~~heirs~~ and assigns forever, the following lands lying in the County of Craighead and

State of Arkansas, to-wit:

A part of Block 3 of Knight's First Addition to the City of Jonesboro
Arkansas, more particularly described as follows: Commence at the
Southeast corner of said Block 3; thence North 97 feet to the point
of beginning proper; thence West parallel with Warner Avenue 47 feet;
thence North parallel with Union Street 2.6 feet; thence West parallel
with Warner Avenue 21.6 feet; thence North parallel with Union Street
47.8 feet; thence East parallel with Warner Avenue 68.6 feet to the
West line of Union Street; thence South along the West line of Union
Street 50.4 feet to the point of beginning.

To have and to hold the same unto the said First United Methodist Church of
Jonesboro, Arkansas

and unto its successors
~~heirs~~ and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said First United Methodist Church of Jonesboro
Arkansas

that we will forever warrant and defend the title to the said lands against all claims whatever.

And I, Helen S. Turman

wife of the said A. J. Turman

for and in consideration of the said sum of money, do hereby release and relinquish unto the said

First United Methodist Church of Jonesboro, Arkansas

all my right of dower and homestead in and to said lands.

WITNESS our hands and seals on this 5th day of January, 19 72

A. J. Turman

(L. S.)

Helen S. Turman

(L. S.)

ACKNOWLEDGMENT

STATE OF ARKANSAS,

County of Craighead

SS.

SS.

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting A. J. Turman and Helen S. Turman, his wife

to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Helen S. Turman

, wife of the said A.J. Turman

to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said Deed and signed and sealed the relinquishment of dower and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public on this 5th day of January, 19 72

My Commission Expires August 6, 19 74.
(Seal)

Jean Neel
Notary Public

CERTIFICATE OF RECORD

STATE OF ARKANSAS,

County of Craighead

SS.

SS.

I, OPIE CHAMBERS, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 6th day of Jan., A.D., 19 72, at 10:00 o'clock A. m. and the same is now duly recorded, with acknowledgments and certificates thereon in Deed Record 187 page 599.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Court this 6th day of Jan., 19 72.

OPIE CHAMBERS

Circuit Clerk and Ex-Officio Recorder

Anne Hudson

D. C.

Warranty Deed

WITH
RELINQUISHMENT OF DOWER

FROM

A. J. TURMAN and
HELEN S. TURMAN,
his wife;

TO

FIRST UNITED METHODIST
CHURCH OF JONESBORO,
ARKANSAS.

Filed for Record this 6th day of

Jan., 19 72

at 10:00 o'clock A. M.

Opie Chambers, Clerk

By Anne Hudson, D. C.

THIS INSTRUMENT PREPARED BY
MARKLE ABSTRACT COMPANY
ABSTRACTERS OF TITLES
JONESBORO-LAKE CITY, ARKANSAS

EXHIBIT A-9

ARIZONA
\$1.40
0131588

11

SPECIAL WARRANTY DEED
(CORPORATION)
202-307
8-10-1973

\$1.40
\$1.40
0131589 0131587

KNOW ALL MEN BY THESE PRESENTS:

That MOBIL OIL CORPORATION successor to MAGNOLIA PETROLEUM COMPANY

a corporation organized under and by virtue of the laws of the NEW YORK

by its Authorized Officer and Secretary, duly authorized hereto by proper resolution of its Board of Directors,

for the consideration of the sum of Ten Dollars (\$10.00) & other good &

valuable consideration

in hand paid by Clyde L. Knight, Allen Nixon, Harold Smith, E.O. Cherry, Bill Lacey, Tom Loberg, W. M. Davis, Damon Mathis, Trustees of the First Methodist Church, Jonesboro, Arkansas, the receipt of which is hereby acknowledged, does grant, sell and convey unto the said

Trustees

and successors unto their ~~heirs~~ and assigns forever the following described land, situated in the County of

Craighead State of Arkansas, to-wit: Part of Block 2 of Knight's First Addition to the town of Jonesboro, Arkansas, more particularly described as follows: Beginning at the southeast corner of block 2 aforesaid running thence north 62½° thence west 90°; thence south 62½° thence east 90°; to the place of beginning, being a lot 62½' fronting on Main St., and 90' fronting on Warner Avenue, the west 10° of which is to be left for private driveway for all houses in the block and being a part of the northwest quarter of section 19, township 14 north, and range 4 east.

As part of the consideration for this conveyance Grantees for themselves their successors and assigns, covenant and this conveyance is made and accepted upon the express covenant and agreement that neither the premises hereby conveyed, nor any part thereof shall at any time for a period of five (5) years from the date hereof be used for the storage, sale, distribution or advertising of automotive fuel or lubricants or either of them; that this covenant is to run with the land hereby conveyed and every part thereof, and that a similar restrictive covenant shall be inserted in any deed or lease or other instrument conveying or demising the land hereby conveyed or any part thereof.

TO HAVE AND TO HOLD the same unto the said Trustees

and unto their ~~heirs~~ ^{successors} and assigns forever, with all appurtenances thereunto belonging. And MOBIL OIL CORPORATION

DOES

hereby covenant with the said

Trustees

that it

will forever warrant and defend the title to said lands against all claims and encumbrances done or suffered by it, but against none other.

IN TESTIMONY WHEREOF, the name of the grantor is hereunto affixed by its Authorized Officer and its seal affixed by its Secretary, this 30th day of July 1973.

MOBIL OIL CORPORATION

L. S.

Authorized Officer F. W. LIND L. S.

Assistant Secretary G. D. FROST L. S.

5-20
0354589

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

308

I, JOSEPH ZOLNOWSKI, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that P. W. MATTY, personally known to me to be the Authorized Officer of MOBIL OIL CORPORATION a New York corporation and G. D. FROST, personally known to me to be the Assistant Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the attached instrument, appeared before me this day in person and severally acknowledged that as such Authorized Officer and Assistant Secretary, they signed and delivered the said instrument as Authorized Officer and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of July 1973.

My Commission Expires: MARCH 30, 1974

Joseph Zolnowski
Notary Public
JOSEPH ZOLNOWSKI
NOTARY PUBLIC, State of New York
No. 41-9810950
Qualified in Queens County
Cert. Filed in New York County
Term Expires March 30, 1974

My commission expires

SPECIAL WARRANTY DEED
(CORPORATION)

TO

Filed for Record this 10 day of August, 1973 at 9:25 o'clock A. M.

Clerk

D. C.

Opie Chambers
By *Shirley Becker*

CERTIFICATE OF RECORD

STATE OF ARKANSAS,
County of Craighead } ss.

I, OPIE CHAMBERS, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 10th day of August A. D. 19 73, at 9:25 o'clock A. M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in "Record Book 202," Page 307.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 10th day of August, 19 73.

OPIE CHAMBERS

Circuit Clerk and Ex-Officio Recorder.

By *Shirley Becker* D. C.

EXHIBIT A-10

①

266-121
01-30-1979

WARRANTY DEED

121

KNOW ALL MEN BY THESE PRESENTS:

THAT Peggy Ann Moore, a married woman, owning and conveying
in her own right, ~~an unmarried person,~~
for and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration in hand
paid by First United Methodist Church of Jonesboro
the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said
First United Methodist Church of Jonesboro
successors
and unto its ~~heirs~~ and assigns forever, the following lands lying in the County of Craighead
and State of Arkansas, to-wit:

A rectangular strip 40 feet wide off of the
South end of the following described lot:
Part of Lot 3 of Knight's Addition to Jones-
boro, Arkansas, described as follows: Com-
mencing 4 feet South of the Northwest Corner
of said lot; thence East 50 feet; thence
South 142 feet; thence West 50 feet; thence
North 142 feet to beginning point.

To have and to hold the same unto the said First United Methodist Church of
Jonesboro
successors
and unto its ~~heirs~~ and assigns forever, with all appurtenances thereunto belonging.
And I hereby covenant with said First United Methodist Church of
Jonesboro that I will forever warrant and defend
the title to said lands against all lawful claims whatever.

WITNESS my hand, and seal on this January 19 79

Peggy Ann Moore [SEAL]
Peggy Ann Moore [SEAL]

122

ACKNOWLEDGMENT

STATE OF ARKANSAS, }
County of Craighead } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a
Notary Public, within and for the County aforesaid, duly
commissioned and acting Peggy Ann Moore to me well known
as the grantor in the foregoing Deed, and acknowledged that she had executed the same
for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public
on this 30th day of January 19 79

[Signature]
Notary Public

My Com. Exp.:

3/25/82

WARRANTY DEED

UNMARRIED PERSON

TO

Filed for record on this 30th day of January 19 79
at 2:35 o'clock P. M.
By Opie Chambers Clerk.
Shirley Smith D. C.

FORM NO. 806 CLASS 2

CERTIFICATE OF RECORD

STATE OF ARKANSAS, }
County of CRAIGHEAD } SS.

I, OPIE CHAMBERS, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid, do hereby certify that the within and foregoing instrument of writing was filed for record in my office on this 30th day of JANUARY A. D. 19 79 at 2:35 o'clock P. M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in "Record Book 266," Page 121.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 30th day of JANUARY 19 79

OPIE CHAMBERS Clerk.

by Rosalie Hardin S.C.

EXHIBIT A-11

MOONEY & BOONE, ATTORNEYS
JONESBORO, ARKANSAS 72401

668

266-688
3-01-1979

WARRANTY DEED

UNMANNED PERSON X

FORM No. 880
CLASS B

② & ③
§ Part of ①

KNOW ALL MEN BY THESE PRESENTS:

THAT Iva D. Bradshaw, a married woman owing & conveying in
her own right,
for and in consideration of the sum of Ten Dollars (\$10.00) and other good and
valuable consideration in hand
paid by First United Methodist Church of Jonesboro, Arkansas
the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said
First United Methodist Church of Jonesboro, Arkansas
successors
and unto its heirs and assigns forever, the following lands lying in the County of
Craighead
and State of Arkansas, to-wit:

A part of Lot or Block 3 of Knight's First Addition to the
City of Jonesboro, Arkansas, more particularly described
as follows: Beginning at the Northwest Corner of said Lot
or Block 3 and run South along the West Line thereof 4 feet
to the point of beginning proper; thence continue South
along said West line 102 feet; thence East 50 feet; thence
South 40 feet; thence East 50 feet; thence North 142 feet;
thence West 100 feet to the point of beginning proper.

To have and to hold the same unto the said First United Methodist Church of
Jonesboro, Arkansas,
successors
and unto its heirs and assigns forever, with all appurtenances thereunto belonging.
And I hereby covenant with said First United Methodist Church
of Jonesboro, Arkansas, that I will forever warrant and defend
the title to said lands against all lawful claims whatever.

WITNESS my hand and seal, on this day of 1979

Iva D. Bradshaw [SEAL]
Iva D. Bradshaw [SEAL]

ACKNOWLEDGMENT

669

STATE OF ARKANSAS, }
County of Craighead } SS.

BE IT REMEMBERED, That on this day came before me, the undersigned, a
Notary Public within and for the County aforesaid, duly
commissioned and acting Iva D. Bradshaw to me well known
as the grantor in the foregoing Deed, and acknowledged that she had executed the same
for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public
on this 1st day of March 1979

Iva D. Bradshaw
Notary Public

My Com. Exp.:

3/25/84

WARRANTY DEED

UNMARRIED PERSON

TO

Filed for record on this 1st

day of March 1979

at 11:25 o'clock A. M.

By *Opie Chambers* Clerk.

By *Carol Miller* D.C.

FORM NO. 84 CLASS 1

CERTIFICATE OF RECORD

STATE OF ARKANSAS, }
County of CRAIGHEAD } SS.

I, OPIE CHAMBERS, Clerk of the Circuit Court and Ex-Officio Recorder for
the County aforesaid, do hereby certify that the within and foregoing instrument of writing was
filed for record in my office on this 1st day of March A. D. 1979
at 11:25 o'clock A. M., and the same is now duly recorded, with the acknowledgments
and certificates thereon, in "Record Book 266" Page 668.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said
Court, this 1st day of March 1979

OPIE CHAMBERS

Clerk.

By *Carol Miller*

EXHIBIT A-12

ADMINISTRATORS' DEED

M.G. Sparlock
1106 Robin Rd

BK 280-622

KNOW ALL MEN BY THESE PRESENTS:

THAT, whereas, Ana Sloan and Eugene E. Sloan, joint administrators of the estate of Clay A. Sloan, deceased, procured an order from the Probate Court for the Jonesboro District of Craighead County, Arkansas, to sell the interest of the estate of Clay A. Sloan, deceased, in and to the following described real property, located in Craighead County, Arkansas:

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas.

WHEREAS, the value of the above described property was previously appraised by three disinterested persons to have a value of \$20,000.00 for the land; and

WHEREAS, the purchaser, the Board of Trustees, United Methodist Church, Jonesboro, Arkansas, has paid said administrators \$20,000.00 and

WHEREAS, the said administrators filed their Report of said sale on June 2, 1980, with the Clerk of the Probate Court for the Jonesboro District of Craighead County, Arkansas, said report being duly verified by the affidavit of said administrators stating that the administrators did not directly or indirectly acquire any beneficial interest in the proceeds of the sale of the interest of said estate in said property and was not interested in same. Said Report having been presented to the court on June 2, 1980, and the court having carefully examined same and being satisfied that the sale had in all respects been legally made, then and there, on said date, duly confirmed the said sale and ordered the executor to deliver a deed to the purchaser, the Board of Trustees, United Methodist Church, Jonesboro, Arkansas, conveying the interest of the estate of Clay A. Sloan, deceased in said lands.

NOW, THEREFORE, we, Ana Sloan and Eugene E. Sloan, joint administrators of the estate of Clay A. Sloan, deceased, by virtue of the power vested in us by law and the order of said probate court, and in consideration of the sum of \$20,000.00 paid to us by the Board of Trustees, United Methodist Church, Jonesboro, Arkansas, the purchaser, do hereby by these presents bargain, sell and convey unto the said purchaser, all of the right, title and interest of the estate of Clay A. Sloan, deceased, in and to the following described real property located in Craighead County, Arkansas:

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas.

FILED
JUN 2 1980
HAROLD THOMPSON
County Clerk

discharged from all liability for the debts of the estate of Clay A. Sloan, deceased.

TO HAVE AND TO HOLD the above described premises, together with all improvements and appurtenances thereunto belonging or in any wise appertaining, unto the said Board of Trustees, United Methodist Church, Jonesboro, Arkansas.

GIVEN under my hand and seal this May 13, 1980.

Ana Sloan
Ana Sloan, administrator

Eugene E. Sloan
Eugene E. Sloan, administrator

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF GARLAND

On this May 13, 1980, before me, the undersigned, notary public, personally appeared Ana Sloan, known to me to be the person whose name is subscribed as one of the joint administrators of the estate of Clay A. Sloan, deceased, to the above and foregoing instrument, and acknowledged that she had executed the same as said administrator for the consideration and purposes contained in said instrument.

