

Springfield
Union
Jan 12, 1969

The Rev. Nerses Baboorian, pastor of St. John the Divine Armenian Apostolic Church, stands before the altar preparing for Christmas Sunday services today. The flower-decorated altar is considered "a divine garden," the Rev. Fr. Baboorian said, and holds the Holy Communion prepared on Saturday for this morning's worship.

Armenian Church to Observe Christmas Sunday Today

Members of St. John the Divine Armenian Apostolic Church here will observe Christmas Sunday and Epiphany today with special services.

Service at 10

The morning-service at 10 and divine liturgy at 10.30 a. m. will be followed by the Blessing of Water or Baptism of Christ at 11.45.

Saturday members of the congregation prepared for the holiday with confession and communion. A communion breakfast for children also was held.

Next Sunday, members of the church will commemorate the naming of Christ. Morning service will be at 10, divine liturgy at 10.30, and a requiem service for all requests will be held at 11.45 a.m.

Christmas is observed in the Armenian Apostolic Church each year on Jan. 6.

The Rev. Nerses Baboorian, pastor, explained that because that date fell on a Monday this year, Christmas services are observed the following Sunday.

Christmastide is observed in the Armenian Church from Jan. 6 to Jan. 12 so that the Christmas service can be held on a Sunday. Christmas Eve services were held last Sunday.

The Rev. Fr. Baboorian explained that until 354 A.D., all Christian churches observed the birth of Christ on Jan. 6 but in that year, Pope

Liberius changed the date to Dec. 25, the time when the old Roman feast of Saturnalia was observed. The intent, the Rev. Fr. Baboorian said, was to make Christians forget the old pagan feast.

But the Armenian Church continued to observe Christmas on Jan. 6, and the Coptic Abyssinian, Syrian Orthodox, Jacobite and Indian Malabar Churches follow the same tradition, he said.

DEED

DIOCESE OF THE ARMENIAN CHURCH
OF AMERICA
630 Second Avenue
New York, New York 10016

To

RICHARD J. BEAMAN
5093 Bronson Drive
Lewiston, New York 14092

DATED: August , 1976

SHAVASP HANESIAN
Attorney at Law
1606 Eighth Street
Niagara Falls, N.Y. 14305
Tel. No. 282-6179

THIS INDENTURE, made the _____ day of August, 1976,

BETWEEN, the DIOCESE OF THE ARMENIAN CHURCH OF AMERICA, a religious corporation duly incorporated under and by virtue of the laws of the State of New York, with principal place of business at 630 Second Avenue, New York, New York 10016, party of the first part, and

RICHARD J. BEAMAN, residing at 5093 Bronson Drive, Lewiston, New York 14092, party of the second part,

WITNESSETH that the party of the first part, in consideration of One and More Dollars (\$1.00 & More) lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, his distributees and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Niagara Falls, County of Niagara and State of New York, known as and being Lot No. 39 and the north half of Lot No. 37 on the west side of Ninth Street, as shown on a map of the Village of Niagara Falls (now City), made by Jesse P. Haines, and filed in the office of the Clerk of Niagara County, on December 20, 1861, now under cover No. 390, and also in Book _____ of Microfilm Maps at page _____.

TOGETHER WITH the appurtenances and all the estate and rights

of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his distributees and assigns forever.

AND the party of the first part covenants as follows:

FIRST, That the party of the second part shall quietly enjoy the said premises;

SECOND, That the party of the first part will forever warrant the title to said premises.

THIRD, That, in Compliance with Sec. 13 of the Lien Law, the grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

FOURTH, That the party of the first part is not, by virtue of this conveyance, disposing of all or substantially all of its assets within the meaning of Section 511 of the Not-For-Profit-Corporation Law.

IN WITNESS WHEREOF, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to

be signed by its duly authorized officer this _____ day of August, Nineteen Hundred and Seventy-six.

DIOCESE OF THE ARMENIAN CHURCH OF AMERICA

By Ab. Torkom Manoogian
Archbishop Torkom Manoogian, Arachnort
and President

STATE OF NEW YORK)
(SS.:
COUNTY OF NEW YORK)

On this _____ day of August, Nineteen Hundred and Seventy-six, before me personally came Archbishop Torkom Manoogian to me personally known, who, being by me duly sworn, did depose and say that he resides in the City and County of New York that he is the Arachnort and President of the Diocese of the Armenian Church of America the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Diocesan Council and Diocesan Board of Trustees of said corporation assembled in a joint meeting; and that he signed his name thereto by like order.

NOTARY PUBLIC

SHAVASP HANESIAN
ATTORNEY AT LAW
1606 EIGHTH STREET
NIAGARA FALLS, NEW YORK
14305

Sept 7/76

At the closing the seller shall tender to the purchaser a warranty deed with lien covenant conveying a good and marketable title in fee simple, free and clear of all liens and encumbrances, except those provided for herein. If the seller is acting in a fiduciary capacity he shall convey by an appropriate deed. Seller shall pay for documentary stamps required.

At the direction of the purchaser, such deed shall be delivered to the attorney for the purchaser or for the purchaser's prospective mortgagee, in escrow, conditioned upon the payments herein above provided.

