

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. JUDGMENTS: 2 ATTACHED HERETO.

Judgment Name Search

Name Searched: ARCHDIOCESE

Plaintiff		Defendant	
1 Common Pleas	SEP 09-02454	Amount: \$95,000.00	11/8/2010
MCNEELEY		vs. ARCHDIOCESE OF PHILADELPHIA	
		222 N 17TH ST	
		PHILA PA 19103	
2 Municipal Court	0911246090	Amount: \$586.27	1/12/2010
The Check Cashers, Inc.		vs. ARCHDIOCESE OF PHILADELPHIA	
		PO Box 556	SC SMALL CLAIM
		Trevoose, 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 Heman 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.

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GGP 9 page 40

do claim said party that she did, voluntarily and of her own free will and accord, sign, seal, and as her act and deed deliver, the said Indenture, without any coercion or compulsion from her said husband.

Witness my hand and Notarial seal the day and year aforesaid

Benj. F. Teller, Notary Public.

Morris Shankamer, hereby accept the Trusts above and within contained

Witness } Benj. F. Teller } Morris Shankamer.

Recorded Jan'y 14. 1855 @ 2/50 per.

Mary Diston to The Most Reverend Patriek John Ryan

This Indenture, made the second day of October in the year of our Lord one thousand eight hundred and eighty four (1884) - Between Mary Diston of the City

of Philadelphia, widow of the one part and The Most Reverend Patriek John Ryan Archbishop of Philadelphia of the other part. Witnesseth, that the said Mary Diston for and in consideration of the sum of one thousand five hundred dollars lawful money of the United States of America, unto her well and truly paid by the said The Most Reverend Patriek John Ryan at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, conveyed, released and confirmed, and by these presents doth grant, bargain, sell, alien, convey, release and confirm unto the said The Most Reverend Patriek John Ryan, his Heirs and Assigns, All that six certain lots or pieces of ground situate in Tacoma in the Trinity third Ward of the City of Philadelphia aforesaid

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said lots being numbered in a certain plan made by George S. Webster Esquire Surveyor and Regulator of the Fourth District Numbers 1224, 1225, 1226, 1227, 1228 and 1229 each lot containing sixty five feet in front and two hundred feet in depth and do or do together as one lot as follows. Beginning at the South corner of Tulip and Union Streets, thence extending Southeastwardly along the Southwest side of the said Union Street two hundred feet to the West corner of the said Union Street and Keystone Street thence extending Southwestwardly along the Northwest side of the said Keystone Street one hundred and fifty feet to other ground of the said Mary Diston thence extending Northwestwardly along the said ground on a line at right angles with the said Keystone Street two hundred feet to the Southeast side of the said Tulip Street thence extending Northeastwardly along the Southeast side of the said Tulip Street one hundred and fifty feet to the South corner of said Tulip and Union Streets and place of beginning. Bounded on the Northwest by the said Tulip Street on the Northeast by the said Union Street, on the Southeast by the said Keystone Street, and on the Southwest by other ground of the said Mary Diston. Being part of the same premises which Francis Green and another Executors re. by Decedent bearing date the Twenty first day of January 1852 and recorded at Philadelphia in D.D. No. 200 J.D. No. 24. page 430 & printed and conveyed to the said Mary Diston in fact together with all and singular the Buildings, Improvements, Ways, Water, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances whatsoever thereunto belong or in any wise appertaining, and the Remainder and Residues, Rents, Issues and Profits then and all the estate, right, title, interest, property, claim and demand whatsoever of her the said Mary Diston in law, equity or otherwise Howsoever of her

and to the same and every part thereof To have and
to hold the said six certain lots or pieces of ground
above described Here detatched and Premises
hereby granted or mentioned and intended as to
be, with the Appurtenances unto the said The Most
Reverend Patrick John Ryan his Heirs and Assigns
to and for the only proper use and behoof of the
said The Most Reverend Patrick John Ryan his
Heirs and Assigns for ever. Under and Subject
however to the express restriction and condition that
no town or building for the sale or manufacture
of beer or liquor of any kind or description and
no Court Houses, carpenter blacksmiths cur-
rier or machine shops livery stable slaughter house
doap or glue boiling establishment or factory of any
kind whatever where steam power shall be used -
or any building for any offensive occupation
shall at any time be created used or occupied
on the said lot of ground or any part thereof -
And the said Mary Dixton for herself her Heirs
Executors and Administrators, doth by these present
covenant, grant and apes to and with the said
The Most Reverend Patrick John Ryan his Heirs
and Assigns, that she the said Mary Dixton
and her Heirs, all and singular the Heir-
aments and Premises herein above described -
and granted, or mentioned and intended, as
to be, with the Appurtenances unto the said -
The Most Reverend Patrick John Ryan his
Heirs and Assigns, against her the said
Mary Dixton and her Heirs, and against all
and every other Person or Persons whomsoever lawfully
claiming or to claim the same or any part thereof
by force or under her them or any of them -
I shall and will Subject as aforesaid Warrant
and force Defend. In witness whereof, the said
Parties to these Presents have hereunto interchang-
ably set their hands and seals. Dated the day

and your first above written.