In Witness Whereof, I have hereunto set my hand and official seal on the date first mentioned above.

Norothy Johnson
Notary Public

My Commission expires: My Commission Expires 5-3-83

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF GARLAND

On this May 13, 1980, before me, the undersigned, notary public, personally appeared Eugene Sloan, known to me to be the person whose name is subscribed as one of the joint administrators of the estate of Clay A. Sloan, deceased, to the above and foregoing instrument, and acknowledged that he had executed the

FILED
JUN 2 1980
HAROLD THOMPSON
County Clerk

same as said administrator for the consideration and purposes contained in said instrument.

IN Witness Whereof, I have hereunto set my hand and official seal on the date first mentioned above.

Margaret P. Johnson
Notary Public

My Commission expires: June 2, 1980

ORDER

On this date Ana Sloan and Eugene E. Sloan, joint administrators of the estate of Clay A. Sloan, deceased, presented to the court their foregoing deed to the Board of Trustees, United Methodist Church, Jonesboro, Arkansas, the purchaser. Upon examination, their said deed is in all things approved, and the said joint administrators are directed to deliver same to the purchaser.

ENTERED: June 2, 1980.

Eugene E. Bradley
PROBATE JUDGE

CERTIFICATE OF RECORD

STATE OF ARKANSAS)
County of Craighead) SS

I, Opie Chambers, Clerk of the Circuit Court and Ex-Officio Recorder for the County of Craighead, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 3 day of June A.D. 1980 at 3:00 P.M., and the same is now duly recorded, with the appropriate index and certificate, shown in Record Book Vol. 280 Page 622.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court at 3rd day of June 1980.

Opie Chambers, Circuit & Chancery Court Clerk
By *Janette Bishop* Deputy Clerk

FILED FOR RECORD

This 3 day of June, 1980

At 3:00 o'clock P.

Opie Chambers

Circuit & Chancery Court Clerk

By *Janette Bishop*

FILED
JUN 2 1980
JANETTE THOMPSON
CLERK

EXHIBIT A-13

BK 280

789

mail: 1100 Robin Road

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That B. & G. Land Co., a corporation organized and doing business under the laws of the State of Arkansas, by its President and Secretary, duly authorized by proper resolution of its Board of Directors, for and in consideration of the sum of TWENTY TWO THOUSAND FIVE HUNDRED & NO/100 DOLLARS (\$22,500.00), \$500.00 receipt of which is hereby acknowledged and the balance of \$22,000.00 payable in 44 annual installments of \$500.00 each plus interest at 10% per annum with each installment and interest payable June 1 of each year with the first payment due June 1, 1981, paid by M. G. Spurlock, Bill Hurt, Jr., Les Abernathy, Carl Heringer, Mrs. Zada Martin, Ed Cunningham, Grover Freeman and Tom McDonald, Trustees for First United Methodist Church of Jonesboro, Arkansas, does grant, bargain, sell and convey unto the said Trustees and their successors and assigns forever, the following described lands, situated in Craighead County, Arkansas:

West Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and the West Half of the South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas.

TO HAVE AND TO HOLD the same unto the said Trustees and unto their successors duly appointed and qualified to the proper use and benefit forever of First United Methodist Church, Jonesboro, Arkansas, with all appurtenances thereunto belonging. And B. & G. Land Co. hereby covenants with the said Trustees that it will forever warrant and defend the title to said lands against all claims whatever.

IN WITNESS WHEREOF, the said B. & G. Land Co., a corporation, has caused these presents to be signed by its President, attested by its Secretary, and its corporate seal to be hereunto affixed on this June 6, 1980.

B. & G. LAND CO., A Corporation

by Eugene Sloan
Eugene Sloan President

ATTEST:

Patricia Sloan Chambers
Patricia Sloan Chambers, Secretary

(Corporate Seal)

This instrument was prepared by
Penix, Penix & Mixon, Attys.
Jonesboro, Arkansas

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

On this day, before me personally appeared Eugene Sloan and Patricia Sloan Chambers, to me personally well known, who acknowledged that they were the President and Secretary of B. & G. Land Co., a corporation, and that they, as such officers, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as such officers.

WITNESS my hand and official seal this June 6th, 1980.

Dorothy Ann Wilkins
Notary Public

My commission expires: 3-15-81

FILED FOR RECORD

This 11 day of June, 1980

At 11:55 o'clock A. M.

OPIE CHAMBERS

Circuit & Chancery Court Clerk

By Rosalie Hardin

CERTIFICATE OF RECORD

STATE OF ARKANSAS)
County of Craighead) SS

I, Opie Chambers, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 11th day of June A.D. 1980

at 11:55 A.M., and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book Vol. 280 Page 789

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court this 11th day of

June A.D. 1980

Opie Chambers, Circuit & Chancery Court Clerk

By Johnnie Bishop Deputy Clerk

EXHIBIT A-14

11

OK 523 Page 562



WARRANTY DEED

With Relinquishment Of Dower & Curtesy

562

Know All Men By These Presents:

That we, J. W. Werner and Esther Werner, his wife, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valu-

able considerations to us in hand paid by Bill Hurt, Sr., Carl Barkley, Stanley Cox, George Love, Dr. Weldon Rainwater, Grady Jo Delaney, LaNita Cooper, M. G. Spurlock and Martha Wall, as Trustees of First United Methodist Church, Jonesboro, Arkansas, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Bill Hurt Sr., Carl Barkley, Stanley Cox, George Love, Dr. Weldon Rainwater, Grady Jo Delaney, LaNita Cooper, M. G. Spurlock and Martha Wall, as Trustees of First United Methodist Church, Jonesboro, Arkansas, and unto their successors and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

A part of Lot 2 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Begin at the Southwest corner of the above described lot and running thence East 48 feet; thence North 62 1/4 feet; thence West 48 feet; thence South 62 1/4 feet to the point of beginning.

To have and to hold the same unto the said Bill Hurt, Sr., Carl Barkley, Stanley Cox, George Love, Dr. Weldon Rainwater, Grady Jo Delaney, LaNita Cooper, M. G. Spurlock and Martha Wall, as Trustees of First United Methodist Church, Jonesboro, Arkansas, and unto their successors duly appointed and qualified to the proper use and benefit forever of First United Methodist Church, Jonesboro, with all appurtenances thereunto belonging.

And we hereby covenant with said Bill Hurt, Sr., Carl Barkley, Stanley Cox, George Love, Dr. Weldon Rainwater, Grady Jo Delaney, LaNita Cooper, M. G. Spurlock and Martha Wall, as Trustees of First United Methodist Church, Jonesboro, Arkansas, that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, J. W. Werner and Esther Werner for and in consideration of the said sum of money, do hereby release and relinquish, unto the said Bill Hurt, Sr., Carl Barkley, Stanley Cox, George Love, Dr. Weldon Rainwater, Grady Jo Delaney, LaNita Cooper, M. G. Spurlock and Martha Wall, as Trustees of First United Methodist Church, Jonesboro, Arkansas, our rights of dower, curtesy and possibility of Homestead in and to said lands.

WITNESS our hands and seals on this 23rd day of August, 1985..

J.W. WERNER

(L.S.)

ESTHER WERNER

(L.S.)

323-562 9-12-1985

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD } ss

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting J. W. Werner and Esther Werner, his wife, to me well known as the grantors in the foregoing Deed, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth.

And on the same day also voluntarily appeared before me each of the said grantors separately, and each grantor in the absence of such grantor's spouse declared that he or she had, of his or her own free will, executed said Deed and signed and sealed the relinquishment of dower, curtesy and homestead in the said Deed for the consideration and purposes therein contained and set forth, without compulsion or undue influence of such grantor's spouse.

WITNESS my hand and seal as such Notary Public on this 23rd day of August, 1985.

Paul D. Brady
Notary Public

My Commission Expires:

8/17/92

This instrument prepared by Jack Segars, Attorney at Law, Jonesboro, Arkansas.

I hereby certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Don't Ruffel
Don't Ruffel & Co., Inc.
801 S. Main
Columbia, Ark. 72401
Address

563

FILED FOR RECORD

This 2 day of Sept 1985

At 3:30 o'clock P.M.

PAT FLEETWOOD
Circuit & Chancery Court Clerk

Pat Fleetwood

CERTIFICATE OF RECORD

STATE OF ARKANSAS } ss.
County of Craighead

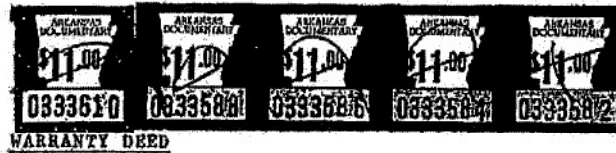
I, PAT FLEETWOOD, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 12th day of Sept. A.D. 1985 at 3:30 o'clock P.M. and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book, Vol. 323 Page 562-563

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court this 12 day of Sept A.D. 1985

PAT FLEETWOOD, Clerk

Pat Fleetwood Deputy Clerk

EXHIBIT A-15



KNOW ALL MEN BY THESE PRESENTS:

THAT We, DAVID L. HAMILTON and ANNABEL HAMILTON, husband and wife, Grantors, for and in consideration of the sum of FIFTY THOUSAND DOLLARS (\$50,000) and other good and valuable considerations in hand paid by BILL HURT, SR., CARL BARKLEY, STANLEY COX, GEORGE LOVE, DR. WELDON RAINWATER, GRADY JO DELANEY, LANITA COOPER, M. G. SEURLOCK and MARTHA WALL, AS TRUSTEES OF FIRST UNITED METHODIST CHURCH, JONESBORO, ARKANSAS, Grantees, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Trustees and unto their successors and assigns forever, the following lands lying in Craighead County, Arkansas, to-wit:

A part of Block Two (2) of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Southeast corner of said Block 2, thence running West 90 feet to the point of beginning proper, thence North 62 1/2 feet, thence West 52 feet, thence South 62 1/2 feet, thence East 52 feet to the point of beginning, same being a lot facing 52 feet on Warner Avenue and extending back 62 1/2 feet. Also, all right, title, and interest in the West 10 feet of the following property, Beginning at the Southeast Corner of the aforesaid Block 2, running thence North 62 1/2 feet, thence West 90 feet, thence South 62 1/2 feet, thence East 90 feet to the point of beginning, said West 10 feet being left for a private driveway. Also all right, title and interest in 10 feet off of the North end of the following property, Beginning at the Southwest Corner of the aforesaid Block 2 and running East 100 feet, thence North 62 1/2 feet, thence West 100 feet, thence South 62 1/2 feet to the point of beginning, said 10 feet having been formerly used as a private alley.

TO HAVE AND TO HOLD the same unto the said Trustees and unto their successors duly appointed and qualified to the proper use and benefit forever of First United Methodist Church, Jonesboro, Arkansas, with all appurtenances thereunto belonging.

This Instrument Prepared By
BARRETT, WHEATLEY, SMITH & DEACON
A Professional Association
Attorneys at Law
Jonesboro, Arkansas

323-690
9-18-1985

D323-690

WARRANTY DEED

Page Two

And we hereby covenant with said Grantees that we will forever warrant and defend the title to the said lands against all claims whatever.

And each of us for the consideration aforesaid, does hereby separately release and relinquish unto the said Grantees all our rights of dower, curtesy and homestead in and to the said lands,

WITNESS our hands and seals on this 13th day of September, 1985.

David L. Hamilton
David L. Hamilton

Annabel Hamilton
Annabel Hamilton

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

BE IT REMEMBERED, That on this day came before me the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting David L. Hamilton and Annabel Hamilton, husband and wife, to me well known as the Grantors in the foregoing Warranty Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 13th day of September, 1985.

Cheryl Lynn Smith
Notary Public

My Commission Expires:

1-8-90

691

CERTIFICATE OF RECORD

STATE OF ARKANSAS } ss.
County of Craighead }

I, PAT FLEETWOOD, Clerk of the Circuit Court and Ex-Officio Recorder for the County aforesaid do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on 18th day of Sept A.D. 1985 at 4:30 o'clock P. M. and the same is now duly recorded, with the acknowledgment and certificate thereon, in Record Book, Vol. 323 Page 690-691.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court this 18th day of Sept A.D. 1985.

PAT FLEETWOOD, Clerk

Cheryl Lynn Smith

NOTARY PUBLIC
H 19 Sept 1985
at 4:30 P.M.

Notary Public

Cheryl Lynn Smith

EXHIBIT A-16

C/O

572-263

3-05-1999

REVENUE STAMPS
\$ 907.50WARRANTY DEED

RAD IV

Lenders Title Company
2207 Fowler Avenue
Jonesboro, Arkansas 72401
EG9-19008J

KNOW ALL MEN BY THESE PRESENTS:

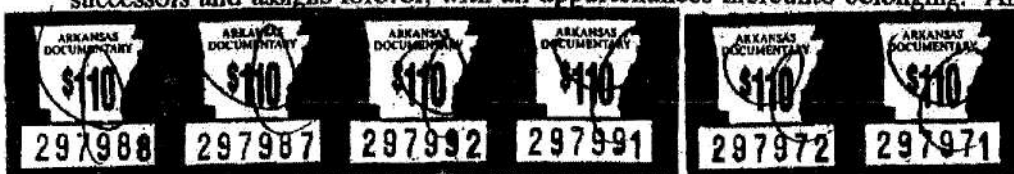
#24835

That RAD IV (Grantor), Arkansas general partnership comprised of Larry J. Bodeker, John H. Buckner, William L. Garner and William Robert Green, by its duly authorized partner, William Robert Green for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid by FIRST UNITED METHODIST CHURCH, Jonesboro, Arkansas, (Grantee) an unincorporated nonprofit association, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee and unto Grantee's successors and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

TRACT 1: Part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, the same being more particularly described as follows: Begin at the Southeast Corner of said Lot 3; then running West 50 feet; thence North 95 feet; thence East 50 feet; thence South 95 feet to the point of beginning, being a lot 50 x 95 feet, fronting on Warner Avenue and running North 95 feet on Union Street; and

TRACT 2: Part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at a point 50 feet West of the Southeast Corner of Lot or Block 3 aforesaid; thence West 70 feet; thence North 143 feet; thence East 50 feet; thence South 46 feet; thence East 20 feet; thence South 97 feet to the point of beginning.

To have and to hold the same unto the said Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging. And Grantor



hereby covenants with said Grantee that Grantor will forever warrant and defend the title to said lands against all lawful claims whatever.

Executed for and on behalf of the Grantor, by its duly authorized partner on this 2nd day of March, 1999.

RAD IV an Arkansas General Partnership

By: William Robert Green
William Robert Green, Partner

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned, qualified, and acting, WILLIAM ROBERT GREEN, to me well known as the person executing the above and foregoing WARRANTY DEED and stated that he had executed the same for the considerations, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 2nd day of March, 1999.

