Issued By Commonwealth Land Title Insurance Company American Land Title Association (2006) COMMITMENT FOR TITLE INSURANCE Commonwealth Land Title Insurance Company Commonwealth

TRIDENT LAND TRANSFER COMPANY

431 West Lancaster Avenue, 3rd Floor, Devon, PA 19333
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 14PA30975

SCHEDULE A

- 1. Commitment Date: April 1, 2014 at 12:00AM
- 2. Policy (or Policies) to be issued:
 - (a) Owner's Policy

ALTA Homeowners Policy One-To-Four Family

Amount

(02-03-10)

Proposed Insured:

\$0.00

(b) Loan Policy

Amount

Proposed Insured:

\$0.00

TBD

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

William L McLean, III and Elizabeth P. McLean, his wife

The land referred to in the Commitment is described as follows:
 139 Cherry Lane, Wynnewood, PA 19096
 SEE SCHEDULE C ATTACHED HERETO

Barbara W. Griest President

Commitment No.: 14PA30975

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

- Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
- Pay us the premiums, fees and charges for the policy.
- 3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
- 4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
 - Deed from William L. McLean, III and Elizabeth P. McLean, his wife to .
 - Mortgage from to TBD, securing the principal amount of \$0.00.
- 5. Payment of full consideration to or for the account of the grantors or mortgagors.
- 6. Payment of the premiums, fees and charges for the policy.
- 7. Possible unfiled mechanics liens and municipal claims.
- 8. Terms of any unrecorded lease or rights of parties in possession.
- Proof that all natural persons in this transaction are of full age and legally competent.
- 10. Proof of identity of parties as set forth in Recital.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- 15. 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.
- 16. 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 2014
Assessment \$1,079,920.00
Tax ID / Parcel No. 40-00-10400-00-9

17. 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 2014.

- 18. MECHANICS AND MUNICIPAL CLAIMS: NONE
- 19. MORTGAGES: NONE
- 20. JUDGMENTS:
- Plaintiff: Apex Community Federal Credit Union
 Defendant: William D. McLean, Wachovia Bank (Grn) and Wells Fargo Bank (Grn)
 Filed: 7/27/2010 No. 2010-20531 in the amount of \$3,089.77
- 22. 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.
- 23. 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.
- 25. Last Insured Not Available.
- 26. 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

- Name of mortgagor to be furnished and additional searches made.
- Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

Back to Search > Results > Case #2010-20531

Case Details

Case Number	2010-20531
Commencement Date	7/27/2010
Case Type	Judgment from District Justice
PFA Number	
Caption Plaintiff	APEX COMMUNITY FEDERAL CREDIT UNION
Caption Defendant	MCLEAN, WILLIAM D
Lis Pendens Indicator	No
Status	1 - OPEN
Judge	
Remarks	
Sealed	No
Interpreter Needed	

Docket Date Range: Docket Entries

∃Plaintiffs

Name	Address	Country	Counsel	Notify	Sequence	
APEX COMMUNITY FEDERAL CREDIT UNION	540 OLD READING PK	UNITED STATES		Yes	1	
	STOWE, PA 19464 UNITED STATES					

B Defendants

<u>Name</u>	Address		Counsel	44 455	Sequence
MCLEAN, WILLIAM D	2 DANA DRIVE	UNITED STATES		Yes	1
	COLLEGEVILLE, PA 19426 UNITED STATES				

Garnishees

- AN111416AA				
<u>Name</u>	Address	Country	Attorney	Notify
1	70 BUCKWALTER RD LIMERICK, PA 19468 UNITED STATES	UNITED STATES	A191.11	No
1	70 BUCKWALTER RD LIMERICK, PA 19488 UNITED STATES	UNITED STATES	SIRLIN, JON C	Yes

⊖ Other Party Types

⊡ Dockets

Seq.	Filing Date	Docket Type	Docket Text	Sealed	Filing ID
0	7/27/2010	Judgment from District Justice		No	7992695
1	7/27/2010	Notice 236 Judgment Required Document Mailed		No	7992696
2	7/27/2010	Affidavit of Non-Military Service		No	7992697
3	7/27/2010	Praec-Writ of Execution Money Judgment w/ Garnishee		No	7992698
4	7/27/2010	Interrogatories To	WACHOVIA BANK; WELLS FARGO BANK	No	7992834
5	7/29/2010	(Internal Use Only) Served	WELLS FARGO BK FKA ON 7/28/10	No	7996305
6	8/19/2010	Entry of Appearance	OF JON C SIRLIN FOR WACHOVIA BANK GARNISHEE	No	8027006
7	8/30/2010	Answer to Interrogatories By	WACHOVIA BANK; WELLS FARGO BANK	No	8043167
8	9/14/2010	Attachment Dissolved/Discontinued	AS TO WACHOVIA BANK	No	8058828

⊒ Judgments

For	Against	Date	Amount
APEX COMMUNITY FEDERAL CREDIT UNION		7/27/2010	3,089.77

⊕ Parcel Numbers

⊟ Archive Locations

⊜ Linked Cases

Commitment No.: 14PA30975

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:

- 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. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Cherry Lane.
- 7. Restrictions affecting title as in Deed Book 556 page 252.

 8. Reservation of right and license in Deed Book 3473 page 823. (Release in Deed Book 4966 page 2377 and Deed Book 4972 page 2421)
 - 9. Deed of dedication in Deed Book 3498 page 39.
 - / 10. Easement of 30 feet wide sanitary sewer easement as in Deed Book 4886 page 444.
- √ 11. Rights granted to Philadelphia Electric Company in Deed Book 4925 page 2357.
 - 12. Notes, conditions, setback lines, easements, reservations, covenants and restrictions, etc, as shown and set forth in Plan, recorded in Plan Book A-50 page 114.

Commitment No.: 14PA30975

SCHEDULE C PROPERTY DESCRIPTION

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

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Lower Merion, County of Montgomery, Commonwealth of Pennsylvania, as shown on a plan prepared by Real Estate Engineering Associates, Inc., Engineers and Surveyors, Devon, Pennsylvania, Job No. 8517, plan dated April 3, 1987 and last revised April 26, 1988, being more fully described as follows, to wit:

BEGINNING at a point on the title line of Cherry Lane, said point being located North 39 degrees 00 minutes 00 seconds West, a distance of 763.50 feet along the title line of Cherry Lane from its point of intersection with the title line of Llanfair Road; thence North 66 degrees 25 minutes 00 seconds East, a distance of 426.63 feet to a corner in common with Lot No. 14 of "Sydbury Glen" subdivision; thence South 21 degrees 17 minutes 10 seconds East, a distance of 237.52 feet along Lot No. 14 to a point for corner; thence South 68 degrees 19 minutes 42 seconds West, a distance of 74.53 feet along Lot No. 1 of "Sydbury Glen" subdivision to a point for corner; thence South 22 degrees 49 minutes 49 seconds West, a distance of 259.55 feet along Lot No. 1 to a point, being a corner in common with Lot No. 2 of "Sydbury Glen" subdivision; thence South 51 degrees 00 minutes 00 seconds West, a distance of 39.07 feet to a point for corner on the title line of Cherry Lane; thence North 39 degrees 00 minutes 00 seconds West, a distance of 440.00 feet to the point of beginning.

TAX Parcel # 40-00-10400-00-9

Being the same premises which William L. McLean, III and Elizabeth P. McLean, his wife by Deed dated 8/27/1988 and recorded 9/7/1988 in Montgomery County in Deed Book 4886 Page 444 conveyed unto William L. McLean, III and Elizabeth P. McLean, his wife, in fee.

COMMITMENT FOR TITLE INSURANCE

Issued by Commonwealth Land Title Insurance Company



File No.: 14PA30975

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 names in Schedule A, as owner and 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 Condition 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:

m

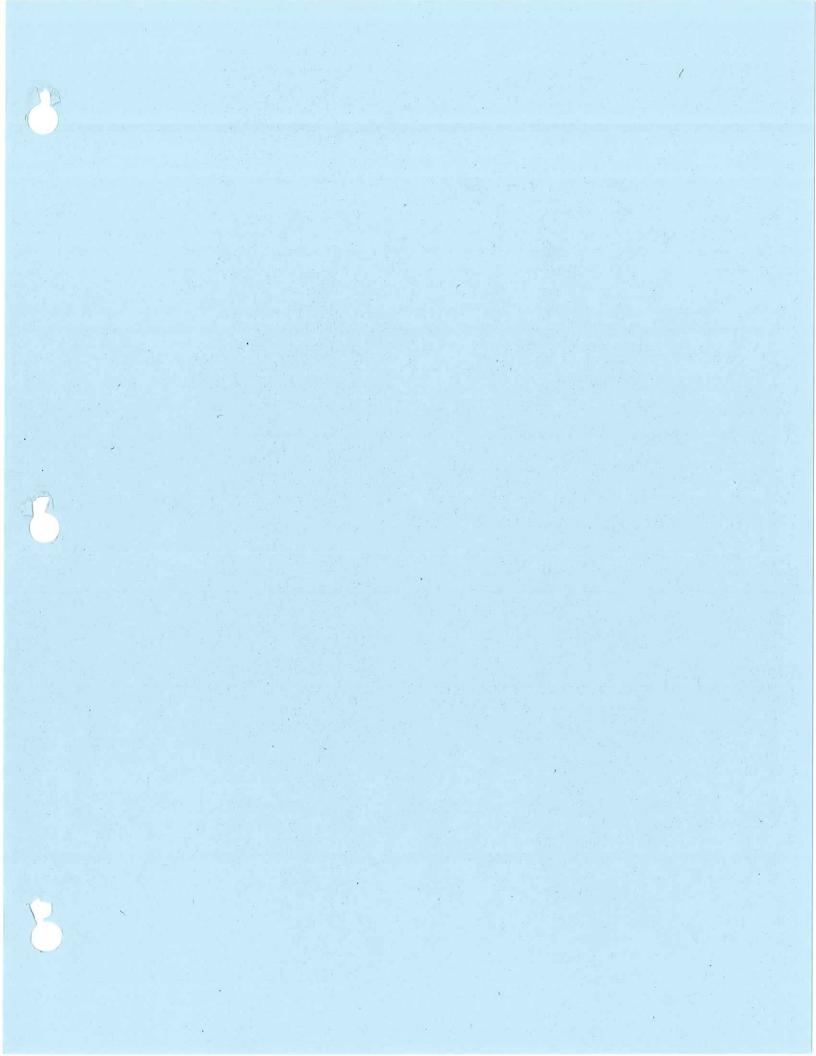
Secretary



By:

(18m1 Main Z

- 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 stats 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.



Issued By Commonwealth Land Title Insurance Company American Land Title Association (2006) COMMITMENT FOR TITLE INSURANCE Commonwealth Land Tifle insurance Company Commonwealth

Issued by Commonwealth Land Title Insurance Company



File No.: 14PA30972

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 names in Schedule A, as owner and 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 Condition 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:

m

Secretary



Ву:

(18m1 MALINI

President

- 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 stats 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, 3rd Floor, Devon, PA 19333
Agent for
COMMONWEALTH LAND TITLE INSURANCE COMPANY

Commitment No.: 14PA30972

SCHEDULE A

- 1. Commitment Date: April 1, 2014 at 12:00AM
- 2. Policy (or Policies) to be issued:

(a) Owner's Policy

ALTA Homeowners Policy One-To-Four Family

Amount

(02-03-10)

Proposed Insured:

\$0.00

(b) Loan Policy

ALTA Loan Policy (6-17-06)

Amount

Proposed Insured:

\$0.00

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:

William L. McLean, III and Elizabeth P. McLean, husband and wife

 The land referred to in the Commitment is described as follows:
 425 North Sydbury Lane (Premises "A"), 424 North Sydbury Lane (Premises "B"), Wynnewood, PA 19096

SEE SCHEDULE C ATTACHED HERETO

Barbara W. Griest President

Commitment No.: 14PA30972

SCHEDULE B - SECTION I REQUIREMENTS

The following are the requirements to be complied with:

- 1. Pay and/or disburse the agreed amounts for the interest in the land and/or the mortgage to be insured.
- Pay us the premiums, fees and charges for the policy.
- 3. Pay all taxes and/or assessments, levied and assessed against the land which are due and payable.
- 4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

Deed from William L	McLean, III and Elizabeth P. McLean, husband and wife to
Mortgage from to	securing the principal amount of \$0.00.

- 5. Payment of full consideration to or for the account of the grantors or mortgagors.
- 6. Payment of the premiums, fees and charges for the policy.
- 7. Possible unfiled mechanics liens and municipal claims.
- 8. Terms of any unrecorded lease or rights of parties in possession.
- 9. Proof that all natural persons in this transaction are of full age and legally competent.
- 10. Proof of identity of parties as set forth in Recital.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

15. 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.

16. 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 2014

Assessment \$285,000.00 (Premises "A") and \$250,000.00 (Premises "B")

Tax ID / Parcel No. 40-00-61313-50-4 (Premises "A") and 40-00-61313-20-7 (Premises "B")

17. 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 2014.

- 18. MECHANICS AND MUNICIPAL CLAIMS: NONE
- 19. MORTGAGES: NONE
- 20. JUDGMENTS:
- 21. Plaintiff: Apex Community Federal Credit Union
 Defendant: William D. McLean, Wachovia Bank (Grn and Wells Fargo Bank (Grn)
 Filed: 7/27/2010 No. 2010-50531 in the amount of \$3,089.77
- 22. 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.
- 23. 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.
- 25. Last Insured Not Available.
- 26. 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

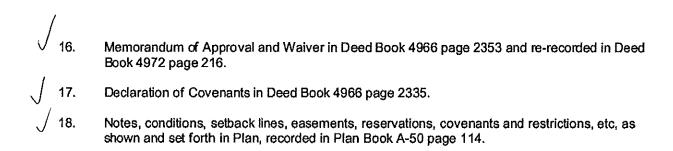
- 27. Name of mortgagor to be furnished and additional searches made.
- Proof that assessments due unit owners association are paid to date of settlement. (IF APPLICABLE)
- Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.