Sealed and Delivered
in the presence of us.

B. B. Lees
Chas. W. Lukens.

Mary Dieston

Received, the day of the date of the above Indenture, of the
above named Theobald Pennard, Patrick John Ryan the
sum of one thousand five hundred dollars being
the full consideration money above recited.

Witness Present
at signing
Chas. W. Lukens

Mary Dieston

On the second day of October Anno Domini 1854.
before me the subscribed a Notary Public for the Com-
monwealth of Pennsylvania residing in the City
of Philadelphia, personally appeared the above
named Mary Dieston and in due form of law
acknowledged the above Indenture to be her act
and deed, and desired the same might be
recorded as such.

Witness my hand and Office the day and
year aforesaid.

Chas. W. Lukens. (Seal)
Notary Public.

Recorded June 14, 1855
@ 2/50 per.

325. Fidelity Ins. Trust
and Safe Deposit Co.
to
Richard T. Brown

This Indenture, made the Twelfth day
of January in the year of our Lord
one thousand eight hundred and
eighty five (1885) between The Fidelity
Insurance Trust and Safe Deposit

Company Trustees as hereinafter mentioned of the
one part and Richard T. Brown of Had donfield
State of New Jersey of the other part. Witness
myself Esquire High Sheriff of the County and City of
Philadelphia by Deed Poll dated the Twentieth day
of April A.D. 1885 and acknowledged in open
District Court for said City in D. C. Court in

#7

446

446
1887
1388

Received on the day of the date of the above Indenture of the above named William Harris the sum of Two thousand one hundred and fifty Dollars being the full Consideration money above mentioned.

Witness at Signing
Michael Doyle
Edwin F. Glenn

John B Doyle

On the Twenty fourth day of November Anno Domini 1887 before me the subscriber a Notary Public for the State of Pennsylvania Residing in the City of Philadelphia came the above named John B. Doyle and in due form of law acknowledged the above Indenture to be his act and deed and denied the same might be recorded as such. Witness my hand and Official seal

Edwin F. Glenn
Notary Public

Received December 8th 1887 @ 1:45 P.M.

Mary Diston
vs
William J. Costigan

This Indenture made the Twentieth and day of November in the year one thousand eight hundred and eighty seven (1887) between Mary

Diston of the City of Philadelphia, Woman of the one part and William J. Costigan also of the said City of the other part. Witnesseth that the said Mary Diston for and in consideration of the sum of Seven hundred and fifty dollars lawful money of the United States of America unto her well and truly paid by the said William J. Costigan at or before the making and delivery hereof this receipt whereof is hereby acknowledged with granted bargain and sold released and conveyed and by these presents hath said bargain sold conveyed and assigned unto the said William J. Costigan his heirs and assigns all that certain lot or piece of ground (Comprised of two contiguous lots numbered 1280 & 1281 and certain plan of building lots belonging to Henry Diston and Mrs at Large made by George Webber Surveyor and Registrar of the South District in the month of June 1882, Situate

587.22

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on the North westerly side of Keystone Street fifty feet wide at the
distance of one hundred and fifty feet South westerly from
the South westerly side of Annan Street (fifty feet wide) in
Troy, in the County third ward of the City of Portland, Maine
Containing in part a breadth in the said Keystone Street
fifty feet and extending of that width in length a depth
North westerly between parallel lines at right angles
with the said Keystone Street two hundred (200) feet to July
Street (fifty feet wide) bounded North Easterly by Lot No 1229
in said place North westerly by said July Street South Easterly
by said Keystone Street and South westerly by Lot No
1232 in said place Being part of a certain tract or
piece of land and premises which Thomas Green and George
H. Park have Executors by Successive bearing date the
twenty first day of January Anno Domini 1882 and recorded
at Portland in said Book J. O. D. No 24 page 1134 granted
and conveyed unto the said Mary Weston in fee as therein
expressed together with all land and premises the appurtenances
ways, streets, alleys, passages, watercourses, courses, rights, liberties,
privileges, franchises, tenements, tenements, and whatsoever in the
premises granted premises belonging in any way appertain-
ing and the Reversions and Remainders, Rents, Issues and Profits
thereof and all the estate, right, title, interest, profits, claims
and demands whatsoever of her the said Mary Weston as
well at law as in equity, given and to be given and every
part thereof to have and to hold the said part in fee of
grants above described tenements and premises hereby
granted or mentioned and intended to be with the appurtenances
unto the said William J. Caspary his heirs and assigns
as and for the only proper and lawful use of the said William
J. Caspary his heirs and assigns forever Under and subject
however to the express restriction and condition that no tavern
or building for the sale or manufacturing, beer, liquors of any kind
or description that any board houses, bar, saloons, billiard hall
or machine shop or any stable slaughter house, trap or glue
boiling establishment or factory of any kind whatever where
liquor is produced shall be used in any building for any offensive
occupation shall at any time be erected used or occupied on the