My Commission Expires:
12-1-2006



THIS INSTRUMENT PREPARED BY:

Randall W. Ishmael
Attorney at Law
P.O. Box 4096
Jonesboro, AR 72403-4096

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Lender Title, agent for
First United Methodist Church.
801 S. Main
Jonesboro, AR
72401

DEED Book 572 Pg 265

DEED BOOK 572 PAGE 263-265
DATE : 03-05-1999
TIME : 10:57:37 A.M.
FILED & RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY, AR.
ANN HUDSON
CIRCUIT CLERK

Shanna Vickus L.C.



EXHIBIT A-17

3125



* J B 2 0 1 0 R - 0 0 0 5 8 7 3 *

JB2010R-000587

CAROLYN YORK

CRAIGHEAD COUNTY

RECORDED ON:

10/06/2010 10:53AM

BY [Signature] D. C.

Type of Instrument: Warranty Deed
 Grantor: First Christian Church
 Grantee: First United Methodist Church

This Instrument Prepared By:
 Wilcox Parker Hurst Lancaster & Lacy PLC
 Attorneys at Law
 3000 Browns Lane
 Jonesboro, Arkansas 72401
 At the request and on behalf of
 Professional Title Services of Arkansas, LLC

After Recording Return to:
 Professional Title Services of Arkansas, LLC
 906 A Southwest Drive
 Jonesboro, Arkansas 72401

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **First Christian Church, Grantor**, by and through the undersigned duly authorized trustees, for the consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by **First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association pursuant to the Uniform Unincorporated Nonprofit Association Act (Ark. Code Ann. §§ 4-28-501 et seq.) Grantee**, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said **Grantee**, and unto its successors and assigns forever, the following described real property situated in Craighead County, Arkansas, to wit:

The North 178 feet of Lot or Block 9 of Knights First Addition to the City of Jonesboro, Arkansas, together with South Half of the abandoned Warner Avenue, as described in Deed Book 588, Page 640, being more particularly described as follows: Beginning at the Northeast Corner of Lot or Block 9 of said Knights First Addition, said point being a found PK nail on the West right-of-way line of Main Street; thence South 00°23'39" West, along said right of way line, 178.40 feet to a found ½" rebar; thence South 89°04'31" West, departing said right of way line, 190.34 feet, to the East right of way line of Union Street; thence North 00°00'27" West, along said right of way line, 207.85 feet, to the centerline of the abandoned Warner Avenue; thence North 88°55'00" East, along said centerline of the abandoned Warner Avenue, 191.81 feet, to a point intersecting the West right of line of Main Street; thence South 00°23'39" West, along said right of way line 30.01 feet, to the point of beginning; containing 0.91 acres, more or less, being subject to all rights of way and easements of record.

Subject to all matters of record or fact.

TO HAVE AND TO HOLD said property unto the said **Grantee**, and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging. And **Grantor** hereby covenants with the said **Grantee** that it will forever warrant and defend the title to said lands against all claims whatsoever.

INTESTIMONY WHEREOF, the name of the **Grantor** is hereunto affixed by its duly authorized trustee this 5th day of October, 2010.

FIRST CHRISTIAN CHURCH

By: Tom Covington
 Tom Covington, Trustee

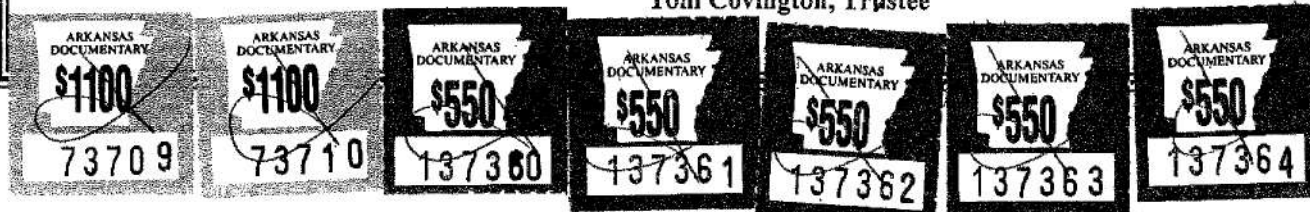


EXHIBIT A-18



* J B 2 0 1 1 R - 0 0 4 5 5 4 2 *

JB2011R-004554

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

03/22/2011 12:28PM

BY *Scott Hudson*, D. C.

Type of Instrument: Fiduciary Deed
Grantor: The Estate of Knox L. Webb
Grantee: First United Methodist Church

This Instrument Prepared By:
Oldham Law Firm, PLLC
603 Southwest Drive
Jonesboro, Arkansas 72401

After Recording Return to:
Oldham Law Firm, PLLC
603 Southwest Drive
Jonesboro, Arkansas 72401

**FIDUCIARY DEED
(CORRECTED)**

KNOW ALL BY THESE PRESENTS:

THAT Matthew S. Webb, as Personal Administrator of the Estate of Knox L. Webb, Deceased, GRANTOR, having been duly appointed as such Administrator by the Circuit Court of Craighead County, Arkansas, and pursuant to the power of sale vested in such Grantor by an Order of the Circuit Court dated September 24, 2010, for and in consideration of the sum of One hundred thirty-five thousand Dollars (\$135,000.00), paid by First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association pursuant to the Uniform Unincorporated Nonprofit Association Act (Ark. Code Ann. §§ 4-28-501 et seq.), GRANTEE, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto the Grantee and unto their heirs and assigns forever, all of the right, title, interest, equity and estate of Knox L. Webb, Deceased, discharged from liability of all debts, in and to the following lands located in Craighead County, Arkansas to wit:

Lots 1 and 2 of Webb Replat of the South Half of the West Half of Block 8, Knight's 1st Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "A", Page 150 at Jonesboro, Arkansas, subject to easements as shown on recorded Plat.

Subject to all matters of record or fact.

TO HAVE AND TO HOLD the same unto the Grantee, and unto their heirs and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

IN TESTIMONY WHEREOF, the Grantor has hereunto set his hand this 17th day of March, 2011.

THE ESTATE OF KNOX L. WEBB

By: *Matthew S. Webb*
Matthew S. Webb, Executor

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF Placer

On this date personally appeared before me, a notary public for the state and county aforesaid, Matthew S. Webb, to me well known as the person who signed the above instrument, and stated that he was the Executor of The Estate of Knox. L. Webb, and was fully authorized in his capacity to execute the foregoing instrument for and in the name and behalf of The Estate of Knox. L. Webb, and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of March, 2011.



NOTARY PUBLIC

My Commission Expires:

7-28-2012



I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.



Grantee or Grantee's Agent

Grantee's Address:

EXHIBIT A-19



4/0
FIDUCIARY DEED



* JB 2014 R - 012987 4 *

JB2014R-012987

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

08/13/2014 01:24PM

BY  D. C.

KNOW ALL MEN BY THESE PRESENTS:

That Fred Sitz and Neal Moore as authorized Trustees of the Nettleton United Methodist Church Board of Trustees, hereinafter referred to as "GRANTOR," for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by First United Methodist Church, hereinafter referred to as "GRANTEE," the receipt of which is hereby acknowledged, does hereby remise, release, relinquish and forever deed unto the said Grantee and unto its successors and assigns forever, all of its rights, title, interest, equity and estate in and to the following described real property situated in Craighead County, Arkansas:

South 40 feet of Lot 49, Lots 50, 51, and 52 of Kiech First Addition to the Town of Nettleton, Arkansas.

Subject to existing easements, building lines, restrictions and assessments of record, if any.

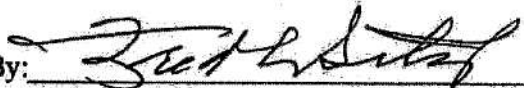
TO HAVE AND TO HOLD the same unto the said Grantee and unto its successors and assigns forever, together with all tenements and appurtenances and hereditaments thereunto belonging, in trust, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage and ministerial appointments of said Church as from time to time authorized and declared by the General Conference and by the annual conference within whose bounds the said premises are situated. This provision is sole for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

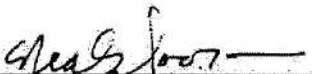
GRANTOR PROVIDED LEGAL DESCRIPTION. NO TITLE OPINION HAS BEEN RENDERED ON LEGAL DESCRIPTION. NO OPINION HAS BEEN RENDERED AS TO THE ACCURACY OF LEGAL DESCRIPTION.

And I, Rev. Susan Ledbetter as District Superintendent of the Northeast District of the Arkansas Annual Conference of the United Methodist Church approve this transfer to Grantee, and do hereby release unto the said Grantee, and unto its successor and assigns forever, the original trust provision rights held by the United Methodist Church and to which the above Grantor was subject in accordance with the United Methodist Book of Discipline.

IN WITNESS WHEREOF, Grantor has executed the conveyance on this 22 day of July, 2014.

NETTLETON UNITED METHODIST CHURCH

By: 
Trustee Authorized by Charge Conference
Minutes of June 2, 2013 Fred Sitz

By: 
Trustee Authorized by Charge Conference
Minutes of June 2, 2013 Neal Moore

NORTHEAST DISTRICT OF THE ARKANSAS
ANNUAL CONFERENCE OF THE UNITED
METHODIST CHURCH

By: 
Rev. Susan Lebetter, District Superintendent

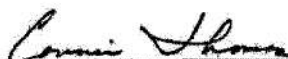
GRANTOR PROVIDED LEGAL DESCRIPTION. NO TITLE OPINION HAS BEEN RENDERED ON LEGAL DESCRIPTION. NO OPINION HAS BEEN RENDERED AS TO THE ACCURACY OF LEGAL DESCRIPTION.

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF White)

BE IT REMEMBERED, that on this day appeared in person before me, the undersigned, a Notary Public, within and for the county and state aforesaid, duly commissioned, qualified and acting, the within named Fred Sitz and Neal Moore, Chair of the Board of Trustees, to me well known as the duly authorized Trustees of Nettleton United Methodist Church, Grantor in the foregoing deed, who stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

WITNESS my hand and official seal as such Notary Public this 30th day of July, 2014.



Notary Public

My Commission Expires:

July 28, 2021

Connie Thomas
Notary Public
Craighead County, State of Arkansas
My Commission Expires July 28, 2021
Commission #: 12383566


ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS
COUNTY OF White)

BE IT REMEMBERED, that on this day appeared in person before me, the undersigned, a Notary Public, within and for the county and state aforesaid, duly commissioned, qualified and acting, the within named Rev. Susan Ledbetter, District Superintendent, to me well known as the duly authorized officer of the Arkansas Annual Conference of the United Methodist Church in the foregoing deed, who stated that she had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

WITNESS my hand and official seal as such Notary Public this 30th day of July, 2014.

Connie Thomas
Notary Public
Craighead County, State of Arkansas
My Commission Expires July 28, 2021
Commission #: 12383566



Notary Public

GRANTOR PROVIDED LEGAL DESCRIPTION. NO TITLE OPINION HAS BEEN RENDERED ON LEGAL DESCRIPTION. NO OPINION HAS BEEN RENDERED AS TO THE ACCURACY OF LEGAL DESCRIPTION.

My Commission Expires:

July 28, 2021

CERTIFICATION

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Consideration: \$-0-

First United Methodist Church, Inc.

Best Woodruff
Grantee or Grantee's Agent

Address:

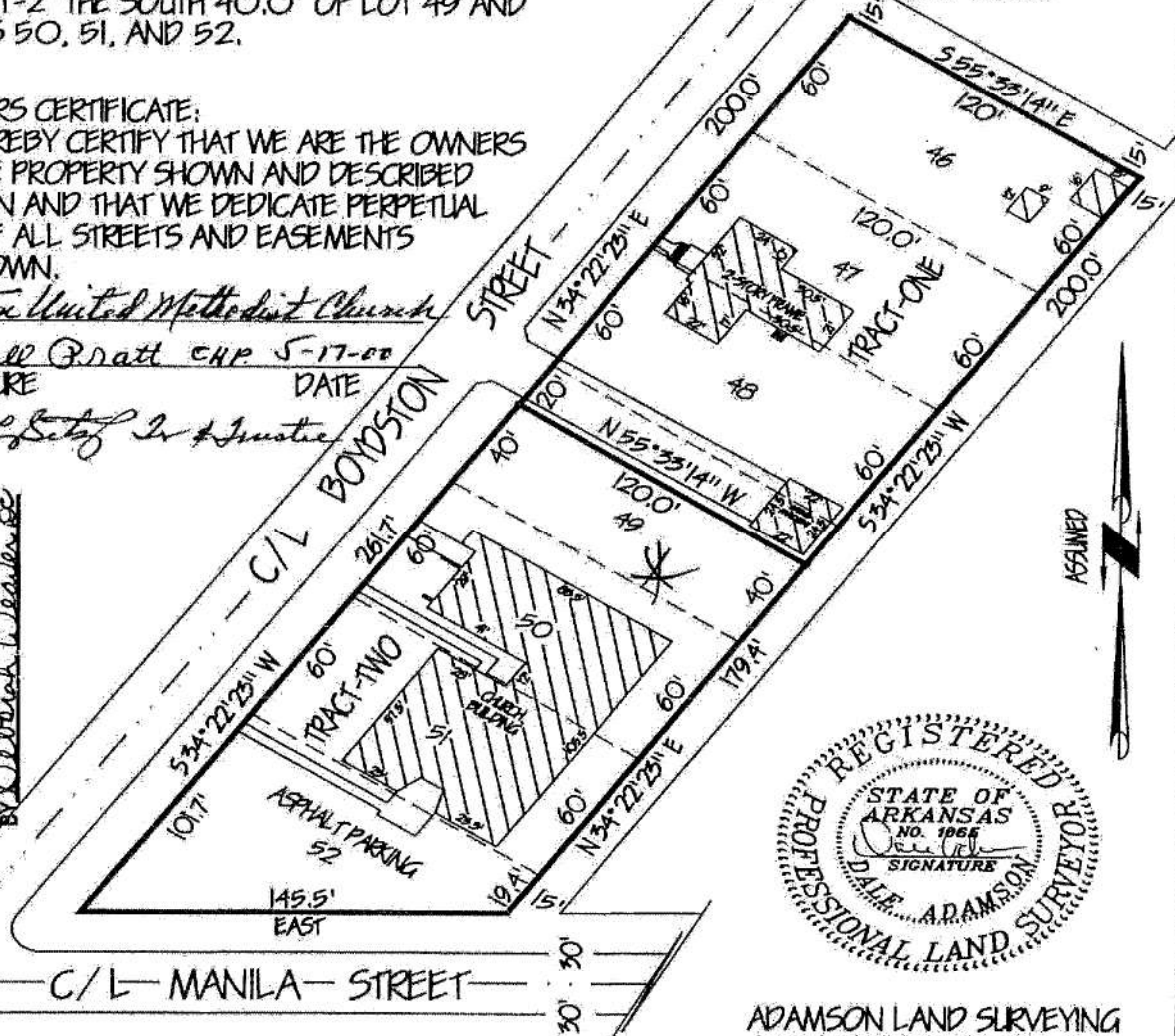
801 S. Main
Jonesboro AR 72401

GRANTOR PROVIDED LEGAL DESCRIPTION. NO TITLE OPINION HAS BEEN RENDERED ON LEGAL DESCRIPTION. NO OPINION HAS BEEN RENDERED AS TO THE ACCURACY OF LEGAL DESCRIPTION.

