# **Landmark Abstract**

131 Centerville Road, Lancaster, PA 17603 Telephone 717-293-9760 Fax 717-293-5714

#### CERTIFICATE OF INFORMATION

The information as set forth herein COVERS 7/22/2008 TO 01/11/2016 and was collected from the public record available in BERKS County Courthouse. Landmark Abstract assumes no responsibility or liability for errors with respect to indexing made by any County employees of the County offices in which they are employed. Liability under this Certificate of Information when used as a basis for issuance of title insurance by a company other than Landmark Abstract is strictly limited to the cost of the search.

FILE NO: 3839-1

**APPLICANT: COLLEEN BRELJE - BARLEY SNYDER** 

PROPERTY LOCATION: LOT 2 OF NARROW FABRIC MINOR SUBDIVISION

WEST READING BOROUGH BERKS COUNTY, PENNSYLVANIA

RECORD OWNERS: FULTON BANK, N.A.

RECORD OWNER DEED: BEING THE SAME PREMISES which Eric J. Weaknecht, Sheriff of the County of

Berks, in the State of Pennsylvania by Deed dated October 14, 2014 and recorded October 15, 2014 in the Office of the Recorder of Deeds in and for Berks County, Pennsylvania in Instrument No. 2014034065 granted and

conveyed unto Fulton Bank, N.A., their successors or assigns.

(Deed copy attached.)

#### **BUYER/PURCHASER** (if applicable):

ASSESSMENT: Account No: 23 DIFFERENT ASSESSMENTS (SEE COPIES ATTACHED)

:

MORTGAGES: None.

JUDGMENTS: None.

TAX LIENS: None.

SUITS: None.

SECURED TRANSACTIONS (Recorder of Deeds): None.

**DOMESTIC RELATIONS – SUPPORT ARREARAGES:** Not searched or certified.

OTHER: None.

#### EASEMENTS, MISCELLANEOUS TITLE OBJECTIONS, GROUND RENTS, AND UNRECORDED DEEDS:

- 1. Subject to the legal operation and effect of the set-back lines, plan notes, easements, conditions and encumbrances as shown on Subdivision Plan Book 274, Page 12; and Subdivision Plan Book 302, Page 291.
- 2. Subject to rights granted to Metropolitan Edison Company as set forth in Miscellaneous Book 130, Page 208; Miscellaneous Book 248, Page 957; Miscellaneous Book 264, Page 275; Miscellaneous Book 266, Page 139; Miscellaneous Book 293, Page 258; Record Book 2585, Page 1108; and Record Book 5012, Page 1801.
- 3. Subject to Easement and License Agreement as set forth in Record Book 2554, Page 1328.
- 4. Subject to Memorandum of Agreement for Spring PCS Site Agreement as set forth in Record Book 4304, Page 84.
- 5. Subject to Easement given by The Belovich Group to Narrow Fabric Industries as set forth in Record Book 5306, Page 1024.
- 6. Subject to Stormwater Facilities Maintenance Monitoring Agreement as set forth in Record Book 4763, Page 266.
- 7. Subject to Installment Sale Agreement for Unit 22 of Building 4 as set forth in Record Book 5287, Page 2241.
- 8. Excepting therefrom premises conveyed in Record Book 5045, Page 1229 (Lot 3).
- 9. Excepting therefrom premises conveyed in Record Book 5050, Page 968 (Lot 2).
- 10. Excepting therefrom premises conveyed in Record Book 5080, Page 2246 (Lot 1).
- 11. Excepting therefrom premises conveyed in Record Book 5097, Page 687 (Lot 8).
- 12. Excepting therefrom premises conveyed in Record Book 5106, Page 525 (Lot 6).
- 13. Excepting therefrom premises conveyed in Record Book 5116, Page 1464 (Lot 7).
- 14. Excepting therefrom premises conveyed in Record Book 5117, Page 1305 (Lot 12).
- 15. Excepting therefrom premises conveyed in Record Book 5117, Page 1320 (Lot 9).
- 16. Excepting therefrom premises conveyed in Record Book 5117, Page 1324 (Lot 11).
- 17. Excepting therefrom premises conveyed in Record Book 5128, Page 1782 (Lot 13).
- 18. Excepting therefrom premises conveyed in Record Book 5141, Page 1755 (Lot 14).
- 19. Excepting therefrom premises conveyed in Record Book 5158, Page 2112 (Lot 5).
- 20. Excepting therefrom premises conveyed in Record Book 5178, Page 1968 (Lot 15).
- 21. Excepting therefrom premises conveyed in Record Book 5201, Page 154 (Lot 21).
- 22. Excepting therefrom premises conveyed in Record Book 5210, Page 304 (Lot 16).
- 23. Excepting therefrom premises conveyed in Record Book 5217, Page 341 (Lot 20).

- 24. Excepting therefrom premises conveyed in Record Book 5217, Page 345 (Lot 19).
- 25. Excepting therefrom premises conveyed in Record Book 5228, Page 686 (Lot 23).
- 26. Excepting therefrom premises conveyed in Record Book 5228, Page 691 (Lot 24).
- 27. Excepting therefrom premises conveyed in Record Book 5229, Page 364 (Lot 18).
- 28. Excepting therefrom premises conveyed in Record Book 5231, Page 806 (Lot 17).
- 29. Excepting therefrom premises conveyed in Record Book 5236, Page 2316 (Lot 27).
- 30. Excepting therefrom premises conveyed in Record Book 5236, Page 2372 (Lot 28).
- 31. Excepting therefrom premises conveyed in Record Book 5253, Page 1291 (Lot 35).
- 32. Excepting therefrom premises conveyed in Record Book 5260, Page 1362 (Lot 32).
- Excepting therefrom premises conveyed in Record Book 5266, Page 1009 (Lot 33).
- 34. Excepting therefrom premises conveyed in Record Book 5267, Page 1500 (Lot 31).
- 35. Excepting therefrom premises conveyed in Record Book 5268, Page 2293 (Lot 29).
- 36. Excepting therefrom premises conveyed in Record Book 5271, Page 820 (Lot 4).
- 37. Excepting therefrom premises conveyed in Record Book 5344, Page 1199 (Lot 26).
- 38. Excepting therefrom premises conveyed in Record Book 5344, Page 1203 (Lot 10).
- 39. Excepting therefrom premises conveyed in Record Book 5355, Page 548 (Lot 34).
- 40. Excepting therefrom premises conveyed in Record Book 5368, Page 131 (Lot 37).
- 41. Excepting therefrom premises conveyed in Record Book 5374, Page 636 (Lot 25).
- 42. Excepting therefrom premises conveyed in Record Book 5383, Page 781 (Lot 36).
- 43. Excepting therefrom premises conveyed in Record Book 5287, Page 2241 (Lot 22).
- 44. Excepting therefrom premises conveyed in Instrument No. 2009024094 (Lot 30).
- 45. Subject to easement(s) of an alley(s).
- 46. Subject to alley rights as set forth in Record Book 3012, Page 404.
- 47. Subject to Stormwater Drainage Easement recorded in Instrument No. 2015038361.
- 48. NOTICE: There is a Foreclosure Action in the chain of title of this property. Landmark Abstract assumes no liability for any defect in the foreclosure proceedings.
- 49. Payment of County, Township and School Tax for 2015; Payment of County and Township Tax for 2016.

Landmark Abstract

Title Examiner

Dated: 2/10/2016

# **Landmark Abstract**

131 Centerville Road, Lancaster, PA 17603 Telephone 717-293-9760 Fax 717-293-5714

2/10/2016

ATTN: COLLEEN BRELJE BarleySnyder, LLC 501 Washington Street Reading, PA 19603-0942

File No. 3839-1

Location: LOT 2 OF NARROW FABRIC MINOR SUBDIVISION

WEST READING BOROUGH BERKS COUNTY, PENNSYLVANIA

Owner: FULTON BANK, N.A.

Purchaser:

Information Certificate \$200.00

TOTAL DUE \$200.00

Prepared By: Eric J. Weaknocht

Sheriff of Berks Co., PA.

633 Court St.

Reading, Pa. 19601

Return To: SCOTT F. LANDIS, ESQUIRE 126 E. KING STREET

LANCASTER, PA 17602

Premises:

Tulpehocken Mw., Roads/Lot(s)38/39/40/41 42/43/44/45/46/22/47/48/49/50/51/52/53/ 54/55/56/57/58 AND Elm St., Open Space Borough of West Reading, Berks Co., Pa Pin:

93 5307 1711 5181; 93 5307 1711 9230

93 5307 1711 9223; 93 5307 1711 9215

93 5307 1711 8297; 93 5307 1711 8289

93 5307 1711 8371; 93 5307 1711 8363

93 5307 1711 8356; 93 5307 1711 8348

93 5307 1711 5357; 93 5307 1711 5399

93 5307 1711 6410; 93 5307 1711 6431

93 5307 1711 7404; 93 5307 1711 7425

93 5307 1711 7404; 93 5307 1711 7468

93 5307 1711 7489

That I, ERIC J. WEAKNECHT. SHERIFF of the County of Berks, in the State of Pennsylvania, for and in consideration of the sum of NINE THOUSAND FIVE HUNDRED DOLLARS (9500.00) to me in hand paid, do hereby grant and convey to...

Know all men by these presents

FULTON BANK, N.A.