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Let it be known to all men that the said
 Mary Distin for herself her heirs &c. certain and admitted
 hath sold certain premises and agrees to and with the said
 William J. Cortigan his heirs and assigns by these presents that
 she the said Mary Distin and her heirs and assigns will and lawfully
 the indentments and premises hereby granted and mentioned
 and intended to be with the appurtenances unto the said
 William J. Cortigan his heirs and assigns against her
 the said Mary Distin and her heirs and against all
 and every Person and Persons whomsoever lawfully
 claiming or to claim the same or any part thereof by force
 or under her therein any of their titles and will (help or
 aid) without any former defense In Witness Whereof
 the said Parties have hereunto set their hands and seals Dated
 the day and year first above written

Witness my hand and seal
 In the presence of } Mary Distin
 Edwin F. Allen }
 John Robert }

Received in the day of the date of the above Indentment of the above
 named William J. Cortigan the sum of Seven hundred and fifty dollars
 being the full consideration money above mentioned

Witness at signing
 Edwin F. Allen } Mary Distin
 John Robert }

On the Twentieth second day of November Anno Domini
 1857 before me the undersigned a Notary Public for the State
 of Pennsylvania residing in the City of Philadelphia came
 the above named Mary Distin and in due form of law
 acknowledged the above Indentment to be her act and deed
 and desired this same might be recorded as such
 Witness my hand and official seal

Edwin F. Allen
 Notary Public

Recorded December 3rd 1857 @ 1.40 P.M.

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Prepared by and after Recording Return to:

Maria J. Wing, Esq.
Stradley Ronon Stevens & Young, LLP
2600 One Commerce Square
Philadelphia, PA 19103
(215) 564-8000

This Document Recorded
07/03/2008
09:38AM
Doc Code: DM Commissioner of Records, City of Philadelphia
Doc Id: 51931472
Receipt #: 721670
Rec Fee: 74.50

BRT No.: 77-8198000

CROSS-EASEMENT AGREEMENT
(for Parking and Driveway Access)

THIS CROSS-EASEMENT AGREEMENT ("Easement Agreement"), is made as of this ^{30th} day of May, 2008, by and between MAIN LINE ACADEMY, a Pennsylvania non-profit corporation ("Academy"), and REVEREND JOHN J. FARRY, in his capacity as pastor of ST. LEO ROMAN CATHOLIC PARISH ("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., by Power of Attorney, dated 10/22/2003, and recorded in the Department of Records for the City and County of Philadelphia, on 11/08/2003 as instrument # 5080118.

BASIS OF AGREEMENT

A. Parish is the fee simple owner of certain land, buildings and improvements, known and identified as 6660 Keystone Street (also known as 6658 Keystone Street, 6649 Tulip Street and 4900 Unruh Avenue), in the City of Philadelphia, Pennsylvania, as grantee and grantee under a Deed of Consolidation to be recorded prior to the date hereof, and being further identified by the City of Philadelphia, Board of Revision of Taxes as Account Number 77-8198000 (the "Larger Property").

B. In accordance with a Site Plan made for the Archdiocese of Philadelphia by the Fifth Survey District, order number 2007S023, and dated September 20, 2007 (the "Subdivision Plan"), a copy of which is attached hereto as Exhibit "A", and zoning permit number 112514 issued by the City of Philadelphia, Department of Licenses and Inspections on February 21, 2008, Parish subdivided the Larger Property into two separate parcels, which are identified on the Subdivision Plan as (i) Parcel "A" containing approximately 32,671 square feet of land and the buildings and improvements thereon ("Parish Property"), and (ii) Parcel "B" containing approximately 29,329 square feet of land and the buildings and improvements thereon ("Academy Property").

C. On the date hereof and immediately prior to the execution and delivery by the parties of this Easement Agreement, and in furtherance of a certain agreement of sale between Parish as seller, and Academy as buyer, dated June 28, 2007 (the "Agreement"), Parish has conveyed fee simple title to the Academy Property to Academy.

D. In accordance with the Agreement, the parties desire to create reciprocal easements for parking and ingress and egress over a portion of the Parish Property and a portion of the Academy Property, respectively, as depicted on the plan attached hereto as Exhibit "A" (the "Cross Easement Area"), upon and subject to the terms and conditions set forth in this Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Cross Easements.

a. Grant by Parish to Academy. Parish hereby grants, bargains, conveys, and by these presents does grant, bargain, and convey, unto the Academy, its invitees, licensees, successors and assigns, for the benefit of, and appurtenant to, the Academy Property, the non-exclusive, perpetual right, liberty, privilege and easement (the "Academy Easement") over, through, and across that portion of Cross Easement Area that is located within the Parish Property, as more particularly depicted or described on Exhibit "A" attached hereto (the "Academy Easement Area"), subject to, and in accordance with, the terms and conditions hereof and solely for the temporary parking of motor vehicles (and expressly excluding storage, long term parking, truck and bus parking, and commercial parking) together with the perpetual, uninterrupted and non-exclusive right of ingress and egress to, from, and between the Parish Property and Keystone Street.