FILED
JUN -1 AM 9:33
CIRCUIT AND CHANCERY
COURT CLERK

Nettleton United Methodist Church
 Lindsey Pratt CWP 5-17-00
 SIGNATURE DATE
 Brad L. Setoy Jr. Minister

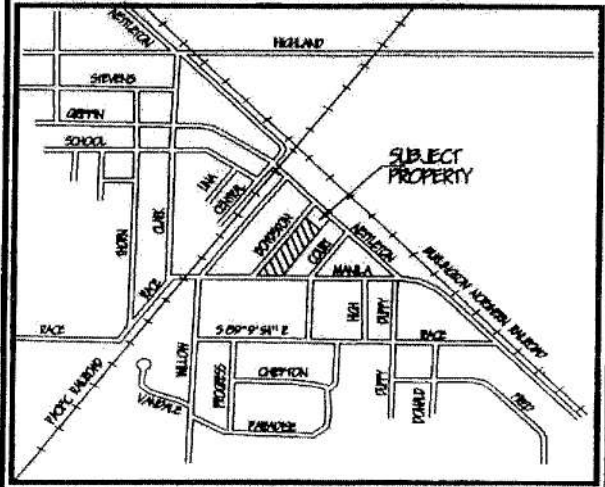
BOOK C PAGE 92
DATE 6-1-2000 TIME 4:00 pm
CRAIGHEAD COUNTY
ANN HUDSON, CLERK
BY Debra L. Leavelle



A circular seal for a Registered Professional Surveyor in the State of Arkansas. The outer ring contains the text "REGISTERED PROFESSIONAL LAND SURVEYOR OF ARKANSAS". The inner circle contains the text "STATE OF ARKANSAS", "NO. 1066", and "DALE ADAMSON SIGNATURE". A signature is written over the text "DALE ADAMSON SIGNATURE".

ADAMSON LAND SURVEYING
1504 BRANCHWOOD LANE
JONESBORO, ARKANSAS
PH: 932-5900 72404

VICINITY MAP



GRAPHIC SCALE
0' 30' 60' 120' 180'

PLAT OF SURVEY
NETTLETON UNITED
METHODIST CHURCH

PLAN SCALE
1"=60.0'

DATE 04/24/2000	SHEET ONE OF ONE
-----------------	------------------

RP00-40

13-520

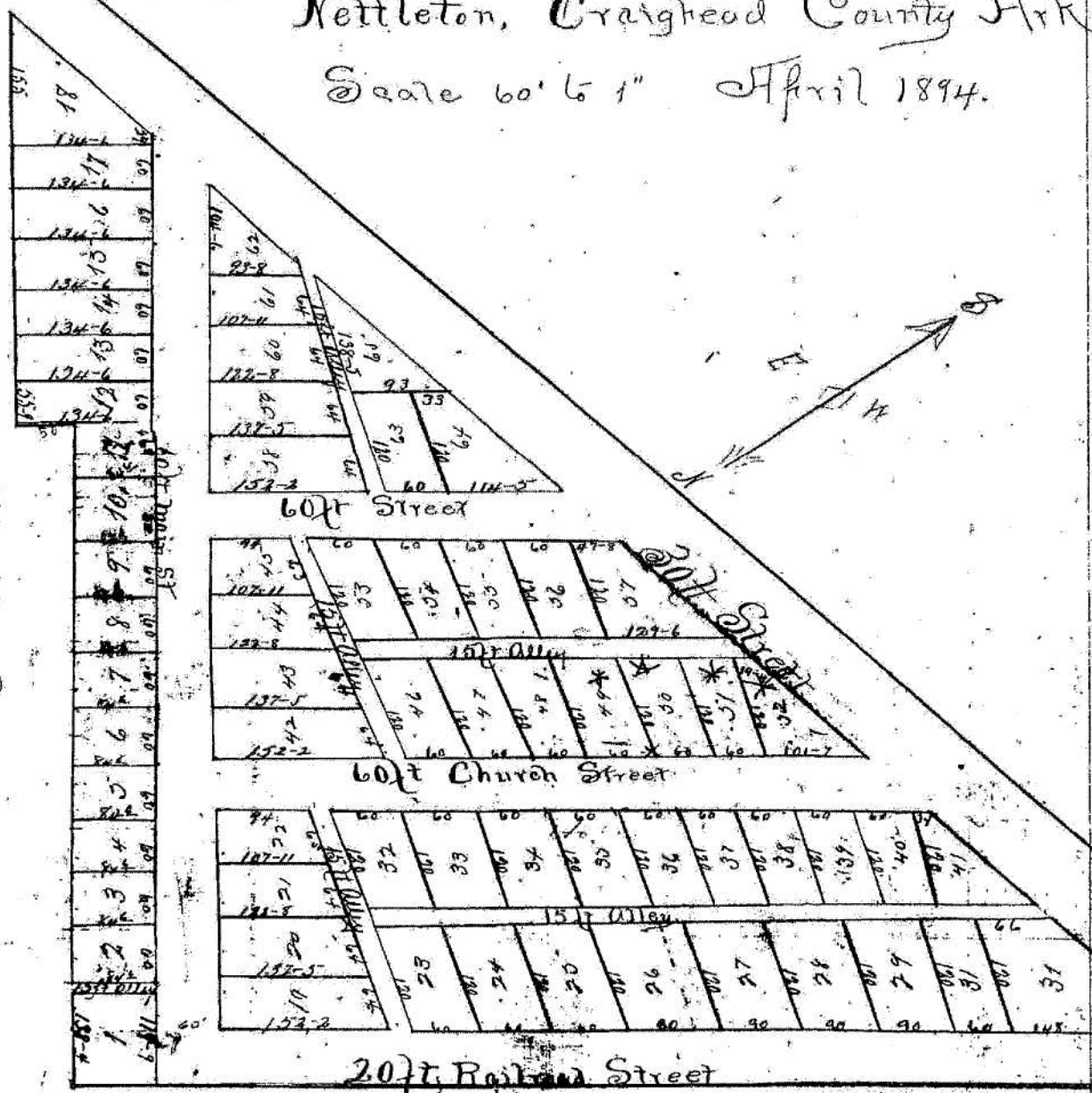
4-1-1894

Plat of Reich's First Addition to

Nettleton, Craighead County Ark

Scale 60' to 1" April 1894.

Not Sym Right of Way



St. Louis & S. R. R. Right of Way

240
115
119
404

EXHIBIT A-20

CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
11/23/2015 10:12AM

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro AR, 72401
Phone: 870-935-7410
Fax: 870-935-6548

File Number: 15-069623-300

Approved as to form by:
J. Mark Spradley, Attorney-at-Law
Transactional data completed by Lenders Title Company

FOR RECORDER'S USE ONLY.

WARRANTY DEED (MARRIED PERSONS)

KNOW ALL MEN BY THESE PRESENTS:

That, Brian D. Dover and Ruth Allison Dover, husband and wife, Grantors, for and in consideration of the sum of ---TEN AND 00/100--- DOLLARS---(\$10.00)---and other good and valuable consideration in hand paid by First United Methodist Church of Jonesboro, Arkansas, Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee, and unto its successors and assigns forever, the following lands lying in the County of Craighead and the State of Arkansas to-wit:

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Lot 9; thence running North along Main Street 62 feet; thence West 95 feet; thence South 62 feet; thence East 95 feet to the place of beginning.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantors hereby covenant with the Grantee that they will forever warrant and defend the title to the above described lands against all claims whatsoever.

And we, Brian D. Dover and Ruth Allison Dover, husband and wife, for the consideration recited herein, do hereby release and relinquish unto the Grantee and unto its successors and assigns, all of our right of dower, curtesy, and homestead in and to said lands.

WITNESS our hands and seals on this **20th day of November, 2015.**

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT:

Christie Shannon
First United Methodist Church of Jonesboro

Brian D. Dover
Brian D. Dover

GRANTEE'S ADDRESS:

801 S. Main
Jonesboro, AR 72401

Ruth Allison Dover
Ruth Allison Dover

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF CRAIGHEAD)

SS.

BE IT REMEMBERED, that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, Brian D. Dover and Ruth Allison Dover, husband and wife, to me well known as (or satisfactorily proven to be) the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this **20th day of November, 2015.**

Dian Street
Notary Public

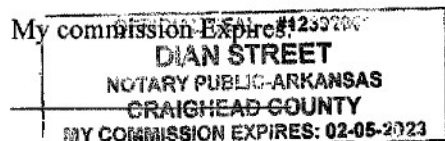


EXHIBIT A-21

CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
11/23/2015 10:15AM

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro AR, 72401
Phone: 870-935-7410
Fax: 870-935-6548

File Number: 15-069624-300

Approved as to form by:
J. Mark Spradley, Attorney-at-Law
Transactional data completed by Lenders Title Company

**WARRANTY DEED
(MARRIED PERSONS)**

KNOW ALL MEN BY THESE PRESENTS:

That, Brian D. Dover and Ruth Allison Dover, husband and wife, Grantors, for and in consideration of the sum of —TEN AND 00/100— DOLLARS—(\$10.00)—and other good and valuable consideration in hand paid by First United Methodist Church of Jonesboro, Arkansas, Grantee, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the Grantee, and unto its successors and assigns forever, the following lands lying in the County of Craighead and the State of Arkansas to-wit:

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Lot 9 aforesaid; thence North along Main Street 62 feet to the place of beginning; thence West 190 feet; thence North 60 feet; thence East 190 feet; thence South 60 feet to the place of beginning.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantors hereby covenant with the Grantee that they will forever warrant and defend the title to the above described lands against all claims whatsoever.

And we, Brian D. Dover and Ruth Allison Dover, husband and wife, for the consideration recited herein, do hereby release and relinquish unto the Grantee and unto its successors and assigns, all of our right of dower, curtesy, and homestead in and to said lands.

WITNESS our hands and seals on this 20th day of November, 2015.

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT:

Christina Shannon
First United Methodist Church of Jonesboro, Arkansas

GRANTEE'S ADDRESS:

801 S. Main
Jonesboro, AR 72401

Brian D. Dover
Brian D. Dover

Ruth Allison Dover
Ruth Allison Dover

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) SS.
COUNTY OF CRAIGHEAD)

BE IT REMEMBERED, that on this day came before me, the undersigned, a notary public within and for the County and State aforesaid, duly commissioned and acting, Brian D. Dover and Ruth Allison Dover, husband and wife, to me well known as (or satisfactorily proven to be) the persons whose names are subscribed to the foregoing instrument and acknowledged that they had executed the same for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 20th day of November, 2015.

Dian Street
Notary Public





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp

Proof of Tax Paid



File Number: 15-069624-300

Grantee: FIRST UNITED METHODIST CHURCH OF JONESBORO
Mailing Address: 801 S. MAIN
JONESBORO AR 724010000

Grantor: BRIAN D. DOVER AND RUTH ALLISON DOVER, HUSBAND AND WIFE
Mailing Address: 2404 WOOD ST.
JONESBORO AR 724010000

Property Purchase Price: \$417,000.00
Tax Amount: \$1,376.10
County: CRAIGHEAD
Date Issued: 11/20/2015
Stamp ID: 1295491072

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): First United Methodist Church
Grantee or Agent Name (signature): Len Duv Little Agent for First United Methodist Church **Date:** 11-20-15
Address: 801 S Main
City/State/Zip: Jonesboro, AR 72401

EXHIBIT A-22

This instrument prepared by
Mixon & Worsham PLC
505 Union - P. O. Box 1442
Jonesboro, Arkansas 73403



JB2016R-012933
CANDACE EDWARDS
CRAIGHEAD COUNTY
RECORDED ON:
08/23/2016 08:27AM
BY: Lick Maha, D. C.

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **Herbert H. Price, III a/k/a Herbert Price, and Cynthia Jackson Price a/k/a Cindy Price**, husband and wife, **GRANTORS**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, and unto their successors and assigns forever, the following described land situated in Craighead County, Arkansas:

The West 95 feet of the South 62 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, in Township 14 North, Range 4 East.

This conveyance is in trust that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church pursuant to the usages and Discipline of The United Methodist Church. This provision is solely for the benefit of the Grantees, and the Grantors reserve no right or interest in said premises.

TO HAVE AND TO HOLD the same unto the said **The Trustees of First United Methodist Church, Jonesboro, Arkansas, an unincorporated nonprofit association, GRANTEES**, and unto their successors and assigns forever, with all appurtenances thereunto belonging.

And **GRANTORS** hereby covenant with the said **GRANTEES** that we will forever warrant and defend the title to said lands against all claims whatever.

And we, **Herbert H. Price, III and Cynthia Jackson Price**, husband and wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said **GRANTEES** all our right of dower and curtesy and homestead in and to the said lands.

WITNESS our hands and seals this August 22, 2016.

Herbert H. Price III
Herbert H. Price, III

Cynthia Jackson Price
Cynthia Jackson Price

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, **Herbert H. Price, III and Cynthia Jackson Price**, to me well known as the grantors in the foregoing deed, and stated that they had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this August 22, 2016.

My commission expires: 7/1/2022

Shirley Park
Notary Public





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
Proof of Tax Paid



Grantee:
Mailing Address:

TRUSTEES OF FIRST UNITED METHODIST CHURCH
801 S MAIN STREET
JONESBORO AR 724010000

Grantor:
Mailing Address:

HERBERT H. PRICE III AND CYNTHIA PRICE
1725 N SPRUCE STREET
LITTLE ROCK AR 722070000

Property Purchase Price:
Tax Amount:

\$155,000.00
\$511.50

County:
Date Issued:
Stamp ID:

CRAIGHEAD
08/22/2016
1591005184

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Trustees of First United Methodist Church

Grantee or Agent Name (signature): Hene Vance Chair Date: 8/22/16

Address: 801 South Main

City/State/Zip: Jonesboro, AR 72401

EXHIBIT A-23



2017R-015148

FILED

JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
08/17/2017 1:39:41 PM
FEE: 25.00
PAGES: 3
ANDREW STRICKLIN

This instrument prepared by:
LYONS & CONE, P.L.C.
Attorneys at Law
P. O. Box 7044, Jonesboro, AR 72403

WARRANTY DEED

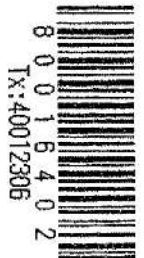
KNOW ALL MEN BY THESE PRESENTS:

THAT Union-Warner Investments, Inc. a corporation organized under the laws of the State of Arkansas, Grantor, by its officer(s) duly authorized by proper resolution of its Board of Directors, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by First United Methodist Church of Jonesboro, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto said Grantee, and unto its successors and assigns forever, the following lands lying in Craighead County, Arkansas, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same unto the said Grantee and unto its successors and assigns forever, together with all tenements and appurtenances and hereditaments thereunto belonging, 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 appointments of said Church as from time to time authorized and declared by the General Conference and by the annual conference within whose bounds the said premises are situated. This provision is sole for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

And Grantor hereby covenants with said Grantee that it will forever warrant and defend



the title to said lands against all claims whatsoever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its officer
this 31st day of July, 2017.