The purchaser shall accept title subject to building and sub-division restrictions of record and provisions of the zoning ordinances, provided there is no present violation thereof, public utility easements of record provided they do not substantially interfere with the beneficial use of the property; also subject to:

NONE

The seller represents, which representation shall not survive closing: the improvements on the premises are properly connected to public sewer and water mains, if available to the premises at date of closing; if premises is served only by a private sewage disposal (septic tank) or private water system, that a current certificate or certificates reciting acceptable testing by the County Health Department, or similar body having jurisdiction, will be furnished prior to closing; or, if the premises is a vacant lot to be served by like facility or facilities, the premises will comply at date of closing with requirements of the Health Department or similar body having jurisdiction. Any expense in determining compliance shall be borne by the seller. If seller is unable to comply with the appropriate representation, purchaser shall have the right to declare this contract null and void and the down payment shall be returned.

Purchaser may occupy premises **Upon Closing**. Seller acknowledges that there is a month to month lease on the premises and seller agrees to give notice to the present tenant to vacate said property on or before May 31, 1976. In the event the tenant does not vacate on or before said date, and in the event this transaction is not closed by said date, seller will bring summary proceedings for eviction.

All trees, shrubs and all fixtures, apparatus, machinery, fittings, awnings, T.V. aerial, shades, venetian blinds, drapery rods, curtain rods, wall-to-wall carpeting, screen doors, screen windows, storm doors, storm windows, and all other equipment contained in and permanently attached to said premises and used in the connection with the heating, lighting, plumbing and general operation of said premises, are represented to be owned by the seller free from liens and encumbrances and are included in this sale, except as follows:

NO EXCEPTIONS

In case title to the premises is not good and marketable, or if the premises or improvements thereon violate building restrictions of record, or municipal, state or federal ordinances, laws or regulations except as herein set forth, this contract shall become null and void upon written notice from one party to the other to such effect, and the down payment returned. If the purchaser shall elect to take title subject to any alleged defects or objections, or if the seller shall elect to furnish a policy of title insurance insuring marketability, subject only to standard exceptions, and at standard rates, the purchaser shall accept the same in lieu of marketable title, and seller shall pay the cost thereof; in either of such events this contract shall not become null and void, but shall remain in full force and effect. The seller shall be required to furnish title insurance only for the full purchase price shown above.

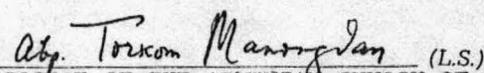
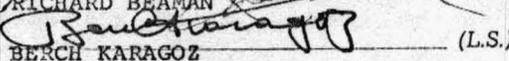
It is further agreed that this transfer shall be closed at the office of seller's attorney on **May 31, 1976**, or upon such other date or place as shall be mutually agreed upon by the parties hereto or by their respective attorneys.

The deposit made will be returned if this contract is not executed by the seller.

The stipulations aforesaid shall apply to and bind distributees, executors, administrators, successors and assigns of the respective parties.

No oral representations shall survive the execution of this contract.

In witness whereof, the said parties have hereunto set their hands and seals the day and year first above written.

 (L.S.)  (L.S.)
RICHARD BEAMAN (L.S.) **DIocese of the Armenian Church of**
 (L.S.) **AMERICA** (L.S.)
BERCH KARAGOZ

RIDER TO SALES CONTRACT

The balance of the purchase price shall be paid as follows:

1. An additional payment of \$8,500.00 on closing with the seller taking back a purchase money mortgage, in the sum of \$31,000.00, said sum of \$31,000.00 to be paid by the purchaser within 15 years at a monthly rate of \$305.27, and at the rate of 8 1/2% per annum. Said sum to be applied to the interest and the balance thereof, to the reduction of the principal sum.

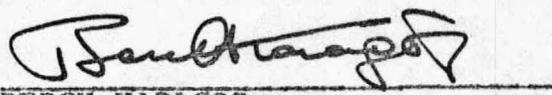
There shall be a 5 year call date on said mortgage. Purchaser shall have the right of pre-payment.

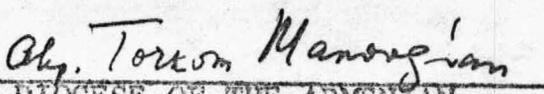
2. If purchaser cannot purchase as aforesaid, the parties agree to a land contract as follows:

An additional sum of \$3,500.00 on closing, and the balance thereof, in the sum of \$36,000.00, to be paid in 15 years at the rate of \$354.51, per month, at an interest rate of 8 1/2% per annum said payments to be applied to the interest due and the balance thereof, to the reduction of the principal. Purchaser shall maintain the property and pay water, taxes, and insurance. Purchaser shall have the right of pre-payment and if purchaser can pay an additional \$5,000.00, during this land contract, credit being given for principal reduction on payments already made, purchaser may purchase property with the execution and delivery of the \$31,000.00 purchase money mortgage upon the same terms

as set forth in paragraph number 1.


RICHARD BEAMAN


BERCH KARAGOZ


DIOCESE OF THE ARMENIAN
CHURCH OF AMERICA

WILFRED M. LACEY
ATTORNEY AND
COUNSELLOR AT LAW
8687 BUFFALO AVENUE
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NEW YORK 14304