

STATE OF GEORGIA  
Charlton Superior Court

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Wendy Whitaker  
Clerk

CHARLTON COUNTY, GEORGIA  
FILED IN OFFICE

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Wendy C. Whitaker  
CLERK SUPERIOR COURT

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IN THE SUPERIOR COURT OF CHARLTON COUNTY  
STATE OF GEORGIA

RICHARD TAYLOR, SHARON L.  
CROCKER, DOUGLAS L. GIBSON,  
JAMES ALTON CONNER, LAWANDA  
JONES;

*Plaintiffs,*

vs.

ALL PERSONS UNKNOWN WHO CLAIM  
OR MIGHT CLAIM TITLE TO SARDIS  
CHURCH AND CEMETERY,

*Defendants.*

CIVIL ACTION NO.

15V-135

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**ORDER**

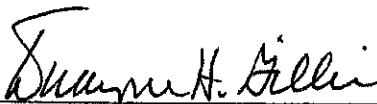
The Petition to Create a Trust in the above captioned action having been reviewed; served by publication and no objections having been filed it is HEREBY ORDERED:

- (1) A charitable trust be created to effectuate the intentions of W.O. Gibson in accordance with attached Exhibit "A";
- (2) The initial trustees of the trust be Richard Taylor, Sharon L. Crocker, Douglas L. Gibson, James Alton Conner, and Lawanda Jones;
- (3) That the trust be granted ownership of the property of:

Sardis Church and cemetery consists of ten acres of land more or less being part of lot number 45 in the 1<sup>st</sup> Land District of Charlton County, Georgia being more particularly described as follows;

Beginning at lightwood stake by the side of the public road near the corner of the fence of the Harden place and running due north about 310 yards to a stake, then due west about 175 yards to a stake near the branch, then due south about 250 yards to J.E. Rogers' line near the public road, then due east on said line of J.E. Rodgers to beginning point. This includes 1 acre immediately around the church house, which had formerly been excepted but not excepted when deed to said land was made to me.

This 27 day of January, 2016.

  
\_\_\_\_\_  
Honorable Dwayne Gillis  
Judge, Charlton County Superior Court

# SARDIS CHURCH TRUST

## Creation

The Sardis Church Trust is hereby created by agreement of the undersigned Trustees.

## Purpose

The purpose of this Trust is to provide an entity to preserve the Sardis Church and the associated cemetery as nearly as practicable in the manner that it has been in the past.

## Powers of the Trustees

The Trustees shall have the following powers:

1. To solicit and accept donations to carry out the purposes set out above;
2. To perform all actions necessary to carry out the purposes set out above;
3. To regulate the use of the cemetery;
4. To regulate the use of the buildings on the property;
5. To provide for the care and maintenance of the existing church buildings;
6. To provide for the care and maintenance of the cemetery;
7. Make such improvements on the property as are deemed appropriate by the Trustees;
8. To seek through any legal means to obtain legal title to the property described in Exhibit A.
9. To hold title to the property described in Exhibit A and any other property.

## Votes

Unless otherwise stated, all votes by trustee shall require a quorum of at least 50% of the existing trustees.

## No Requirement to Make Reports

The Trustees shall not be required to make any reports to any Court or any other entity.

## Annual Meeting

The Trustees shall meet at least annually during September on such date, time and place as they by majority vote shall designate.



### **Replacement of Trustees**

The undersigned shall constitute the initial Trustees of this trust. If any of the initial trustees shall become unable or unwilling to serve that Trustees position shall be declared vacant by majority vote of the remaining trustees at an annual meeting. If a Trustees position shall be declared vacant or becomes vacant due to the death of a Trustee the remaining Trustees shall elect a successor Trustee by majority vote at an annual meeting.

### **Modification of Trust**

Trustees may modify the terms of the trust by unanimous consent, so long as the terms remain consistent with the purpose of the trust stated above. All trustees must participate in a vote to modify terms of the trust for such modification to be valid.

### **Conduct of All Meetings**

At the initial meeting of the Trustees, the group shall elect a Chairman by majority vote. The Chairman's term shall be three years. At the expiration of a Chairman's term, a Chairman shall be elected at the annual meeting to serve a three year term. Elections shall be held so that there is never a time that there is not a duly elected Chairman.

The Chairman shall preside over all meetings. The meetings shall be conducted according to the current issue of Robert's Rules of Order or in any other manner agreed to by all the Trustees.