UNION-WARNER INVESTMENTS, INC.

By: Les Abernathy
Les Abernathy, President

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF CRAIGHEAD)

On this day, before me personally appeared Les Abernathy, to me personally well known or satisfactorily proven to be, who acknowledged that he was the President of Union-Warner Investments, Inc. and that he, as such President of Union-Warner Investments, Inc., being authorized so to do by proper resolution of the Board of Directors of Union-Warner Investments, Inc. had executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal as such Notary Public this 31st day of July, 2017.

Adrienne York
Notary Public

I certify under penalty of false swearing
that documentary stamps or a documentary
symbol in the legally correct amount
has been placed on this instrument.

First United Methodist Church of Jonesboro
Grantee

801 S. Main Jonesboro AR 72401
Address

F:\WP60\MC\First.United.Union.Warner.War.Deed.wpd



EXHIBIT A

The following lands lying in Craighead County, Arkansas, to wit:

The North Half of the East Half of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East.

AND

Begin at the Northwest corner of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas; thence East 110 feet; thence South 150 feet; thence West 110 feet; thence North 150 feet to the point of beginning, the same being the residential property located at the Southeast corner intersection of Warner Avenue on the North and Madison Street on the West.

EXHIBIT A-24

<ul style="list-style-type: none"> - BELLEVUE LINE - KUMHOUT LOT LANE - BIRD LANE - POUND HIGH PIPE - POUND COTTEN P ODER SP HILLS - POUND HAO HILL - BET COTTEN P ODER SP HILLS - BET HAO HILL - BET 1 1/4" HIGH PIPE 1/2" 61000 CMP 	<ul style="list-style-type: none"> R.P. 7225 HAL 225 244 R.P.
--	---

THIS BOUNDARY SURVEY WAS PREPARED FOR DALTON & TOMICH, P.L.C.
NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR
EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS OF ANY AFFECTING THIS
PROPERTY.
THIS DOCUMENT DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR A WARRANTY OF TITLE.

THE SOUTH 80 FEET TO LOT 10 BLOCK 1 OF KNIGHTS FIRST ADDITION TO THE CITY OF JONESBORO, AS SHOWN BY PLAT RECORDED IN BOOK 6, PAGE 375-376, PUBLIC RECORDS OF CRANFORD COUNTY, IN JONESBORO, ARKANSAS.

LOTS 1 AND 2 OF WEBB TRACT OF THE SOUTH HALF OF THE WEST HALF OF BLOCK 8, KNIGHT'S 1ST ADDITION, JONESBORO, ARKANSAS, AS SHOWN BY PLAT RECORDED IN BOOK "A," PAGE 193, BUREAU RECORDS OF NEBRASKA COUNTY, AT WYOMING, UTAH, HAVE BEEN DEED TO THE STATE OF NEBRASKA FOR PUBLIC SCHOOL PURPOSES.

PART OF LOT 12 AND 13 ON LOT 12 IS FIRST ADDITION TO THE CITY OF JONESBORO, AS SHOWN BY PLAT RECORDED IN BOOK 3, PAGE 375, 376, PUBLIC RECORDS OF CRANEHEAD COUNTY, AT CHATTANOOGA, TENNESSEE. AND THE ABOVE-DESCRIBED TRACT MAY BE VIEWED AT THE CHATTANOOGA, TENNESSEE, OFFICE OF THE CLERK OF CRANEHEAD COUNTY.

A PORTION OF LOT 3 OF HEIGHTS FIRST ADDITION TO THE CITY OF JONESBORO, AS SHOWN BY PLAT RECORDED IN BOOK 6, PAGE 279-280, PUBLIC RECORDS OF CLAY COUNTY, AT JONESBORO, ARKANSAS, BEING MORE FULLY DESCRIBED AS FOLLOWS:

THE ABOVE CERTIFICATE OF BOUNDARY SURVEY HAS BEEN MADE BY THE SURVEYOR OF THE ABOVE DESCRIBED PROPERTY, AN INDEPENDENT AND QUALIFIED SURVEYOR, AND IS ACCURATE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THERE ARE NO ADJACENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON. THE SURVEYOR HAS CONDUCTED THE SURVEY IN ACCORDANCE WITH THE APPLICABLE MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS IN EFFECT ON THIS DATE.

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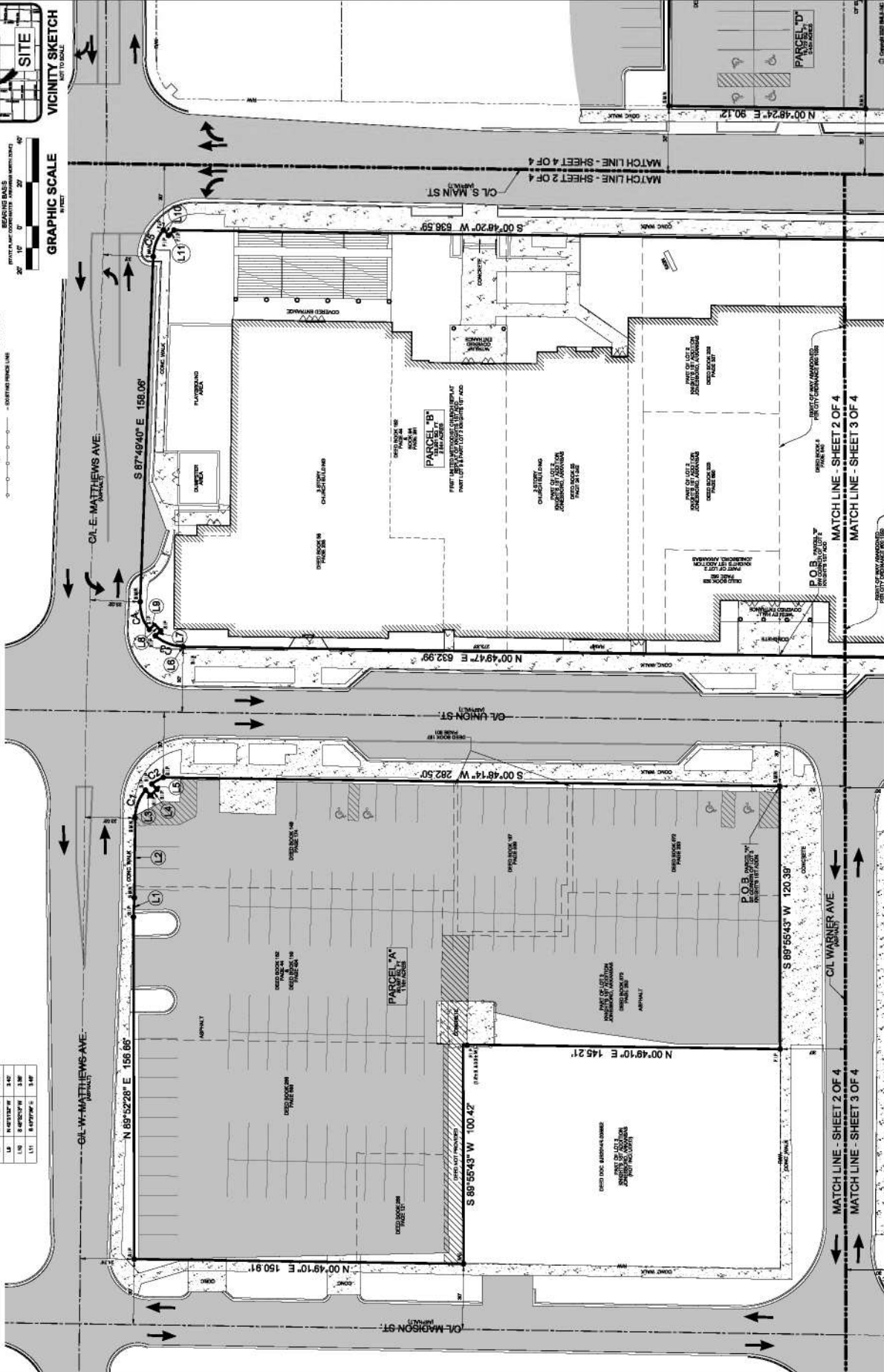
SURVEYOR'S NOTE
SEE SHEET 1 OF 4 FOR DESCRIPTIONS,
SURVEYOR'S CERTIFICATION AND
SURVEYOR'S NOTES

CURVE DATA				
CURVE NO.	ANGLE	RADIUS	LENGTH	CHORD BEARING
C1	30°45'00"	33.03'	18.16'	13.95°
C2	17°27'00"	33.03'	6.12'	8.07°
C3	30°45'00"	33.03'	18.92'	13.95°
C4	30°45'00"	33.03'	18.90'	13.95°
C5	30°45'00"	33.03'	18.90'	13.95°

LINE DATA		
LINE NO	LOADING	DISTANCE
L1	0.0735640 E	8.67
L2	0.062211 E	16.02
L3	2.440350 W	3.42
L4	0.474909 E	4.09
L5	1.440720 E	3.45
L6	0.500246 E	0.17
L7	0.431152 E	3.49
L8	1.440720 E	4.09
L9	0.431152 W	3.42
L10	0.474909 W	3.58
L11	0.073564 E	3.49

LEGEND

- BOUNDARY LINE
- ADJACENT LOT LINES
- DEED NUMBER
- FOUND SOWN PIPE
- FOUND COTTON POOR SPINDLE
- FOUND AND NAIL
- SET BOTTOM FORCE SPINDLE
- SET MAG NAIL
- SET 1 INCH IRON PIPE 8-SET CAP
- ROUTING PRINCE LINE

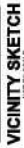


BOUNDARY SURVEY

1000



WAGE	CANADIAN SIZE	SHEET	3 OF 4
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SURVEYOR'S NOTE
SEE SHEET 1 OF 4 FOR DESCRIPTIONS
SURVEYOR'S CERTIFICATION AND
SURVEYOR'S NOTES

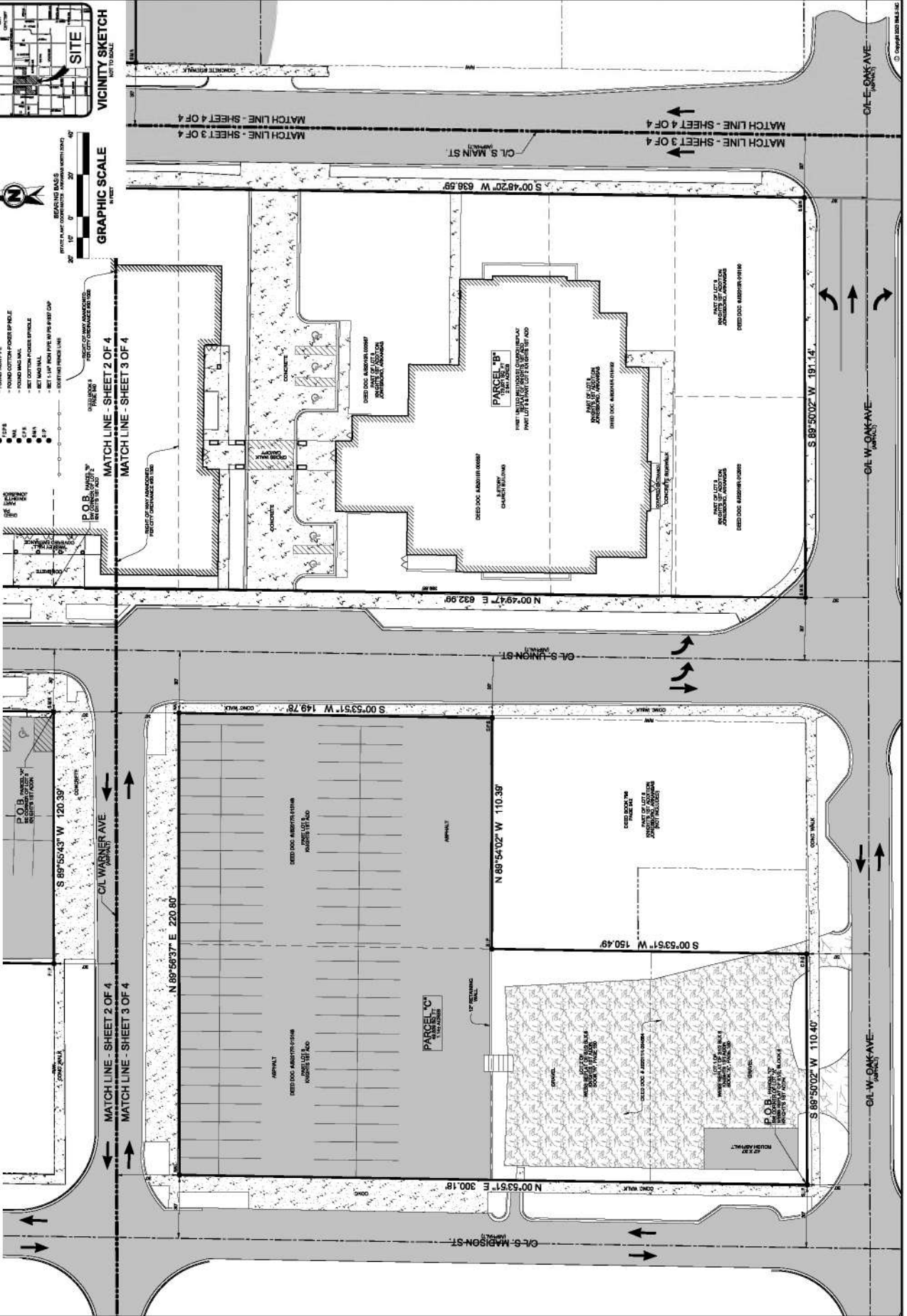


EXHIBIT A-25

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

J. Scott Schallhorn
MITCHELL, WILLIAMS, SELIG,
GATES & WOODWARD, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock Arkansas 72201-3525
(501) 688-8854

ELECTRONIC RECORDING

2022R-026051

CERTIFICATE OF RECORD

JONESBORO DISTRICT

CRAIGHEAD COUNTY, ARKANSAS

KASEY TRAVIS, CLERK & RECORDER

12/07/2022 03:12:28 PM

RECORDING FEE: 60.00

PAGES: 10

NOTICE OF BENEFICIAL INTEREST

First United Methodist Church of Jonesboro

NOTICE IS HEREBY GIVEN:

1. That the Board of Trustees of the Arkansas Annual Conference of The United Methodist Church (the "*Arkansas Conference*") has a claim of beneficial interest in and to the property owned by the First United Methodist Church of Jonesboro ("*FUMC Jonesboro*") located in Jonesboro, Craighead County, Arkansas more particularly described in Exhibit A attached hereto (the "*Premises*").