ο£

LANCASTER, PA 17604

THEIR SUCCESSORS OR ASSIGNS,
THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:-

ALL THAT CERTAIN lot or piece of land together with a brick building and other improvements erected thereon, located on the west side of Tulpehocken Street, being Lot No. 2 as shown on the Narrow Fabric Minor Subdivision, recorded in Plan Book Volume 274, Page 12, Berks County Records, situate in the Borough of West Reading, County of Berks, Commonwealth of Pennsylvania, more fully bounded and described as follows to wit:

BEGINNING at a marble monument on the west topographical building line of Tulpchocken Street, sixty feet (60') wide, a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership, said point being the northeastern most corner of the herein described Lot No. 2;

THENCE extending in a southeasterly direction along the west topographical building line of Tulpehocken Street on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of five hundred forty-five feet and forty-seven hundredths of one foot (545.47') to an iron pin on the point of intersection of the west topographical building line of Tulpehocken Street and the north topographical building line of Walnut Street, sixty feet (60') wide;

THENCE extending in a southwesterly direction along the north topographical building line of Walnut Street on a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57' 06" W.) a distance of one hundred thirty five feet (135') to an iron pin;

THENCE extending in a southeasterly direction on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of thirty feet (30') to an iron pin a corner of property belonging to Village Associates;

THENCE extending in a southwesterly direction along property belonging to Village Associates the two (2) following courses and distances to wit:

- 1. On a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57' 06" W.), a distance of two hundred ninety feet and twenty-three hundredths of one foot (290.23') to an iron point of curve;
- Along said curve deflecting to the right having a radius of one hundred seventy-nine feet and fifty-one hundredths of one foot (179.51'), a central angle of twenty-six degrees, six minutes, fifteen seconds (26° 06' 15"), a chord of eighty-one feet and eight hundredths of one foot (81.08'), a chord bearing of South seventy-four degrees, zero minutes, fourteen seconds West (S. 74° 00' 14" W.), and a distance along the arc of eighty-one feet and seventy-nine hundredths of one foot (81.79') to an iron pin on the south side of a vacated twenty foot (20') wide alley;

THENCE extending in a northwesterly direction crossing the above mentioned vacated twenty foot (20') alley on a line bearing. North thirty-one degrees, thirty-three minutes, fifty-three seconds West (N. 31° 33' 53" W.), a distance of ten feet and fifty-nine hundredths of one foot (10.59') to an iron pin of the centerline of the above vacated twenty foot (20') wide alley;

THENCE extending in a northwesterly direction along the centerline of the above mentioned vacated twenty foot (20') wide alley on a line bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of forty-nine feet and sixty-nine hundredths of one foot (49.69') to a P.K. spike on the eastern terminus of twenty foot (20') wide alley;

THENCE extending in a northeasterly direction along the eastern terminus of a twenty foot (20') wide alley line bearing North three degrees, four minutes, forty-two seconds East (N. 3° 04' 42" E.), a distance of ten feet (10') to a P.K. spike on the north side of a twenty foot (20') wide alley.

THENCE extending in a northwesterly direction along the north side of a twenty foot (20') wide alley on a bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of sixty-two and forty hundredths of one foot (62.40') to a P.K. spike a corner of Lot No. 1 as shown on the above mentioned recorded plan;

THENCE extending along Lot No. 1 as shown on the above mentioned recorded plan the two (2) following courses and distances to wit:

- 1. In a northcasterly direction on a line bearing North one degree, fourteen minutes, fiftynine seconds East (N. 1° 14' 59" E.), a distance of three hundred twenty-two feet and twenty-five hundredths of one foot (322.25') iron pin;
- 2. In a northwesterly direction on a line bearing North one degree, fifty-four minutes, fourteen seconds West (N. 1° 54' 14" E.), a distance of two hundred twenty-one feet and ninety-one hundredths of one foot (221.91') P.K. spike a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership;

THENCE extending in a northeasterly direction along property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership on a line bearing North sixty degrees, fifty-seven minutes, six seconds East (N. 60° 57' 06" E.), a distance of three hundred thirty-five feet and thirty-five hundredths of one foot (335.35') to the PLACE OF BEGINNING.

CONTAINING in area 6.163 acres of land.

PARCEL NO. 93-5307-17-11-5181-6-22

PARCEL NO. 93-5307-17-11-5181-6-22

PARCEL NO. 93-5307-17-11-9230-38

PARCEL NO. 93-5307-17-11-9223-39

PARCEL NO. 93-5307-17-11-9215-46

PARCEL NO. 93-5307-17-11-8289-42

PARCEL NO. 93-5307-17-11-8363-44

PARCEL NO. 93-5307-17-11-8363-44

PARCEL NO. 93-5307-17-11-8366-45

PARCEL NO. 93-5307-17-11-8348-46

PARCEL NO. 93-5307-17-11-8348-46

PARCEL NO. 93-5307-17-11-8348-46

PARCEL NO. 93-5307-17-11-8348-46

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PARCEL NO. 93-5307-17-11-5399-48
PARCEL NO. 93-5307-17-11-6410-49
PARCEL NO. 93-5307-17-11-6431-56
PARCEL NO. 93-5307-17-11-6452-57
PARCEL NO. 93-5307-17-11-6483 -52
PARCEL NO. 93-5307-17-11-7404 5-3
PARCEL NO. 93-5307-17-11-7425-54
PARCEL NO. 93-5307-17-11-7446-55
PARCEL NO. 93-5307-17-11-7468 52
PARCEL NO. 93-5307-17-11-7489 57
PARCEL NO. 93-5307-17-11-8510 58
PARCEL NO. 93-5307-17-11-6173- open space
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BEING THE SAME PREMISES which Gregory Sarangoulis, Co-Partner, and Kevin Timochenko, Co-Partner, t/a KGPTR1, a Pennsylvania general partnership, by Dced dated January 23, 2006 and recorded January 25, 2006 in the Office of the Recorder of Deeds in and for the County of Berks in Book 4763 Page 1888, granted and conveyed unto The Belovich Group, its successor and assigns.

Instrument # 2014034065

Excepting therefrom premises conveyed in Record Book 5045, Page 1229 (Lot 3). Excepting therefrom premises conveyed in Record Book 5050, Page 968 (Lot 2). Excepting therefrom premises conveyed in Record Book 5128, Page 1782 (Lot 13). Excepting therefrom premises conveyed in Record Book 5158, Page 2112 (Lot 5). Excepting therefrom premises conveyed in Record Book 5228, Page 686 (Lot 23). Excepting therefrom premises conveyed in Record Book 5228, Page 691 (Lot 24). Excepting therefrom premises conveyed in Record Book 5229, Page 364 (Lot 18). Excepting therefrom premises conveyed in Record Book 5231, Page 806 (Lot 17). Excepting therefrom premises conveyed in Record Book 5236, Page 2316 (Lot 27). Excepting therefrom premises conveyed in Record Book \$236, Page 2372 (Lot 28). Excepting therefrom premises conveyed in Record Book 5253, Page 1291 (Lot 35). Excepting therefrom premises conveyed in Record Book/5260, Page 1362 (Lot 32). Excepting therefrom premises conveyed in Record Book 5266, Page 1009 (Lot 33). Excepting therefrom premises conveyed in Record Book 5267, Page 1500 (Lot 31). Excepting therefrom premises conveyed in Record Book 5268, Page 2293 (Lot 29). Excepting therefrom premises conveyed in Record Book 5271, Page 820 (Lot 4). Excepting therefrom premises conveyed in Record Book 5355, Page 548 (Lot 34). Excepting therefrom premises conveyed in Record Book 5368, Page 131 (Lot 37). Excepting therefrom premises conveyed in Record Book 5374, Page 636 (Lot 25). Excepting therefrom premises conveyed in Record Book 5383, Page 781 (Lot 36). Excepting therefrom premises conveyed in Record Book 5106, Page 525 (Lot 6). Excepting therefrom premises conveyed in Record Book 5116, Page 1464 (Lot 7). Excepting therefrom premises conveyed in Record Book 5344, Page 1203 (Lot 10). Excepting therefrom premises conveyed in Record Book 5141, Page 1755 (Lot 14). Excepting therefrom premises conveyed in Record Book 5210, Page 304 (Lot 16). Excepting therefrom premises conveyed in Record Book 5217, Page 345 (Lot 19).

Excepting therefrom premises conveyed in Record Book 5217, Page 3341 (Lot 20). Excepting therefrom premises conveyed in Record Book 5201, Page 154 (Lot 21). Excepting therefrom premises conveyed in Record Book 5344, Page 1199 (Lot 26). Excepting therefrom premises conveyed in Record Book 5097, Page 687 (Lot 8). Excepting therefrom premises conveyed in Record Book 5117, Page 1320 (Lot 9). Excepting therefrom premises conveyed in Record Book 5117, Page 1324 (Lot 11). Excepting therefrom premises conveyed in Record Book 5117, Page 1305 (Lot 12). Excepting therefrom premises conveyed in Record Book 518, Page 2246 (Lot 1). Excepting therefrom premises conveyed in Record Book 5178, Page 1968 (Lot 15). Excepting therefrom premises conveyed in Record Book 5178, Page (Lot 30). 2009 0 24-044. Excepting therefrom premises conveyed in Record Book 5287, Page (Lot 30).

The same having been sold by me to the said grantee on the 8th day of August, 2014, after due advertisement according to law under and by virtue of a writ of execution Mortgage Foreclosure issued on the 30th day of May, 2014 out of the Court of Common Pleas of the County of Berks, State of Pennsylvania, as of No. 13-24274 at the suit of

FULTON BANK NA

Against

BELOVICE GROUP INC

IN WITNESS WHEREOF I have hereunto affixed my signature this 14th day of October, 2014.

Sheriff of Berks County, PA

Commonwealth of Pennsylvania, **Berks County** 

SS

On this 14th day of October, 2014, before me, Deputy Prothonotary, the undersigned officer, personally appeared ERIC J. WEAKNECHT, SHERIFF OF BERKS COUNTY, PENNSYLVANIA, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

I hereby certify that the precise residence of the grantee herein named is

ONE PENN SQUARE, PO BOX 4887 LANCASTER, PA 17604

ERIC J. WEAKNECHT For Grantee

Marianne R. Sutton

Page 8 of 10

#### 13-24274

## DEED POLL

# ERIC J. WEAKNECHT Sheriff of Berks County

TO:

Berks County Recorder of Deeds

FULTON BANK, N.A.

PREMISES:

2005; | Color | Col

Sold as property of:

BELOVICH GROUP INC

Pin: SECK

Recorder of Deeds-----\$317.00

REV-183 EX (04-10)



Bureau of Individual Taxes PO BOX 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) 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 family relationship or public utility easement. If more space is needed, attach additional sheets.

from tax based on family relationship of p					*		
A. CORRESPONDENT - All ing	uîries m	ay be direc	ted to the following	ng person:			
Name				Telephone Nu	nber:		
Scott F. Landis, Esquire		(717) 229-5	201				
Mailing Address	., -,		City		State	ZIP Code	
126 E, King Street			Lancaster		PA	17602	
B. TRANSFER DATA			C. Date of Acce	ptance of Docum	ent		
Granter(s)/Lessor(s)			Grantee(s)/Lessee(s)				
Berks County Sheriff			Fulton Bank, N.A.				
Mailing Address		- ,	Mailing Address				
633 Court Street			One Penn Square	, P.O. Box 4887			
City	State	ZIP Code	City		State	ZIP Code	
Reading	PA	PA 19601 Lancaster				17604	
D. REAL ESTATE LOCATION							
Street Address 3005 IIICAT, SILLID	<u> </u>		City, Township, Boraus	gh '	· · · · · · · · · · · · · · · · · · ·	_	
Tulpehocken Ave. Elm St	7		West Reading				
County	School	District		Tax Parcel Number		. ,	
Berks	Wyon	nissing		*See attached			
E. VALUATION DATA - WAS T			T OF AN ASSIGNM	MENT OR RELOCA	TION	TYN	
1. Actual Cash Consideration		r Consideration	·	3. Total Consideratio			
Successful bid of \$9,500.00	+0.0	0		= 9,500.00			
4. County Assessed Value	1	mon Level Ratio	Factor	6. Fair Market Value			
*See attached	x 1.3	31		=*See attached			
F. EXEMPTION DATA							
1a. Amount of Exemption Claimed 100%	1b. Per			e 1c. Percentage of Gr	1c. Percentage of Grantor's Interest Conveyed		
			• 11	1 100%			
Check Appropriate Box Be	low for	Exemption	r Claimed.				
■ Will or Intestate succession.							
			Name of Decedent)	(	Estate File	Number)	
☐ Transfer to a trust. (Attach co	omplete co	py of trust a	agreement identifying	all beneficiaries.)			
☐ Transfer from a trust. Date o	•		-	,			
If trust was amended attach					. ,	• •	
☐ Transfer between principal ar	. •	-		v of agency/straw i	naetu ani	raamant \	
		,	·		. •	•	
Transfers to the commonweal demnation. (If condemnation	or in lieu	of condemn	ation, attach copy of	resolution, condemi	acton of	in lien of cou-	
☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.						assianment.)	
Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)							
Statutory corporate consolidation, merger or division. (Attach copy of articles.)							
Other (Please explain exemp	tion claime	20.)	* ·				
			·, · s./-, ·				
Under penalties of law, I declare to the best of my knowledge and bell	hat I have	examined t	his statement, included	ding accompanying	inform	ation, and to	
Signature of Correspondent or Responsible P			····· correptives	Tr	Date		
100h 37	•			į ·	9/77	110	
				i	1/62/	′′ /	

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Parcel Number	County Assessed Value	Fair Market Value
93-5307-17-11-5181	\$95,000.00	\$124,450.00
93-5307-17-11-9230	\$27,400.00	\$35,894.00
93-5307-17-11-9223	\$21,400.00	\$28,034.00
93-5307-17-11-9215	\$21,400.00	\$28,034.00
93-5307-17-11-8297	\$21,400.00	\$28,034.00
93-5307-17-11-8289	\$21,400.00	\$28,034.00
93-5307-17-11-8371	\$21,400.00	\$28,034.00
93-5307-17-11-8363	\$21,400.00	\$28,034.00
93-5307-17-11-8356	\$21,400.00	\$28,034.00
93-5307-17-11-8348	\$27,400.00	\$35,894.00
93-5307-17-11-5357	\$28,100.00	\$36,811.00
93-5307-17-11-5399	\$20,200.00	\$26,462.00
93-5307-17-11-6410	\$20,200.00	\$26,462.00
93-5307-17-11-6431	\$20,200.00	\$26,462.00
93-5307-17-11-6452	\$20,200.00	\$25,462.00
93-5307-17-11-6483	\$20,200.00	\$26,462.00
93-5307-17-11-7404	\$29,200.00	\$26,462.00
93-5307-17-11-7425	\$20,200.00	\$26,452.00
93-5307-17-11-7446	\$20,200.00	\$26,462.00
93-5307-17-11-7468	\$20,200.00	\$26,462.00
93-5307-17-11-8510	\$25,000.00	\$32,750.00
93-5307-17-11-6173	\$13,800.00	\$18,078.00
93-5307-17-11-7489	\$20,200.00	\$26,462.00

\* from Complaint in Foreclasure

EXHIBIT "D"

ALL THAT CERTAIN lot or piece of land together with a brick building and other improvements erected thereon, located on the west side of Tulpehocken Street, being Lot No. 2 as shown on the Narrow Fabric Minor Subdivision, recorded in Plan Book Volume 274, Page 12, Berks County Records, situate in the Borough of West Reading, County of Berks, Commonwealth of Pennsylvania, more fully bounded and described as follows to wit:

BEGINNING at a marble monument on the west topographical building line of Tulpehocken Street, sixty feet (60') wide, a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership, said point being the northeastern most corner of the herein described Lot No. 2;

THENCE extending in a southeasterly direction along the west topographical building line of Tulpehocken Street on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of five hundred forty-five feet and forty-seven hundredths of one foot (545.47") to an iron pin on the point of intersection of the west topographical building line of Tulpehocken Street and the north topographical building line of Walnut Street, sixty feet (60") wide;

THENCE extending in a southwesterly direction along the north topographical building line of Walnut Street on a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57' 06" W.) a distance of one hundred thirty five feet (135') to an iron pin;

THENCE extending in a southeasterly direction on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of thirty feet (30') to an iron pin a corner of property belonging to Village Associates;

THENCE extending in a southwesterly direction along property belonging to Village Associates the two (2) following courses and distances to wit:

- I. On a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57' 06" W.), a distance of two hundred ninety feet and twenty-three hundredths of one foot (290.23') to an iron point of curve;
- 2. Along said curve deflecting to the right having a radius of one hundred seventy-nine feet and fifty-one hundredths of one foot (179.51'), a central angle of twenty-six degrees, six minutes, fifteen seconds (26° 06' 15"), a chord of eighty-one feet and eight hundredths of one foot (81.08'), a chord bearing of South seventy-four degrees, zero minutes, fourteen seconds West (S. 74° 00' 14" W.), and a distance along the arc of eighty-one feet and seventy-nine hundredths of one foot (81.79') to an iron pin on the south side of a vacated twenty foot (20') wide alley:

THENCE extending in a northwesterly direction crossing the above mentioned vacated twenty foot (20') alley on a line bearing, North thirty-one degrees, thirty-three minutes, fifty-three seconds West (N. 31° 33' 53" W.), a distance of ten feet and fifty-nine hundredths of one foot (10.59') to an iron pin of the centerline of the above vacated twenty foot (20') wide alley;

THENCE extending in a northwesterly direction along the centerline of the above mentioned vacated twenty foot (20') wide alley on a line bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of forty-nine feet and sixty-nine hundredths of one foot (49.69') to a P.K. spike on the eastern terminus of twenty foot (20') wide alley;

THENCE extending in a northeasterly direction along the eastern terminus of a twenty foot (20') wide alley line bearing North three degrees, four minutes, forty-two seconds East (N. 3° 04' 42" E.), a distance of ten feet (10') to a P.K. spike on the north side of a twenty foot (20') wide alley.

THENCE extending in a northwesterly direction along the north side of a twenty foot (20') wide alley on a bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of sixty-two and forty hundredths of one foot (62.40') to a P.K. spike a corner of Lot No. 1 as shown on the above mentioned recorded plan;

THENCE extending along Lot No. 1 as shown on the above mentioned recorded plan the two (2) following courses and distances to wit:

- 1. In a northeasterly direction on a line bearing North one degree, fourteen minutes, fifty-nine seconds East (N. 1° 14' 59" E.), a distance of three hundred twenty-two feet and twenty-five hundredths of one foot (322.25') iron pin;
- 2. In a northwesterly direction on a line bearing North one degree, fifty-four minutes, fourteen seconds West (N. 1° 54' 14" E.), a distance of two hundred twenty-one feet and ninety-one hundredths of one foot (221.91') P.K. spike a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership;

THENCE extending in a northeasterly direction along property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership on a line bearing North sixty degrees, fifty-seven minutes, six seconds East (N. 60° 57' 06" E.), a distance of three hundred thirty-five feet and thirty-five hundredths of one foot (335.35') to the PLACE OF BEGINNING.

CONTAINING in area 6.163 acres of land.

PARCEL NO. 5307-17-11-7251

BEING THE SAME PREMISES which Gregory Sarangoulis, Co-Partner, and Kevin Timochenko, Co-Partner, t/a KGPTR1, a Pennsylvania general partnership, by Deed dated January 23, 2006 and recorded January 25, 2006 in the Office of the Recorder of Deeds in and for the County of Berks in Book 4763 Page 1888, granted and conveyed unto The Belovich Group, its successor and assigns.

Excepting therefrom premises conveyed in Record Book 5045, Page 1229 (Lot 3). Excepting therefrom premises conveyed in Record Book 5050, Page 968 (Lot 2). Excepting therefrom premises conveyed in Record Book 5128, Page 1782 (Lot 13). Excepting therefrom premises conveyed in Record Book 5158, Page 2112 (Lot 5).

Excepting therefrom premises conveyed in Record Book 5228, Page 686 (Lot 23). J Excepting therefrom premises conveyed in Record Book 5228, Page 691 (Lot 24). Excepting therefrom premises conveyed in Record Book 5229, Page 364 (Lot 18). 🗸 Excepting therefrom premises conveyed in Record Book 5231, Page 806 (Lot 17). V Excepting therefrom premises conveyed in Record Book 5236, Page 2316 (Lot 27), V Excepting therefrom premises conveyed in Record Book 5236, Page 2372 (Lot 28). Excepting therefrom premises conveyed in Record Book 5253, Page 1291 (Lot 35). Excepting therefrom premises conveyed in Record Book 5260, Page 1362 (Lot 32). Excepting therefrom premises conveyed in Record Book 5266, Page 1009 (Lot 33). Excepting therefrom premises conveyed in Record Book 5267, Page 1500 (Lot 31). Excepting therefrom premises conveyed in Record Book 5268, Page 2293 (Lot 29). Excepting therefrom premises conveyed in Record Book 5271, Page 820 (Lot 4). Excepting therefrom premises conveyed in Record Book 5355, Page 548 (Lot 34). Excepting therefrom premises conveyed in Record Book 5368, Page 131 (Lot 37). Excepting therefrom premises conveyed in Record Book 5374, Page 636 (Lot 25). ~ Excepting therefrom premises conveyed in Record Book 5383, Page 781 (Lot 36). Excepting therefrom premises conveyed in Record Book 5106, Page 525 (Lot 6). Excepting therefrom premises conveyed in Record Book 5116, Page 1464 (Lot 7). Excepting therefrom premises conveyed in Record Book 5344, Page 1203 (Lot 10). Excepting therefrom premises conveyed in Record Book 5141, Page 1755 (Lot 14). Excepting therefrom premises conveyed in Record Book 5210, Page 304 (Lot 16). Excepting therefrom premises conveyed in Record Book 5217, Page 345 (Lot 19). Excepting therefrom premises conveyed in Record Book 5217, Page 3341 (Lot 20). Excepting therefrom premises conveyed in Record Book 5201, Page 154 (Lot 21). Excepting therefrom premises conveyed in Record Book 5344, Page 1199 (Lot 26).

