



**First American Title™**

# ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Hollister Land Services, LLC  
ALTA® Universal ID:  
Commitment No.: 2437416  
Property Address: 208-210 N. Aberdeen Avenue, Wayne, PA 19087  
Revision No.:

Issuing Office: Hollister Land Services, LLC  
Loan ID No.:  
Issuing Office File No.: 2437416

*2/6/2018*

### SCHEDULE A

1. Commitment Date: May 26, 2017 @ 8:00 am
2. Policy to be issued:
  - (a) ALTA Owner Policy (6-17-06)  
Proposed Insured: 210 N. Aberdeen Avenue Associates, LLC  
  
Proposed Policy Amount: [REDACTED]
  - (b) Proposed Insured: TBD, its successors and/or assigns, as their interests may appear  
  
Proposed Policy Amount: \$ 0.00
  - (c) Proposed Insured:  
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:  
American Pool Service Corporation (as to Premises A) and Mark Sergeant Miller (as to Premises B)

And was acquired by:

Premises A - By virtue of Deed, from Frederick Weinert and Doris H. Weinert, his wife, dated 07/15/1966, recorded 07/26/1966, at Deed Book 2247, Page 261, to American Pool Service Corporation

Premises B - By virtue of Deed, from Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015, and recorded 07/29/2015, in the Office of the

5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof

### FIRST AMERICAN TITLE INSURANCE COMPANY


By: *Meghan Peterson*  
Meghan Peterson  
**Authorized Signatory**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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 <b>First American Title™</b>	ALTA Commitment for Title Insurance
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<b>Schedule BI</b>	

Commitment No.: 2437416

**SCHEDULE B, PART I  
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
  2. Pay the agreed amount for the estate or interest to be insured.
  3. Pay the premiums, fees, and charges for the Policy to the Company.
  4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
  5. Original photo identification for all parties to the transaction must be provided.
  6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage contemplated hereunder.
  7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
  8. Town, County and School Taxes and Water and Sewer Rents for the prior three years. (Receipts to be produced and filed with the Company.) If certification of payment or amount due is obtained from the taxing and municipal authorities in lieu of such receipts, proof must be provided that the taxing and municipal authorities have not turned collection of any unpaid amounts over to a collection agency or law firm. Absent such proof, or if the taxing or municipal authorities have turned collection over to a collection agency or law firm, then additional certification of payment or amount due to be obtained from such collection agency or law firm.
  9. Real Estate Taxes and Municipal Claims *for current year not yet due & payable.* (If paid, receipts are to be produced and filed with the Company).
- Remove* **Except** PARCEL IDENTIFICATION NUMBER:  
ASSESSMENT: \$

10. The Company may make other requirements or exceptions upon its review of the documents creating the estate or interest to be insured or otherwise ascertaining details of the transaction.

*Remove* Mortgages: NONE

12. Judgments: NONE

13. Financing Statements: None

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# ALTA Commitment for Title Insurance

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## Schedule BI (Cont.)

Commitment No.: 2437416

### SCHEDULE B, PART I

#### Requirements

- 14. SUPPORT ARREARAGE SEARCH RESULTS: SEE ATTACHED
- 15. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company). Tax Account Number: 36-01-00009-00 (Premises A) Assessment: [REDACTED]
- 16. Real Estate Taxes and Municipal Claims (If paid, receipts are to be produced and filed with the Company). Tax Account Number: 36-01-00010-00 (Premises B) Assessment: [REDACTED]
- 17. Taxes for the year(s) 2015, 2016 (Premises A and B) have been returned to the Tax Claim Bureau of the County of Delaware as unpaid and liened and are payable at that office only.
- 18. As to American Pool Service Corporation the following must be furnished:
  - a. Proper Resolution by its Board of Directors authorizing the proposed conveyance.
  - b. Proof all corporate taxes owed the Commonwealth of Pennsylvania have been paid to date.
  - c. Certificate of Good Standing must be furnished (only if the corporation is a foreign corporation, i.e. incorporated in a state other than Pennsylvania).
- 19. For Information Only - chain of title:  
Being the same premises which Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015 and recorded 07/29/2015 in the Office of the Recorder of Deeds in and for the County of DELAWARE in Record Book 5679 page 731 (Premises B), granted and conveyed unto Mark Sergeant Miller.
- 20. Notice of settlement to this Company must be given at least 48 hours prior to settlement.

*Remainder*

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*First American Title*™

# ALTA Commitment for Title Insurance

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## Schedule BII

Commitment No.: 2437416

### SCHEDULE B, PART II

#### Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
- 2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
- 3. Any variation in location of lines or dimensions or other matters which an accurate survey would disclose.
- 4. Easements, or claims of easements, not shown by the Public Records.
- 5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- 6. Possible tax increase based on additional assessments.
- 7. Accuracy of area content not insured.
- 8. Title to that part of the premises lying in the bed and right of way of all roads, driveways and alleyways is subject to public and private rights therein.
- 9. Restrictions and other matters, if any, appearing of record in Deed Book W-7 page 212 (Premises A) and Deed Book H-8 page 148 (as to Premises B), but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
- 10. Court Ordered Easement as set forth in Record Book 5401 page 882 (as to Premises A).
- 11. Supplemental Final Order and Judgment as set forth in Volume 4899 page 1049 (as to Premises A)
- 12. Rights granted to Bell Telephone Company as set forth in Deed Book 2255 page 1006 (as to Premises B).