2. To clarify the title history and confirm the interest of The United Methodist Church:

(a) The Methodist Episcopal Church and The Methodist Episcopal Church, South were formed in 1784 and 1845, respectively. In 1939, these churches, along with the Methodist Protestant Church, united to form The Methodist Church. In 1968, The Methodist Church and the Evangelical United Brethren Church united to form The United Methodist Church. The Plan of Union was adopted on April 23, 1968.

(b) Pursuant to Article VII of the Constitution of the United Methodist Church, titles to properties formerly held by the Evangelical United Brethren Church and The Methodist Church shall be held and administered in accordance with the Book of Discipline. Article VII further states that nothing in the Plan of Union at any time after the union is to be construed so as to require any local church or any other property owner of the former Evangelical United Brethren Church or the former The Methodist Church to alienate or in any way change the title to property contained in its deed or deeds at the time of union and lapse of time.

(c) The United Methodist denomination is a connectional denomination organized into geographical units identified as "Annual Conferences." Pursuant to ¶¶603-605 of the Discipline, the Annual Conference is the body which has jurisdiction of the congregations located within its boundaries. The Discipline sets out the laws, plan, policy, process, established practices and governing principles by which United Methodists govern themselves.

(d) Pursuant to ¶¶2501 and 2536 of the Discipline, all properties of The United Methodist local churches, including property of churches that are unincorporated, are held in trust for the benefit of the entire denomination, and ownership and usage of church property is subject to provisions of the Discipline and the direction of the Annual Conference within which the real estate is located. ¶2504 further states that title to all property of a local church, or charge, or agency of The United Methodist Church shall be held subject to the provisions of the Discipline, whether title to the same is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose, or otherwise.

(e) ¶2503.1 of the Discipline requires all written instruments of conveyance by which premises are held or hereafter acquired for use as a place of divine worship or other activities for members of The United Methodist Church to contain a trust clause. As set forth in ¶2501 of the Discipline, the trust clause has been a part of the connectional structure of The United Methodist Church since 1797, reflecting the connectional structure of The United Methodist Church by ensuring that property will be used solely for the purposes consonant with the mission of the entire denomination as set forth in the Discipline.

(f) According to ¶2503.6 of the Discipline, the absence of a trust clause in any previous conveyance document shall not absolve a local church, or its board of trustees, of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church; provided the intent of the board of trustees of the local church is shown by (a) the conveyance of the property to a local church of The United Methodist Church; (b) the use of the name, customs and policy of The United Methodist Church in such a way to be known to the community as a part of such denomination; or (c) acceptance of the pastorate of ordained ministers appointed by a bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor.

(g) The deeds conveying the land upon which the FUMC Jonesboro church sanctuary is situated, and other portions of the Premises include the trust clause language required by the Discipline. The Premises have been used, kept and maintained by FUMC Jonesboro as a place of divine worship or other purposes related to the ministry of The United Methodist Church under pastorate appointed or employed by The United Methodist Church or its predecessors. FUMC Jonesboro has also participated in shared giving and held itself out to the community as part of The United Methodist Church. These actions evidence FUMC Jonesboro's intent to be included in The United Methodist Church connectional structure and to be subject to the Discipline. As a result, the Premises is subject to the trust clause and the Arkansas Conference's beneficial interest is established.

(Signature pages follow)

Executed as of this 7 day of December, 2022 (the "Effective Date").

Board of Trustees of the Arkansas Conference of
the United Methodist Church

By: [Signature]
Ruben Anthony Griffin, President

STATE OF ARKANSAS }
COUNTY OF Pulaski } ss. ACKNOWLEDGMENT

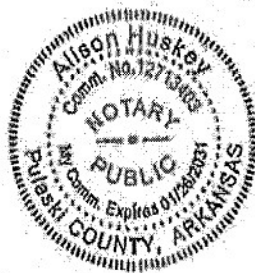
On December 7, 2022 before me, a duly qualified and acting Notary Public, personally appeared **RUBEN ANTHONY GRIFFIN** who acknowledged himself/herself to be the President of Board of Trustees of the Arkansas Conference of the United Methodist Church, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the company by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

1-26-2031
(Seal)




Signature Page
Notice of Equitable Title Beneficial Interest

Executed as of the Effective Date.

Board of Trustees of the Arkansas Conference of
the United Methodist Church

By:


James Todd Burris, Treasurer

STATE OF ARKANSAS

COUNTY OF Pulaski

) ss.

ACKNOWLEDGMENT

On December 7, 2022 before me, a duly qualified and acting Notary Public, personally appeared JAMES TODD BURRIS who acknowledged himself/herself to be the Treasurer of Board of Trustees of the Arkansas Conference of the United Methodist Church, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the company by himself as such officer.

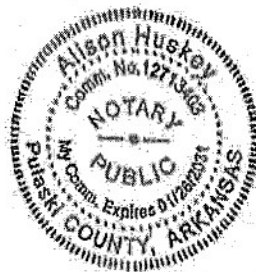
In witness whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

1-26-2031

(Seal)



Signature Page
~~Notice of Equitable Title~~ Beneficial Interest

EXHIBIT A

All property of First United Methodist Church of Jonesboro, Arkansas, including without limitation the property described below.

Property at 2310 Boydston

South 40 feet of Lot 49, Lots 50, 51, and 52 of Kleck First Addition to the Town of Nettleton, Arkansas

Property at 801 South Main

(NOTE: PROPERTY IS TWO TOWN PARCELS, INCLUDING ADDITION, DIVISION OF INTERESTS, AND, FOR, RECORDATION AND TO BEAT NUMBER, (1888) "PROPERTY") LOCATED IN CRAIGHEAD COUNTY, STATE OF ARKANSAS:

The South 236 feet of the North 237.6 feet of Lot or Block 2 of Knight's First Addition to the City of Jonesboro, Arkansas.

Part of Block 2 of Knight's First Addition to the Town of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Southeast corner of Block 2 aforesaid running thence North 62 1/2 feet; thence West 80 feet; thence South 62 1/2 feet; thence East 90 feet to the place of beginning, being a lot 62 1/2 feet fronting on Main Street and 80 feet fronting on Werner Avenue, the West 10 feet of which is to be left for private driveway for all houses in the block and being a part of the Northwest Quarter of Section 18, Township 14 North, Range 4 East.

A part of Lot 2 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Begin at the Southwest corner of the above described lot and running thence East 48 feet; thence North 62 1/2 feet; thence West 48 feet; thence South 62 1/2 feet to the point of beginning.

A part of Block Two (2) of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: beginning at the Southeast corner of said Block 2, thence running West 90 feet to the point of beginning property; thence North 62 1/2 feet; thence West 62 feet; thence South 62 1/2 feet; thence East 62 feet to the point of beginning, same being a lot facing 62 feet on Werner Avenue and extending back 62 1/2 feet. Also, all right, title and interest in the West 10 feet of the following property: Beginning at the Southeast Corner of the aforesaid Block 2, running thence North 62 1/2 feet; thence West 90 feet; thence South 62 1/2 feet; thence East 90 feet to the point of beginning, said West 10 feet being left for a private driveway. Also all right, title and interest in 10 feet off of the North end of the following property, Beginning at the Southwest Corner of the aforesaid Block 2 and running East 100 feet; thence North 62 1/2 feet; thence West 100 feet; thence South 62 1/2 feet to the point of beginning, said 10 feet having been formerly used as a private alley.

All of the above being further described as: All of Lot or Block 2 of Knight's 1 Addition to the City of Jonesboro, Arkansas, LESS AND EXCEPT the North 1.6 feet thereof, TOGETHER with the North Half of abandoned Werner Avenue along the South side thereof.

The North 178 feet of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, together with South Half of the Abandoned Werner Avenue, as described in Deed Book 688, Page 640, being more particularly described as follows: Beginning at the Northeast corner of Lot or Block 3 of said Knight's First

Exhibit A *Notice of Beneficial Interest*

Attachment to Exhibit C

Additionally, said point being a found PK nail on the West right-of-way line of Main Street; thence South 00°23'39" West, along said right of way line, 178.40 feet to a found 1/2" rebar; thence South 88°04'31" West, departing said right of way line, 190.34 feet, to the East right of way line of Union Street; thence North 00°00'27" West, along said right of way line, 207.85 feet, to the centerline of the abandoned Warner Avenue; thence North 86°56'00" East, along said centerline of the abandoned Warner Avenue 181.81 feet to a point intersecting the West right of way line of Main Street; thence South 00°23'39" West, along said right of way line 30.01 feet, to the point of beginning; containing 0.91 acres, more or less, being subject to all rights of way and encumbrances of record. Subject to all matters of record or fact.

A part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Northwest corner of said Lot or Block 3 and run South along the West line thereof 4 feet to the point of beginning proper; thence continue South along said West line 102 feet; thence East 80 feet; thence South 40 feet; thence East 60 feet; thence North 142 feet; thence West 100 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North along the West line of Union Street 95 feet to the point of beginning proper; thence West parallel with Warner Avenue 80 feet; thence North parallel with Union Street 2 feet; thence West parallel with Warner Avenue 20 feet; thence North parallel with Union Street 87 feet; thence East parallel with Warner Avenue 20 feet; thence South parallel with Union Street 5 feet; thence East parallel with Warner Avenue 80 feet to the West line of Union Street; thence South along the West line of Union Street 1.8 feet; thence West parallel with Warner Avenue 68.6 feet; thence South parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 21.6 feet; thence South parallel with Union Street 2.8 feet; thence East parallel with Warner Avenue 47 feet to the West line of Union Street; thence South along the West line of Union Street 2 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North 67 feet to the point of beginning proper; thence West parallel with Warner Avenue 47 feet; thence North parallel with Union Street 2.6 feet; thence West parallel with Warner Avenue 21.6 feet; thence North parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 68.6 feet to the West line of Union Street; thence South along the West line of Union Street 50.4 feet to the point of beginning.

Part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, the same being more particularly described as follows: Begin at the Southeast corner of said Lot 3; then running West 60 feet; thence North 95 feet; thence East 80 feet; thence South 95 feet to the point of beginning, being a lot 60 x 95 feet, fronting on Warner Avenue and running North 95 feet on Union Street.

Part of Lot or Block 3 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at a point 60 feet West of the Southeast corner of Lot or Block 3 aforesaid; thence West 70 feet; thence North 143 feet; thence East 80 feet; thence South 40 feet; thence East 20 feet; thence South 97 feet to the point of beginning.

The North Half of the East Half of Lot 8 of Knight's Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 18, Township 14 North, Range 4 East.

AND
Beginning at the Northwest corner of Lot 8 of Knight's Addition to the City of Jonesboro, Arkansas; thence East 110 feet; thence South 150 feet; thence West 110 feet; thence North 150 feet to the point of beginning, the same being the residential property located at the Southeast corner intersection of Warner Avenue on the North and Madison Street on the West.

Lots 1 and 2 of Webb Replat of the South Half of the West Half of Block 3, Knight's 1st Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "A", Page 150 at Jonesboro, Arkansas, subject to encumbrances as shown on recorded Plat. Subject to all matters of record or fact.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Lot 9 aforesaid; thence North along Main Street 82 feet to the place of beginning; thence West 100 feet; thence North 60 feet; thence East 180 feet; thence South 60 feet to the place of beginning. Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

The West 95 feet of the South 82 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 18, in Township 14 North, Range 4 East.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Lot 9; thence running North along Main Street 82 feet; thence West 95 feet; thence South 82 feet; thence East 95 feet to the place of beginning. Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

Exhibit A
Notice of Beneficial Interest

8966047.1

Attachment to Exhibit C

West Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knight's First Addition and the West Half of the South 80 feet of Lot 1 of Block 10 of Knight's First Addition, all to the City of Jonesboro, Arkansas.

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knight's First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knight's First Addition, all to the City of Jonesboro, Arkansas.

The Real Property or its address is commonly known as 801 South Main Street, Jonesboro, AR 72401.

Parking Lots between Matthews and Warner

Lot 1 of First United Methodist Church Replat of part of Lots 2 and 9 of Knight's First Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabin "C" at Page 220, in the records of Craighead County, Arkansas, and being subject to easements as shown on recorded Plat.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Lot 9 aforesaid; thence North along Main Street 82 feet to the place of beginning; thence West 190 feet; thence North 60 feet; thence East 190 feet; thence South 60 feet to the place of beginning.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Lot 9; thence running North along Main Street 82 feet; thence West 95 feet; thence South 82 feet; thence East 95 feet to the place of beginning.

The West 95 feet of the South 82 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, in Township 14 North, Range 4 East.

Part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, the same being more particularly described as follows: Begin at the Southeast corner of said Lot 3; then running West 50 feet; thence North 95 feet; thence East 50 feet; thence South 95 feet to the point of beginning, being a lot 50 x 95 feet, fronting on Warner Avenue and running North 95 feet on Union Street. (Tract 1 on Deed)

Part of Lot or Block 3 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at a point 50 feet West of the Southeast corner of Lot or Block 3 aforesaid; thence West 70 feet; thence North 143 feet; thence East 50 feet; thence South 46 feet; thence East 20 feet; thence South 97 feet to the point of beginning. (Tract 2)

Exhibit A *Notice of Beneficial Interest*

8966047.1

Attachment to Exhibit C

A part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Northwest corner of said Lot or Block 3 and run South along the West Line thereof 4 feet to the point of beginning proper; thence continue South along said West line 102 feet; thence East 50 feet; thence South 40 feet; thence East 50 feet; thence North 142 feet; thence West 100 feet to the point of beginning proper.

A rectangular strip 40 feet wide off of the South end of the following described lot: Part of Lot 3 of Knight's Addition to Jonesboro, Arkansas, described as follows: Commencing 4 feet South of the Northwest Corner of said lot; thence East 50 feet; thence South 142 feet; thence West 50 feet; thence North 142 feet to the beginning point.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North along the West line of Union Street 95 feet to the point of beginning proper; thence West parallel with Warner Avenue 50 feet; thence North parallel with Union Street 2 feet; thence West parallel with Warner Avenue 20 feet; thence North parallel with Union Street 57 feet; thence East parallel with Warner Avenue 20 feet; thence South Parallel with Union Street 5 feet; thence East parallel with Warner Avenue 50 feet to the West line of Union Street; thence South along the West line of Union Street 1.6 feet; thence West parallel with Warner Avenue 68.6 feet; thence South parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 21.6 feet; thence South parallel with Union Street 2.6 feet; thence East parallel with Warner Avenue 47 feet to the West line of Union Street; thence South along the West line of Union Street 2 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North 97 feet to the point of beginning proper; thence West parallel with Warner Avenue 47 feet; thence North parallel with Union Street 2.6 feet; thence West parallel with Warner Avenue 21.6 feet; thence North parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 68.6 feet to the West line of Union Street; thence South along the West line of Union Street 50.4 feet to the point of beginning.

