

# COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



File # 13PA7783

COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements, all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate Twelve (12) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed with the facsimile signatures of its President and Secretary and sealed as required by its By-Laws.

## COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

Secretary



By:

President

### CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

Commitment Number: 13PA7783

**SCHEDULE A**

1. Commitment Date: August 27, 2013 at 12:00:00
2. Policy (or Policies) to be issued: Amount
  - (a) Owner's Policy ( ALTA H.O. Policy (02/03/10) )  
Proposed Insured:
  
  - (b) Loan Policy ( )  
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Christopher J. Nussbaumer and Renee Nussbaumer, husband and wife
4. The land referred to in this Commitment is described as follows:  
881 South Five Points Road, West Chester, Chester County, PA 19382  
SEE SCHEDULE C ATTACHED HERETO

# Commonwealth Land Title Insurance Company

Commitment Number: 13PA7783

## 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 Christopher J. Nussbaumer and Renee Nussbaumer, husband and wife 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: 13PA7783

**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 2013  
Assessment \$558,510.00  
Tax ID / Parcel No. 52-06-0022/ 52-6-22  
2012 Real estate taxes returned unpaid to Tax Claim Bureau (Note: 2013 costs remain unpaid)
  
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 2013.
  
14. MECHANICS AND MUNICIPAL CLAIMS:
  
15. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 5-7-2009 No. 2009-05213-LN in the amount of \$796.60
  
16. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 5-7-2009 No. 2009-05214-LN in the amount of \$796.60
  
17. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 10-12-2010 No. 2010-12446-LN in the amount of \$899.10
  
18. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 10-12-2010 No. 2010-12447-LN in the amount of \$899.10
  
19. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 1-24-2013 No. 2013-00739-LN in the amount of \$1,368.50
  
20. Plaintiff: West Goshen Township  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer  
Filed: 1-24-2013 No. 2013-00740-LN in the amount of \$1,368.50

Commonwealth Land Title Insurance Company

Commitment Number: 13PA7783

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

21. MORTGAGES:

22. Amount: \$290,000.00  
Mortgagor: Dorothea Nussbaumer  
Mortgagee: Chapel Mortgage Corporation  
Dated: 4-22-1997 and Recorded 4-30-1997 in Record Book 4170 Page 170. Assigned to Bankers Trust Company of California, NA, recorded 1-14-1998 in Record Book 4287 page 2126.
23. Amount: \$1,200,000.00  
Mortgagor: Christopher J. Nussbaumer and Renee Nussbaumer  
Mortgagee: Commerce Bank, N.A.  
Dated: 6-29-2007 and Recorded 7-3-2007 in Record Book 7203 Page 442. Assignment of Leases and Rents recorded 7-3-2007 in Record Book 7203 page 482.
24. Note: The above mortgage appears to be an OPEN END MORTGAGE securing future advances. If this mortgage is to be paid in full/satisfied and removed from the policy to be issued on this matter, the equity loan account is to be closed or frozen before the payoff is issued. For further information on this requirement please review and comply with Company Underwriting Bulletin - No. 2011-RC-01.

25. JUDGMENTS:

26. Plaintiff: Commonwealth of PA, Dept. of Revenue  
Defendant: Dorothea Nussbaumer  
Filed: 4-7-1998 No. 1998-02963-LN in the amount of \$77.53
27. (a) Plaintiff: Commonwealth of PA, Dept. of Revenue  
Defendant: Dorothea Nussbaumer  
Filed: 8-26-1999 No. 1999-07367-LN in the amount of \$3950.83
- (b) Plaintiff: Commonwealth of PA, Dept. of Revenue  
Defendant: Christopher J. Nussbaumer and Wescho Company, Inc.  
Filed: 7-24-2012 No. 2012-07578-LN in the amount of \$30,971.35
- (c) Plaintiff: TD Bank, N.A.  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer, et al  
Filed: 1-16-2013 No. 2013-00450-JD in the amount of \$1,222,135.57
- (d) Plaintiff: TD Bank, N.A.  
Defendant: Christopher J. Nussbaumer and Renee Nussbaumer, et al  
Filed: 1-16-2013 No. 2013-00471-JD in the amount of \$111,623.70

Commonwealth Land Title Insurance Company

Commitment Number: 13PA7783

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

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.

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.

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

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

Last Insured: Keystone Settlement Services, Inc.; No. PH021408DC; Dated: 2003; Amount: \$1,100,000.00.

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: 13PA7783

## 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 beds of Little Shiloh Road and Five Points Road.
7. Rights granted to Philadelphia Electric Company as more particularly set forth in Misc. Deed Book 172 page 389.
8. Rights of others in and to stream crossing premises.
9. Easement Agreement as set forth in Record Book 4367 page 1401.

#7

AN 25 1 42 PH '67

12943

RIGHT OF WAY GRANT

Be it known that for and in consideration of the payment by PHILADELPHIA ELECTRIC COMPANY of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the undersigned hereby grant(s) to Philadelphia Electric Company, its successors and assigns, the right to erect, install, operate, maintain, renew, add to, relocate, and remove such facilities, including poles, cross arms, wires, cables, anchor guys, conduits, manholes, gas mains, gas service pipes, and appurtenances, as shall be necessary for the transmission and distribution of electricity and gas within the legal right of way limits of a public highway known as Little Shiloh road (T 367) on the northwest side thereof, as now existing or as may be hereafter established, abutting premises of the undersigned (part of the aforesaid facilities such as wires, cross arms and appurtenances overhanging the said premises adjacent thereto) located at a point no feet northeast of Five Points road (L.S. 15225) and extending northeast for a distance of 626 feet, bounded on the northeast by lands now or late of J. Dickey and on the southeast by lands now or late of Five Points road (L.S. 15225).

in the Township of WEST CHESTER, County of CHESTER, Commonwealth of Pennsylvania, with right of ingress and egress to and from said facilities and right to trim and keep trimmed, in a workmanlike manner, all trees and branches of trees, to the extent deemed necessary by the Company to provide sufficient clearance for the protection of the aforesaid facilities.

This Company is further granted the right to locate said poles outside the limits of said highway but immediately adjacent thereto, also the further right to install outside the limits of said highway such anchor guys as may be necessary to stabilize said poles.

EXECUTED this 16<sup>th</sup> day of JANUARY A. D. 1967

In the presence of:

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
 HAROLD K. HUBBARD  
 (SEAL)  
*[Signature]* (SEAL)  
 DOUGLAS R. HUBBARD  
 (SEAL)

BOOK 172 PAGE 389



03370  
# 12943

**RIGHT OF WAY GRANT**

FROM  
HERBERT A. NUSSBAUMER  
AND  
RODRIGUE K. NUSSBAUMER, his wife

TO  
Philadelphia Electric Company

Philadelphia  
West Goshen Township  
Chesler County  
Pottsville

mod

COMMONWEALTH OF PENNSYLVANIA.

COUNTY OF DAUPHIN

On (this) 11th day of September, 1967 before me, Herbert A. Nussbaumer, Jr., Notary Public in and for the County of Dauphin, State of Pennsylvania, the undersigned officer, personally appeared Herbert A. Nussbaumer, Jr. and Rodrigue K. Nussbaumer, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:



RECEIVED COPY  
C.A.M.C. 11/19 PM 3:49

I hereby certify that the true, full and complete value of this transaction is \$100

Herbert A. Nussbaumer, Jr.  
Title of Officer

My Commission Expires

REC'D 172 REC 390

#9  
A-21

## EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT** is made this 16<sup>th</sup> day of December, 1997, by and between JOACHIM NUSSBAUMER, DOROTHEA NUSSBAUMER IVERSON and WINNIFRIED NUSSBAUMER, who comprise the general partners of JWD ASSOCIATES, a Pennsylvania general partnership, with an address c/o Joachim Nussbaumer, 880 Five Points Road, West Chester, Pennsylvania 19382 ("Grantor") and PENNSYLVANIA DEPARTMENT OF TRANSPORTATION, with an address of 555 Walnut St., Form Place, 9th Floor, Harrisburg, PA 17101-1900 ("Grantee").

### Background

WHEREAS, Grantor is the owner in fee simple of certain lands and premises situated at the intersection of Westown and Little Shiloh Roads, in West Goshen Township, Chester County, Pennsylvania, designated as Chester County tax parcel number 52-6-42 and

WHEREAS, Grantee has requested and Grantor has agreed to provide a twenty-five (25) feet by twenty-five (25) feet storm sewer easement as described on Exhibit "A" attached hereto and made a part hereof (the "Easement Area") on property owned by Grantor.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements herein contained, and for other good and valuable consideration paid by Grantor to Grantee, the receipt of which is hereby acknowledged by Grantor, it is agreed by and between the parties hereto as follows:

1. Grant Of Easement. Grantor does hereby grant and convey to Grantee an easement (the "Easement") in and to the Easement Area for the following purpose and no other: to install, maintain, inspect, repair and replace certain storm drainage facilities (the "Improvements") to be located within the Easement Area, and to allow storm water to flow across the lands of Grantor.
2. Access To Easement Area. This Easement shall permit Grantee, its employees and agents, access to the Easement Area as may be reasonably necessary to perform the purposes of this Easement as set forth herein. Grantee agrees not to obstruct or interfere in any way with the free flow of pedestrian or vehicular traffic over the Easement Area except to the extent necessary for reasonable repair and maintenance and traffic regulation and control. Grantee further agrees that, except in the event of an emergency, Grantor shall be provided at least thirty (30) days' notice of the commencement of any construction activities in the Easement Area.
3. Covenants Of Grantee. Grantee covenants and agrees that during the term of the Easement, Grantee shall, at its sole cost and expense:
  - (a) Submit to grantee not less than fifteen (15) days prior to the commencement of the construction of the Improvements submit to Grantor, plans for all construction in the Easement Area indicating the location and nature of the Improvements as

BK 4367PG1401

well as measures to be taken to minimize soil disturbance and the plan of restoration to be undertaken immediately after the completion of construction of the Improvements.

(b) Construct the Improvements in compliance with all applicable laws ordinances and regulations.

(c) Maintain the improvements at all times in good condition and repair and in accordance with their intended purpose, design and specifications.


(d) Obtain waivers of mechanic's liens running to the benefit of the Grantor from all persons performing work, or supplying materials, to the Easement Area and certificates evidencing insurance, satisfactory to the Grantor covering the activities of persons entering upon the Easement Area from time to time at the express or implied invitation of the Grantee.


(e) Defend, indemnify and hold Grantor harmless from and against any and all losses, costs, expenses, claims, charges, suits and damages including, without limitation, reasonable attorney's fees, arising from or relating to: i) injury to or death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Easement Area, the Improvements or, ii) the activities of Grantee, it's agents or employees in the Easement Area.


4. Covenants Run With The Land. The term of the Easement in this Easement Agreement shall continue perpetually unless mutually terminated by agreement of the parties hereto, which agreement must be in writing. The covenants, agreements and conditions herein contained shall inure to the benefit of and be binding upon Grantor, Grantee and their successors, grantees and assigns and are intended to be and shall be covenants running with the land.

IN WITNESS WHEREOF, Grantor and Grantee have set forth their hands and seals the day and year first above written.


GRANTOR: JWD ASSOCIATES, a  
Pennsylvania General Partnership

By:   
JOACHIM NUSSBAUMER, individually  
and as a partner of JWD Associates

By:   
DOROTHEA NUSSBAUMER IVERSON,  
individually and as a partner of JWD Associates

By:   
WINNFRIED NUSSBAUMER, individually  
and as a partner of JWD Associates

GRANTEE: PENNSYLVANIA DEPARTMENT  
OF TRANSPORTATION

By:   
Mary Ellen Cuthbert  
Penn DOT 6-0

COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF Bucks :

On this 20th day of February, 1998, before me, the undersigned witnessing authority, personally appeared Mary Ellen Culhane, who is the Permit Administrator of Pennsylvania Department of Transportation, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a resolution of its Board of Directors.

*Christine H. Strange*  
Notary Public

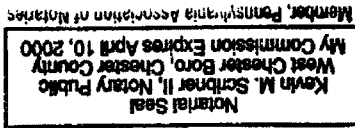
NOTARIAL SEAL  
CHRISTINE H. STRANGE, Notary Public  
Bensalem Twp., Bucks County  
My Commission Expires April 26, 1999

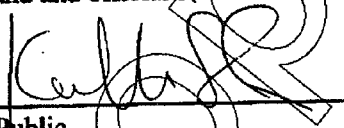
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COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the 16TH day of DECEMBER, 1997, before the undersigned officer, personally appeared JOACHIM NUSSBAUMER, who acknowledged himself to be a Partner of JWD Associates and that he executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

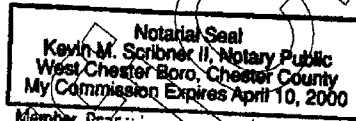


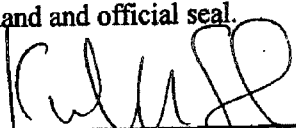
  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the 16TH day of DECEMBER, 1997, before the undersigned officer, personally appeared DOROTHEA NUSSBAUMER IVERSON, who acknowledged herself to be a Partner of JWD Associates and that she executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

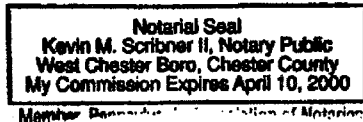


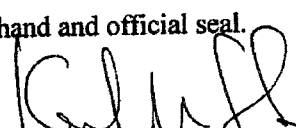
  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this, the 16TH day of DECEMBER, 1997, before the undersigned officer, personally appeared WINNIFRIED NUSSBAUMER, who acknowledged herself to be a Partner of JWD Associates and that she executed the foregoing instrument for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



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

BK 367 PG 1405

EXHIBIT "A"

October 15, 1997

LEGAL DESCRIPTION of twenty five feet wide drainage easement for Applegate.

ALL THAT CERTAIN twenty five feet wide drainage easement SITUATE in the Township of West Goshen, County of Chester and Commonwealth of Pennsylvania described according to Applegate plan of property for Suntech Associates, Inc., prepared by G. D. Houtman & Son, Inc., Civil Engineers and Land Surveyors dated November 7, 1994, last revised October 13, 1997, as follows:

BEGINNING at a point on the northeasterly right-of-way line of South Five Points Road: the said point being measured along the said right-of-way line of South Five Points Road 296.80 feet North 22 degrees 04 minutes 38 seconds West from a point of intersection of the said right-of-way line of South Five Points Road with the northwesterly right-of-way line of Little Shiloh Road; thence from the point of beginning and along the northeasterly right-of-way line of South Five Points Road North 22 degrees 04 minutes 38 seconds West 25.00 feet to a point; thence North 67 degrees 12 minutes 37 seconds East 25.00 feet to a point; thence South 22 degrees 04 minutes 38 seconds East 25.00 feet to a point; thence South 67 degrees 12 minutes 37 seconds West 25.00 feet to a point being the first mentioned point and place of beginning.

CBK10218.1

Unofficial

96781406

20,013 sq. ft.

S 69°07'43" W  
200.17'

33

19,796 sq. ft.

S 68°09'36" W  
200.29'

68,741 sq. ft.  
22,561 sq. ft. net

34

67°55'22" E 203.33'  
Wide Storm and Sanitary Sewer Easement  
67°55'22" W 208.57'  
Easement 175.45'

100.00'  
3.52,55.02 S  
97.18'  
637.82'  
30.00'  
36.79'  
30.00'

S 22°05'13" E  
637.82'

S.R. 2005

POINTS

Copy

State of Pennsylvania, Count

On this, the 23  
undersigned officer, of  
JOCHIM NUSSBA  
deposes and says the  
property shown on th  
at his direction and l  
plan and desires the  
Witness my ho

My commissio

State of Pennsylvania, Coun

On this, the 23  
undersigned officer, of  
NUSSBAUMER  
deposes and says th  
property shown on th  
at his direction and  
plan and desires the  
Witness my hc

My commissio

Joachim H. Nussbaumer  
529-580

1987 09 23 10 07

Zone R-3

Phase 4

ROAD

Taper

110.62'  
308.26'

430.44'  
410.77'  
410.55'

18'

33'



# Commonwealth Land Title Insurance Company

Commitment Number: 13PA7783

## SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN message and tract of land situate in the Township of West Goshen, Chester County, Pennsylvania, bounded and described according to a survey made April 1923, by T.G. Colesworthy, County Surveyor for Chester County, as follows:

BEGINNING at an iron pin in the middle of the public road known as Little Shilo Road, which divides West Goshen and Westtown Townships at a corner of land of Ellsworth Hawkins; thence leaving the road and by the Hawkins land North Twenty-two degrees One minute West Two Hundred, Ninety-five and Six Tenths feet to a marble stone a corner of land of Robert L. Morgan; thence by the same North Twenty-two degrees Fifteen minutes West Four Hundred Thirty-five and Eight-Tenths feet to an iron pin, a corner of land of said Morgan; thence by same land formerly of George J. Hoopes South Sixty-nine degrees Forty-seven minutes West Six Hundred Twenty-five and Five Tenths feet to an iron pin in the middle of the Public Road known as Five Points Road, leading from the first mentioned road to the public road known as Westtown Road leading from Greenmount School; thence along the public road known as Five Points Road and still by other land of Morgan, formerly Hoopes, South Twenty-two Degrees Six minutes East Seven Hundred Fifty-six and Nine Tenths feet to an iron pin at the intersection of the middle line of the Township Line Road, known as Little Shilo Road, first mentioned; thence along the middle line of the same North Sixty-seven degrees twenty-seven minutes East Six Hundred and Twenty-six feet to the first mentioned point of beginning.

PARCEL # 52-6-22

Being the same premises which Dorothea M. Nussbaumer by Deed dated 4-22-2003 and recorded 5-2-2003 in Chester County in Record Book 5679 Page 1066 conveyed unto Christopher J. Nussbaumer and Renee Nusbaumer (sic), in fee.

**COMMITMENT FOR  
TITLE INSURANCE**

American Land Title Association (2006)

Issued By  
**Commonwealth Land Title  
Insurance Company**

Commonwealth Land Title Insurance Company