b. Grant by Academy to Parish. Academy hereby grants, bargains, conveys, and by these presents does grant, bargain, and convey, unto Parish, its invitees, licensees, successors and assigns, for the benefit of, and appurtenant to, the Parish Property, the non-exclusive, perpetual right, liberty, privilege and easement (the "Parish Easement") over, through, and across that portion of Cross Easement Area that is located on the Academy Property, as more particularly depicted or described on Exhibit "A" attached hereto (the "Parish Easement Area"), subject to, and in accordance with, the terms and conditions hereof and solely for the temporary parking of motor vehicles (and expressly excluding storage, long term parking, truck and bus parking, and commercial parking) for and during religious services and other functions sponsored or authorized by the Parish, together with the perpetual, uninterrupted and non-exclusive right of ingress and egress to, from, and between the Parish Property and Keystone Street.

2. Covenants Running with the Land; Easements to be Private. The covenants, easements and agreements contained herein are covenants running with the land and are perpetual and shall continue in full force and effect forever, and shall be affirmatively enforceable against and shall be for the benefit of and binding upon Academy and Parish, their respective grantees, successors and assigns, the Academy Property and the Parish Property, and

each grantee, successor and assign thereof. Neither the granting of any easement hereunder nor the use and enjoyment thereof pursuant to the provisions of this Easement Agreement shall be deemed in any way to create or confer in or on any member of the public any right to use and enjoy the same or any estate or interest therein.

3. **Obligations and Covenants.** The easements and rights described and created herein are specifically subject to the following conditions, as well as all other terms and conditions of this Easement Agreement:

a. **Maintenance.** Parish shall keep the Academy Easement Area free of debris, snow and ice at its own cost and expense, and Academy shall keep the Parish Easement Area free of debris, snow and ice at its own cost and expense. Should either party reasonably determine that any maintenance or repair is necessary to the Cross Easement Area, such party shall notify the other party (unless in the case of an emergency) of the existence of the need for such maintenance or repair. Unless the parties otherwise agree, the party desiring to have the maintenance or repair performed shall be responsible for the cost and expense associated therewith.

b. **Insurance.** At all times during the term of this Easement Agreement, each party shall maintain in full force and effect with respect to its operations on its property and the Cross Easement Area, commercial general liability insurance (with such affirmative coverages and endorsements as shall be commercially reasonable), with an appropriate endorsement naming the other party as an additional insured party, covering injury to persons in amounts at least equal to \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate, and with a limit for property damage of at least \$100,000.00. Each such policy shall provide that it shall not be cancelable without at least thirty (30) days prior written notice to the other party and to any mortgagee named in an endorsement thereto and shall be issued by an insurer and in a form reasonably satisfactory to the other party. Each party shall provide the other party with certificates of such insurance and an additional insured endorsement at or prior to the date of this Easement Agreement, together with evidence of paid-up premiums, and shall provide the other party with renewals thereof at least thirty (30) days prior to expiration.

c. **Indemnification.** Provided that the same arises from the use, operation or maintenance of the Parking Area (or any part thereof), each party (for purposes of this Paragraph 3.c, the "Indemnifying Party") will indemnify, defend and hold harmless the other party (for purposes of this Paragraph 3.c, the "Indemnified Party") from and against all losses, liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, reasonable attorney's fees), relating to or resulting from any of the following: (a) the violation of any governmental laws or regulations or other legal requirements by the Indemnifying Party; (b) damage to the Indemnified Party's property (real or personal) caused by the Indemnifying Party, its licensees, invitees, successors and assigns; (c) personal injury or loss of life caused by the Indemnifying Party, its licensees, invitees, successors and assigns; or (d) breach of this Easement Agreement by the Indemnifying Party. The indemnity set forth in this Paragraph 3.c shall not be available to the extent such loss, liability, obligation, damage, penalty, claim, cost, charge or expense results from the negligence or misconduct of the Indemnified Party or its agents, contractors or employees.

d. Vehicles and other Obstructions. Without the prior express consent of the other party, neither party shall permanently or temporarily park or store in the Cross Easement Area, any automobile, tractor trailer, delivery vehicle, boat, house trailer, camper, recreational vehicle or similar vehicles or obstructions. Notwithstanding the foregoing, commercial, construction, and moving vehicles and equipment may be temporarily parked in the Cross Easement Area during periods of construction or on and off loading, provided that such vehicles do not prevent ingress and egress over the Cross Easement Area during such period.

4. Miscellaneous.

a. The parties shall execute, acknowledge and deliver such further instruments, documents, or agreements as may be necessary or appropriate, from time to time, to effectuate the intent hereof.

b. If legal action is commenced in order to enforce any of the covenants or obligations under this Easement Agreement, the party adjudged to have breached its obligations hereunder shall also be responsible to pay all costs and expenses, including attorney's fees and court costs sustained by the party substantially prevailing in such action.

c. This Easement Agreement may not be modified except by written agreement signed by both of the parties hereto.

d. This Easement Agreement shall be construed in accordance with the Laws of the Commonwealth of Pennsylvania, without regard to such laws pertaining to the conflicts of laws.

e. This Easement Agreement constitutes the entire agreement between the parties and there are no other understandings written or oral.

f. This Easement Agreement shall be recorded in the City of Philadelphia, Department of Records.

g. If any term or provision of this Easement Agreement, or any part of such term or provision, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Easement Agreement or the application of such term or provision or remainder thereof though invalid and unenforceable shall not be affected thereby, and each term and provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

h. This Easement Agreement may be signed by the parties in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document.


i. All Exhibits which are mentioned in or annexed to this Easement Agreement are specifically made a part of this Easement Agreement and are incorporated herein by reference.

IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Easement Agreement as of the date first above written.

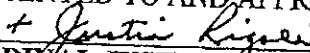
REVEREND JOHN J. FARRY, in his capacity as pastor of St. Leo Roman Catholic Parish, not in his personal or individual capacity

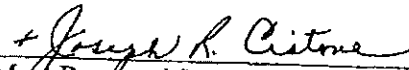


MAIN LINE ACADEMY

By: 
Name: June Brown
Title: CAO

CONSENTED TO AND APPROVED BY:

+ 
CARDINAL JUSTIN RIGALI, in his capacity as Archbishop of Philadelphia, not in his personal or individual capacity

By: +  {SEAL}
Most Reverend Joseph R. Cistone, D.D., V.G.,
his attorney-in-fact

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this 28 day of May, 2008, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Reverend John J. Farry, 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 on behalf of St. Leo Roman Catholic Parish in his capacity as the Pastor of St. Leo Roman Catholic Parish for the purposes therein contained.

IN WITNESS WHEREOF, I have set my hand and official seal the day and year aforesaid.

Kimberly A Britton
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KIMBERLY A. BRITTON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 11, 2011

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

On this, the 30th day of May, 2008, before me, the undersigned Notary Public, personally appeared Most Reverend Joseph R. Cistone, D.D., V.G., 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 contained in his capacity as attorney-in-fact for Cardinal Justin Rigali.

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

Bernice F Green

Notary Public

My commission expires

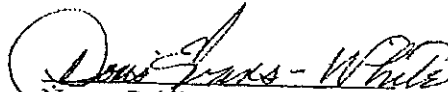
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
BERNICE F GREEN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 10, 2009

COMMONWEALTH OF PENNSYLVANIA :
: COUNTY OF PHILADELPHIA :

Be it remembered that on this 25 day of June, 2008, before me, the subscriber, a Notary Public, personally appeared Jane Brown of the Main Line Academy, who I am satisfied is the person who signed the within instrument, and she did acknowledge that she signed, and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation.

Witnesseth my hand and seal.


Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Doris Evans-White, Notary Public
City Of Philadelphia, Philadelphia County
My Commission Expires May 5, 2009
Member, Pennsylvania Association of Notaries

Exhibit "A"

Subdivision Plan

DESCRIPTION OF PARCEL "A"

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 (FF-789-B) made by Herman P. Ledger, 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' wide, legally open 50' Wide) and the southwesterly side Unruh Avenue (On City Plan, 50' wide, legally open);

THENCE extending S.57°48'25"W. along the said northwesterly side of Keystone Street the distance of 210.000' to a point;

THENCE extending N.32°11'35"W. the distance of 113.373' to a point;

THENCE extending N.57°48'25"E. the distance of 113.716' to a point;

THENCE extending N.32°11'35"W. the distance of 52.544' to a point;

THENCE extending S.57°48'25"W. the distance of 4.924' to a point on the northeasterly face of a certain column;

THENCE extending N.32°11'35"W. along said northeasterly face of column the distance of 2.003' to a point on the northwesterly face of column;

THENCE extending S.57°48'25"W. along the said northwesterly face of column the distance of 2.051' to a point on the northeasterly face of a certain wall;

THENCE extending N.32°11'35"W. along said northeasterly face of wall the distance of 11.851' to a point on the northwesterly face of a second wall;

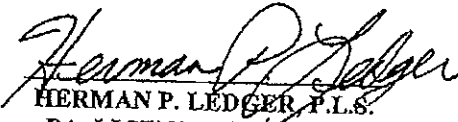
THENCE extending S.57°48'25"W. along the said northwesterly face of second wall the distance of 11.585' to a point on the said second wall;

THENCE extending N.32°11'35"W the distance of 20.228' to a point on the southeasterly side of Tulip Street (On City Plan, 50' wide, legally open);

THENCE extending N.57°48'25"E. along the said southeasterly side of Tulip Street the distance of 114.844' to a point on the said southwesterly side of Unruh Avenue;

THENCE extending S.32°11'35"E. along the said southwesterly side of Unruh Avenue the distance of 200.000' to a point on the said northwesterly side of Keystone Street; being the first mentioned point and place of beginning.

