**Document # 08. Deed Book # MMM, page # 152, et seq. March 09th, 1876**

**Thomas Hinds Lodge # 58 to Trustees Presbyterian Church**

The Lease

this indenture made & entered into this First day of January, AD, 1876, by and between Thomas Hinds Lodge No 58, of Free and Accepted Masons, duly Incorporated by the Legislature of the State of Mississippi, of the First part and J P Tunstall, Richard H Foreman & William L Harper, Trustees of the Presbyterian Church of Fayette, County of Jefferson & State aforesaid, of the second part, *Witnesseth*; That, *Whereas*, the parties of the **First part were aided in building the Lower Story of their Masons Hall Building, by the Presbyterian Congregation and Friends of said Church** and, *Whereas*, it was agreed **at the time said Hall was built in 1854** that said Lodge would execute a lease to said Church of said Lower Story for Thirty - Three years from the time upon the condition that said Church would pay the One - Third part of all moneys expended by said Lodge in repairs to said Building. And, ***Whereas***, the said Church (**page # 153**) hath hereto failed to pay the Third Pro - Rate share for such repairs but are now willing and eager to do so. And, *Whereas*, said Lodge hath never executed said Lease in accordance with said Agreement. Now, *Therefore*, the said party of the First part doth by these presents let, grant, give, lease & convey for a term of Thirty - Three years from this date to the said Trustees of the Presbyterian Church of Fayette and to their successors in office the use, occupation and enjoyment of the Lower Story of the Masonic Hall Building, the same now occupied by them for religious purposes. Reserving however the right - of - way of said Lodge through the main entrance to said Hall to their Masonic Hall in the Second Story, provided also that if said premises should cease to be used by that said church for religious purposes and none other, then it reverts to said Lodge. Upon this express condition that said Church shall pay Two Hundred Dollars in cash and give a note for One Hundred & Twenty - Six Dollars payable 01st of November, ADM 1876, being the amount now due & owing by said church to said Lodge for money paid out by said Lodge for repairs heretofore but upon said Masonic Hall Building and upon the further condition that the said Presbyterian Church shall from time to time pay or cause to be paid One - Third of all sums of money expended by said Lodge in repairs to said Building or that may be jointly made by said parties provided, also, that should said Church fail to pay the same when called upon so to do this Lease shall cease and determine and said Church doth hereby covenant to give up possession said leased premises to said Lodge. It is further agreed by said Lodge that if said Church faithfully complies with the terms and conditions of this lease that at the expiration it may be renewed at the will & pleasure of said Lodge for such period of time as the Lodge then existence shall determine. Witness whereof the said Board of Trustees of the Presbyterian Church at Fayette hereto set their hands & seals this 09th day of March, AD, 1876.

(Signed) J R Tunstall - Trustee, R H Forman - Trustee & W L Harper - Trustee.

**The State of Mississippi - Ss - Jefferson County**. Personally appeared before the undersigned, the within named J R Tunstall, R H Forman and W L Harper, Trustees of the Presbyterian Church of Fayette who severally acknowledged that they signed, sealed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office this 09th day of March, A D, 1876. (**Signed**) J B Carpenter, Mayor. **Filed for record**; August 11th, 1902m at 4:00P.m. (Signed) A K McNair, Clerk, by W J McNair, Deputy.