

a certified copy of which deed is filed herewith and prayed to be taken as a part hereof and marked Exhibit A., upon which property on November 9, 1930 the Church of the aforesaid Bethel Tabernacle was erected and dedicated.

That on January 5, 1932 by a deed from Baylor U. Crist and Nannie E. Crist, his wife to Marshall M. Bell, Silas C. Rickards and J. Vernon Boone, Trustees of Bethel Tabernacle, an unincorporated Association which deed is recorded in Liber 382 folio 45 one of the Land Records of Frederick County, Maryland, a certified copy of which is filed herewith prayed to be taken a part hereof and marked Exhibit B certain other property was conveyed to it fronting on the North side of Ninth Street and the East side of Motter Avenue in Frederick City and County, Maryland, upon which property a parsonage to be used by the duly appointed pastor of said Bethel Tabernacle was erected and completed in July of 1932.

SECOND: That Marshall Bell, J. Vernon Boone and Silas Rickards were elected Trustees in July, 1930 and continued to act as Trustees until a short time prior to November 24, 1934 when the Defendant, Evelyn D. Becker, who at the time was the Pastor of Bethel Tabernacle arbitrarily and without any notice to the congregation declared that the aforesaid Marshall Bell, Silas Rickards and J. Vernon Boone were no longer Trustees and did appoint without authority William C. Geesey, William H. Layman and Elizabeth A. Beylor to act as Trustees of Bethel Tabernacle.

THIRD: That prior to their attempted removal by the aforesaid Evelyn D. Becker, Defendant, Marshall M. Bell, J. Vernon Boone and Silas Rickards, as Trustees, executed a mortgage to the Fidelity Building and Loan Association of Frederick County, a body corporate of the State of Maryland upon the part of the property referred to in Exhibit B which mortgage constituted a first lien on said property as security for a loan of \$1500.00 now having a balance due of \$200.00 a certified copy of which mortgage is filed herewith prayed to be taken as a part hereof and marked Exhibit C.

FOURTH: That William C. Geesey, William H. Layman and Elizabeth A. Beylor purporting to act as Trustees of Bethel Tabernacle did on November 24, 1934 execute a mortgage covering all of the real estate described in Exhibit A and B to William C. Geesey which mortgage has been assigned to the Farmers & Mechanics National Bank, a body corporate of the United States of America upon which mortgage there is a balance due of \$1200.00 a certified copy of which mortgage is filed herewith prayed to be taken as a part hereof and marked Exhibit D.

FIFTH: That in the year 193\_ although William C. Geesey did not resign as one of the purported Trustees of Bethel Tabernacle in his place the Defendant, Evelyn D. Becker did unlawfully and without authority appoint William Elmer Sittig as Trustee and in that same year the said Evelyn D. Becker without authority and without calling any meeting of the congregation of Bethel Tabernacle did announce during a church service that Bethel Tabernacle was going to withdraw its affiliation from General Counsel Assemblies of God, Springfield, Missouri and did notify said Counsel of the withdrawal, which withdrawal however was without any consent or authorization of the congregation.

SIXTH: That on the 4th day of May, 1936 without the authority of the congregation the aforesaid William Elmer Sittig, William Layman and Elizabeth A. Beylor, Defendants, purporting to act as Trustees of Bethel Tabernacle did convey to Evelyn D. Becker and Elizabeth A. Beylor as joint tenants and not as tenants in common the western portion of the aforesaid property of Bethel Tabernacle which deed is recorded in Liber 402 folio 68 one of the Land Records of Frederick County, a certified copy of which is filed herewith and prayed to be taken as a part hereof and marked Exhibit E. That this conveyance was made upon the demand of the Defendant, Evelyn D. Becker and Elizabeth A. Beylor, who holds the position of Evangelist of the aforesaid Bethel Tabernacle and without any money being paid by them, although they did assume payment of the aforesaid mortgage indebtedness. That the execution of the aforesaid deed was by persons without authority as