

# Trident Land Transfer Company

431 West Lancaster Avenue, Devon, PA 19333-1509 / Phone: (610)889-7660

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**Date:** June 20, 2012

**Seller:** Lawrence M. Dilworth, Jr., Executor of the Estate of  
Maryland L. Dilworth, deceased

**Buyer:** \_\_\_\_\_

**Address:** 479 Dilworth Road, Downingtown, PA 19335

**File #:** 12PA4539

Attached please find the Title Commitment for the above referenced property. The Title Commitment is a result of the search of public records regarding this property. Please review it carefully and attend to all items applicable to you prior to settlement.

## Listing Agent/Seller

- \* Please notify us if the Sellers are a party to divorce proceedings.
- \* Please provide receipts for Taxes, Sewer, Trash and Water (if provided by a Municipality) for the current and prior three year period.
- \* Please provide mortgage payoff statements, or a release letter, for all mortgages shown on Commitment.
- \* Please provide Statewide Support Lien Search.
- \* If Seller is not attending settlement, please advise me, so that a Deed Package can be prepared.

## Selling Agent/Buyer

- \* The attachments in Schedule B Section 2 are available at our office upon request.
- \* Please remember that your funds for closing must be in the form of an "Official Bank Check" or wire.

## Important Title Conditions

1. UPI# 30-2-58 comes under Act 319.....this parcel is owned by the Estate of Maryland L. Dilworth, deceased
2. Possible Inheritance tax and Estate taxes are due
3. Subject to possible claims by the Pa Department of Welfare against the Estate of Maryland L. Dilworth deceased

**All Parties**

- \* All Power of Attorney forms must be approved prior to settlement and the original Power of Attorney must be submitted for recording to Trident Land Transfer at closing.
- \* Please review the spelling of your name and contact us with any changes that are needed.
- \* Please be advised, Social Security Numbers are required for Real Estate Transactions.
- \* Attachments listed in the title commitment are available upon request (extra charges may apply).
- \* Government issued identification is required for all parties at closing.

If any of the parties involved need additional assistance with settlement questions, please feel free to contact us. We appreciate and value your business.

Sincerely,

*Carol Desko*

Carol Desko

Cc:

**Trident Land Transfer Company**  
431 West Lancaster Avenue, Devon, PA 19333-1509  
Agent for  
**Commonwealth Land Title Insurance Company**

Commitment Number: 12PA4539

**SCHEDULE A**

1. Commitment Date: May 21, 2012 at 12:00:00
2. Policy (or Policies) to be issued: Amount
  - (a) Owner's Policy ( )  
Proposed Insured:  

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  - (b) Loan Policy ( )  
Proposed Insured:  

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3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Lawrence M. Dilworth, Jr., Executor of the Estate of Maryland L. Dilworth, deceased
4. The land referred to in this Commitment is described as follows:  
479 Dilworth Road, Downingtown, Chester County, PA 19335  
SEE SCHEDULE C ATTACHED HERETO

# Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

## SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded as follows:

- a. Deed from Lawrence M. Dilworth, Jr., Executor of the Estate of Maryland L. Dilworth, deceased to \_\_\_\_\_.
  - a. Mortgage from \_\_\_\_\_ to to secure \$.
1. Payment of full consideration to or for the account of the grantors or mortgagors.
  2. Payment of the premiums, fees and charges for the policy.
  3. Possible unfiled mechanics liens and municipal claims.
  4. Terms of any unrecorded lease or rights of parties in possession.
  5. Proof that all natural persons in this transaction are of full age and legally competent.
  6. Proof of identity of parties as set forth in Recital.
  7. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
  8. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
  9. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
  10. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.
  11. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.

Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

**SCHEDULE B - SECTION I**  
**REQUIREMENTS**  
(Continued)

12. TAXES:

Receipts for Township, County and School Taxes for the three prior years to be produced.  
Township, County and School Taxes for the current year 2012  
Assessment \$415,100.00 (F.M.V.) & \$166,500.00 (Act 319)  
Tax ID / Parcel No. 30-02-0058 / UPI 30-2-58

13. WATER AND SEWER RENTS:

Receipts for Water and Sewer Rents for the three prior years to be produced.  
Water and Sewer Rents for the current year 2012.

14. MECHANICS AND MUNICIPAL CLAIMS: NONE

15. MORTGAGES: NONE

16. JUDGMENTS: NONE

17. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.

18. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

19. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.