AREA OF PARCEL 32,671 square feet 0.75003 acres.


HERMAN P. LEDGER, P.L.S.
PA. LICENSE #SU-044556-E
SURVEYOR AND REGULATOR
FIFTH SURVEY DISTRICT

2007S023-B1

DESCRIPTION OF PARCEL "B"

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 (FF-789-B) made by Herman P. Ledger, P.L.S., Surveyor and Regulator of the Fifth Survey District, dated September 20, 2007:

BEGINNING at a point on the northwesterly side of Keystone Street (On City Plan, 60' wide, legally open 50' Wide) at the distance of 210.000' southwestwardly from the southwesterly side Unruh Avenue (On City Plan, 50' wide, legally open);

THENCE extending S.57°48'25"W. along the said northwesterly side of Keystone Street the distance of 125.000' to a point;

THENCE extending N.32°11'35"W. and partly passing through a certain wall the distance of 100.000' to a point;

THENCE extending N.57°48'25"E. partly passing and crossing the terminus of a certain 3' wide alley which communicates with a certain 3'-6" wide alley which extends northwardly into Tulip Street (On City Plan, 50' wide, legally open), and thence continuing along the southeasterly side of said 3' wide alley and passing through the southwesterly face of a certain wall the distance of 50.000' to a point within said wall and also being the northeasterly side of said 3'-6" wide alley;

THENCE extending N.32°11'35"W. and partly passing through said wall and along the said northeasterly side of 3'-6" wide alley the distance of 100.000' to a point on the southeasterly side of said Tulip Street;

THENCE extending N.57°48'25"E. along the said southeasterly side of Tulip Street the distance of 170.156' to a point;

THENCE extending S.32°11'35"E. the distance of 20.228' to a point on the northwesterly face of a certain wall;

THENCE extending N.57°48'25"E. along the said northwesterly face of wall the distance of 11.585 to a point on the northeasterly face of a second wall;

THENCE extending S.32°11'35"E. along said northeasterly face of second wall the distance of 11.851' to a point on the northwesterly face of a column;

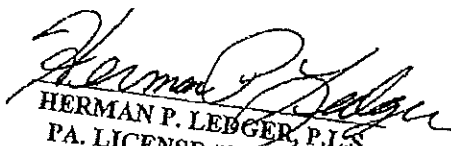
THENCE extending N.57°48'25"E. along the said northwesterly face of column the distance of 2.051' to a point on the northeast face of said column;

THENCE extending S.32°11'35"E. along said northeasterly face of column the distance of 2.003' to a point on the northwesterly face of said column;

THENCE extending N.57°48'25"E. the distance of 4.924' to a point;

THENCE extending S.32°11'35"E. the distance of 52.544' to a point;
THENCE extending S.57°48'25"W. the distance of 113.716' to a point;
THENCE extending S.32°11'35"E. the distance of 113.373' to a point on the said northwesterly side
of Keystone Street; being the first mentioned point and place of beginning.

AREA OF PARCEL 29,329 square feet 0.67330 acres.


HERMAN P. LEDGER, P.L.S.
PA. LICENSE #SU-044556-E
SURVEYOR AND REGULATOR
FIFTH SURVEY DISTRICT

S023-B2

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 Northwestern 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 Northwestern 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 Northwestern face of column;

Thence extending South 57 degrees 48 minutes 25 seconds West along the said Northwestern 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 Northwestern face of second wall;

Thence extending South 57 degrees 48 minutes 25 seconds West along the said Northwestern 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 Northwestern side of Keystone Street, being the first mentioned point and place of beginning.

Being known as No. 6658 Keystone Street.

Commonwealth Land Title Insurance Company

Commitment Number: 13PA9250

SCHEDULE C
(Continued)

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



Last Deed

Esp-Commonwealth
F07-6806

eRecorded in Philadelphia, PA	Doc Id: 51976198
10/07/2008 09:19A	Receipt #: 746772
Page: 1 of 8	Rec Fee: \$156.50
Commissioner of Records	Doc Code: D
State RTT: \$0.00	Local RTT: \$0.00

1365370

PLEASE RECORD AND RETURN TO
First American Title Insurance Company
472 California Road
Quakertown, PA 18951

Record and Return to:

Maria J. Wing, Esquire
STRADLEY RONON STEVENS & YOUNG, LLP
2600 One Commerce Square
Philadelphia, PA 19103

BRT # 77-8198000

This Indenture, made the 28th day of May, 2008,

Between

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 Power of Attorney, dated 10/22/2003, and recorded in the Department of Records for the City and County of Philadelphia, on 11/08/2003 as instrument # 5080118.

Having an address of 6658 Keystone Street, Philadelphia, Pennsylvania, 19135

(hereinafter called the Grantor), of the one part, and

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 Power of Attorney, dated 10/22/2003, and recorded in the Department of Records for the City and County of Philadelphia, on 11/08/2003 as instrument # 5080118.