H this description (attached to the Complaint in My, Feredowe) when compared to the sheriffs Deed isn't Excepting lots 8,9,11,12,1,15,30 + 22 tets 8 + 1 above would be whose of Holly Zdravedi + shawn + Jennifer Belouch - later to be settled upon" in said proceedings.

\* Pexception of Premises a Knihol to the Projective forwrited Excepted

No. 13-2474

Judgment Amount: \$891,700.57 Attorney: Scott F. Landis, Esquire

ALL THAT CERTAIN lot or piece of land together with a brick building and other improvements erected thereon, located on the west side of Tulpehocken Street, being Lot No. 2 as shown on the Narrow Fabric Minor Subdivision, recorded in Plan Book Volume 274, Page 12, Berks County Records, situate in the Borough of West Reading, County of Berks, Commonwealth of Pennsylvania, more fully bounded and described as follows to wit:

BEGINNING at a marble monument on the west topographical building line of Tulpehocken Street, sixty feet (60') wide, a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership, said point being the northeastern most corner of the herein described Lot No. 2;

THENCE extending in a southeasterly direction along the west topographical building line of Tulpehocken Street on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of five hundred forty-five feet and forty-seven hundredths of one foot (545.47') to an iron pin on the point of intersection of the west topographical building line of Tulpehocken Street and the north topographical building line of Walnut Street, sixty feet (60') wide;

THENCE extending in a southwesterly direction along the north topographical building line of Walnut Street on a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57° 06" W.) a distance of one hundred thirty five feet (135') to an iron pin;

THENCE extending in a southeasterly direction on a line bearing South twenty-nine degrees, two minutes, fifty-four seconds East (S. 29° 02' 54" E.), a distance of thirty feet (30') to an iron pin a corner of property belonging to Village Associates;

THENCE extending in a southwesterly direction along property belonging to Village Associates the two (2) following courses and distances to wit:

- 1. On a line bearing South sixty degrees, fifty-seven minutes, six seconds West (S. 60° 57' 06" W.), a distance of two hundred ninety feet and twenty-three hundredths of one foot (290.23') to an iron point of curve;
- 2. Along said curve deflecting to the right having a radius of one hundred seventy-nine feet and fifty-one hundredths of one foot (179.51'), a central angle of twenty-six degrees, six minutes, fifteen seconds (26° 06' 15"), a chord of eighty-one feet and eight hundredths of one foot (81.08'), a chord bearing of South seventy-four degrees, zero minutes, fourteen seconds West (S. 74° 00' 14" W.), and a distance along the arc of eighty-one feet and seventy-nine hundredths of one foot (81.79') to an iron pin on the south side of a vacated twenty foot (20') wide alley;



THENCE extending in a northwesterly direction crossing the above mentioned vacated twenty foot (20') alley on a line bearing, North thirty-one degrees, thirty-three minutes, fifty-three seconds West (N. 31° 33' 53" W.), a distance of ten feet and fifty-nine hundredths of one foot (10.59') to an iron pin of the centerline of the above vacated twenty foot (20') wide alley;

THENCE extending in a northwesterly direction along the centerline of the above mentioned vacated twenty foot (20') wide alley on a line bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of forty-nine feet and sixty-nine hundredths of one foot (49.69') to a P.K. spike on the eastern terminus of twenty foot (20') wide alley;

THENCE extending in a northeasterly direction along the eastern terminus of a twenty foot (20°) wide alley line bearing North three degrees, four minutes, forty-two seconds East (N. 3° 04' 42" E.), a distance of ten feet (10°) to a P.K. spike on the north side of a twenty foot (20°) wide alley.

THENCE extending in a northwesterly direction along the north side of a twenty foot (20') wide alley on a bearing North eighty-six degrees, fifty-five minutes, eighteen seconds West (N. 86° 55' 18" W.), a distance of sixty-two and forty hundredths of one foot (62.40') to a P.K. spike a corner of Lot No. 1 as shown on the above mentioned recorded plan;

THENCE extending along Lot No. 1 as shown on the above mentioned recorded plan the two (2) following courses and distances to wit:

- 1. In a northeasterly direction on a line bearing North one degree, fourteen minutes, fifty-nine seconds East (N. 1° 14' 59" E.), a distance of three hundred twenty-two feet and twenty-five hundredths of one foot (322.25') iron pin;
- 2. In a northwesterly direction on a line bearing North one degree, fifty-four minutes, fourteen seconds West (N. 1° 54' 14" E.), a distance of two hundred twenty-one feet and ninety-one hundredths of one foot (221.91') P.K. spike a corner of property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership;

THENCE extending in a northeasterly direction along property belonging to Bruce L. Albrecht trading as Albrecht-Bagenstose Partnership on a line bearing North sixty degrees, fifty-seven minutes, six seconds East (N. 60° 57' 06" E.), a distance of three hundred thirty-five feet and thirty-five hundredths of one foot (335.35') to the PLACE OF BEGINNING.

CONTAINING in area 6.163 acres of land.

PARCEL NO. 5307-17-11-7251

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Excepting therefrom premises conveyed in Record Book 5260, Page 1362 (Lot 32).
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Excepting therefrom premises conveyed in Record Book 5271, Page 820 (Lot 4).
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Excepting therefrom premises conveyed in Record Book 5217, Page 3341 (Lot 20).
Excepting therefrom premises conveyed in Record Book 5201, Page 154 (Lot 21).
Excepting therefrom premises conveyed in Record Book 5344, Page 1199 (Lot 26).
Excepting therefrom premises conveyed in Record Book 5097, Page 687 (Lot 8).
Excepting therefrom premises conveyed in Record Book 5117, Page 1320 (Lot 9).
Excepting therefrom premises conveyed in Record Book 5117, Page 1324 (Lot 11).
Excepting therefrom premises conveyed in Record Book 5117, Page 1305 (Lot 12).
Excepting therefrom premises conveyed in Record Book _____, Page ____ (Lot 22).
```

TO BE SOLD AS THE PREMISES OF THE BELOVICH GROUP, INC.

\* Lots 1,15+30 missing as en 8hents Deed Prepared By and Return to: Maria D. Elliott, Esquire

Barley Snyder

126 East King Street Lancaster, PA 17602-2893

717.399.1517

Parcel ID#:

93530717117251 and 93530717114012-655 Walnut Street, West Reading Bowough, DA

#### STORM WATER DRAINAGE EASEMENT AGREEMENT

This Storm Water Drainage Easement Agreement (this "Agreement") is made as of this day of October, 2015, by and between FULTON BANK, N.A., a national banking association with an address One Penn Square, Lancaster, PA 17602 ("Fulton" or "Grantor") and KIMBALL FAMILY LLC, a Pennsylvania limited liability company, with an address of 14 Gaelsong Lane, Wyomissing, PA 19610 ("Kimball" or "Grantee").

#### Background:

Fulton is the owner of a 6.163 acre tract of land located in West Reading Borough, Pennsylvania, bearing tax parcel no. 93530717117251, which is part of the property described in the Sheriff's Deed, Instrument No. 2014034065 recorded in the Recorder of Deeds Office in and for Berks County, Pennsylvania (the "Recorder's Office"), and in the Final Plan for Narrow Fabrics, prepared by McCarthy Engineering Associates, P.C., Plan No. 05-001F-P00, dated November 16, 2005, recorded in the Recorder's Office on February 6, 2006 in Plan Book 302, Page 291 (the "Fulton Property"). Within the Fulton Property is a private alley, to be dedicated to West Reading Borough ("Borough"), located along much of the Fulton Property's western border, known as Chiffon Way.

Kimball is the owner of a 2.03 acre tract of land located at 655 Walnut Street, West Reading Borough, Pennsylvania, bearing tax parcel no. 93530717114012, and as more fully described in a deed dated May 7, 2008 and recorded in the Recorder's Office in Deed Book 5352, Page 1614, and as shown in a plan recorded in Plan Book 306, Page 293 (the "Kimball Property"). Chiffon Way is adjacent to the Kimball Property.

A trench drain system currently located on the Kimball Property unintentionally results in excessive erosion near the outfall of Chiffon Way.

To correct the erosion, Kimball intends to connect its existing trench drain system to the existing storm sewer system within Chiffon Way, as shown on a plan entitled "Cashmere Way, Chiffon Way and Walnut Way" (the "Existing Storm Water Plan for Fulton Property"), prepared by McCarthy Engineering Associates, P.C., Plan No. 05-001F-P07, dated June 21,

2005, last revised November 16, 2005, attached hereto and incorporated by reference herein as Exhibit A.

Kimball, a storm water drainage easement over a portion of Chiffon Way located in the Fulton Property to allow Kimball to install and maintain the proposed catch basin and drainage pipe as shown on the plan attached hereto and incorporated herein as Exhibit B, in order to allow storm water to drain from the Kimball Property through the Fulton Property and to tie in to the existing storm water system within Chiffon Way. The legal description of the storm water drainage easement is attached hereto and incorporated herein by reference as Exhibit C (the "Drainage Easement"). The construction plans for the catch basin and drainage pipe are attached hereto and incorporated herein by reference as Exhibit D.

NOW, THEREFORE, Fulton and Kimball, intending to be legally bound and in consideration of One Dollar (\$1.00) and in consideration of the terms and conditions set forth herein, covenant and agree as follows:

1. Background. The "Background" section of the Agreement is incorporated herein by reference as though set forth in full.

### 2. Storm Water Drainage Easement.

- a. Fulton hereby grants and conveys unto Kimball and its successors and assigns in title a nonexclusive easement for the purposes of constructing, reconstructing, maintaining, repairing and replacing a storm water drainage pipe and catch basin, as well as any necessary storm sewer management facilities ("Storm Water Management Facilities"), in order to allow storm water to drain from the Kimball Property through the Fulton Property and to collect and discharge storm water within the Drainage Easement on the Fulton Property, as shown on the plan attached hereto and incorporated herein as Exhibit B, and as more particularly described in the legal description attached hereto and incorporated herein as Exhibit C, pursuant to the terms and conditions set forth herein. Fulton reserves the right to drain storm water into the catch basin and other storm water management facilities located within the Drainage System.
- b. Kimball shall construct the storm water facilities within the Drainage Easement and shall repair any damage to the Fulton Property caused by Kimball or its agents or contractors in connection with such work. The owner of the Kimball Property shall maintain and repair, at its sole cost, the Drainage Easement and the storm water facilities located therein. The owner of the Kimball Property shall have the right to enter upon the Fulton Property as necessary to maintain, repair and replace the storm water facilities within the Drainage Easement provided that advance notice is given to the owner of the Fulton Property, or the Borough once Chiffon Way is dedicated, and shall repair any damage caused in the exercise of its rights hereunder.
- c. Nothing shall be placed, planted, set or put within the Drainage Easement that would affect the function of the easement. Fulton acknowledges and agrees that the Borough and the owner of the Kimball Property, and their agents and contractors, shall have the right to access the Drainage Easement to inspect storm water facilities at any time.

#### 3. Construction

- Prior to initiating any work on the Fulton Property, Kimball will provide a written construction schedule, and Kimball shall perform the construction work pursuant to the schedule.
- Prior to construction, Kimball shall deliver a certificate of insurance from Kimball's contractors installing the Storm Water Management Facilities naming Fulton as an additional insured with limits of liability reasonably acceptable to Fulton.
- The installation and the construction of the Storm Water Management Facilities within the Drainage Easement shall be performed within the Drainage Easement shown on Exhibit A and pursuant to the construction plans and specifications set forth in Exhibit D.
- d. All construction work by Kimball and its contractors in installing and. constructing the Storm Water Management Facilities shall further be completed in conformance with all applicable laws, ordinances, and governmental approvals. Upon completion and payment of construction work, Kimball shall obtain and provide copies to Fulton of the release of liens from all contractors, subcontractors, and materialmen performing the construction work.
- Kimball shall not stockpile material on the site other than that which is to be installed or removed within the course of one day's work (exceptions may be allowed if coordinated in advance with Fulton).
- Kimball shall make any necessary repairs as recommended by the Borough and shall restore the construction site and any area previously disturbed by Kimball to its original condition. In the event that the Storm Water Management Facilities are in need of maintenance, repair, or replacement in the reasonable opinion of Fulton, then Kimball must perform such maintenance, repair or replacement pursuant to all approved governmental plans and permits within thirty (30) days of receipt of written notice from Fulton to that effect.
- Access. The owner of the Kimball Property, its agents, representatives. contractors and subcontractors, shall have the right to enter onto the Fulton Property for those purposes associated with the easement granted herein.
- No Interference. Fulton shall do nothing to interfere with or obstruct the Drainage Easement or Kimball's rights to access and use the Drainage Easement as set forth herein. Notwithstanding the foregoing, Fulton shall reserve the right to enter into the Drainage Easement for purposes of performing any construction related to its property or other improvements near the Drainage Easement and shall have the right to install other utility lines within the Drainage Easement and grant other easements for other utilities within the Drainage Easement as long as Fulton gives notice to Kimball of such utility lines do not interfere with or result in materially additional costs for Kimball's use, maintenance, repair

or replacement of the Storm Water Management Facilities. Except as stated herein, Fulton shall have the full use and enjoyment of the Fulton Property.

- Indemnification. The owner of the Kimball Property shall repair, at its sole cost, 6. any damages or losses caused to the Fulton Property, from or arising out of the owner of the Kimball Property's exercise of its rights under this Agreement or its use of the easement granted herein. The owner of the Kimball Property shall indemnify, defend and hold Fulton harmless from and against any and all claims, damages, suits, losses, causes of action, third party claims, debts, judgments, costs, expenses or fees (including reasonable attorneys' fees) resulting from or arising out of the existence, maintenance, repair, replacement and operation of the Storm Water Management Facilities, the exercise of Kimball's rights herein, the breach of any covenants or obligations of Kimball as stated herein, or its use of the easement granted herein.
- Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any party violating or attempting to violate any easement or covenant herein, either to restrain violation, or to recover damages, or otherwise or both. Any party so violating or attempting to violate shall pay the reasonable attorneys' fees and costs of the party seeking enforcement.
- Entire Agreement. This Agreement represents the entire agreement of the · 8. parties with respect to the subject matter hereof and, except as specifically set forth herein, shall not be amended or changed in any respect, except by written agreement signed by the parties hereto.
- Binding Agreement. This Agreement shall constitute an easement appurtenant and covenant running with the land and shall be binding upon, and shall inure to the benefit of, the heirs, personal representatives, successors and/or assigns of the parties hereto.
- Background and Paragraph Headings. The Background section is hereby incorporated into this Agreement as though fully referenced herein. Headings are for convenience of reference only and shall not constitute a part of this Agreement. The headings herein in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.
- Recording. The parties intend that this Agreement shall be recorded in the Recorders Office at Kimball's expense.
- Governing Law. This Agreement shall be governed and construed in accordance 12. with the laws of the Commonwealth of Pennsylvania.
- Covenants Running with the Land. The rights and obligations hereby created 13. shall constitute covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

[signature page to follow]

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Easement Agreement under seal the day and year first above written.

Witness/Attest:

amy Regua

**GRANTOR:** 

FULTON BANK, N.A.

By: Clark M. M. Wer

Title: Senton Vice President

GRANTEE:

KIMBALL FAMILY LLC

C. Eve I Kimball President and Member

Daniel B. Kimball Jr. Mambay

And you will be seen to such as in the program of and the control of the control

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BERKS

On October 13, 2015, before me, the undersigned officer, personally appeared C. Eve Kimball, President and Member of Kimball Family LLC, and Daniel B. Kimball, Jr., Member of Kimball Family LLC, who as such members executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA Notarial Seal Bonita A. Shingle, Notary Public Wyomissing Boro, Berks County My Commission Expires Oct. 17, 2017

COMMONWEALTH OF PENNSYLVANIA

) ss:

COUNTY OF LANGASTER

On this 16th day of Ottober, 2015, before me, the undersigned officer, personally appeared that he is the of Fulton Bank, a Pennsylvania banking institution, and that as such , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Fulton Bank.

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

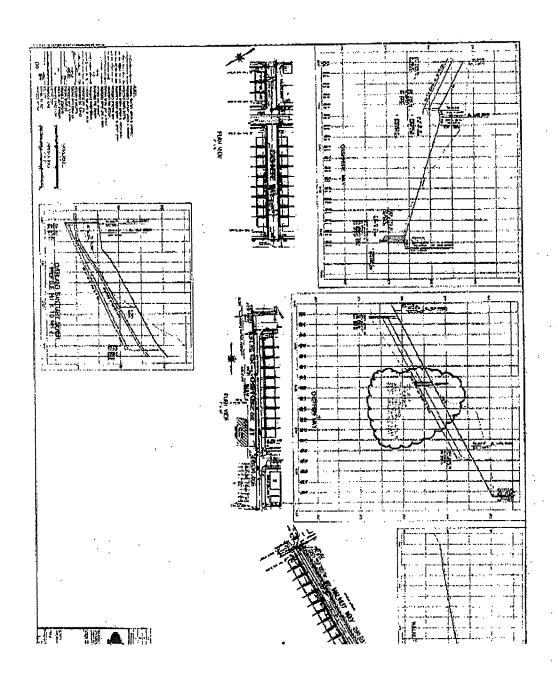
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL Pantela L. Hartman, Notary Public City of Lancaster, Lancaster County My Commission Expires April 16, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF HOTARIES

### EXHIBIT A

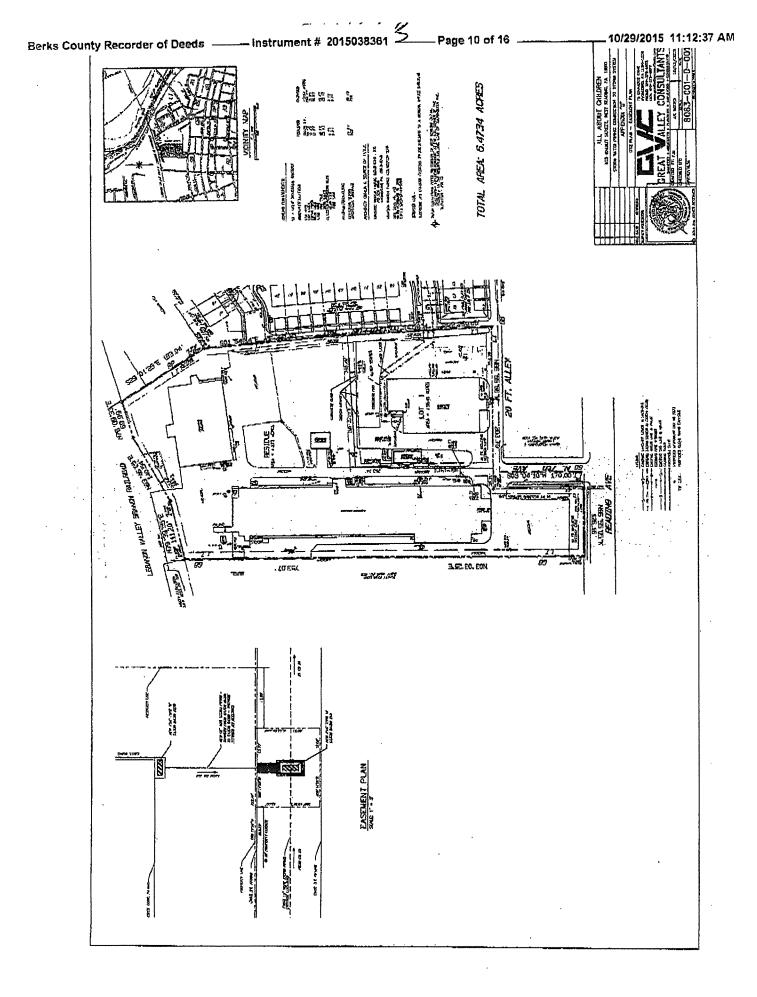
Existing Storm water Plan for Fulton Property (Chiffon Way) "Bubble Area



## EXHIBIT B

Instrument # 2015038361

Site Plan for Drainage Easement



Legal Description of Drainage Easement

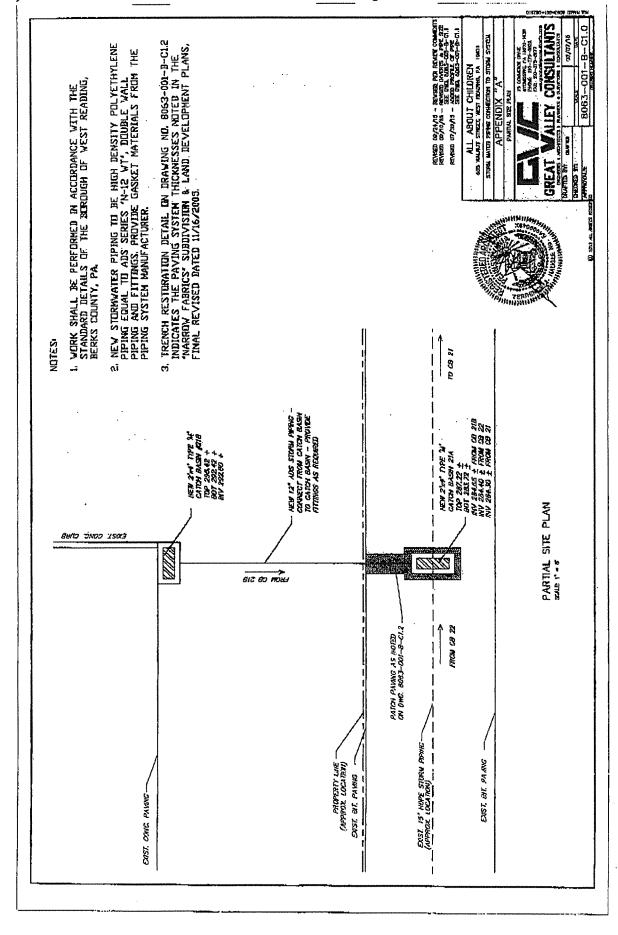
All About Children 655 Walnut Street West Reading, PA 19611

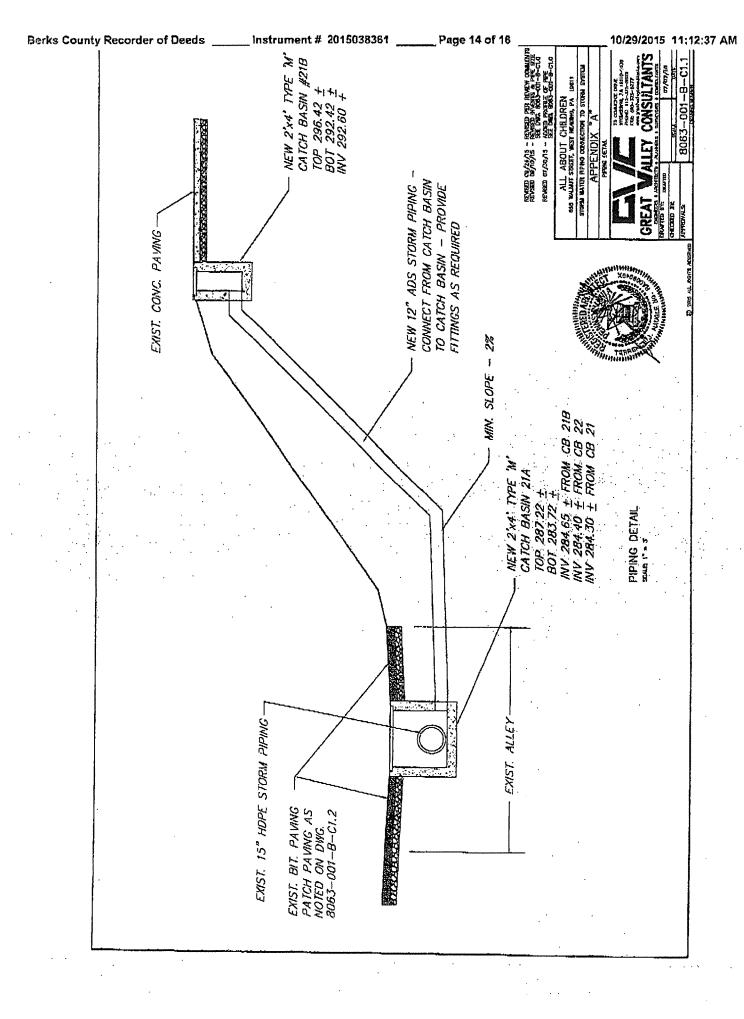
STORMWATER EASEMENT - Description for an easement for the installation of a stormwater pipe to connect the stormwater piping on the All About Children property to the existing stormwater piping in Chiffon Way of the Narrow Fabrics Development, PBV 302, Pg 291; as recorded with the County of Berks, PA:

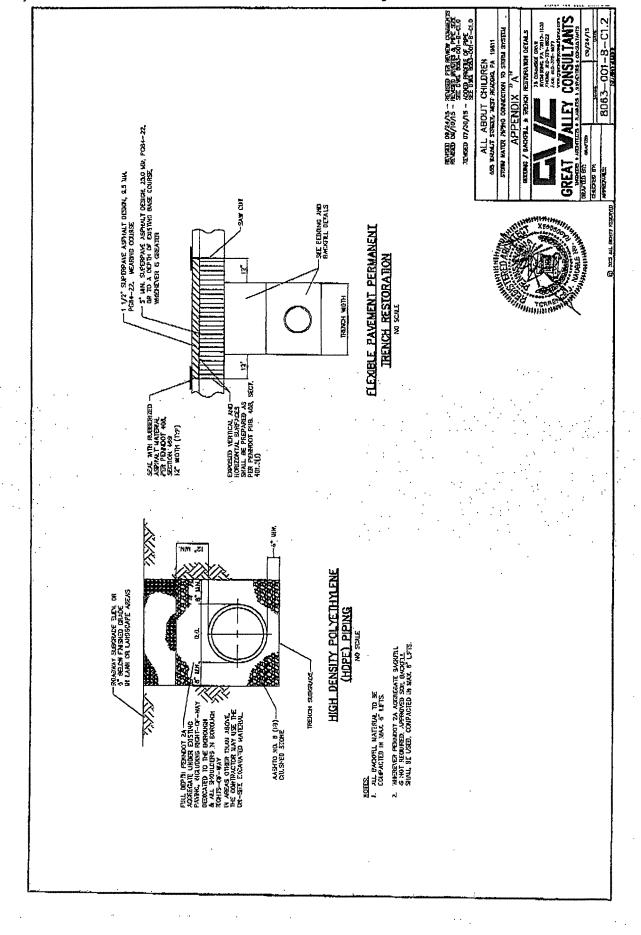
Beginning at the southeast corner of the property of All About Children at 655 Walnut Street, West Reading, PA 19611; proceeding along the eastern property line of said property to a point two hundred ninety three and seventy-five one hundredths feet (293.75'); then along a line bearing S89°45'01"E a distance of twelve (12.00') feet; then along a line bearing N00°14'59"E a distance of fifteen (15.00') feet; then along a line bearing N89°45'01"W a distance of twelve (12.00") feet back to the eastern property line; then along said property line bearing \$00°14'59"W a distance of fifteen (15.00') feet; containing an area of one hundred eighty (180 sf) square feet.

Instrument # 2015038361

Construction Plans for Catch Basins and Drainage Pipe









Bureau of Individual Taxes PO BOX 280503 Harrisburg, PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDE	R'S USE ONLY
State Tax Paid	\$0.00
Book Number	2015038361
Page Number	XXXXXXX
Date Recorded	10/29/2015 11:12:37 AM

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) the deed is without consideration or by gift, or (3) a tax exemption is claimed. If more space is needed, please attach additional sheets. A Statement of Value (SOV) is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. However, it is recommended that a SOV accompany all documents filed for recording.

A. CORRESPONDENT - All inquir	ies ma	y be directe	ed to the following p	erson:			
Name						Telephone Number:	
Maria Elllott, Esquire Barley Snyder, LLP Malling Address	-		(717)	299-5201			
126 East King Street		City Lancaster		State PA	Z1P Code 17602		
B. TRANSFER DATA			C211000(0)			17002	
Date of Acceptance of Document		****	1				
Grantor(s)/Lessor(s)	Telepho	ne Number:	Grantee(s)/Lessee(s)		Talanka		
Fulton Bank, N.A.	refebuolie (401/06)		Kimball Family LLC			ne Number:	
Mailing Address			Mailing Address				
One Penn Square			14 Gaelsong Lane				
City	State	ZIP Code	City		State	ZIP Code	
Lancaster	PA	17602	Wyomissing		PA	19610	
C. REAL ESTATE LOCATION				***************************************			
Street Address			City, Township, Borough				
Part of Tulpehocken Ave and 655 Walnut County	**		West Reading Borou				
Berks	School District Wyomissing Area			Tax Parcel Number	61 and 935307171174012		
D. VALUATION DATA	AAAOUURRINA WAR			7 211 01 933307 1172	3 i Bild 8333	Bild 83530/ [/ ] [/4012	
Was transaction part of an assignment  1. Actual Cash Consideration				0.000		-	
0.00	2. Other Consideration + 0.00			3. Total Consideration			
4. County Assessed Value	5. Cammon Level Ratio Fi		Partor	= 0.00 6. Computed Value		·	
Not separately assessed	x 1.32		Tocas	•	Not separately assessed		
E. EXEMPTION DATA - Refer to i			emotion status	2 Wet ooparate	17 0000000		
1a. Amount of Exemption Claimed			or's Interest in Real Estate	1c. Percentage of G	rantor's Inte	met Conmund	
100%		Easement		1c. Percentage of Grantor's Interest Conveyed Easement			
2. Check Appropriate Box Below fo	r Exer	nption Clai	med.				
☐ Will or Intestate succession.							
☐ Transfer to a trust. (Attach complete	conv of	۱) F faist annoom	vame of Decedent)		(Estate File	Number)	
☐ Transfer From a trust. Date of transfer	r into t	ha truet	ent identitying air benefi	ciaries.)			
If trust was amended attach a copy of			ad bount		<u> </u>		
☐ Transfer between principal and agent							
Transfers to the commonwealth, the	IIC on	d lactormants	complete copy of agency	y/straw party agre	ement.)		
tion. (If condemnation or In Ileu of co	ondemn	ation, attach o	mues by girt, dedication,	, concemnation of	' in lieu of	condemna-	
☐ Transfer from mortgagor to a holder	of a mo	rtgage in defa	ult. (Attach copy of mor	tgage and note/as	slonment.)	ı	
Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)  Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)							
Statutory corporate consolidation, merger or division. (Attach copy of articles.)							
Other (Please explain exemption claimed.) Storm Water Drainage Easement. Value is less than \$100.00							
						· · · · · · · · · · · · · · · · · · ·	
Under penalties of law, I declare that I to the best of my knowledge and belief	have	examined th	is statement, including	g accompanying	informat	ion, and	
signature of Correspondent or Responsible Party		/	and rambiate.	7	Date		
	//	11-			11		
FATLURE TO COMPLETE THIS BOOM	M	<i>y</i>		10	129/1	5	

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

REC BK05287-PG2241

2008002275 01/14/2008 10 27 46 AM 1

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PAGE 1 of 9

BERICH COUNTY ROD



Prepared by **GMAC Real Estate Premier Network** One Meridian Blvd , Suite 1A01 Wyomissing PA 19610

Return to The Belovich Group, Inc. 10 Hearthstone Court Reading PA 19606

Parcel No 206 Silk Drive

West Reading Borough West Reading PA 19611

File No NA1403125RC

**INSTALLMENT AGREEMENT OF SALE** 

## INSTALLMENT AGREEMENT OF SALE

THIS AGREEMENT OF SALE made this 11<sup>th</sup> day of December, 2007, by and between THE BELOVICH GROUP, INC. and its assigned, a corporation presently doing business in Pennsylvania, with its principal location at 10 Hearthstone Court, Reading, PA 19606 (hereinafter called "Seller") and KATHRYN and PETER REGOPOULOS, adult individuals residing at 292 Wiltree Court, State College, PA 16801 (hereinafter called "Buyer").

#### WITNESSETH:

1. Seller hereby agrees to sell and convey to Buyer, and Buyer agrees to purchase:

ALL THAT CERTAIN lot or piece of ground together with the dwelling erected thereon, being No. 206 Silk Drive, The Villas at West Reading Building #4, Unit #22, West Reading Borough, City of Reading, County of Berks and State of Pennsylvania.

2. Buyer shall pay the Seller the sum of One Hundred Ninety Thousand, Seven Hundred (\$190,700) Dollars as the purchase price, payable as follows:

(a) Non-refundable Nine Thousand Five Hundred Thirty Five (\$9,535) Dollars upon execution of this Agreement;

- (b) Also upon execution of this Agreement, One Hundred Eighty One Thousand, One Hundred Sixty Five (\$181,165) Dollars in the form of a Judgment Note with warrant of attorney to confess judgment thereon;
- (c) The Judgment Note shall be redeemed for each for the balance of the purchase price of One Hundred Eighty One Thousand, One Hundred Sixty Five (\$181,165) Dollars, less any principle paid, at the time of final settlement no later than August 10, 2009.
- 3. Buyer shall have the right to occupy the premises for eighteen (18) months upon these terms:
  - (a) Date of occupancy shall be on or before January 10, 2008;
  - (b) Monthly payments on the balance of the purchase price of One Hundred Eighty One Thousand, One Hundred Sixty Five (\$181,165) Dollars together with interest shall paid in monthly installments of One Thousand Forty and 19/100 Dollars (\$1040,19); being based upon a rate of interest of six point eighty nine (6.89%) percent (of \$181,165) per annum, interest only, with a balloon payment due at the end of eighteen (18) months. Monthly payments shall begin on February 10, 2008, and shall continue each thirty (30) days thereafter until August 10, 2009, at which time final settlement shall be held, and all remaining principal and interest due shall be paid to the Seller.
  - (c) Buyer shall have the right to call for final settlement at any time by giving fifteen (15) days written notice.
  - (d) Payments and notices shall be sent to:

THE BELOVICH GROUP, INC.
Attn. Shawn Belovich

PAGE 1 of 7

(-j.)

REC BK06287-PG22A2 2008002275 01/14/2008 10 27 46 AM 1 BERKS COUNTY ROB

AGREEMENT

PAGE 2 of 9



### 10 Hearthstone Court Reading, PA 19606

- 4. Should Buyer default in making of the monthly interest payments for ten (10) days; or should Buyer fail to make final settlement by the expiration of the eighteenth (18<sup>th</sup>) month following occupancy, the deposit shall be retained by the Seller as liquidating damages or as payment on account of the purchase price should the Seller elect to bring suit in assumpsit or for specific performance.
- 5. Buyer agrees to maintain and keep in full force a homeowner's policy for their own protection.
- 6. In the event of default, Buyer agrees to vacate the premises immediately and hereby confesses judgment in ejectment in favor of Sciler.
- 7. Conveyance at final settlement shall be by special warranty deed to Buyer. Title shall be a good and marketable fee simple tatle, free and clear of all liens and encumbrances, subject however to existing visible easements, easements of record, accuracy of description, rights of public utilities, building and development restrictions, zoning laws, and rules, regulations, laws and directives of federal, state, municipal or other governing authorities, and shall be insurable as such at regular rates by a title insurance company maintaining an office at Reading, Pennsylvania.
- 8. In the event that a good and marketable title, subject as aforesaid, cannot be given by the Seller to the Buyer, the Seller may, at his option, clear the title or rescind this Agreement and return to the Buyer all sums paid on account of the purchase price and reasonable title search charges without interest. Upon return of such sums without interest, Seller shall be released from all liability and this Agreement shall be void and of no further force or effect.
- Real estate tax apportionment is waived by Seller up to the date of occupancy. Buyer shall be responsible to pay all real estate taxes on the property from the date of occupancy onward.
- 10. Sewer and water rent and other utility charges, if any, shall be apportioned as of the date of occupancy on the basis of the current terms. Buyer shall notify the appropriate utility companies of the date of occupancy and transfer all utilities accordingly. Buyer assumes all responsibility for payment of utility charges as of the date of occupancy as well as assumes the payment of all homeowners and condominium association fees assessed on the property.
- 11. Seiler agrees to pay for the preparation and acknowledgement of the deed. State and local transfer tax, if any, shall be divided equally between Buyer and Seiler. All other expenses of conveyance shall be paid by the Buyer.



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TYCHESINDA

PAGE 3 of 9



- The risk of loss or damage to said premises by fire and lightning or penls covered by extended coverage insurance, until the delivery of the deed, shall be at the risk of the 12. Buyer. Seller and first mortgagee should be named on such insurance policy.
- WARRANTIES as provided herein as Addendum "A"
- (A) Assignment of Manufacturer's Warranties: Seller hereby assigns to Buyer the 13. manufacturer's warranties on all appliances, equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to Buyer. Seller makes no warranties, representations, or guarantees, with respect to the appliances, equipment and consumer products and all such warranties, representations, and guarantees are hereby disclaimed. The sole remedy of Buyer as to any such items will be to make such claims as are appropriate under the manufacturer's warranties.
- (B) Limited Warranty: Except as set forth in any limited warranty that may be provided herewith, SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have by virtue of such representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of any and all damage from the date of settlement, occurring in or appearing on the Property regardless of the cause thereof. Buyer's assumption of this risk is partially in consideration of the amount of the purchase price of the Property which is lower than it would be if Seller was to be held responsible for any such risks by virtue of said expressed or implied representations or warranties.
  - The Seller shall deliver the deed of the property on the date of settlement. Formal tender of deed is hereby waived. Final settlement shall be made by the Buyer within eighteen 14. (18) months of occupancy but no later than August 10, 2009.
  - It is agreed by the parties that time shall be of the essence of this Agreement, unless 15. extended by mutual consent in writing.
  - The listing Realtor, if any, shall hold the down payment in escrow for disbursament at occupancy or at the termination of this Agreement or upon default hereunder, as provided 16. by the Act of Assembly, July 9, 1957, P. L. 608, Section 4, as amended.
  - GOVERNING LAW, VENUE & PERSONAL JURISDICTION 17.
    - (A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of
    - (B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party shall be decided exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

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AO REEMENT

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- REAL ESTATE RECOVERY FUND. A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania 18. real estate liceusee owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
- This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, representations or warranties, oral or written, relating to the subject 19. matter hereof. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.
- Wherever used in this Agreement the singular shall include the plural, the plural the 20. singular, and the use of any gender shall be applicable to all genders.
- Buyer hereby covenants not to assign nor record this Agreement except after first obtaining the prior written consent of Seller endorsed hereon. Any attempted assignment 21. or recordation of this Agreement by Buyer without such consent may, at the option of the Seller, be deemed a default hereunder.
- Seller and Buyer agree upon extending the dates in this agreement if the Buyer's 22. residence in Florida does not sell.
- Upon receiving an executed agreement of sale on the Buyer's Florida residence, the 23. Buyer will seek financing for the property at 206 Silk Drive, West Reading, PA
- SPECIAL CLAUSES. 24. The following is part of this agreement: EXHIBIT A

### NOTICES

# INFORMATION REGARDING REAL ESTATE TAXES

Real Estate Tax Proration: For purposes of prorating real estate taxes, the "periods covered" by the tax bills are as follows:

Municipal Taxes: For all counties and municipalities in Pennsylvania, tax bills are for the period

January 1 to December 31. School Taxes: For all school districts, other than the Philadelphia, Pittsburgh and Scranton school districts, the period covered by the tax bill is July 1 to June 30. For the Philadelphia, Pritisburgh and Scranton school districts, tax bills are for the period January 1 to December 31.



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ACREEMENT

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Real Estate Assessment Notice: In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

INFORMATION REGARDING THE REAL ESTATE SELLER DISCLOSURE LAW

The Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS are involved.

The Law defines a number of exceptions where the disclosures do not have to be made:

- 1. Transfers that are the result of a court order.
- 2 Transfers to a mortgage lender that result from a buyer's default and subsequent foreclosure sales that result from default.
- 3. Transfers from a co-owner to one or more other co-owners.
- 4. Transfers made to a spouse or direct descendant.
- 5. Transfers between spouses that result from divorce, legal separation or property settlement.
- 6. Transfers by a corporation, parmership or other association to its shareholders, parmers or other equity owners as part of a plan of liquidation.
- 7. Transfer of a property to be demolished or converted to non-residential use.
- 8. Transfer of unimproved real property.