Exhibit A
Notice of Beneficial Interest

Attachment to Exhibit C

Part of Lot or Block 3 Knight's First Addition to Jonesboro, more particularly described as follows: Begin at a point 4 ft. South of NE corner of said Lot or Block 3 and run West 50 ft; thence south 142 feet; thence East 50 ft; thence North 142 feet to the place of beginning-201 W. Matthews (Turman property Warranty Deed 146, Page 174);

A part of Lot 3 Knight's First Addition to the city of Jonesboro, Arkansas, being more particularly described as follows: Begin 4 ft. South and 50 ft. West of the NE Corner of said Lot 3; thence West a distance of 70 ft; thence South a distance of 142 ft; thence East a distance of 70 ft; thence North a distance of 142 ft to the point of beginning-205 W. Matthews (Schoenfeld property Warranty Deed 159, Page 404)

Parking Lots between Warner and Oak

The North Half of the East Half of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East.

AND

Beginning at the Northwest corner of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas; thence East 110 feet; thence South 150 feet; thence West 110 feet; thence North 150 feet to the point of beginning, the same being the residential property located at the Southeast corner Intersection of Warner Avenue on the North and Madison Street on the West.

Lots 1 and 2 of Webb Replat of the South Half of the West Half of Block 8, Knight's 1st Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "A", Page 150 at Jonesboro, Arkansas, subject to easements as shown on recorded Plat. Subject to all matters of record or fact.

Parking Lots between Main St. and Church St.

West Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knight's First Addition and the West Half of the South 80 feet of Lot 1 of Block 10 of Knight's First Addition, all to the City of Jonesboro, Arkansas.

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knight's First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knight's First Addition, all to the City of Jonesboro, Arkansas.

Exhibit A *Notice of Beneficial Interest*

8906047.1

Property located on HWY 63

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 30, Township 15 North, Range 3 East, Craighead County, Arkansas; thence N89°42'42"W 1330.89'; thence S00°00'48"W 1334.55', to the Quarter Section Line; thence N89°54'37"W, along the Quarter Section Line, 110.67'; thence S50°08'02"E 470.67'; thence S50°32'37"E 344.45', to the point of beginning proper; thence S50°32'37"E 238.15'; thence S39°27'23"W 250.30', to a point on a curve to the right, thence Westerly along said curve to the right (R=50.00') a distance of 78.55', to the Northerly right of way line of U.S. Highway 63; thence N50°31'58"W, along said right of way line, 188.67'; thence N39°33'31"E 300.26', to the point of beginning proper; containing 1.63 acres, more or less, subject to all rights of ways and easements of record.

The above described property is also known as Lot 7, PT NE SE, Section 30, Township 15 North, Range 3 East.

Exhibit A
Notice of Beneficial Interest

EXHIBIT A-26

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

J. Scott Schallhorn
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 West Capitol Avenue, Suite 1800
Little Rock Arkansas 72201-3525
(501) 688-8854

ELECTRONIC RECORDING
2022R-026634
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
KASEY TRAVIS, CLERK & RECORDER
12/16/2022 01:31:06 PM
RECORDING FEE: 85.00
PAGES: 15

NOTICE OF EQUITABLE TITLE

First United Methodist Church of Jonesboro

NOTICE IS HEREBY GIVEN:

1. That the Board of Trustees of the Arkansas Annual Conference of The United Methodist Church (the "*Arkansas Conference*") has a claim of equitable title in and to the property owned by the First United Methodist Church of Jonesboro ("*FUMC Jonesboro*") located in Jonesboro, Craighead County, Arkansas more particularly described on Exhibit A attached hereto (the "*Premises*").

2. This Notice is given pursuant to the Declaration of Exigent Circumstances Regarding the Property of the First United Methodist Church of Jonesboro issued by the Arkansas Annual Conference of the United Methodist Church in accordance with The Book of Discipline of The United Methodist Church (2016 edition) (the "*Discipline*") ¶2549.3.

3. To clarify the title history and show that the current title to the described property belongs to The United Methodist Church:

(a) A fundamental characteristic of the polity United Methodist Church is that it is connectional. This is expressed, in part, through a "trust clause" that has been a part of the connectional structure of methodism since 1797, which ensures that church property will be used solely for the purposes consonant with the mission of the entire denomination as set forth in the Discipline. The Methodist Episcopal Church and The Methodist Episcopal Church, South were formed in 1784 and 1845, respectively. In 1939, these churches, along with the Methodist Protestant Church, united to form The Methodist Church. In 1968, The Methodist Church and the Evangelical United Brethren Church united to form The United Methodist Church. The Plan of Union was adopted on April 23, 1968.

(b) Pursuant to Article VII of the Constitution of the United Methodist Church, titles to properties formerly held by the Evangelical United Brethren Church and The Methodist Church shall be held and administered in accordance with the Book of Discipline. Article VII further states that nothing in the Plan of Union at any time after the union is to be construed so as to require any local church or any other property owner of the former Evangelical United Brethren Church or the former The Methodist Church to alienate or in any way change the title to property contained in its deed or deeds at the time of union and lapse of time.

(c) The United Methodist denomination is a connectional denomination organized into geographical units identified as "Annual Conferences." Pursuant to ¶¶603-605 of the Discipline, the Annual Conference is the body which has jurisdiction of the congregations located within its boundaries. The Discipline sets out the laws, plan, policy, process, established practices and governing principles by which United Methodists govern themselves.

(d) Pursuant to ¶¶2501 and 2536 of the Discipline, all properties of The United Methodist local churches, including property of churches that are unincorporated, are held in trust for the benefit of the entire denomination, and ownership and usage of church property is subject to provisions of the Discipline and the direction of the Annual Conference within which the real estate is located. ¶2504 further states that title to all property of a local church, or charge, or agency of The United Methodist Church shall be held subject to the provisions of the Discipline, whether title to the same is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose, or otherwise.

(e) ¶2503.1 of the Discipline requires all written instruments of conveyance by which premises are held or hereafter acquired for use as a place of divine worship or other activities for members of The United Methodist Church to contain a trust clause. As set forth in ¶2501 of the Discipline, the trust clause has been a part of the connectional structure of The United Methodist Church since 1797, reflecting the connectional structure of The United Methodist Church by ensuring that property will be used solely for the purposes consonant with the mission of the entire denomination as set forth in the Discipline.

(f) According to ¶2503.6 of the Discipline, the absence of a trust clause in any previous conveyance document shall not absolve a local church, or its board of trustees, of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church; provided the intent of the board of trustees of the local church is shown by (a) the conveyance of the property to a local church of The United Methodist Church; (b) the use of the name, customs and policy of The United Methodist Church in such a way to be known to the community as a part of such denomination; or (c) acceptance of the pastorate of ordained ministers appointed by a bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor.

(g) The deeds conveying the land upon which the FUMC Jonesboro church sanctuary is situated and other portions of the Premises include the trust clause language required by the Discipline. The Premises have been used, kept, and maintained by FUMC Jonesboro as a place of divine worship or for other purposes related to the ministry of The United Methodist Church under pastorate appointed or employed by The United Methodist Church or its predecessors. FUMC Jonesboro has also participated in shared giving and held itself out to the community as part of The United Methodist Church. These actions evidence FUMC Jonesboro's intent to be included in The United Methodist Church connectional structure and to be subject to the Discipline. As a result, the Premises is subject to the trust clause and the Arkansas Conference's equitable title is established.

(h) ¶2549.3 of the Discipline provides that at any time between sessions of annual conference, if the presiding bishop, the majority of the district superintendents and the appropriate district board of church location and building all agree that (i) the local church is no longer serving the purpose for which it was organized, or (ii) the local church property is no longer being used, kept or maintained by its membership as a place of divine worship of The United Methodist Church, or (iii) where other exigent circumstances exist that require the immediate protection of the local church's property for the benefit of the denomination, 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 real and personal local church property immediately vests 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.

(i) Certain, but not all, members of the FUMC requested that the church disaffiliate pursuant to ¶ 2553, a provision of The Discipline whereby local churches may seek to end their association with the United Methodist Church. FUMC Jonesboro and the Board of Trustees of the Arkansas Conference of the United Methodist Church entered into an agreement dated October 19, 2022 (the "*Disaffiliation Agreement*") setting out the terms and conditions of FUMC Jonesboro's potential disaffiliation from the United Methodist Church. The United Methodist Church is a connectional denomination. In accordance with the requirements of The Discipline and applicable rulings of the United Methodist Judicial Council, no Disaffiliation Agreement may be effective unless it is ratified by a simple majority of members of the Annual Conference present and voting at a Session of the Arkansas Annual Conference. The Disaffiliation Agreement specifically provides that it will be null and void if it is not affirmed by the Arkansas Annual Conference at a duly called session thereof. A Special Session of the Arkansas Annual Conference was held on November 19, 2022, a vote of hundreds of delegates was taken, and the Disaffiliation Agreement was not ratified. Since the rejection of the Disaffiliation Agreement, some persons at FUMC Jonesboro who are disappointed with the outcome of the vote at the Special Session have taken unlawful actions in an attempt to change the structure of the church without authorization and in contravention of church and civil law that challenge and threaten the rights of those members of FUMC Jonesboro who wish to remain members of Jonesboro United Methodist Church and the equitable and legal title of the United Methodist Church in the Premises. In response to these actions, and accordance with procedures set forth in the Discipline, the Bishop, a majority of the District Superintendents of the Arkansas Annual Conference, and the Northeast District Board of Church Location and Building of the Arkansas Annual Conference issued a Declaration of Exigent Circumstances on December 16, 2022, a copy of which is attached hereto as Exhibit B. As a result of such Declaration, title to the Premises is now vested in the Arkansas Conference.

(Signature pages follow)

Executed as of this 16th day of December, 2022 (the "Effective Date").

**Board of Trustees of the Arkansas Conference of
the United Methodist Church**

By:



Ruben Anthony Griffin, President

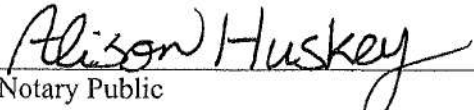
STATE OF ARKANSAS)

COUNTY OF Pulaski)

) ss. ACKNOWLEDGMENT

On December 16, 2022 before me, a duly qualified and acting Notary Public, personally appeared **RUBEN ANTHONY GRIFFIN** who acknowledged himself/herself to be the President of **Board of Trustees of the Arkansas Conference of the United Methodist Church**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the company by himself as such officer.

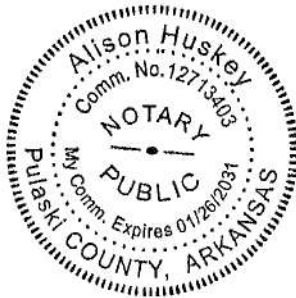
In witness whereof, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

1-26-2031
(Seal)

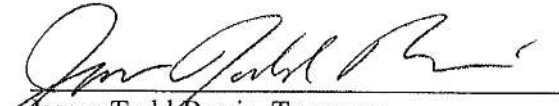


*Signature Page
Notice of Equitable Title*

Executed as of the Effective Date.

**Board of Trustees of the Arkansas Conference of
the United Methodist Church**

By:

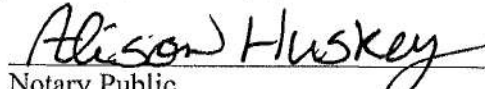

James Todd Burris, Treasurer

STATE OF ARKANSAS)

COUNTY OF Pulaski) ss. ACKNOWLEDGMENT

On December 16 2022 before me, a duly qualified and acting Notary Public, personally appeared **JAMES TODD BURRIS** who acknowledged himself/herself to be the Treasurer of **Board of Trustees of the Arkansas Conference of the United Methodist Church**, and that he/she, being authorized so to do, executed the foregoing instrument for the purposes and consideration therein contained, by signing the name of the company by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

1-26-2031
(Seal)



*Signature Page
Notice of Equitable Title*

EXHIBIT A

All property of First United Methodist Church of Jonesboro, Arkansas, including without limitation the property described below.

Property at 2310 Boydston

South 40 feet of Lot 49, Lots 50, 51, and 52 of Klech First Addition to the Town of Nettleton, Arkansas

Property at 801 South Main

Property (belonging to the First United Methodist Church of Jonesboro, Arkansas, hereinafter referred to as "the Church") located in Craighead County, State of Arkansas:

The South 236 feet of the North 237.5 feet of Lot or Block 2 of Knight's First Addition to the City of Jonesboro, Arkansas.

Part of Block 2 of Knight's First Addition to the Town of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Southeast corner of Block 2 aforesaid running thence North 62 1/2 feet; thence West 90 feet; thence South 62 1/2 feet; thence East 90 feet to the place of beginning, being a Lot 62 1/2 feet fronting on Main Street and 90 feet fronting on Warner Avenue, the West 10 feet of which is to be left for private driveway for all houses in the block and being a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East.

A part of Lot 2 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Begin at the Southwest corner of the above described lot and running thence East 48 feet; thence North 62 1/2 feet; thence West 48 feet; thence South 62 1/2 feet to the point of beginning.

A part of Block Two (2) of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: beginning at the Southeast corner of said Block 2, thence running West 90 feet to the point of beginning proper; thence North 62 1/2 feet; thence West 52 feet; thence South 62 1/2 feet; thence East 52 feet to the point of beginning, same being a lot facing 52 feet on Warner Avenue and extending back 62 1/2 feet. Also, all right, title and interest in the West 10 feet of the following property: Beginning at the Southeast Corner of the aforesaid Block 2, running thence North 62 1/2 feet; thence West 90 feet; thence South 62 1/2 feet; thence East 90 feet to the point of beginning, said West 10 feet being left for a private driveway. Also all right, title and interest in 10 feet off of the North end of the following property, Beginning at the Southwest Corner of the aforesaid Block 2 and running East 100 feet; thence North 62 1/2 feet; thence West 100 feet; thence South 62 1/2 feet to the point of beginning, said 10 feet having been formerly used as a private alley.

All of the above being further described as: All of Lot or Block 2 of Knight's 1 Addition to the City of Jonesboro, Arkansas, LESS AND EXCEPT the North 1.5 feet thereof. TOGETHER with the North Half of abandoned Warner Avenue along the South side thereof.

The North 178 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, together with South Half of the Abandoned Warner Avenue, as described in Deed Book 588, Page 640, being more particularly described as follows: Beginning at the Northeast corner of Lot or Block 9 of said Knight's First

Exhibit A
Notice of Equitable Title

Attachment to Exhibit C

Addition, said point being a found PK nail on the West right-of-way line of Main Street; thence South 00°23'39" West, along said right of way line, 178.40 feet to a found 1/2" rebar; thence South 89°04'31" West, departing said right of way line, 190.34 feet, to the East right of way line of Union Street; thence North 00°00'27" West, along said right of way line, 207.86 feet, to the centerline of the abandoned Warner Avenue; thence North 88°55'00" East, along said centerline of the abandoned Warner Avenue 191.81 feet to a point intersecting the West right of way line of Main Street; thence South 00°23'39" West, along said right of way line 30.01 feet, to the point of beginning; containing 0.91 acres, more or less, being subject to all rights of way and easements of record. Subject to all matters of record or fact.

A part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Northwest corner of said Lot or Block 3 and run South along the West Line thereof 4 feet to the point of beginning proper; thence continue South along said West line 102 feet; thence East 50 feet; thence South 40 feet; thence East 50 feet; thence North 142 feet; thence West 100 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North along the West line of Union Street 85 feet to the point of beginning proper; thence West parallel with Warner Avenue 50 feet; thence North parallel with Union Street 2 feet; thence West parallel with Warner Avenue 20 feet; thence North parallel with Union Street 57 feet; thence East parallel with Warner Avenue 20 feet; thence South Parallel with Union Street 5 feet; thence East parallel with Warner Avenue 80 feet to the West line of Union Street; thence South along the West line of Union Street 1.6 feet; thence West parallel with Warner Avenue 68.6 feet; thence South parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 21.6 feet; thence South parallel with Union Street 2.6 feet; thence East parallel with Warner Avenue 47 feet to the West line of Union Street; thence South along the West line of Union Street 2 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North 97 feet to the point of beginning proper; thence West parallel with Warner Avenue 47 feet; thence North parallel with Union Street 2.6 feet; thence West parallel with Warner Avenue 21.6 feet; thence North parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 68.6 feet to the West line of Union Street; thence South along the West line of Union Street 50.4 feet to the point of beginning.

Part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, the same being more particularly described as follows: Begin at the Southeast corner of said Lot 3; then running West 50 feet; thence North 95 feet; thence East 50 feet; thence South 95 feet to the point of beginning, being a lot 50 x 95 feet, fronting on Warner Avenue and running North 95 feet on Union Street.

Part of Lot or Block 3 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at a point 50 feet West of the Southeast corner of Lot or Block 3 aforesaid; thence West 70 feet; thence North 143 feet; thence East 50 feet; thence South 46 feet; thence East 20 feet; thence South 97 feet to the point of beginning.

The North Half of the East Half of Lot 8 of Knight's Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East.

AND
Beginning at the Northwest corner of Lot 8 of Knight's Addition to the City of Jonesboro, Arkansas; thence East 110 feet; thence South 150 feet; thence West 110 feet; thence North 150 feet to the point of beginning, the same being the residential property located at the Southeast corner intersection of Warner Avenue on the North and Madison Street on the West.

Lots 1 and 2 of Webb Replat of the South Half of the West Half of Block 8, Knight's 1st Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "A", Page 150 at Jonesboro, Arkansas, subject to easements as shown on recorded Plat. Subject to all matters of record or fact.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Lot 9 aforesaid; thence North along Main Street 82 feet to the place of beginning; thence West 190 feet; thence North 60 feet; thence East 190 feet; thence South 60 feet to the place of beginning. Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

The West 95 feet of the South 62 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, in Township 14 North, Range 4 East.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Lot 9; thence running North along Main Street 62 feet; thence West 95 feet; thence South 62 feet; thence East 95 feet to the place of beginning. Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

Exhibit A
Notice of Equitable Title

Attachment to Exhibit C

West Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and the West Half of the South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas,

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas,

The Real Property or its address is commonly known as 801 South Main Street, Jonesboro, AR 72401.

Parking Lots between Matthews and Warner

Lot 1 of First United Methodist Church Replat of part of Lots 2 and 9 of Knights First Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabine "C" at Page 220, in the records of Craighead County, Arkansas, and being subject to easements as shown on recorded Plat.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of Lot 9 aforesaid; thence North along Main Street 62 feet to the place of beginning; thence West 190 feet; thence North 60 feet; thence East 190 feet; thence South 60 feet to the place of beginning.

A part of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commencing at the Southeast corner of said Lot 9; thence running North along Main Street 62 feet; thence West 95 feet; thence South 62 feet; thence East 95 feet to the place of beginning.

The West 95 feet of the South 62 feet of Lot or Block 9 of Knight's First Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, in Township 14 North, Range 4 East.

Part of Lot 3 of Knight's First Addition to the City of Jonesboro, Arkansas, the same being more particularly described as follows: Begin at the Southeast corner of said Lot 3; then running West 50 feet; thence North 95 feet; thence East 50 feet; thence South 95 feet to the point of beginning, being a lot 50 x 95 feet, fronting on Warner Avenue and running North 95 feet on Union Street. (Tract 1 on Deed)

Part of Lot or Block 3 of Knight's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at a point 50 feet West of the Southeast corner of Lot or Block 3 aforesaid; thence West 70 feet; thence North 143 feet; thence East 50 feet; thence South 48 feet; thence East 20 feet; thence South 97 feet to the point of beginning. (Tract 2)

Exhibit A
Notice of Equitable Title

A part of Lot or Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at the Northwest corner of said Lot or Block 3 and run South along the West Line thereof 4 feet to the point of beginning proper; thence continue South along said West line 102 feet; thence East 50 feet; thence South 40 feet; thence East 50 feet; thence North 142 feet; thence West 100 feet to the point of beginning proper.

A rectangular strip 40 feet wide off of the South end of the following described lot: Part of Lot 3 of Knight's Addition to Jonesboro, Arkansas, described as follows: Commencing 4 feet South of the Northwest Corner of said lot; thence East 50 feet; thence South 142 feet; thence West 50 feet; thence North 142 feet to the beginning point.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North along the West line of Union Street 95 feet to the point of beginning proper; thence West parallel with Warner Avenue 50 feet; thence North parallel with Union Street 2 feet; thence West parallel with Warner Avenue 20 feet; thence North parallel with Union Street 57 feet; thence East parallel with Warner Avenue 20 feet; thence South Parallel with Union Street 5 feet; thence East parallel with Warner Avenue 50 feet to the West line of Union Street; thence South along the West line of Union Street 1.6 feet; thence West parallel with Warner Avenue 68.6 feet; thence South parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 21.6 feet; thence South parallel with Union Street 2.6 feet; thence East parallel with Warner Avenue 47 feet to the West line of Union Street; thence South along the West line of Union Street 2 feet to the point of beginning proper.

A part of Block 3 of Knight's First Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Commence at the Southeast corner of said Block 3; thence North 97 feet to the point of beginning proper; thence West parallel with Warner Avenue 47 feet; thence North parallel with Union Street 2.6 feet; thence West parallel with Warner Avenue 21.6 feet; thence North parallel with Union Street 47.8 feet; thence East parallel with Warner Avenue 68.6 feet to the West line of Union Street; thence South along the West line of Union Street 50.4 feet to the point of beginning.

Exhibit A
Notice of Equitable Title

Part of Lot or Block 3 Knight's First Addition to Jonesboro, more particularly described as follows: Begin at a point 4 ft. South of NE corner of said Lot or Block 3 and run West 50 ft; thence south 142 feet; thence East 50 ft; thence North 142 feet to the place of beginning-201 W. Matthews (Turman property Warranty Deed 146, Page 174);

A part of Lot 3 Knight's First Addition to the city of Jonesboro, Arkansas, being more particularly described as follows: Begin 4 ft. South and 50 ft. West of the NE Corner of said Lot 3; thence West a distance of 70 ft; thence South a distance of 142 ft; thence East a distance of 70 ft; thence North a distance of 142 ft to the point of beginning-205 W. Matthews (Schoenfield property Warranty Deed 159, Page 404)

Parking Lots between Warner and Oak

The North Half of the East Half of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas, being a part of the Northwest Quarter of Section 19, Township 14 North, Range 4 East.

AND

Beginning at the Northwest corner of Lot 8 of Knights Addition to the City of Jonesboro, Arkansas; thence East 110 feet; thence South 150 feet; thence West 110 feet; thence North 150 feet to the point of beginning, the same being the residential property located at the Southeast corner intersection of Warner Avenue on the North and Madison Street on the West.

Lots 1 and 2 of Webb Replat of the South Half of the West Half of Block 8, Knight's 1st Addition, Jonesboro, Arkansas, as shown by Plat recorded in Plat Cabinet "A", Page 150 at Jonesboro, Arkansas, subject to easements as shown on recorded Plat. Subject to all matters of record or fact.

Parking Lots between Main St. and Church St.

West Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and the West Half of the South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas.

East Half of Lot 1 of Eric Rogers' Subdivision of Block 10 of Knights First Addition and East Half of South 80 feet of Lot 1 of Block 10 of Knights First Addition, all to the City of Jonesboro, Arkansas.

Property located on HWY 63

Beginning at the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 30, Township 15 North, Range 3 East, Craighead County, Arkansas; thence N89°42'42"W 1330.89'; thence S00°00'48"W 1334.55', to the Quarter Section Line; thence N89°54'37"W, along the Quarter Section Line, 110.67'; thence S50°08'02"E 476.57'; thence S50°32'37"E 344.45', to the point of beginning proper; thence S50°32'37"E 238.15'; thence S39°27'23"W 250.30', to a point on a curve to the right, thence Westerly along said curve to the right (R=50.00') a distance of 78.55', to the Northerly right of way line of U.S. Highway 63; thence N50°31'56"W, along said right of way line, 188.67'; thence N39°33'31"E 300.26', to the point of beginning proper; containing 1.63 acres, more or less, subject to all rights of ways and easements of record.

The above described property is also known as Lot 7, PT NE SE, Section 30, Township 15 North, Range 3 East.

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Exhibit A
Notice of Equitable Title

EXHIBIT B
Declaration of Exigent Circumstances
(See attached)

Exhibit A
Notice of Equitable Title

**ARKANSAS CONFERENCE OF THE UNITED METHODIST CHURCH
DECLARATION OF EXIGENT CIRCUMSTANCES
REGARDING THE PROPERTY OF THE
FIRST UNITED METHODIST CHURCH OF JONESBORO, ARKANSAS
NORTHEAST DISTRICT
GCFA # 722524**

BE IT KNOWN TO ALL BY THESE PRESENTS THAT:

Bishop Gary E. Mueller, and a majority of the District Superintendents of the Arkansas Annual Conference met on December 16, 2022, and the Northeast District Board of Church Location and Building voting in accordance with its Bylaws, upon full and deliberate consideration, all CONSENTED AND DECLARED the following:

WHEREAS, First United Methodist Church of Jonesboro, Arkansas has since its founding continuously operated as a local United Methodist Church; and

WHEREAS, some, but not all, of the members of First United Methodist Church of Jonesboro, Arkansas expressed the intent to separate from the United Methodist denomination at a meeting held on July 31, 2022, and subsequently executed a Disaffiliation Agreement dated October 19, 2022. The Disaffiliation Agreement was not ratified by a simple majority of those present and voting at the November 19, 2022 Special Session of the Arkansas Conference of the United Methodist Church, making the Disaffiliation Agreement null and void in accordance with the requirements of The Discipline, applicable Judicial Council rulings, and the terms of the agreement itself; and

WHEREAS, subsequent actions taken by certain members of United Methodist Church of Jonesboro at an unauthorized meeting attempted to change the fundamental structure of the local church in a manner that is inconsistent with the ecclesiastical polity of the United Methodist Church and First United Methodist Church of Jonesboro as it has existed for hundreds of years. These actions threaten the rights of professing members of the First United Methodist Church of Jonesboro and other United Methodists. For these reasons, exigent circumstances now exist that require the immediate protection of the local church and its property for the benefit of the current church members and the denomination because First United Methodist Church of Jonesboro, Arkansas, as claimed by those unlawfully acting, is no longer serving the purpose for which it was organized and the local church property is no longer being used, kept or maintained by its membership as a place of divine worship of the United Methodist Church; and

WHEREAS, immediately upon this declaration, pursuant to ¶ 2549.3(b) of *The Book of Discipline* of The United Methodist Church, all real and personal, tangible and intangible, property of the First United Methodist Church of Jonesboro, Arkansas shall be vested in the Arkansas Annual Conference's Board of Trustees who may hold or dispose of such property in its sole discretion, subject to any standing rule of the Annual Conference; and

BE IT FURTHER RESOLVED that the Northeast District Superintendent and the Arkansas Annual Conference Board of Trustees are hereby directed and instructed to take such further action in response to this declaration as mandated by the United Methodist Book of Discipline (2016), including without limitation those found at ¶ 2549.4, .5, .6, and .7.

BE IT FURTHER RESOLVED that Bishop Gary E. Mueller, a majority of the District Superintendents of the Arkansas Annual Conference, and the Northeast District Board of Church Location and Building of the Arkansas Annual Conference hereby authorize Bishop Gary E. Mueller to execute this Declaration of Exigent Circumstances on its behalf.

[SIGNATURE FOLLOWS ON IMMEDIATELY SUCCEEDING PAGE]

Declared and Resolved on this 16th day of December, 2022.

By: Gary E. Mueller

Bishop Gary E. Mueller, on his own behalf
and as authorized signer on behalf of a
majority of the District Superintendents of
the Arkansas Annual Conference, and the
Northeast District Board of Church Location
and Building of the Arkansas Annual
Conference

EXHIBIT B

to Order on Motions for Summary Judgment

KNOWN ACCOUNTS - OTHERS MAY EXIST

<u>Bank</u>	<u>Redacted Acct</u>	<u>Title of Acct</u>	<u>Bates #</u>
FCB	0232	Operating Fund	FCB000020
FCB	0265	Designated Fund	FCB001229
FCB	0612	Early Childhood Learning Center	FCB001888
FCB	0810	Pastor's Fund	FCB002153
FCB	0380	Building Fund	FCB001477
FCB	0315	Trustees Fund	FCB001409
FCB	0695	Nettleton Fund	FCB002086
FSB	6185	Money Market Savings	FSB1 0001
FSB	7301	Operating Account	FSB2 0001
FSB	2943	Small Bus Checking	FSB3 0012
		"Payroll Account"	Petitioner-009672
????	9071	Possibly mtg acct	FCB001478
????	9063	Possibly mtg acct	FCB001478
Iberia/First Horizon	6397	possible credit card(s)	FCB002517 Petitioner 9454
Centennial	various acct(s)		Petitioner 9345-9658

FCB = First Community Bank

FSB = First Security Bank