Having an address of 6658 Keystone Street, Philadelphia, Pennsylvania, 19135

(hereinafter called the Grantee), of the other part,

Whereas, the purpose of this Indenture is to consolidate the legal descriptions of prior individually deeded tracts into one all-inclusive deed and legal description for the purposes of the subdivision of said tracts and/or tract of land.

Witnesseth, that the said Grantor for and in consideration of the sum of **ONE DOLLAR And 00/100 Dollars (\$1.00)** lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and

confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected thereon. SITUATE in the 41st Ward of the City of Philadelphia and described according to a Site Plan (FF-789-A) made by Herman P. Ledger, 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' wide, legally open 50' wide) and the southwesterly side Unruh Avenue (On City Plan, 50' wide, legally open);

THENCE extending S.57°48'25"W. along the said northwesterly side of Keystone Street the distance of 335.00' to a point;

THENCE extending N.32°11'35"W. and partly passing through a certain wall the distance of 100.00' to a point;

THENCE extending N.57°48'25"E. partly passing and crossing the terminus of a certain 3' wide alley which communicates with a certain 3'6" wide alley which extends northwardly into Tulip Street (On City Plan, 50' wide, legally open), and thence continuing along the southeasterly side of said 3' wide alley and passing through the southwesterly face of a certain wall the distance of 50.00' to a point within said wall and also being the northeasterly side of said 3'6" wide alley.;

THENCE extending N.32°11'35"W. and partly passing through said wall and along the said northeasterly side of 3'6" wide alley the distance of 100.00' to a point on the southeasterly side of said Tulip Street;

THENCE extending N.57°48'25"E. along the said southeasterly side of Tulip Street the distance of 285.00' to a point on the said southwesterly side of Unruh Avenue;

THENCE extending S.32°11'35"E. along the said southwesterly side of Unruh Avenue the distance of 200.00' to a point on the said northwesterly side of Keystone Street; being the first mentioned point and place of beginning.

AREA OF PARCEL 62,000 square feet 1.42332 acres.

CONTAINING an area of 62,000 square feet, more or less.

BEING Street Address 6660 Keystone Street, Philadelphia, PA 19135

BEING the same premises which was conveyed to the Grantor herein by virtue of the following deeds: Mary Disston, by Deed dated October 2, 1884, granted and conveyed unto Most Reverend Patrick John Ryan, Archbishop of Philadelphia, in fee; Elmira

Mackin, by Deed dated March 5, 1913 and recorded March 5, 1913, in the Office of the Recorder of Deeds in and for the County of Philadelphia, Pennsylvania, in Book ELJ-198, Page 259 et seq, granted and conveyed unto Most Reverend Edmond Francis Prendergast, Archbishop of Philadelphia; John Kane and Elizabeth A. Kane, by Deed dated March 10, 1913 and recorded March 11, 1913, in the Office of the Recorder of Deeds in and for the County of Philadelphia, Pennsylvania, in Book ELJ-184, Page 393 et seq, granted and conveyed unto Most Reverend Edmond Francis Prendergast, Archbishop of Philadelphia; John and Theresa Swain, by Deed dated June 30, 1913 and recorded July 2, 1913, in the Office of the Recorder of Deeds in and for the County of Philadelphia, Pennsylvania, in Book ELJ-231, Page 398 et seq, granted and conveyed unto Most Reverend Edmond Francis Prendergast, Archbishop of Philadelphia; Elizabeth A. Kane, by Deed dated November 29, 1924 and recorded December 1, 1924, in the Office of the Recorder of Deeds in and for the County of Philadelphia, Pennsylvania, in Book JMH-2008, Page 142 et seq, granted and conveyed unto Dennis J. Dougherty, Cardinal Archbishop of Philadelphia, in fee; Frank L. Walton and Mercedes B. Walton, by Deed dated May 15, 1950 and recorded May 18, 1950, in the Office of the Recorder of Deeds in and for the County of Philadelphia, Pennsylvania, in Book 2643, Page 310 et seq, granted and conveyed unto Reverend Thomas K. Connell, as Pastor of St. Leo's Roman Catholic Parish and acting with the authorization of His Eminence Dennis J. Dougherty, Cardinal Archbishop of Philadelphia, in fee;

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said grantor, as well as law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

In Witness Whereof, the party of the first part has hereunto set his hand and seal.
Dated the day and year first above written.

Sealed and Delivered
in the Presence of Us:

REVEREND JOHN J. FARRY, in
his capacity as pastor of ST. LEO
ROMAN CATHOLIC PARISH,
and not in his personal or individual
capacity

John J. Farry

CONSENTED TO AND APPROVED BY:

Justin Rigali
CARDINAL JUSTIN RIGALI, in his
capacity as Archbishop of Philadelphia, not in
his personal or individual capacity

By: *Joseph R. Cistone* (SEAL)
Most Reverend Joseph R. Cistone, D.D., V.G.,
his attorney-in-fact

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

} ss :
:

On this, the 26 day of May, 2008, before me, the
undersigned Notary Public, personally appeared Reverend John J. Farry, in his capacity as
pastor of St. Leo Roman Catholic Parish, and not in his personal or individual capacity,
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
contained in his capacity as attorney-in-fact for Cardinal Justin Rigali.