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**Schedule BII (Cont.)**

Commitment No.: 2437416

**SCHEDULE B, PART II**

**Exceptions**

*Except*

<sup>13</sup> Under and Subject to the terms and provisions as set forth in the Rails to Trails Conservancy Act.

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<b>Exhibit A</b>	

Commitment No.: 2437416

**LEGAL DESCRIPTION**

**PREMISES A**

ALL THAT CERTAIN piece or parcel of land with the buildings and improvements thereon erected, SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described according to a Map of Property of Delia Cowen, made by M.R. and J. B. Yerkes, Civil Engineers, Bryn Mawr, Pennsylvania, June 18, 1947, as follows, to wit:

BEGINNING at a tack set in the middle line of Aberdeen Avenue (Sixty feet wide) which tack is at the distance of one hundred three feet and eighty-one one-hundredths feet measured Northwestwardly along the middle line of said Aberdeen Avenue from its intersection with the center line of Pennsylvania Avenue, which last mentioned point is at the distance of seventeen feet and ninety seven one-hundredths feet measured Northwestwardly from a stone in the Northern boundary of the Pennsylvania Railroad; thence from the beginning point and extending South seventy-five degrees, fifty-three minutes West two hundred fifty feet and fourteen one-hundredths feet to a spike set in the bed of said Pennsylvania Avenue; thence extending North sixteen degrees, zero minutes West, along the Northeasterly side of a proposed twenty-five feet wide public road one hundred forty-three feet and twenty-two one-hundredths feet to a spike; thence extending North seventy-four degrees, zero minutes East, two hundred fifty feet to a tack set in the middle line of Aberdeen Avenue; thence extending along same, South sixteen degrees, zero minutes East, one hundred fifty-one feet and forty-four one-hundredths feet to a tack, being the first mentioned point and place of beginning.

EXCEPTING THEREOUT AND THEREFROM ALL THAT CERTAIN lot or piece of ground, being the Westerly portion of the lot of land of Delia Cowan, Widow, Situate in the Township of Radnor County of Delaware and State of Pennsylvania, as shown on a survey made by M.R. and J. B. Yerkes, Civil Engineers, June 18, 1947 being bounded and described, to wit;


BEGINNING at a point in the Northerly line of said tract of land which said point is 135 feet from the centerline of Aberdeen Avenue measured along a line whose course North 74 degrees East which said point in the centerline of Aberdeen Avenue is at the distance of 255.25 feet from the intersection of the centerline of Pennsylvania Avenue with the centerline of Aberdeen Avenue measured along a line whose course bears South 16 degrees 00 minutes East, from said point of beginning, running South 74 degrees, 00 minutes West, 115 feet; thence South 16 degrees East 143.22 feet to a point near the centerline of the said Pennsylvania Avenue; thence North 75 degrees 53 minutes East 115.06 feet more or less to a point; thence North 16 degrees West, 147 feet more or less to the point and place of BEGINNING.

FOLIO NO 36-01-00009-00

BEING the same premises which Frederick Weinert and Doris H. Weinert, his wife, by Deed dated 07/15/1966, and recorded 07/26/1966, in the Office of the Recorder of Deeds in and for Delaware County in Deed Book 2247, page 261, granted and conveyed unto American Pool Service Corporation.

**PREMISES B**

ALL THAT CERTAIN lot or place of ground, Situate in Wayne, in the Township of Radnor, County of Delaware and State of Pennsylvania, bounded and described as follows, to wit;

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<b>Exhibit A - cont.</b>	

Commitment No.: 2437416

**LEGAL DESCRIPTION**

BEGINNING in the middle line of Aberdeen Avenue at the distance of two hundred seventy-three feet and twenty-two one-hundredths of a foot Northwardly from the intersection of the Northerly line of the Pennsylvania Railroad Company's land, a corner of ground late of Arthur H. Lanser, now of H. A. Poth; Thence along the middle line of Aberdeen Avenue North sixteen degrees West fifty feet to a corner of ground late of Harry McClintock, now of Susanna F. Leach; Thence by said Leach's ground South seventy-four degrees West two hundred fifty feet to the Easterly line of a twenty-five foot wide avenue or road; Thence along the Easterly side of said road and by land now or late of Drexel and Child, South sixteen degrees East fifty feet to the Northwesterly corner of ground of the said H. A. Poth; Thence by said Poth's ground North seventy-four degrees East two hundred fifty feet to the place of BEGINNING.

FOLIO NO. 36-01-00010-00

BEING the same premises which Mark Sergeant Miller and Christine S. Miller, his wife, Joseph Curtin and Susan Curtin his wife and Robert Harper and Wendy Miller, his wife, by Deed dated 07/02/2015, and recorded 07/29/2015, in the Office of the Recorder of Deeds in and for Delaware County in Record Book 5679, page 731, granted and conveyed unto Mark Sergeant Miller.