20. Possible Inheritance Tax due to Commonwealth of Pennsylvania by the Estate of Maryland L. Dilworth, deceased.

21. Possible Federal Estate Tax due the United States of America by the Estate of Maryland L. Dilworth, deceased.

22. Subject to possible claims by the Pennsylvania Department of Welfare against the Estate of Maryland L. Dilworth, deceased, should this transfer be made without valuable and adequate consideration.

Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

**SCHEDULE B - SECTION I  
REQUIREMENTS  
(Continued)**

23. Names of purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.

24. Last Insured Not Available.

25. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report:  
NONE

## Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

### SCHEDULE B - SECTION II EXCEPTIONS

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Public and private rights in and to that portion of the premises lying in the bed of Dilworth Road (T-410).
7. Rights granted to Philadelphia Electric Company and The Bell Telephone Company of Pennsylvania as more particularly set forth in Misc. Deed Book 68 page 73.
8. Rights and conditions as set forth in Deed Book S-24 page 76.
9. Rights granted to Socony-Vacuum Oil Company, Incorporated, as more particularly set forth in Misc. Deed Book 83 page 117; Assignment of same to Magnolia Pipe Line Company as set forth in Misc. Deed Book 128 page 400.
10. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 184 page 489 and Record Book 961 page 248.
11. Rights granted to PECO Energy Company as more particularly set forth in Record Book 3801 page 1942.
12. Contract and Covenant (under Act 319) as set forth in Record Book 4432 page 165 and any penalties incurred by reason of breach of same.

Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

**SCHEDULE B - SECTION II**

**EXCEPTIONS**

(Continued)

13. Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth on Plan File #13854.



# Commonwealth Land Title Insurance Company

Commitment Number: 12PA4539

## SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN parcel of land with 3 existing dwellings and various farm buildings erected thereon, situate in East Brandywine Township, Chester County, Pennsylvania, bounded and described according to a final subdivision plan for Maryland L. Dilworth, prepared by Stapleton & Leisey, Professional Land Surveyors, dated 11/26/1996 and last revised 3/10/1997 and recorded in Chester County on 5/15/1997 as Plan #13854, as follows to wit:

BEGINNING at a point on the title line within Dilworth Road (T-410), said beginning point being located from the Southwest corner of the Dilworth Farm by a bearing of North 05 degrees 14 minutes 37 seconds East and a distance of 656.03 feet; thence from said point of beginning and continuing along said title line within Dilworth Road North 05 degrees 14 minutes 37 seconds East 50.13 feet to a point, a corner of Parcel No. 2; thence leaving said Dilworth Road and along Parcel No. 2 for the following 10 courses and distances: (1) South 88 degrees 45 minutes 00 seconds East 400.97 feet to a point; (2) North 05 degrees 14 minutes 37 seconds East 220.27 feet to a point; (3) South 87 degrees 00 minutes 00 seconds East 287.31 feet to a point; (4) North 03 degrees 00 minutes 00 seconds East 525.73 feet, crossing a Mobil Pipeline to a point; (5) South 55 degrees 10 minutes 08 seconds East 546.86 feet to an existing corner post; (6) South 12 degrees 15 minutes 54 seconds West 575.93 feet recrossing the Mobil Pipeline to a point; (7) South 78 degrees 08 minutes 48 seconds West 468.72 feet to a point; (8) South 87 degrees 22 minutes 00 seconds West 225.79 feet to a point; (9) North 05 degrees 14 minutes 37 seconds East 203.40 feet to a point; and (10) North 88 degrees 45 minutes 00 seconds West 400.97 feet to the point and place of beginning.

UPI# 30-2-58

BEING Parcel No. 1 as shown on the above subdivision plan.

Being the same premises which Maryland L. Dilworth by Deed dated 6-17-1997 and recorded 7-22-1997 in Chester County in Record Book 4206 Page 887 conveyed unto Maryland L. Dilworth, in fee.

And the said Maryland L. Dilworth departed this life on or about 10-8-2011 leaving a Will probated and registered at Chester County as #1511-1814 wherein she appointed Lawrence M. Dilworth, Jr. as Executor to whom Letters Testamentary were granted on 10-18-2011.