- 9. Transfers by a fiduciary during the administration of a decedent estate, guardianship, conservatorship or trust.
- 10. Transfers of new construction that has never been occupied when:
  - a. The buyer has received a one-year warranty covering the construction;
- b The building has been inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; and
- c. A certificate of occupancy or a certificate of code compliance has been issued for the dwelling.

In addition to these exceptions, disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests



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REC BK05287-PG2248 2008002275 01/14/2008 10 27 46 AM 1 BERKS COUNTY ROD

AGREEMENT

PAGE 8 of 9



Subject to the foregoing, this Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be duly executed the day and year first above written

WITNESSES	SELLER
	A Com
	The Belovich Group, Inc. and its assigned
	By Shawn Belovich, President
	BUYER CAMPOULS  Kathryn Regopoulos
	the Box
	Peter Regoperatios
COMMONWEALTH OF PENNSYLVA	
COLDITY OF DEDICA	: SS
COUNTY OF BERKS	*President of The Belovich Group, Inc. a corporation, and that he as such
On this 10th day of JANUAR	a corporation, and that he as such President, being authorized to do so, 2007, before me, the undersigned officer,
	wn to me or satisfactorily proven to be the person
	istrument, and acknowledged that he executed the same
	gning the name of the corporation by himself as
IT WITNESS WHEREOF, I have hereun	to set my hand and notarial seal.
	Kaw M. Sadlusko

REC BK06287-PG2247 2008002275 01/14/2008 10 27 48 AM 1 BERKS COUNTY ROD

ACHETHORY

COMMONWEALTH OF PENNEYLVANIA

NOTARIAL SEAL
KAREN M SADLOWSKI, Notary Public
Wyornesing Bore, Berks County
My Commission Express April 10, 2008

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COMMONWEALTH OF PENNSYLVANIA	: : \$\$
COUNTY OF BERKS	
On this Oth day of January personally appeared Kathryn Regopoulos, known whose name is subscribed to the within instrumen same for the purposes therein contained.	to me or satisfactorily proven to be the person at, and acknowledged that she executed the
IT WITNESS WHEREOF, I have hereunto set my	y hand and notarial scal.
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  KAREN M SADLOWSKI, Notary Public  Wyomiesing Boro., Berks County  My Commission Expense April 10, 2008	Kaun M. Jadlonsku
COMMONWEALTH OF PENNSYLVANIA	: : \$\$
COUNTY OF BERKS	:
On this day of Olympian day of Personally appeared Peter Regopoulos, known to whose name is subscribed to the within instrument same for the purposes therein contained.	2007, before me, the undersigned officer, me or satisfactorily proven to be the person at, and acknowledged that she executed the
II WITNESS WHEREOF, I have hereunto set m	y hand and notatial scal.
	Karen Dadlouski
COMMONWEALTH OF PENNEYLVANIA	
NOTARIAL SEAL KAREN M. SADLOWSKI, Notary Public Wyomiasing Boro , Berks County My Commission Expires April 10, 2008	

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REC BK06287-PG2248 2008002275 01/14/2008 10 27 46 AM 1 BERKS COUNTY ROD ACHEDIENT

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(P)

# 2008002275

Frederick C Sheeler Recorder of Deeds

County of Berks County Service Center Reading, PA 19601 610-478-3380 Customer Receipt

Receipt Number: 233771 Operator ID: CJABLONSKI Station ID: CASHIER3

Submitter Name:

FIRST AMERICAN TITLE INSURANCE COMPANY

#### AGREEMENT

2008002275 RECORD BK05287-PG2241

Pages: 9

Recorded: 01/14/2008 10:27:46 AM:1

Recording Fee Recording Page Fee No of Pages 9 No of Names 3 ROD Improvement Fund Writ Tax		\$13.00 \$1.00 \$8.00 \$0.00 \$5.00 \$0.50
	Total:	\$27.50

Total:

Check #31962

RECORDED IN BERKS CO. PA

RECORDER OF DEEDS

Traduck C Shelon

REC BK06287-PG2249 2008002275 01/14/2008 10 27 46 AM 1 BERKS COUNTY ROD

AGREEMENT

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Page 2 of 6

Prepared By: Eric J. Weaknecht

Sheriff of Berks Co.. PA.

633 Court St.

Reading, Pa. 19601

Return To: Charles N. Shurr Jr., Esquire

1100 Berkshire Blvd., Suite 301

PO Box 5828

Wyomissing, Pa 19610

Premises: 203 Silk Drive a/k/a

Unit 30

West Reading Borough

#### Know all men by these presents

That I, ERIC J. WEAKNECHT, SHERIFF of the County of Berks, in the State of Pennsylvania, for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED DOLLARS (1400.00) to me in hand paid. do hereby grant and convey to...

SUSQUEHANNA BANK

of

LANCASTER, PA 17604

THEIR SUCCESSORS OR ASSIGNS.
THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:-

ALL THAT CERTAIN lot or piece of ground in the Borough of West Reading, County of Berks, and Commonwealth of Pennsylvania, as shown on the plan of "Narrow Fabrics," recorded in Plan Book 320, page 291, Berks County records, and being more fully bounded and described as follows, to wit:

BEGINNING at a point on the Western side of Cashmere Way, said point being a corner in common with Lot #31 as shown on said plan; THENCE along the Western side of Cashmere Way S 29 degree 02 minutes 54 seconds E 24.00 feet to a point a corner in common with Lot #29 as shown on said plan; THENCE along the same S 60 degree 57 minutes 06 seconds W 99.00 feet to a point on the Eastern side of Silk Drive; THENCE along the same N 29 degree 02 minutes 54 seconds W 24.00 feet to a point a corner in common with Lot #31, aforesaid; THENCE along the same N 60 degree 57 minutes 06 seconds E 99.00 feet to the point and place of Beginning.

BEING Lot #30 as shown on said plan.

PARCEL NUMBER: 5307-17-11-8117

The same having been sold by me to the said grantee on the 8th day of May, 2009, after due advertisement according to law under and by virtue of a writ of execution Mortgage Foreclosure issued on the 21st day of February, 2009 out of the Court of Common Pleas of the County of Berks, State of Pennsylvania, as of No. 08-16200 at the suit of

COMMUNITYBANKS SUSQUEHANNA BANK

#### Against

BELOVICH GROUP INC (THE)

IN WITNESS WHEREOF I have hereunto affixed my signature this 28th day of May, 2009.

ERIC J. WEAKNECHT Sheriff of Berks County, PA

Commonwealth of Pennsylvania, Berks County

On this 28th day of May, 2009, before me, officer, personally appeared ERIC J. WEAKNECHT, SHERIFF OF BERKS COUNTY, PENNSYLVANIA, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

# In witness whereof I hereunto set my hand and official seal.

T hereby certify that the precise residence of the grantee herein named is

1570 MANHEIM PIKE. P.O. BOX 3300 LANCASTER, PA 17604

ERIC J. WEAKNECHT For Grantee

Marianna N Sutton Prothonotary

Deputy Prothonotary

#### 08-16200

# **DEED POLL**

# ERIC J. WEAKNECHT Sheriff of Berks County

TO:

SUSQUEHANNA BANK

#### PREMISES:

203 Silk Drive a/k/a Unit 30 West Reading Borough

## Sold as property of:

BELOVICH GROUP INC (THE)

Recorder of Deeds-----\$45.00

HEV-183 EX (7-08) (1)



Bureau of Individual Taxes PO BOX 260603 Harristury PA 17528-0603

## 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) 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 family relationship or public utility easement. If more space is needed, attach additional sheets.

& CORRESPONDENT AUG-	4							
A. CORRESPONDENT - All Inquir	105 MI	by be directe	ed to the following					
			Telsphone Number: ( 610 ) 779-0772					
Charles N. Shurr, Jr., Esquire			CITY	( <b>0</b> 10 )		1		
1100 Berkshire Blvd., Suite 301,	P.O. 1	Box 5828	Wyomissing		State PA	21P Code 19610		
B. TRANSFER DATA	-,,	<u> </u>	Date of Acceptance of Document			17010		
Grantor(s)/Lessor(s)			Grantze(s)/Lessee(s)					
Sheriff of Berks County			Susquehanna Bank					
Street Address Berks County Courthouse			Street Address					
6th & Court Streets			1570 Manheim Pike, P.O. Box 3300					
City	State PA	ZIP Code	aty		State	ZIP Code		
Reading	FA	19601	Lancaster		PA	17604		
C. REAL ESTATE LOCATION Streat Address 203 Silk Drive a/k/a			Ta. 2					
Unit 30 in the Plan of	RY	- E-L-1	City, Township, Borough	West Readi	ng			
County County	School District		Tax Percel Nur					
Berks	Readin		ng	5307-17-11-8117				
D. VALUATION DATA								
Actual Cash Consideration	2. Othe	r Consideration		3. Total Considerat	lon			
\$1,400.00	+ 0.	00		= \$1,400.00				
4. County Assessed Value	5. Com	mon Level Ratio F	actor	5. Fair Market Value				
\$119,200.00	× 1.52			= \$181,184.00				
E. EXEMPTION DATA	~~~·······							
1a. Amount of Exemption Claimed	1b. Perc	entage of Grantor	's Interest in Real Estate	1c. Percentage of Grantor's Interest Conve		rest Conveyed		
100%	·	100%		100%				
2. Check Appropriate Box Below	for E	exemption (	Claimed					
Will or Intestate succession.								
☐ Transfer to Industrial Developme	nt Acer	sk)	me of Decedent)		(Estata File	Number)		
☐ Transfer to a trust. (Attach comp		•	roomant idantifiimm .	eli banallala de e				
Transfer between principal and a	rase w	py ur u ust agi	benient identifying a	in denencianes,	)			
The second and second bittimbot also a	enyst	raw party. (At	tach complete copy	of agency/straw	party agre	ement.)		
Transfers to the Commonwealth, lieu of condemnation. (If condem	ne Ur netion	lited States ar or in lieu of c	nd Instrumentalities ondemnation, attach	by gift, dedication copy of resolution	ion, condei ion.)	mnation or in		
Da Transfer from mortgagor to a hol	der of	a mortgage in	default. (Attach cop	y of Mortgage a	nd note/As	ssignment.)		
Corrective or confirmatory deed,	(Attacl	complete cop	y of the deed to be	corrected or cor	ofirmed.)	,		
☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)								
Other (Please explain exemption claimed, if other than listed above.)								
		•						
Under panelties of law, I declare that I the best of my knowledge and belief, I	have	examined this	statement, includir	g accompanyin	g informat	ion, and to		
Signature of Correspondent or Responsible Party	. IR Crui	e, correct and	complete.					
Clark MDW				1	Date			
שערווי ווישיי	AT	torney for 5	usquebanna Ban	k	5/	14/09		

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.