

# COMMITMENT FOR TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**



File # 13PA9250

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: 13PA9250

**SCHEDULE A**

1. Commitment Date: November 26, 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:  
**TBD**
  - (b) Loan Policy ( )  
Proposed Insured:
3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Reverend John J. Farry, in his capacity as Pastor of St. Leo Roman Catholic Parish, and not in his personal or individual capacity, Reverend Joseph L Farrell, in his capacity as Pastor of Our Lady of Consolation Roman Catholic Parish, and not in his personal or individual capacity and Most Reverend Charles J Chaput, O.F.M., Cap., Archbishop of Philadelphia , in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity.
4. The land referred to in this Commitment is described as follows:  
6660 Keystone Street, Philadelphia, Philadelphia County, PA 19135  
SEE SCHEDULE C ATTACHED HERETO

# Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

## 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 Reverend John J. Farry, in his capacity as Pastor of St. Leo Roman Catholic Parish, and not in his personal or individual capacity, Reverend Joseph L Farrell, in his capacity as Pastor of Our Lady of Consolation Roman Catholic Parish, and not in his personal or individual capacity and Most Reverend Charles J Chaput, O.F.M., Cap., Archbishop of Philadelphia , in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity. to TBD.**
  
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.

Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

**SCHEDULE B - SECTION I  
REQUIREMENTS**

(Continued)

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.
12. Company assumes no liability as to water usage unless an update and current water meter reading is produced at settlement.
13. Certification to be obtained from PGW as to amounts due for gas service to the subject property.
14. Current year's taxes, if unpaid, are delinquent after March 30th and additional penalty and interest will be due.
15. Determination to be made regarding Solid Resources Fee assessed by the Streets Department of the City of Philadelphia and all fees due to be paid. [Note: The Solid Resources Fee for an entire calendar year becomes a lien on title as of January 1st of that calendar year.]
16. TAXES:  
Assessed as 6658 Keystone Street.  
Tax No. 77-8-1980-20.  
2008 to 2009 City and School Taxes \$7,603.78 (Plus Interest, Penalty and Cost).  
Produce receipts for the years 2012 and 2013.  
2013 Assessment \$220,544.00.

The current owner of the proposed insured property noted herein receives a tax exemption.

For Informational Purposes Only: 2014 Assessment \$236,867.00 (Taxable) \$995,833.00 (Exempt). City has not yet established millage rate.

(Note: The Office of Property Assessment discloses an assessed description of 102 feet x 336 feet. Company assumes no liability by reason of the failure of the taxing authority to properly assess the premises in question.)

17. CURRENT WATER AND SEWER RENTS:  
Billed as 6660 Keystone Street.  
Meter #1  
Transaction Date 10/25/2013 to 11/27/2013 \$84.77 Estimated (Plus Penalties if any).  
Total Balance Due \$84.77 (Plus Penalties if any).  
Possible excess water and sewer rents from 11/21/2013, the date of the last reading; billings since that time have been issued on estimated usage.

Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

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

Water/Sewer Account Numbers 000233787 (0184762006660001).

**Meter #2**

Transaction Date 10/25/2013 to 11/27/2013 \$269.67 Estimated (Plus Penalties if any).

Total Balance Due \$0.00.

Possible excess water and sewer rents from 11/21/2013, the date of the last reading; billings since that time have been issued on estimated usage.

Water/Sewer Account Numbers 000233788 (0184762006660002).

**Meter #3**

Transaction Date 10/25/2013 to 11/27/2013 \$371.43 Estimated (Plus Penalties if any).

Total Balance Due \$383.88 (Plus Penalties if any).

Possible excess water and sewer rents from 11/21/2013, the date of the last reading; billings since that time have been issued on estimated usage.

Water/Sewer Account Numbers 000615853 (0184762006660004).

**Meter #4**

Transaction Date 10/25/2013 to 11/27/2013 \$69.75 Estimated (Plus Penalties if any).

Total Balance Due \$69.75 (Plus Penalties if any).

Possible excess water and sewer rents from 11/21/2013, the date of the last reading; billings since that time have been issued on estimated usage.

Water/Sewer Account Numbers 000233790 (0184762006660005).

**Meter #5**

Transaction Date 10/25/2013 to 11/27/2013 \$584.30 Estimated (Plus Penalties if any).

Total Balance Due \$584.30 (Plus Penalties if any).

Possible excess water and sewer rents from 11/21/2013, the date of the last reading; billings since that time have been issued on estimated usage.

Water/Sewer Account Numbers 000615855 (0184762006660006).

18. MECHANICS AND MUNICIPAL CLAIMS:

19. Liens for the years 2008 and 2009 which will be discharged upon payment of taxes, interest, penalties and costs. Company assumes no liability for same if payment is not made.

20. MORTGAGES: NONE

21. JUDGMENT: 1 ATTACHED HERETO.

## Judgment Name Search

Name Searched: ARCHDIOCESE

Plaintiff

Defendant

Municipal Court 0911246090  
The Check Cashers, Inc.

Amount: \$586.27 1/12/2010  
vs. ARCHDIOCESE OF PHILADELPHIA  
PO Box 556 SC SMALL CLAIM  
Trevose, PA 19053

Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

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

22. U.S. Bankruptcy Court, Eastern District of Pennsylvania - No Open Cases Found
23. Proof that Letter of Attorney from Charles J. Chaput to Daniel J. Kutys dated 7/3/2012 and recorded as Document No. 52504750 is unrevoked and that the constituent is still alive.
24. Site Plan (F.F. 789-B) made by Herman P. Ledges, P.L.S., Surveyor and Regulator of the Fifth Survey District, dated September 20, 2007 to be produced and examined prior to settlement hereunder. Possible additional exceptions may be added.
25. Name of mortgagor to be furnished and additional searches made.
26. 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.
27. 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.  
Last Insured Not Available.  
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

Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

# Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

## 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. Possible outstanding City of Philadelphia Municipal Liens for work done prior to closing but not indexed as a lien as of Date of Policy.
7. Restrictions affecting title as in Deed Book GGP 9 page 40 and GGP 313 page 446.
8. Cross-Easement Agreement by and between Main Line Academy and Reverend John J. Farry, in his capacity as pastor of St. Leo Roman Catholic Parish, and not in his individual capacity and with the permission of Cardinal Justin Rigali, in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity, by his Attorney in Fact Most Reverend Joseph R. Cistone, D.D., V.G., dated 5/30/2008 and recorded 7/3/2008 as Document No. 51931472.
9. Conditions, if any, as disclosed by Site Plan (F.F. 789-B) made by Herman P. Ledges, P.L.S., Surveyor and Regulator of the Fifth Survey District, dated September 20, 2007.



# Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

## SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements erected thereon.

SITUATE in the 41st Ward of the City of Philadelphia and described according, to a Site Plan (F.F. 789-B) made by Herman P. Ledges, P.L.S., Surveyor and Regulator of the Fifth Survey District, dated September 20, 2007;

BEGINNING at the intersection of the Northwesterly side of, Keystone Street (On City Plan, 60 feet wide, legally open 50 feet Wide) and the Southwesterly side Unruh Avenue (On City Plan, 50 feet wide, legally open);

Thence extending South 57 degrees 48 minutes 25 seconds West along the said Northwesterly side of Keystone Street the distance of 310.00 feet to a point;

Thence extending North 32 degrees 11 minutes 35 seconds West the distance of 113.373 feet to a point;

Thence extending North 57 degrees 48 minutes 25 seconds East the distance of 113.716 feet to a point;

Thence extending North 32 degrees 11 minutes 35 seconds West the distance of 52.544 feet to a point;

Thence extending South 57 degrees 48 minutes 25 seconds West the distance of 4.924 feet to a point on, the Northeasterly face a certain column;

Thence extending North 32 degrees 11 minutes 35 seconds West along said Northeasterly face of column the distance of 2.003 feet to a point on the Northwesterly face of column;

Thence extending South 57 degrees 48 minutes 25 seconds West along the said Northwesterly face of column the distance of 2.051 feet to a point on the Northeasterly face of certain wall;

Thence extending North 32 degrees 11 minutes 35 seconds West along said Northeasterly face of column the distance of 11.851 feet to a point on the Northwesterly face of second wall;

Thence extending South 57 degrees 48 minutes 25 seconds West along the said Northwesterly face of second wall the distance of 11.585 to a point on the said second wall;

Thence extending North 32 degrees 11 minutes 35 seconds West the distance of 20.228 feet to a point on the Southwesterly side of a Tulip wall;

Thence extending North 57 degrees 48 minutes 25 seconds East along the said Southeasterly side of Tulip Street the distance of 114.844 feet to a point on the said Southwesterly side of Unruh Avenue;

Thence extending South 32 degrees 11 minutes 35 seconds East along the said Southwesterly side of Unruh Avenue the distance of 200.00 feet to a point on the said Northwesterly side of Keystone Street, being the first mentioned point and place of beginning.

Commonwealth Land Title Insurance Company

Commitment Number:13PA9250

**SCHEDULE C**  
(Continued)

Being known as No. 6658 Keystone Street.

Being part of the same premises which Mary Disston by Deed dated 10/2/1884 and recorded 1/14/1885 in Philadelphia County in Deed Book GGP 9 Page 40 conveyed unto The Most Reverend Patrick John Ryan, Archbishop of Philadelphia, in fee.

And being as to part the same premises which John Swain and Theresa Swain, his wife by Deed dated 6/30/1913 and recorded 7/2/1913 in Philadelphia County in Deed Book ELT 231 Page 398 conveyed unto Most Reverend Edmond Francis Prendergast, Archbishop of Philadelphia, in fee.

And being part of the same premises which Reverend John J. Farry, in his capacity as pastor of St. Leo Roman Catholic Parish and not in his personal or individual capacity and with the permission of Cardinal Justin Rigali, in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity, by his Attorney-in-Fact Most Reverend Joseph R. Cistone, D.D., V.G by Deed of Consolidation dated 5/28/2008 and recorded 10/7/2008 in Philadelphia County as Document No. 51976198 conveyed unto Reverend John J. Farry, in his capacity as pastor of St. Leo Roman Catholic Parish and not in his personal or individual capacity and with the permission of Cardinal Justin Rigali, in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity, by his Attorney-in-Fact Most Reverend Joseph R. Cistone, D.D., V.G, in fee

.And being the same premises which Reverend John J. Farry, in his capacity as pastor of St. Leo Roman Catholic Parish and not in his personal or individual capacity and with the permission of Cardinal Justin Rigali, in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity, by his Attorney-in-Fact Most Reverend Joseph R. Cistone, D.D., V.G by Confirmatory Deed dated 5/28/2008 and recorded 10/7/2008 in Philadelphia County as Document No. 51976200 conveyed unto Reverend John J. Farry, in his capacity as pastor of St. Leo Roman Catholic Parish and not in his personal or individual capacity and with the permission of Cardinal Justin Rigali, in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity, by his Attorney-in-Fact Most Reverend Joseph R. Cistone, D.D., V.G, in fee.

And the said St. Leo Roman Catholic Parish has merged with Our Lady of Consolation Roman Catholic Parish.

**COMMITMENT FOR  
TITLE INSURANCE**

American Land Title Association (2006)

Issued By  
**Commonwealth Land Title  
Insurance Company**

Commonwealth Land Title Insurance Company