DEED

DALLAS PRATT  
TO  
MORRIS L. DILLWORTH

This Indenture,

made the eighteenth day of November in the year of our Lord, two thousand four hundred and fifty, BETWEEN Dallas Pratt, Singleman of East Bradywines Township, Chester County, Pennsylvania, party of the first part, AND Morris L. Dillworth, of East Bradywines Township, Chester County, Pennsylvania, party

of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar lawful money of the United States of America, well and truly paid by the said party of the second part to the said party of the first part, and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, conveyed, released, confirmed, and by these presents do give, bargain, sell, alien, confirm, release, convey and certify unto the said party of the second part, his heirs and assigns,

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All that certain messuage, plantation and tract of land situated in the Township of East Bradywines, County of Chester and State of Pennsylvania, bounded and described as follows:-

Beginning at a post a corner, now or late of David Farries' land, thence by land, now or late of Mordecai Logkin and Samuel Harrison's, North eighty nine and a half degrees East one hundred and thirty two perches and three tenths to a stone in a public road, thence by land, now or late of the said Samuel Harrison, North fifty degrees East nine perches and five tenths to a stone, thence by land now or late of Ezra Wilson the three following courses and distances, South two degrees West seventy four perches and five tenths to a stone South eighty eight degrees and a half East thirty two perches to a stone, South three degrees and a half West two perches, to a stone, thence by land, now or late of John Roe and Samuel Harrison, North eighty eight degrees and a half West seventy seven perches and six tenths to a stone, thence by land, now or late of Samuel Harrison and John Roe, South three degrees and a half East eighty eight perches and six tenths to a stone, thence by land, now or late of John Christian, South eighty eight degrees and three quarters West nine perches and five tenths to a stone, thence by land, now or late of David Harris, North one degree and a half West one hundred and fifty six perches and six tenths to the place of beginning.

Containing one hundred and eight acres and twenty five perches of land, to the sixteenth or less. Being the same premises which Charles H. Blisten, et ux by deed dated June 28th, 1941, and recorded in the Recorder of Deeds Office of Chester County, in Deed Book T 20, Volume 49, Page 261, granted and conveyed unto the party of the first part hereto in fee,

Under And Subject to a certain right of way granted by Isaac T. Hall, et ux, to the Bell Telephone Company of Pennsylvania and the Philadelphia Electric Company, dated April 20th, 1927, and recorded in Miscellaneous Book No. 88, Page 7340, of this Township, Chester County and State of Pennsylvania, bounded and described as follows, to wit:-

Beginning at the northwest corner thereof, a point at a Walnut tree, on line of land of Clarence Cook, and being located a distance of 900.5 feet toward from a post marking the north west corner of land of which these premises were a part, thence by land of Clarence Cook crossing the State Highway from Guthrieville to Lymfield, and along in a westerly public road, by land of William D. Marshall, respectively, South eighty six degrees and thirty five minutes east six hundred and thirty nine and four tenths (639.4) feet to a spike in the said road; thence by land of the grantor of which these premises were a part, about to be conveyed to M. L. Dillworth, South nine degrees and fifty minutes West, three hundred and twenty two and five tenths (322.5) feet to a stake; thence by the same, South eighty one degrees and thirty minutes west, two hundred and twenty nine and five tenths (229.5) feet to a spike in the State Highway leading from Guthrieville to Lymfield; thence along in the said following three courses, South nineteen degrees and fifty minutes East, one hundred and eight (108) feet to a point at the end of a lane leading to buildings on these premises; thence South eleven degrees and fifty minutes east, one hundred and thirty five (135) feet to a point in said Highway; thence South one degree and forty minutes West, one hundred and eighty six (186) feet to a point in said Highway; thence leaving the Highway by land of the same, North five degrees and ten minutes West, one hundred and sixty five (165) feet to a point at the northeast corner of a shed; thence still by land to be conveyed to M. L. Dillworth, North twenty one degrees and fifteen minutes East, four hundred and forty eight and six tenths (448.6) feet to the place of beginning.

Containing two and thirty five hundredths acres (10.354) The party of the first part, hereby grants, to the party of the second part, his heirs and assigns, a right of way over and across the present driveway leading from the Lymfield Guthrieville Road to the barn located on the premises hereby acquired by the party of the second part, so long as the barn and right of way shall be used to at present.

At North sixty six degrees and twenty minutes West six hundred and sixty eight (668) feet to a stake; thence by the same,

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The party of the first part hereby grants to the party of the second part, his heirs and assigns, the right to obtain from the spring now supplying the dwelling house with water, (first repairing a reasonable use for such dwelling), a sufficient water supply to take care of not more than 25 head of live stock in the barn located on the property hereby conveyed to the party of the second part, which water supply shall remain and be distributed through the present water supply and its necessary facilities which now services said barn. The cost of maintaining and renewing the pipe line from the dwelling house situate on the 10.35 acre tract (hereinafter reserved) to the said barn shall be at the sole expense of the party of the second part, and the party of the second part shall have the right of ingress and egress over and across said 10.35 acre tract for the purpose of maintaining and renewing said pipe line.