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

Kimberly A. Britton
Notary Public

My commission expires

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
KIMBERLY A. BRITTON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires January 11, 2011

DEED

BRT # 77-8198000

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 RIGALL**, 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 Power of Attorney, dated 10/22/2003, and recorded in the Department of Records for the City and County of Philadelphia, on 11/08/2003 as instrument # 5080118.

TO

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 RIGALL**, 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 Power of Attorney, dated 10/22/2003, and recorded in the Department of Records for the City and County of Philadelphia, on 11/08/2003 as instrument # 5080118.

Maria J. Wing, Esquire
STRADLEY RONON STEVENS & YOUNG, LLP
2600 One Commerce Square
Philadelphia, PA 19103

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. PAGE NO.

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed, if more space is needed, attach additional sheet(s).

A. CORRESPONDENT — All inquiries may be directed to the following person:

NAME Reverend John J. Farry	TELEPHONE NUMBER: AREA CODE ()
STREET ADDRESS CITY STATE ZIP CODE 6658 Keystone St Phila PA 19135	

B. TRANSFER DATA		DATE OF ACCEPTANCE OF DOCUMENT: June 5, 2008
GRANTOR(S)/LESSOR(S) Rev. John J. Farry, Pastor of St. Leo Roman Catholic Parish	GRANTEE(S)/LESSEE(S) Rev. John J. Farry, Pastor of St. Leo Roman Catholic Parish	
STREET ADDRESS 6658 Keystone St	STREET ADDRESS 6658 Keystone St	
CITY STATE ZIP CODE Phila PA 19135	CITY STATE ZIP CODE Philadelphia PA 19135	

C. PROPERTY LOCATION		
STREET ADDRESS 6660 Keystone St		CITY, TOWNSHIP, BOROUGH Philadelphia City
COUNTY Philadelphia	SCHOOL DISTRICT Philadelphia	TAX PARCEL NUMBER P/O 77-8198000

D. VALUATION DATA		
1. ACTUAL CASH CONSIDERATION 1.00	2. OTHER CONSIDERATION + 0	3. TOTAL CONSIDERATION = 1.00
4. COUNTY ASSESSED VALUE 25,444.00	5. COMMON LEVEL RATIO FACTOR X 3.52	6. FAIR MARKET VALUE = 89,562.88

E. EXEMPTION DATA	
1A. AMOUNT OF EXEMPTION 100	1B. PERCENTAGE OF INTEREST CONVEYED 100

2. Check Appropriate Box Below for Exemption Claimed

Will or intestate succession _____ (NAME OF DECEDENT) (ESTATE FILE NUMBER)

Transfer to Industrial Development Agency.

Transfer to agent or straw party. (Attach copy of agency/straw party agreement).

Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.

Transfers to the Commonwealth, the United States, and Instrumental titles by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).

Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____ Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).

Corrective deed (Attach copy of the prior deed).

Other (Please explain exemption claimed, if other than listed above.) Transfer between
Attorney Need of Consideration

Under penalties of law or ordinance, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY Rev. John J. Farry	DATE June 5, 2008
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Rev. John J. Farry Telephone Number: _____
Area Code () _____
Street Address: 6658 Keystone St City: Phila State: PA Zip Code: 19135

B TRANSFER DATA		Date of Acceptance of Document
Grantor(s)/Lessor(s)	<u>Rev John J. Farry, Pastor of St. Leo Roman Catholic Church</u>	<u>June 5, 2008</u>
Grantee(s)/Lessee(s)	<u>Rev John J. Farry, Pastor of St. Leo Roman Catholic Church</u>	
Street Address	Street Address	
<u>6658 Keystone St</u>	<u>6658 Keystone St</u>	
City	City	Zip Code
<u>Phila</u>	<u>Philadelphia</u>	<u>PA 19135</u>

C PROPERTY LOCATION		
Street Address	City, Township, Borough	
<u>6660 Keystone</u>	<u>Philadelphia City</u>	
County	School District	Tax Parcel Number
<u>Philadelphia</u>	<u>Philadelphia</u>	<u>P/O 77-8-198000</u>

D VALUATION DATA		
1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
<u>1.00</u>	<u>+ 0</u>	<u>= 1.00</u>
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
<u>25,444.00</u>	<u>x 3.52</u>	<u>= 89,562.88</u>

E EXEMPTION DATA	
1a. Amount of Exemption Claimed	1b. Percentage of Interest Conveyed

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/traw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) Need of Consolidation

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>Rev. John J. Farry</u>	Date <u>June 5, 2008</u>
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