The Chairman can call a meeting at any time upon two weeks written notice to all Trustees, or any form of communication unanimously agreed upon by all Trustees. Any two members acting jointly may call a meeting by giving three weeks written notice to all Trustees, or any form of communication unanimously agreed upon by all Trustees.

At the initial meeting a Secretary shall be elected by majority vote. The Secretary shall record minutes at each meeting. All trustees shall have access to the minutes from each meeting. The Secretary's term shall be three years. At the expiration of a Secretary's term, a Secretary shall be elected at the annual meeting to serve a three year term. Elections shall be held so that there is never a time that there is not a duly elected Secretary. The Secretary shall create minutes of each meeting of the Trustees. The minutes shall be preserved and turned over to the Secretary's successor. A copy of all minutes shall be mailed to each Trustee within one month of each meeting of the Trustees.

At the initial meeting a Treasurer shall be elected by majority vote. The Treasurer's term shall be three years. At the expiration of a Treasurer's term, a Treasurer shall be elected at the

annual meeting to serve a three year term. Elections shall be held so that there is never a time that there is not a duly elected Treasurer.

The Treasurer shall maintain all bank accounts and investments of the Trust. The Treasurer shall maintain records of all donations to and expenditures by the Trust. At each annual meeting the Treasurer shall provide each Trustee with a written report detailing each donation received, each expenditure made and all investments of the Trust.

All bank accounts and investment accounts by the Trust shall be set up so that each Trustee may be authorized to view the accounts at whatever institution holds the accounts. Each Trustee shall have access to all available online records of bank accounts and investment accounts by the Trust.

All expenditures over \$500.00 shall be by check or similar instrument signed by the Chairman and Treasurer. Any expenditures under \$500.00 shall be made by check or similar instrument that must be signed by the Treasurer or the Chairman.

The Secretary and Treasurer may be the same trustee if so elected.

This \_\_\_ day of January, 2016.

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Sharon L. Crocker

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Douglas L. Gibson

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Richard Taylor

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
James Alton Conner

Sworn to and subscribed before me:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Lawanda Jones

State of Georgia } SS.  
Charlton County. }

# Warranty Deed.

THIS INDENTURE, made this 3<sup>rd</sup> day of February in the year of our Lord, One Thousand Nine Hundred and Thirteen, between W. O. Gibson

of the County of Charlton, State of Georgia, of the first part, and the members of Lord's Church and their successors as such members for all time to come of the County of Charlton of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of One Dollar and other valuable considerations Dollars, in hand paid at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said part y of the second part, their heirs and assigns, all that tract or parcel of land lying or being in the County of Charlton, said State of Georgia, to-wit:

Five acres of land more or less being part of lot no. 45 in the first District of said County and described as follows: Beginning at Lightwood Creek by the side of the public road near the corner of the fence and fence line and running due north about 310 yards to a stake in the ground about 175 yards to a stake in the ground then due south about 250 yards to J. E. Rogers' line on the public road then due east on said line of J. E. Rogers to beginning point. The said land is hereinafter described as the church house, which has formerly been excepted but not excepted when deed to said land was made to me.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of said members of Lord's Church and successors as such members for all time to come the said part y of the second part, their heirs, executors, administrators, and assigns in fee simple.

AND the said part y of the first part, his heirs, executors and administrators, the said bargained premises unto the said part y of the second part, their heirs, executors, administrators and assigns, against said part y of the first part, his heir executors and administrators, and all and every other person or persons, shall and will warrant and forever defend by virtue of these presents

In Witness Whereof, the said part y of the first part has hereunto set his hand and affixed his seal, the date and year first above written.

Signed, sealed and delivered in presence of  
L. E. Mallard  
J. C. Allen Clerk of the Court }  
W. O. Gibson (Seal)  
J. C. Allen (Seal)  
Recorded 11<sup>th</sup> day of January 1913  
J. C. Allen Clerk

State of FLORIDA } SS.  
WALTON County. }

THIS INDENTURE, made this TH<sup>rd</sup> day of February in the year of our Lord, One Thousand Nine Hundred and thirteen, between S. A. Cawthorn and Catherine Cawthorn Husband and wife of the County of Walton, State of Florida, of the first part, and Charles R. Turner of the State of Florida and of the County of Walton of the second part:

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of Fifty & No/100 Dollars, in hand paid at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said part y of the second part, his heirs and assigns, all that tract or parcel of land lying or being in the County of Charlton, said State of Georgia, to-wit:

Lot (12) Twelve, Block Forty-five (45) according to the official Plat filed and recorded Saint George Charlton County,

EXHIBIT

A