Commitment No.: 14PA30972

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:

- 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.
- 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.
- Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
- Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
- Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of North Sydbury Lane.
- Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.
- 8. Restrictions affecting title as in Deed Book 556 page 252.
- Rights granted to Philadelphia Electric Company in Deed Book 1282 page 523 and Deed Book 4925 page 2357.
- Reservation as to rights and license in Deed Book 3473 page 823.
- 11. Grant of Easement and Declaration of Restrictive Covenants in Deed Book 4886 page 406.
- Declaration of Covenants, Conditions and Restrictions for Sydbury Glen Homeowners
 Association in Deed Book 4886 page 448 and First Amendment thereto in Deed Book 4966 page 2344.
 - Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sydbury Glen Homeowners Association in Deed Book 5009 page 28.
 - 14. Rights granted to Bell Telephone Company in Deed Book 4912 page 1523.
- √ 15. Rights granted to Philadelphia Suburban Water Company in Deed Book 4936 page 572.



Commitment No.: 14PA30972

SCHEDULE C PROPERTY DESCRIPTION

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

ALL THOSE CERTAIN lots or pieces of ground, situate in the Township of Lower Merion, County of Montgomery, Commonwealth of Pennsylvania, bounded and described according to a 14 Lot Subdivision "McLean Property", made by Real Estate Engineering Associates, Inc., dated 4/3/1987 and last revised 4/26/1988 and recorded in Montgomery County in Plan Book A-50 page 114, as follows to wit:

PREMISES "A"

BEGINNING at a point on the title line on the bed of a cul de sac at the end of North Sydbury Lane (of irregular width), said point being a common corner of Lots No. 1, 12 and 14, as shown on said plan; thence extending from said point of beginning, crossing the Northwesterly side of the aforesaid cul de sac at the end of North Sudbury Lane and along Lot No. 14, as shown on said plan, North 20 degrees 48 minutes 03 seconds West, 249.50 feet to a point in line of lands now or late of Charles Winsor James Townsend, III; thence extending along same, North 66 degrees 25 minutes 00 seconds East, 375.27 feet to a point; thence extending South 45 degrees 51 minutes 00 seconds East, 90.41 feet to a point, a comer of Lot No. 12, as shown on said plan; thence extending along the same, crossing the Northeasterly side of the aforesaid cul de sac at the end of North Sydbury Lane, South 44 degrees 58 minutes 56 seconds West, 452.97 feet to the first mentioned point and place of beginning.

BEING Lot No. 13 as shown on the above mentioned plan.

PREMISES "B"

ALSO BEGINNING at a point on the title line in the bed of cul de sac at the end of North Sydbury Lane (of irregular widths), said point a common comer of Lots No. 1, 12 and 13, as shown on said plan; thence extending from said point of beginning, crossing the Southwesterly side of aforesaid cul de sac at the end of North Sydbury Lane, South 69 degrees 46 minutes 38 seconds West, along Lot No. 1 as shown on said plan, 202.59 feet to a point, a corner of Parcel "A", as shown on said plan; thence extending along the same, North 21 degrees 17 minutes 10 seconds West, 237.52 feet to a point in line of lanes now or late of Charles Winsor James Townsend, III; thence extending along the same, North 66 degrees 25 minutes 00 seconds East, 204.84 feet to a point, a corner of Lot No. 13, as shown on said plan; thence extending along the same, crossing the Northwesterly side of the aforesaid cul de sac at the end of North Sydbury Lane, South 20 degrees 48 minutes 03 seconds East, 249.50 feet to the first mentioned point and place of beginning.

BEING Lot No. 14 as shown on the above mentioned plan.

TAX ID/ parcel No 40-00-61313-50-4 (Premises A) and 40-00-61313-20-7 (Premises B)

Being the same premises which Joseph K. Gordon, Ray McLean Gordon, William L. McLean, III and Elizabeth P. McLean, as tenants in common, d/b/a Cherry Lane Associates by Deed dated 8/16/1994 and recorded 8/22/2994 in Montgomery County in Deed Book 5088 Page 1352 conveyed unto William L. McLean, III and Elizabeth P. McLean, husband and wife, in fee.