The party of the second part agrees for himself, his heirs and assigns, that no corral building, dwelling or other substantial building shall be erected within 300 feet of the courses identified as North 5 degrees 10 minutes West 195 feet, thence North 21 degrees 15 minutes East 440.0 feet, and within the area bounded by the following courses and distances: From a stake at the southwest corner of the land about to be conveyed to the party of the first part along the course identified as South 61 degrees 20 minutes East 500 feet to a point in the Lyndell (Charlottesville Road), thence continuing Southward along the center line of said road 800 feet to a point; thence by a straight line at right angles to said road along the existing ridge of land 715 feet to a point; thence more or less at right angles by a straight line running northward to a point 300 feet East of a stake, being the place of beginning; nor upon that area of land the customary course of which is described as South 0 degrees 50 minutes West 322.0 feet, and having a public road on the northeast side thereof, and by a straight line projected westward from a distance of 322.0 feet measured from the intersection of the aforesaid public road and Davis Lane to a stake in the southwest corner of land about to be conveyed by the party of the first part. Reserving always, however, to the party of the second part his heirs and assigns the right to rebuild the present buildings if destroyed by fire or in any other manner.

xii and a line identified as the Davis Lane on the East side thereof.

XX The Address of the within-said Grantee is E. Brandywine Trg., Chester Co., Pa., M. Porly Tresson On behalf of the grantee

TOGETHER with all and singular the holdings, improvements, woods, ways, rights, liberties, privileges, benefices, tenements and appurtenances to the same belonging, in as well as the hereditaments, and the revenues and interests, rents, profits and profits thereof, and of every part and parcel thereof; AND ALSO, all the rights, rights, title, interest, property, franchises, claims and demands whatsoever, both in law and equity, of the said party of the first part, of, in, and to the said premises, with the appurtenances of the first part of, in, and to the said premises.

Signed, sealed and Delivered in the presence of Dallas Pratt (SEAL) 1950

Witnessed, the day of the date of the above Indenture, of the full and legal force and effect thereof, Dallas Pratt (SEAL)

State of Pennsylvania, County of Chester ON THE eighteenth day of November 1950, before me, A Justice of the Peace duly commissioned in and for the Commonwealth of Pennsylvania the undersigned officer, personally appeared Dallas Pratt, singleman,

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein mentioned, and declared the same might be recorded as such. IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

XX Transcribed by: [Signature] Compared by: [Signature] My Commission expires 1st Monday in January

Recorded November 21, 1950

# Trident Land Transfer Company

431 West Lancaster Avenue, Devon, PA 19333-1509 / Phone: (610)889-7660

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**Date:** June 20, 2012

**Seller:** The Dilworth Family Limited Partnership, a Pennsylvania Limited Partnership

**Buyer:**

**Address:** ES Dilworth Road, Downingtown, PA 19335

**File #:** 12PA4539X

Attached please find the Title Commitment for the above referenced property. The Title Commitment is a result of the search of public records regarding this property. Please review it carefully and attend to all items applicable to you prior to settlement.

## Listing Agent/Seller

- \* Please notify us if the Sellers are a party to divorce proceedings.
- \* Please provide receipts for Taxes, Sewer, Trash and Water (if provided by a Municipality) for the current and prior three year period.
- \* Please provide mortgage payoff statements, or a release letter, for all mortgages shown on Commitment.
- \* Please provide Statewide Support Lien Search.
- \* If Seller is not attending settlement, please advise me, so that a Deed Package can be prepared.

## Selling Agent/Buyer

- \* The attachments in Schedule B Section 2 are available at our office upon request.
- \* Please remember that your funds for closing must be in the form of an "Official Bank Check" or wire.

## Important Title Conditions

1. UPI 30-2-58.8 comes under Act 319 this parcel is owned by the Dilworth Family Limited Partnership
2. Names of the General Partners to be provided . and Certificate of Limited Partnership to be produced and examined , Limited Partnership Agreement to be produced and names of the General Partners and Proof that they are all of the general partners
- 3.

**All Parties**

- \* All Power of Attorney forms must be approved prior to settlement and the original Power of Attorney must be submitted for recording to Trident Land Transfer at closing.
- \* Please review the spelling of your name and contact us with any changes that are needed.
- \* Please be advised, Social Security Numbers are required for Real Estate Transactions.
- \* Attachments listed in the title commitment are available upon request (extra charges may apply).
- \* Government issued identification is required for all parties at closing.

If any of the parties involved need additional assistance with settlement questions, please feel free to contact us. We appreciate and value your business.

Sincerely,

*Carol Desko*

Carol Desko

Cc: