

Bucks County Government



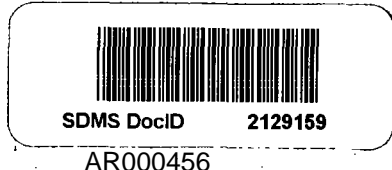
* CMD --> » FR « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARI 1260
 BOARD OF ASSESSMENT DATE: 05/31/11
 REAL ESTATE INDEX TIME: 17:59

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* PARCEL ID » « » « » « » « » « » « » « »
 * OWNERS LAST NAME » TUROG « *BOOK » « PAGE » «

MOV	PARCEL ID / PROPERTY SITE	OWNER NAME	BOOK	PAGE
»	« .08005001-001 000320 BROAD ST	TUROG PROP	4827	0268
»	« .31036278 000027 PLUMLY WAY	TUROWSKI RAYMOND L & LISA M	0475	0062
»	« .22062013 000034 CURRY HILL RD	TURPYN JOYCE A	6126	1557
»	« .05043195 000046 ORCHID LA	TURPYN MARK L	5982	2337
»	« .22013170 000131 S HAWTHORNE AVE	TURRELL ERIC	0408	2323
»	« .15052012 000850 WYNNEFIELD DR	TURRISI MICHAEL L & LAUDONIA	5098	2148
»	« .09020140 003004 BIRDIE LA	TURRIZIANI DIANE	5301	0749
»	« .06063069 004219 MILADIES LA	TURRO STEPHEN A	1132	2186

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Title Search Report

Chem-Fab, Inc.

Doylestown, PA

Prepared for:

U.S. Environmental Protection Agency
Region 3
Enforcement Support Services
Hazardous Site Cleanup Division
1650 Arch Street
Philadelphia, PA 19103

Prepared by:

Chenega Integrated Systems, LLC
4651 Salisbury Road
Quadrant 1, Suite 251
Jacksonville, FL 32256

Task Order Number:	T.O. 0001, Site 20
Date Submitted:	October 2, 2007
Contract Number:	EP-S3-04-01
EPA Work Assignment Manager:	Joan Martin Banks
Telephone Number:	(215) 814-3156
Document Review Specialist:	Elaine Marie Jones
Telephone Number:	(215) 441-8441
Project Manager:	Ilona Poppke
Telephone Number:	(215) 491-7286

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- I Site Deeds and Assessment Data
- II Adjacent Property Deeds and Assessment Data
- III Mortgages and Assignments
- IV Rights-of Way and Easements
- V Tax Parcel Maps

1.0 PROJECT BACKGROUND

Chenega Integrated Systems, LLC (CIS) received Task Order 0001, Site Number 20, from the U.S. Environmental Protection Agency (EPA) Region 3 office, under the Enforcement Support Services/Community Involvement Contract Number EP-S3-04-01. The purpose of this Technical Direction Document (TDD), Amendment Number 2, for the Chem-Fab Site (the "Site") is to update a prior deed and title search that was performed under a previous contract. This Title Search Report summarizes Site ownership for the past 40 years. The EPA Work Assignment Manager (WAM) also tasked the Document Review Specialist (DRS) to conduct research on the Doylestown Rivet and Machine Company, Doylestown Store and Lock, and El Paso Incorporated, to determine if they ever owned property adjacent to, or in close proximity of the Site.

1.1 Site Location

The Site is located in the Borough of Doylestown, Bucks County, Pennsylvania. The address of the Site is 300-360 North Broad Street, Doylestown, Pennsylvania. The size of the parcel (lot) is 222 feet by 214 feet. The property is identified as Tax Parcel Number 8-5-1-1.

The Site is bound by Broad Street to the east, Parcel Number 8-5-1 to the south, Parcel Number 9-9-46 to the north and Parcel Numbers 8-4-282-1, 8-4-282-2, and 8-4-282-3 to the west.

1.2 Scope of Work for Title Research

In accordance with the Scope of Work for this TDD, and through deliberations with the EPA WAM, the DRS conducted research for the following information:

- Deeds/title instruments confirming present ownership of the Site property and ownership of the property for the past 40 years;
- Deeds identifying the current owners of properties adjacent to the Site;
- Ownership of property by the Doylestown Rivet and Machine Company, Doylestown Store and Lock, and El Paso Incorporated that is in the vicinity of the Site;
- Mortgages/Assignments (Current);
- Rights-of-Way and Easements;
- Lease Agreements;
- Liens/Judgments;
- Tax Records/Tax Liens;
- Tax/Parcel Maps.

The DRS conducted the title research at the Bucks County Office of the Assessor, the Bucks County Recorder of Deeds Office, the Bucks County Tax Office, and the Bucks County

Planning Office. All offices are located in the Bucks County Courthouse located on 55 East Court Street, Doylestown, Pennsylvania 18901.

2.0 SUMMARY OF DEED/TITLE RESEARCH

The DRS obtained all title documents filed in the past 40 years for the Site property. The research determined that the current owner of the Site is Turog Properties Limited. The Site is comprised of a lot that is 222 feet by 214 feet (47,508 square feet). The current deed for the Site property is dated October 21, 2005. The deed was recorded on February 2, 2006. When recorded, the deed assigned Instrument Number 2006016843 and is also recorded in Deed Book 4827 at page 268. The Site address is 300-360 North Broad Street, Doylestown, Pennsylvania. The Site is known as Tax Parcel Number 8-5-1-1.

2.1 Current and Past Ownership History

Current and past ownership history for the Site for the previous 40 years is summarized in reverse chronological order in the chart below.

Parcel Number 8-5-1-1

Grantor	Grantee	Deed Date	Record Date	Book/ Page	Notes
300 North Broad Street, Ltd., Grantor, Owner and Mortgagor	Turog Properties Limited, Grantee and Assignee of Mortgage in Default	October 21, 2005	February 2, 2006	4827/ 268	Document is a Deed in Lieu of Execution. Also recorded as Instrument Number 2006016843.
Tax Claim Bureau, of the County of Bucks, Pennsylvania, as trustee	300 North Broad Street, LTD., Box 171 Carversville, PA 18913	May 27, 1999	June 3, 1999	1849/ 123	Tax Claim Bureau Deed. Property was acquired by the Grantee at an Upset Sale held November 10, 1998.
Chem-Fab Corp., a Pennsylvania corporation	Chem-Fab, Corp., a Delaware corporation	September 6, 1967	October 18, 1967	1879/ 190	Parcel contains 1 and 79/100 acres of land.
Doylestown Rivet and Machine Co., Inc. a Pennsylvania corporation having its principal place of business at 266 North Broad Street, Doylestown, Bucks County, Pennsylvania	Chem-Fab Corp., a Pennsylvania corporation having its principal place of business at 300 North Broad Street, Doylestown, Bucks County, Pennsylvania	June 2, 1967	June 22, 1967	1866/ 930	Parcel contains 1 and 79/100 acres of land.

2.2 Adjacent Properties

The DRS' research revealed the following adjacent property information, which includes past ownership details for the Doylestown Rivet and Machine Company, Doylestown Store and Lock, and El Paso Incorporated.

Parcel Number 8-5-1

Grantor	Grantee	Deed Date	Record Date	Book/ Page	Notes
Inertial Motors Corporation, Inc.	Tilley Family Limited Partnership, L.P.	May 23, 1995	August 23, 1995	1108/ 140	Parcel that borders the Site on the south. Parcel Number 8-5-1 (part) Premises A Lot 3 contains .7986 acres of land and Parcel Number 9-9-46 (part) Premises B Lot 2 contains 3 acres of land.
Bucks County Industrial Development Authority	Inertial Motors Corporation, Inc.	March 1, 1990	November 12, 1992	563/ 2288	Parcel Number 8-5-1 (part) Premises A contains .7876 acres and Parcel Number 9-9-46 (part) contains 3 acres.
Doylestown Rivet & Machine Co., Inc.	Bucks County Industrial Development Authority	August 29, 1974	September 4, 1974	2139/ 780	Parcel Number 8-5-1 (Part) Premises A contains .7986 acres and Parcel Number 9-9-46 (part) Premises B contains 3 acres.
Mae C. Dearing, widow	Doylestown Rivet & Machine Co., Inc.	March 13, 1970	Unknown	1961/ 666	Premises B No deed copy (mentioned in prior Deed 2139/780).
Marion A. Gelsebach, widow	Doylestown Rivet & Machine Co., Inc.	April 23, 1963	Unknown	1707/ 307	Premises A No deed copy (mentioned in prior Deed 2139/780).

Parcel Number 9-9-46

Grantor	Grantee (Current Owner)	Deed Date	Record Date	Book/ Page	Notes
Doylestown Store & Lock, a Pennsylvania General Partnership	Extra Space of Doylestown, LLC (a Delaware Limited Liability Company)	October 29, 1999	October 29, 1999	952/2096	Parcel that borders the Site on the north.
Jeffrey Shaak	Doylestown Store & Lock	February 19, 1985	February 20, 1985	2599/225	None
El Paso Incorporated	Jeffrey Shaak	September 28, 1982	October 12, 1982	2478/647	None
Doylestown Rivet and Machine Company, Inc.	El Paso Incorporated	February 8, 1979	Unknown	2324/818	No deed copy (Mentioned in prior Deed 2478/647).

Parcel Number 8-5-2

Grantor	Grantee (Current Owner)	Deed Date	Record Date	Book/ Page	Notes
Doylestown Rivet & Machine Co., Inc.	Joseph Braman and Bernadette Braman	November 15, 2004	December 6, 2004	4238/2017	Parcel is situated south of the Site, and borders Parcel Number 8-5-1. Deed contains .958 acres.
Peter Ference and Josephine Ference, his wife	Doylestown Rivet & Machine Co., Inc.	February 1, 1961	February 2, 1961	1584/65	No deed copy (Mentioned in prior Deed 4238/2017).

Parcel Number 8-5-3

Grantor	Grantee (Current Owner)	Deed Date	Record Date	Book/ Page	Notes
Doylestown Store & Lock	Tri Partners, L. P.	July 11, 2000	July 21, 2000	2095/1625	Parcel is situated south of the Site, and borders Parcel Numbers 8-5-1 and 8-5-2. Contains 8.955 acres.
Bernard M. Eiber, Executor of the Estate of Anna Yarmark, deceased	Doylestown Store & Lock	April 12, 2000	April 18, 2000	2041/1992	Contain 8.955 acres Deed contains Hazardous Substance and Hazardous Waste Disclosure and site figure layout.

2.3 Mortgages and Assignments

The following is a list of those mortgages and assignments that were found for Parcel Number 8-5-1-1 in date order of newest to oldest. Copies of instruments listed are found in Attachment III. For Parcel Numbers 8-5-1 and 9-9-46, all mortgages have been satisfied in 2004. Satisfied mortgages are not listed in this chart. Due to the recent time frame for those mortgages, copies of the Assignments of Mortgages and Mortgages as well as the Satisfaction Instruments are found in Attachment III.

Assignor/ Mortgagee	Assignee/ Mortgagee	Deed Date	Record Date	Book/ Page	Notes
Heywood Becker and Karin Becker, the Assigning Mortgagee and Assignor	Turog Properties Limited, the Assignee	October 4, 2005	February 1, 2006	4825/2101	Parcel Number 8-5-1-1 Assignment of Mortgage \$679,638.00 for 300-360 N. Broad Street as per Deed 4609/1401 of September 2, 2005 Term: Sell for \$1.00
The Broad Street Trust, the Assigning Mortgagee and Assignor	Heywood Becker and Karin Becker, his wife, the Assignee	October 4, 2005	February 2, 2006	4826/8887	Parcel Number 8-5-1-1 Assignment of Mortgage \$200,000.00 for 300 N. Broad Street aka #300-360 N. Broad Street as per Deed 1640/717 of July 31, 1998 Term: Consideration sum of \$1.00.

Mortgagor, 300 N. Broad Street, Ltd. Heywood Becker and Karin Becker	Mortgagee, Heywood Becker and Karin Becker	January 5, 2005	September 2, 2005	4609/1401	Parcel Number 8-5-1-1 Mortgage \$679,638.00 for 10 years and 10% as per Deeds 1879/190 of 10/18/67 and 1849/1123 of 5/27/99.
Chem Fab, Corp., the Mortgagor	The Broad Street Trust, the Mortgagee	July 31, 1998	July 31, 1998	1640/717	Parcel Number 8-5-1-1 First Mortgage Lien 300 N Broad Street for \$200,000.00 for 20 years at 8% interest.

2.4 Rights-of-Ways and Easements

The DRS' research revealed a "Right of Way Indenture" from Chem-Fab Corporation to the Bell Telephone Company of Pennsylvania that was associated with Parcel Number 08-005-001-001 for 300 North Broad Street. This document is attached to this report under Attachment IV.

2.5 Lease Agreements

The DRS' research did not reveal any leases associated with the Site property.

2.6 Liens/Judgments

The DRS' research did not find any liens/judgments associated with the Site property.

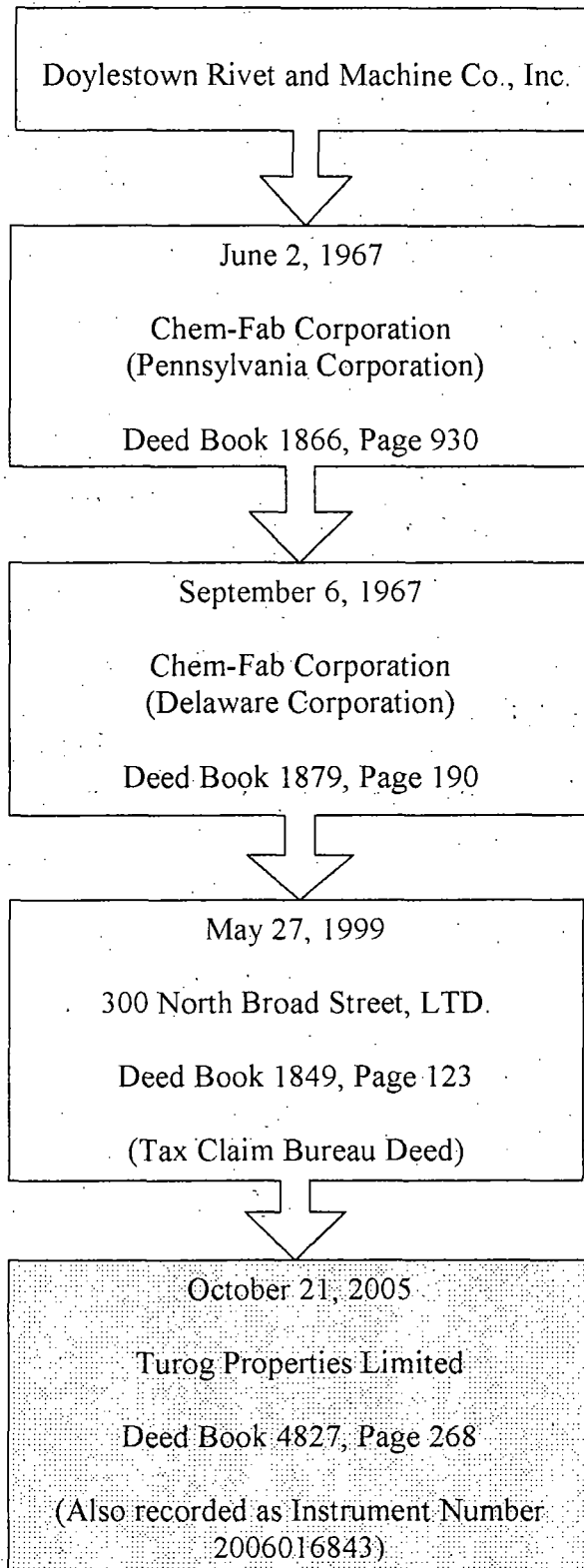
2.7 Tax Records/Tax Assessment Information

The assessment information for each parcel can be found on the assessment data sheets that appear before the current Site Deed in Attachment I.

2.8 Recommendations

The DRS makes no recommendations at this time.

3.0 TITLE TREE



Attachments

Site Deeds and Assessment Data

Parcel Number

8-5-1-1

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:24

Transmit
Quit
Exit

*PARCEL » 08 « » 005 « » 001 « » -001 « » « » « FL CRD » 01 « OF 03TAX ST: TAXABLE
PROP SITE : 000300 BROAD ST MUN: DOYLESTOWN BORO
OWNER : TUROG PROP,
P O BOX 78, QUAKERTOWN PA 18951

ATTENTION :
LAND USE : 3325 1-ST WHSE/MFG UP TO 25,000 SF - NOT IN PARK
LEGAL DESC : SS N BROAD ST 673' W OF DOYLE ST 222X214
DEED DATE : 10/21/2005 BOOK1: 4827 PAGE1: 0268 BOOK2: PAGE2:
SALE PRICE : 1 STAMP: SCH DIST: C.BUCKS
ASSESSMENT : TOTAL. 50,920 ACT:
EST. TAXES : COUNTY 1117.29 MUN 445.55 SCHOOL 5390.90 TOTAL 6953.74

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--

YEAR BUILT: 1972 OVERHEAD DOORS: 0 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT: 1 WALL CONSTRUCTION: CB
GROSS SQUARE FEET: 10896 HEATING: YES
WALL HEIGHT: 12 AIR CONDITIONING: YES
PCT INTERIOR FINISHED: 100 PLUMBING: YES
SPRINKLER: NO OTHER YARD/BLDGS: NO

TRANSMIT TO FORWARD « CMD= (SR, FR, RT, TR) XMIT-> » «

Deed Book

4827

Page

268

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2006016843

Recorded On 2/2/2006 At 2:10:47 PM

* Total Pages - 4

* Instrument Type - DEED

Invoice Number - 115864

User - KLJ

* Grantor - THREE (300) N BROAD STR L T D

* Grantee - TUROG PROP

* Customer - K BECKER

* FEEs

RECORDING FEES

\$46.50

TOTAL

\$46.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
K BECKER

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4827 Page: 268



AR000471

Prepared By: Michael Foster
Return To: Turog Properties c/o Michael Foster
PO Box 78
Quakertown, PA 18951
CPN# 8-5-1-1

DEED IN LIEU OF EXECUTION

KNOW ALL MEN BY THIS DEED IN LIEU OF EXECUTION dated October 21, 2005, given by the Grantor to the Grantee, as follows:

300 N. Broad Street, Ltd.,
the Grantor, Owner and Mortgagor, to

Turog Properties Limited,
the Grantee, and Assignee of the subject Mortgage In Default,

and their successors and assigns for \$1.00 and other good and valuable consideration whereby the said Grantor hereby conveys, grants, and sells the following described real property to the Grantee in lieu of execution of the subject mortgage in default, the said mortgage in default being dated January 5, 2005, and recorded on September 2, 2005, in Book 4609, page 1401 in the Office of the Recorder of Deeds for Bucks County, and assigned to the Grantee by Assignment of Mortgage dated October 4, 2005, and recorded on February 1, 2006, in Book 4825, page 2101 in the Office of the Recorder of Deeds for Bucks County, and the real property made subject to the mortgage in default is described as:

ALL THAT CERTAIN lot or piece of ground situate in Doylestown Borough, Ss N. Broad Street, 673' W. of Doyle street, having a lot size of 222 x 214, more particularly described in Deed to Chem Fab Corp., P.O. Box 123, Revere, PA 18953, dated 10/18/67 and recorded in the Office of the Recorder of Deeds in and for Bucks County, in Deed Book 1879, page 190;

AR000472

ALSO KNOWN AS Bucks County Uniform Parcel Identifier:

Tax Map Parcel 8-5-1-1;

BEING the same real property purchased by the Mortgagor, 300 N. Broad Street, Ltd. by deed dated May 27, 1999, and recorded in the Bucks County Recorder of Deeds Office at Book 1849, page 1123;

TO HAVE AND TO HOLD the said lot of land with the improvements thereon erected, and the appurtenances thereto, for the uses and purposes of the Grantee, their successors and assigns forever;

UNDER AND SUBJECT TO all mortgages and liens of record.

IN WITNESS WHEREOF, the Grantor, a Pennsylvania limited partnership, has caused this Deed In Lieu of Execution to be executed under seal by the trustee of their General Partner, a Pennsylvania trust as follows:

300 N. Broad Street, Ltd.

BY: Heywood Becker, Trustee

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS, SS:

On this, the 2nd day of February, 2006, before me appeared Heywood Becker, personally known to me or satisfactorily proven to be the person hereinabove named, who represented that he is the trustee of Broad Street Trust, the General Partner of 300 N. Broad Street, Ltd., a Pennsylvania limited partnership, and who represented that he has the power and authority to execute this deed on behalf of the Grantor, and who acknowledged that he voluntarily executed the foregoing instrument for the purposes herein contained.

Marjorie Mayer
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MARJORIE MAYER, Notary Public
Oxfordtown Boro., Bucks County
My Commission Expires December 20, 2008

I certify that the precise address of the within named Grantee is
Post Office Box 78, Quakertown, PA 18951

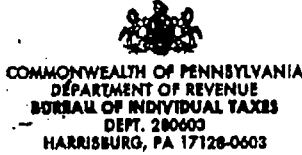
Signed: *Heywood Becker*

T.M.P. # 8-5-1-1 Page 1

Transferred 10-21-05 Date 2-2-06

John H. D'Amico
Secretary

AR000473



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed.

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

Name: Howard Becker
Telephone Number:
Area Code (25) 1297 0700
Street Address: P.O. Box 180 Carverville, PA 18913

B TRANSFER DATA

Grantor(s)/Lessor(s): 300 N. Broad Street, Limited
Grantee(s)/Lessee(s): Turog Properties Limited
Date of Acceptance of Document: October 21, 2005
City: Carverville, PA 18913; Quakertown, PA 18951

C PROPERTY LOCATION

Street Address: 300-360 N. Broad Street
City, Township, Borough: Doylestown Borough
County: Bucks
School District: Central Bucks
Tax Parcel Number: 85-1-1

D VALUATION DATA

1. Actual Cash Consideration: ZERO
2. Other Consideration: +
3. Total Consideration: = ZERO
4. County Assessed Value: 50920
5. Common Level Ratio Factor: x 9.97
6. Fair Market Value: = 496,792.40

E EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%
1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession
Transfer to Industrial Development Agency
Transfer to a trust
Transfer between principal and agent
Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation
Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number 4609, Page Number 1401

Mortgage assigned to Grantee on 2/1/06, Book 4925, pg 2401

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

Signature of Grantor(s) or Responsible Party
Date: 2/2/06

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

AR000474

Deed Book

1849

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TAX CLAIM BUREAU DEED

This Deed, made this 27th day of May, 1999
between the TAX CLAIM BUREAU, of the County of Bucks, Pennsylvania, as trustee,
GRANTOR, 300 N. BROAD STREET, LTD., Box 171, Carversville, PA 18913, his, her, their
or its heirs, assigns and successors, GRANTEE.

Witnesseth, that in consideration of Thirty Thousand One Hundred Nine
Dollars and Ninety-Nine Cents (\$30,109.99) being the highest bid at Upset Sale, in hand paid, the
receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the
said Grantee, his, her, their heirs, assigns and successors, in accordance with the Real Estate Tax
Sale Law of July 7, 1947, P.L. 1368, as amended, (72 P.S. 5680.101 et seq.)

ALL THAT CERTAIN lot or piece of ground situate in Doylestown Borough,
Ss N. Broad Street, 673' W. of Doyle street, having a lot size of 222 x 214, more particularly
described in Deed to Chem Fab Corp., P. O. Box 123, Revere, PA 18953, dated 10/18/67 and
recorded in the Office of the Recorder of Deeds in and for Bucks County, in Deed Book 1879
page 190,

ALSO KNOWN AS BUCKS COUNTY UNIFORM PARCEL IDENTIFIER:
TAX PARCEL 8-5-1-1.

Being the property formerly owned or reputed to be owned by Chem Fab Corp.
same having been sold under authority of the provisions of the said Real Estate Tax Sale Law,
(after advertising according to law, the redemption period having expired without the property
having been redeemed, or any tax judgment entered not having been satisfied, or no agreement to
stay the sale having been entered into, or the within property no longer remaining in possession of
a sequestrator) at an Upset Sale held November 10, 1998, confirmed by the Court as of No. 98-
006311-20-6 on March 26, 1999, in the Court of Common Pleas of Bucks County, Pennsylvania
under and by virtue of the Real Estate Tax Sales Act of 1947, as amended.

In Witness Whereof, said Grantor has hereunto caused this Deed to be
executed by its Director the day and year first above written.

TAX CLAIM BUREAU OF BUCKS
COUNTY, TRUSTEE

BY: Angela M. Wiberley
Director

06-03-99 09:16C004
PA TRAN TAX
DYLSTWN BORO
CNTRL BCK SD

58910
130985
\$1397.69
\$698.84
\$698.85

BK 1849 PG 123

AR000476

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF BUCKS

On this, the 27th day of May, 19 99, before me, the Prothonotary of Bucks County, the undersigned officer, personally appeared Angela Wiberley, Director of the Tax Claim Bureau of the County of Bucks, Commonwealth of Pennsylvania, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

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

Shirley Lynn (L.S.)
Deputy Prothonotary

CERTIFICATE OF RESIDENCE

I hereby certify that the precise address of the Grantee herein is as follows:

P. O. Box 171, Carversville, PA 18913

On behalf of grantee

Ronald O'Rourke

RECORDED in the Office for Recording of Deeds in and for Bucks County, Pennsylvania, in Deed Book _____, page _____.

WITNESS my hand and seal of Office this _____ day of _____, 19____.

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA

JUN -3 99

Edward R. Schubert
RECORDER OF DEEDS

058910

1999 JUN -3 A 8:58

MAIL



B.C.B.O.A. 5.00
Registry SLB

T.M.P. # 8-5-1-1 Page _____

Transferred 11-10-98 Date 6-2-99

John H. Davis / tw
Secretary

BK L849 PGI 124

AR000477

Deed Book

1879

Page

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Gift Adventure Made The

6th day of September in the year of our Lord one thousand nine hundred and sixty-seven

Between CHEM FAB CORP., a Pennsylvania corporation having its principal place of business at 300 North Broad Street, Doylestown, Bucks County, Pennsylvania, Grantor, Party of the First Part;

- A N D -

CHEM-FAB, CORP., a Delaware Corporation, Grantee, Party of the Second Part;

Witnesseth, That the said Party of the First Part

for and in consideration of the sum of ONE DOLLAR (\$1.00)

lawful money of the United States of America, unto it well and truly paid by the said

Party of the Second Part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, encofined, released and confirmed, and by these presents does grant, bargain, sell, alien, encoff, release and confirm unto the said Party of the Second Part, its successors and assigns,

All that certain plot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the Borough of Doylestown, County of Bucks, and State of Pennsylvania, and more particularly described according to a survey and plan made March 30, 1967, by Weisel & Gilmore, Registered Surveyors, Doylestown, Pennsylvania, as follows; to-wit:

70-533-2

SAACC-603

BEGINNING at an iron spike in the center line of North Broad Street, (as the same was originally opened 33 feet wide) 673 and 84/100 feet northwest of a steel axle marking the intersection of the center lines of North Broad and Doyle Streets (measured on a course of North 49 degrees West along the center line of North Broad Street). Thence by remaining lands of Doylestown Rivet and Machine Co., Inc. of which the within described premises was a part, South 41 degrees West 213 and 96/100 feet to an iron pipe a corner in a line of lands of Thomas S. Deering, Jr. Thence along the said line North 49 degrees West 217 and 59/100 feet to a corner. Thence by the same lands North 39 degrees 56 minutes East 214 feet to an iron spike a corner in the aforesaid center line of North Broad Street. Thence along the center line thereof South 49 degrees East 221 and 57/100 feet to the place of Beginning.

CONTAINING 1 and 79/1000 acres of land.

BEING part of the premises conveyed by Doylestown Rivet & Machine Co., Inc. to Chem Fab Corp., by deed dated June 2, 1967, and recorded in the office of the Recorder of Deeds of Bucks County in Deed Book No. 1866, Page 930.

Under and subject to a first mortgage to the Doylestown Trust Company, Doylestown, Pennsylvania, in the face amount of \$75,000.00 which the Grantee hereby assumes and agrees to pay.

11879-190

10-11-67

10-13-67

Together with all and singular the

ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever therunto belonging; or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the Party of the First Part

in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said

hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors and assigns, to and for the only proper use and behoof of the said Party of the Second Part, its successors and assigns, forever.

106 7
This transfer is not taxable by The Borough of Doylestown.
[Signature]
Secretary
Doylestown Borough

106 7
This transfer is not taxable by the School District of the Borough of Doylestown.
[Signature]
Secretary
Doylestown Borough

And the said Party of the First Part, for itself, its successors and assigns

Do by these presents, covenant, grant and agree, to and with the said Party of the Second Part, its successors

and assigns, that it the said Party of the First Part, its successors and assigns

all and singular the hereditaments and premises hereto above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors

and assigns, against it the said Party of the First Part, their successors and assigns

and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, her, them or any of them shall and will

BY THESE PRESENTS

WARRANT and forever DEFEND.

In Witness Whereof, the said Corporation has caused these presents to be executed and its Chairman or corporate seal hereto affixed.

[Signature]
Chairman

CHEM FAB CORP.
By: *[Signature]*
Pres.

Received, the day of the date of the above indenture, of the above-named Party of the Second Part, the within mentioned consideration in full.

CHEM FAB CORP.

By: Martin S. Toll
Martin S. Toll

Commonwealth of Pennsylvania

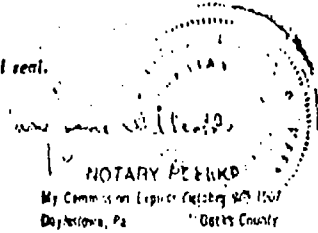
County of BUCKS

On this, the 6th day of September, 1967, before me, a Notary Public duly commissioned in and for said County and State, and designated officer,

personally appeared Martin S. Toll, who acknowledged himself (herself) to be the President of CHEM-FAB, CORP.

a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as President

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



The address of the within named Grantor is 300 N. Broad St.
Doylestown, Pa.
On behalf of said Grantor

I hereby certify that the actual consideration is not more than \$100.

John C. Glantz

Martin S. Toll Pres.

018810



CHEM-FAB CORP., a Pennsylvania Corporation

CHEM-FAB, CORP., a Delaware Corporation

John C. Glantz, Notary Public, Bucks County, Pa.
My Commission Expires February 20, 1968

Williams & Glantz,
50 East Court Street
Doylestown, Pennsylvania

Recorded in the Office for Recording of Deeds in and for Bucks County

In Deed Book No. 1079
page 190 &c.

Witness my hand and seal of Office this 18th,
day of October Anno Domini 19 67

D1879-192

Donald J. ...

RECORDED
OCT 18 1967

189810

RECORDER
19-87-190

29. NOV 5 6 81 190

Deed Book

1866

Page

930

Trust Indenture, Made the

2nd day of June in the year of our Lord one thousand nine hundred and sixty-seven (1967)

Between DOYLESTOWN RIVET AND MACHINE CO., INC., a Pennsylvania corporation having its principal place of business at 266 North Broad Street; Doylestown, Bucks County, Pennsylvania, Grantor, Party of the First Part;

- A N D -

CHEM-FAB CORP., a Pennsylvania corporation having its principal place of business at 301 North Broad Street, Doylestown, Bucks County, Pennsylvania, Grantee, Party of the Second Part;

Witnesseth, That the said Party of the First Part

for and in consideration of the sum of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00)

lawful money of the United States of America, unto it well and truly paid by the said

Party of the Second Part at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, assign, release and confirm unto the said Party of the Second Part, its successors and assigns,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being in the Borough of Doylestown, County of Bucks, and State of Pennsylvania, and more particularly described according to a survey and plan made March 30, 1967, by Weisel & Gilmore, Registered Surveyors, Doylestown, Pennsylvania, as follows; to wit:

BEGINNING at an iron spike in the center line of North Broad Street, (as the same was originally opened 33 feet wide) 673 and 84/100 feet northwest of a steel axle marking the intersection of the center lines of North Broad and Doyle Streets (measured on a course of North 49 degrees West along the center line of North Broad Street). Thence by remaining lands of Doylestown Rivet and Machine Co., Inc., of which the within described premises was a part, South 41 degrees West 213 and 96/100 feet to an iron pipe a corner in a line of lands of Thomas S. Deering, Jr. Thence along the said line North 49 degrees West 217 and 59/100 feet to a corner. Thence by the same lands North 39 degrees 56 minutes East 214 feet to an iron spike a corner in the aforesaid center line of North Broad Street. Thence along the center line thereof South 49 degrees East 221 and 57/100 feet to the place of Beginning.

CONTAINING 1 and 79/1000 acres of land.

BEING part of the premises conveyed by Marion A. Gelsebach to Doylestown Rivet and Machine Co., Inc., by deed dated April 23, 1963, and recorded in the office of the Recorder of Deeds of Bucks County in Deed Book 1707 Page 307.

D1866- 930

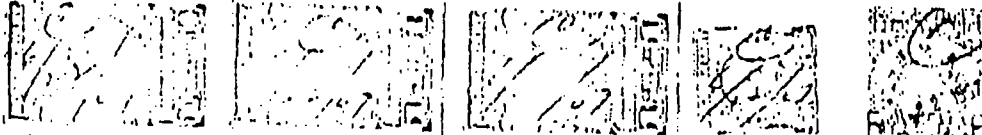
AR000483

150
1100 663

Together with all and singular the

ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging; or in any wise appertaining, and the recessions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of The Party of the First Part

in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

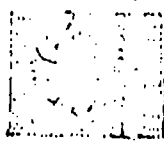
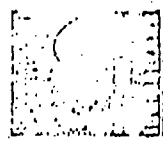

To have and to hold the said

hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors and assigns, to and for the only proper use and behoof of the said Party of the Second Part, its successors and assigns, forever.



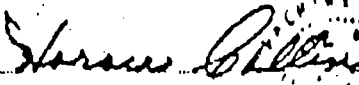

And the said Party of the First Part, for itself, its successors and assigns **Do** by these presents, covenant, grant and agree, to and with the said Party of the Second Part, its successors and assigns, that it the said Party of the First Part, its successors and assigns all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Party of the Second Part, its successors and assigns, against it the said Party of the First Part, their successors and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, her, them or any of them shall and will **BY THESE PRESENTS WARRANT and forever DEFEND.**

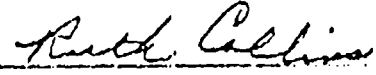
In Witness Whereof, the said Corporation has caused these presents to be executed and its common or corporate seal hereto affixed.

Attest  

DOYLESTOWN RIVET AND MACHINE CO., INC.

BY

By:  



Received, the day of the date of the above Indenture, of the above-named Party of the Second Part, the within mentioned consideration in full.

DOYLESTOWN RIVET AND MACHINE CO., INC.

BY: Horace Collins

Commonwealth of Pennsylvania

County of BUCKS

On this, the 2nd day of June, 19 67 before me, A Notary Public duly commissioned in and for said County and ^{State} / the undersigned officer, personally appeared HORACE COLLINS who acknowledged himself ~~(himself)~~ to be the President of DOYLESTOWN RIVET AND MACHINE CO., INC., a corporation, and that he as such President, being authorised to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself ~~(himself)~~ as President

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

Receipt is acknowledged of \$275.00 the transfer tax due The Borough of Doylestown.

J. H. Rainall
Secretary
Doylestown Borough

Donald J. Rainall
NOTARY PUBLIC
DOYLESTOWN BOROUGH, BUCKS COUNTY
MY COMMISSION EXPIRES OCTOBER 21, 1968
6/22/67

The address of the within named Grantee is Doylestown, Pennsylvania
Alfred Wilson
(On behalf of said Grantee)

Receipt is acknowledged of \$375.00 the transfer tax due the Doylestown District of the Borough of Doylestown.

J. H. Rainall
Secretary
Doylestown Borough

009388

D. C. M.
DOYLESTOWN RIVET AND MACHINE CO., INC.
ASSOCIATED CO., INC. #10882
DOYLESTOWN RIVET AND MACHINE CO., INC.

TO

CHEM-FAB CORP.

Book 21A Page 2A Date 6/22/67
Transferred 6/22/67 Date 6/22/67
Vol. 2 Page 124 Book Transfer
J. H. Rainall
John C. Clark Co. Print

PREMISES; Borough of Doylestown Bucks County, Pennsylvania

WILLIAMS AND GLANTZ
50 East Court Street
Doylestown, Pennsylvania

Recorded In the Office for Recording of Deeds In and for

Bucks County

In Deed Book

No. 1866

page 930

&c.

Witness my hand and seal of Office this

22nd,

day of

June

Anno Domini 1967

D1866- 932

Donald J. Rainall

RECORDER

AR000485

JUN 22 3 30 PM '67

19-72-111

Parcel Number

8-5-1

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
 BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
 INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:12

Transmit
 Quit
 Exit

*PARCEL » 08 « » 005 « » 001 « » « » « » « FL CRD » « OF 01TAX ST: TAXABLE
 PROP SITE : 000280 BROAD ST MUN: DOYLESTOWN BORO
 OWNER : TILLEY FAMILY LTD PART L P,
 430 N BROAD ST, DOYLESTOWN PA 18901

ATTENTION :
 LAND USE : 3325 1-ST WHSE/MFG, UP TO 25,000 SF - NOT IN PARK
 LEGAL DESC : LOT S S BROAD ST 522 FT W 152X163 IRR.
 DEED DATE : 08/23/1995 BOOK1: 1108 PAGE1: 0140 BOOK2: PAGE2:
 SALE PRICE : 400,000 STAMP: 4,000.00 SCH DIST: C.BUCKS
 ASSESSMENT : TOTAL 78,400 ACT:
 EST: TAXES : COUNTY 1720.26 MUN 686.00 SCHOOL 8300.21 TOTAL 10706.47

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
 YEAR BUILT: 1972 OVERHEAD DOORS: 0 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT:	1	WALL CONSTRUCTION:	CB
GROSS SQUARE FEET:	7572	HEATING:	YES
WALL HEIGHT:	15	AIR CONDITIONING:	NO
PCT INTERIOR FINISHED:	50	PLUMBING:	YES
SPRINKLER:	NO	OTHER YARD/BLDGS:	NO

UNKNOWN COMMAND « CMD=(SR,FR,RT,TR) XMIT-> » «

Deed Book

1108

Page

140

THIS INDENTURE MADE THE 23rd day of MAY
in the year of our Lord one thousand nine hundred ninety-five
(1995)

BETWEEN INERTIAL MOTORS CORPORATION, INC., a Delaware
Corporation

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

TILLEY FAMILY LIMITED PARTNERSHIP, L. P.

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

WITNESSETH, That the said Grantor for and in consideration of
the sum of

FOUR HUNDRED THOUSAND (\$400,000.00) DOLLARS -----

lawful money of the United States of America, unto it well and
truly paid by the said Grantees, at or before the sealing and
delivery, hereof, the receipt whereof is hereby acknowledged, has
granted, bargained and sold, aliened, enfeoffed, released and
confirmed, and by these presents does grant, bargain, sell, alien,
enfeoff, release and confirm unto the said Grantees, their heirs
and assigns, as Tenants by the Entireties,

PREMISES "A"

20% Assessed Doylestown Twp.

80% Assessed Doylestown Boro.

ALL THAT CERTAIN tract of land with the buildings and improvements
thereon erected, situate in the Borough of Doylestown, County of
Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of
Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and
Gilmore Associates, Surveyors and Engineers, Doylestown,
Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and
recorded in the Office of Recorder of Deeds, Bucks County in Plan
Book 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet
wide) said spike being a corner in remaining lands now or late of
the Doylestown Rivet and Machine Co., Inc. and being North 49
degrees 00 minutes West, a distance of 69.09 feet from the point of
intersection formed by the center line of Atkinson Drive (width not
shown on Plan) with the center line of Broad Street; thence from
said point of beginning South 40 degrees 12 minutes West along
remaining lands now or late of the Doylestown Rivet and Machine
Company, Inc. 162.98 feet to a point an iron pin a corner in said
remaining lands; thence still along remaining lands now or late of
the Doylestown Rivet and Machine Co., Inc. South 49 degrees 00
minutes East a distance of 40.00 feet to a point an iron pin a

EX 108 PGO LLC

AR000489

minutes East a distance of 40.00 feet to a point an iron pin a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 51.00 feet to a point an iron pin a corner of Lot Number 2 as shown on said Plan; thence along Lot Number 2 North 49 degrees 00 minutes West a distance of 194.58 feet to a point an iron pin a corner in line lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp. North 41 degrees 00 minutes East a distance of 213.96 feet to a point a spike in the center line of Broad Street; thence in and along the center line of Broad Street South 49 degrees 00 minutes East a distance of 151.65 feet to a spike a corner of remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. the point and place of BEGINNING.

BEING all of Lot Number 3 as shown on said Plan.

CONTAINING .7986 acres of land, more or less.

BEING COUNTY PARCEL NUMBER: 8-5-1

PREMISES "B"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point an iron pin a corner of other lands now or late of the Doylestown Rivet and Machine Co., Inc. also being in line of lands now or late of Anna Yarmark and being South 40 degrees 12 minutes West passing through other lands now or late of Doylestown Rivet and Machine Co., Inc. a distance of 213.98 feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 602.83 feet to a point an iron pin a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plan Tract); thence along line of lands now or late of said "Plant" North 49 degrees 12 minutes West a distance of 216.67 feet to a point an iron pin a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet and Machine Co., Inc. North 40 degrees 12 minutes East a distance of 603.59 feet to a point an iron pin a corner in line of lands now or late of Chem-Fab Corp; thence partly along line of lands now or late of Chem-Fab Corp. and partly along line of lands of Lot Number 3 on said Plan, hereinabove described, South 49 degrees 00 minutes East a distance of 216.68 feet to a point an iron pin the point and place of BEGINNING.

BK 108 PG 141

AR000490

BEING all of Lot Number 2 as shown on said Plan.

CONTAINING 3 acres of land, more or less.

BEING COUNTY PARCEL NUMBER: 9-9-46

PREMISES "A" AND "B" BEING THE SAME PREMISES WHICH BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, by Deed dated 3/1/1990 and recorded 11/12/1992 in the Office for the Recorder of Deeds in and for the County of Bucks, and Commonwealth of Pennsylvania in Land Record Book Volume 563, Page 2288, granted and conveyed unto INERTIAL MOTORS CORPORATION, grantor/mortgagor herein.

H	58099
08-23-95 12:20C004	43969
PA TRAN TAX	\$4000.00
DYLSWAN BORO	\$1600.00
CNTRL BCK SD	\$1600.00
DYLSWAN TWP	\$400.00
CNTRL BCK SD	\$400.00

108 PG0112

AR000491

TOGETHER with all and singular the Buildings, Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the said Grantor, in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground with the Buildings and Improvements thereon erected, the Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever, as Tenants by the Entireties.

AND the said Grantor, its Successors and or Assigns, does by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that it the said Grantor all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their heirs and assigns, against it the said Grantor, its Successors and Assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, or any of them, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF the said Grantor has hereunto set its Corporate Seal the day and year first above written.

SEALED AND DELIVERED

IN THE PRESENCE OF US:

INERTIAL MOTORS CORPORATION, (INC.)

Richard B. White

BY: *JMM*, V.P. FINANCE
John K. Koshoff

ATTEST: _____

PK1108 p0143

AR000492

SA-15626

Commonwealth of Pennsylvania }
County of Bucks

On this the 23rd day of MAY, 1995, before me a Notary Public the undersigned officer, personally appeared Richard Knudoff who acknowledged himself/herself to be the as such V.P. Finance of INERTIAL MOTORS CORPORATION, INC. and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as

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

Richard Knudoff
Notary Public

My Commission Expires:

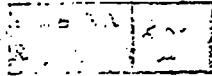
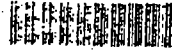
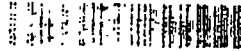
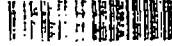
Notary Public Seal
Date: May 31, 1995
My Comm. Expires: May 31, 1995

108 PG0146

AR000493

95 AUG 23 PM 12:44

058099



Sent for Davi Reg Doylestown TP
5/27/95
J

T.M.P. \$ _____ Page _____

Transferred _____ Date _____

Secretary _____

The address of the above-named Grantees

is 430 N. Broad St

Doylestown Pa 18901
On behalf of the Grantees

SURETY ABSTRACT, INC. SA-18628

AUG 23 95

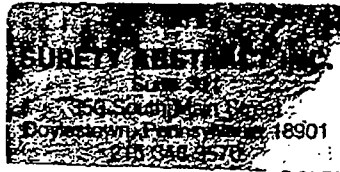
INERTIAL MOTORS CORPORATION, INC.

TO

TILLEY FAMILY PARTNERSHIP, L.P.

DEED

PREMISES: 280 North Main Street
Doylestown Township and
Doylestown Borough
Bucks County, PA
TPN# 9-9-46 & 8-5-1



Deed Book

563

Page

2288

This Indenture Made the

1st

day of March in the year of our Lord one thousand nine hundred and ninety (1990)

Between

BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and corporate with offices at 2 East Court Street, Doylestown, Pennsylvania (hereinafter called "Grantor")

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

INERTIAL MOTORS CORPORATION, INC., a Delaware Corporation, 280 North Broad Street, Doylestown, Pennsylvania.

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

Witnesseth,

That the said Grantor

for and in consideration of the sum of

1 / 100 lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns,

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co., Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in Office of Recorder of Deeds, Bucks County in Plan Book 122, page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide), said spike being a corner in remaining lands of the Doylestown Rivet & Machine Co., Inc. and being North forty-nine degrees, no minutes West, a distance of sixty-nine and six one-hundredths feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad; thence from said point of beginning, South forty degrees twelve minutes West, along remaining lands of the Doylestown Rivet & Machine Co., Inc., one hundred sixty-two and ninety-eight one-hundredths feet to a point, an iron pin, a corner in said remaining lands; thence still along

BK0563 PG2288

said remaining lands of the Doylestown Rivet & Machine Co., Inc., South forty-nine degrees, no minutes East, a distance of forty and no one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of fifty-one and no one-hundredths feet to a point, an iron pin, a corner of Lot No. 2 as shown on said Plan; thence along Lot No. 2, North forty-nine degrees, no minutes West, a distance of one hundred ninety-four and fifty-eight one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp., North forty-one degrees, no minutes East, a distance of two hundred thirteen and ninety-six one-hundredths feet to a point, a spike in the center line of Broad Street; thence in and along the center line of Broad Street, South forty-nine degrees, no minutes East, a distance of one hundred fifty-one and sixty-five one-hundredths feet to a spike, a corner of remaining lands of the Doylestown Rivet & Machine Co., Inc., the point and place of beginning.

BEING all of Lot No. 3 as shown on said Plan.

CONTAINING seventy-nine hundred eighty-six ten-thousandths Acres of Land, more or less.

COUNTY PARCEL 8-5-1 (Part)

PREMISES "B"

ALL THAT CERTAIN lot or tract of land with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co., Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in the Office of the Recorder of Deeds, Bucks County in Plan Book 122 at page 41 and described as follows, to wit:

BEGINNING at a point, an iron pin, a corner of other lands now or late of the Doylestown Rivet & Machine Co., Inc. about to be conveyed to Inertial Motors Corporation, also being in line of lands now or late of Anna Yarmark and being South forty degrees, twelve minutes West, passing through other lands of Doylestown Rivet & Machine Co., Inc., a distance of two hundred thirteen and ninety-eight one-hundredths feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning, along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of six hundred two and eighty-three one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plant Tract); thence along line of lands now or late of said "Plant", North forty-nine degrees, twelve minutes West, a distance of two hundred sixteen and sixty-seven one-hundredths feet to a point, an iron pin, a corner in remaining lands now or late of the Doylestown Rivet & Machine Co., Inc.; thence along line of remaining lands of the Doylestown Rivet & Machine Co., Inc., North forty degrees, twelve minutes East, a distance of six hundred three and fifty-nine one-hundredths feet to a point, an iron pin, a corner in line of lands

BK0563 PG2289

AR000497

now or late of Chem-Fab Corp.; thence partly along line of lands now or late of Chem-Fab Corp.; and partly along line of lands of Lot No. 3 on said Plan, hereinabove described, South forty-nine degrees, no minutes East, a distance of two hundred sixteen and sixty-eight one-hundredths feet to a point, an iron pin, the point and place of beginning.

BEING all of Lot No. 2 as shown on said Plan.

CONTAINING three Acres of Land, more or less.

COUNTY PARCEL NUMBER 9-9-46 (Part).

BRING as to "A" and "B", the same premises which Doylestown Rivet & Machine Co., Inc. granted and conveyed unto the Bucks County Industrial Development Authority, by Deed dated August 29, 1974 and recorded in the Bucks County Recorder of Deeds Office in Deed Book 2139 at page 780.

#	110758
11-12-92 14:54002	16536
TAX EXEMPT	\$0.00
CA	\$0.00

BK0563 PG2290

AR000498

Together with all and singular the buildings
Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges,
Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and
the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title,
Interest, Property, Claim and Demand whatsoever of the said Grantor
in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said buildings, lots or pieces of ground
with the improvements thereon erected
Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurte-
nances, thereto unto the said Grantee, its successors
and Assigns, to and for the only proper use and behoof of the said Grantee, its successors
and Assigns, forever.

And the said Grantor, for itself, its successors and assigns
do by
these presents, covenant, grant and agree, to and with the said Grantee, its successors
and Assigns, that it the said Grantor, its successors and assigns hereby
convey
all and singular the
buildings, lots or pieces of ground with the improvements thereon erected
Hereditaments and Premises herein above described and granted, or mentioned and intended so to be,
with the Appurtenances, unto the said Grantees, its successors
and Assigns,
against it the said Grantor
and against all and every
Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from
or under it, them
or any of them,
shall and will
BY THESE PRESENTS
WARRANT and forever DEFEND.

In Witness Whereof, the Grantor has caused these presents to be executed
on the day and year first above written.

Sealed and Delivered
IN THE PRESENCE OF US:

BUCKS COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY

BY: Mary W. Zaepfel

ATTEST: Marcus B. [Signature]

BK0563 PG2291

AR000499

92 NOV 12 PM 1:23

110758

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA

NOV 12 92

DEED
REGISTRAR OF DEEDS

FROM:
BUCKS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

TO :
INERTIAL MOTORS CORPORATION, INC.

COUNTY PARCEL NO.
8-5-1 and 9-9-46

750-S John C. Clark Co., Phila 1988

DEED RECORDING
DATE 11/11/92
BY 95-6-6
DOYLESTOWN TOWNSHIP

William P. Aves
NOTARY PUBLIC
1100 N. 4th St.
Aves, Notary Public
Middleton Twp., Bucks County
My Commission Expires Oct. 28, 1991

Commonwealth of Pennsylvania
County of Bucks

On this, the / day of March, 19 90 before me, the undersigned officer,
a Notary Public

personally appeared / of Bucks County Industrial Development Authority, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herein) as

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

BK0563 PG2292

08009046



08005001



The address of the above-named Grantee
is 280 North Broad Street
Doylestown, PA 18901
On behalf of the Grantee

69

Deed Book

2139

Page

780

This Indenture

Made the 29th day of August in the year of our Lord one thousand nine hundred and seventy-four (1974) BETWEEN DOYLESTOWN RIVET & MACHINE CO., INC., a Pennsylvania corporation, (hereinafter called "Grantor") of the one part and

BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a body politic and corporate with office at 62 East Court Street, Doylestown, Pa. (hereinafter called "Grantee") of the other part

Witnesseth, That the said Grantor

for and in consideration of the sum of One Dollar (\$1.00)

lawful money of the United States of America, unto it well and truly paid by the said Grantee

at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns,

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co. Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50-foot wide), said spike being a corner in remaining lands of the Doylestown Rivet & Machine Co. Inc. and being North forty-nine degrees, no minutes West, a distance of sixty-nine and six one-hundredths feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning, South forty degrees twelve minutes West, along remaining lands of the Doylestown Rivet & Machine Co. Inc., one hundred sixty-two and ninety-eight one-hundredths feet to a point, an iron pin, a corner in said remaining lands; thence still along said remaining lands of the Doylestown Rivet & Machine Co. Inc., South forty-nine degrees, no minutes East, a distance of forty and no one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of fifty-one and no one-hundredths feet to a point, an iron pin, a corner of Lot No. 2 as shown on said Plan; thence along Lot No. 2, North forty-nine degrees, no minutes

DTA#33001

700-1-1-00

fac 859060-D

West, a distance of one hundred ninety-four and fifty-eight one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp., North forty-one degrees, no minutes East, a distance of two hundred thirteen and ninety-six one-hundredths feet to a point, a spike in the center line of Broad Street; thence in and along the center line of Broad Street, South forty-nine degrees, no minutes East, a distance of one hundred fifty-one and sixty-five one-hundredths feet to a spike, a corner of remaining lands of the Doylestown Rivet & Machine Co. Inc., the point and place of beginning.

BEING all of Lot No. 3 as shown on said Plan.

CONTAINING seventy-nine hundred eighty-six ten-thousandths Acres of Land, more or less.

COUNTY PARCEL 8-5-1 (Part)

PREMISES "B"

ALL THAT CERTAIN lot or tract of land with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co. Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point, an iron pin, a corner of other lands now or late of the Doylestown Rivet & Machine Co. Inc. about to be conveyed to Inertial Motors Corporation, also being in line of lands now or late of Anna Yarmark and being South forty degrees, twelve minutes West, passing through other lands of Doylestown Rivet & Machine Co. Inc., a distance of two hundred thirteen and ninety-eight one-hundredths feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning, along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of six hundred two and eighty-three one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plant Tract); thence along line of lands now or late of said "Plant", North forty-nine degrees, twelve minutes West, a distance of two hundred sixteen and sixty-seven one-hundredths feet to a point, an iron pin, a corner in remaining lands now or late of the Doylestown Rivet & Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet & Machine Co. Inc., North forty degrees, twelve minutes East, a distance of six hundred three and fifty-nine one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence partly along line of lands now or late of Chem-Fab Corp., and partly along line of lands of Lot No. 3 on said Plan, hereinabove described, South forty-nine degrees, no minutes East, a distance of two hundred sixteen and sixty-eight one-hundredths feet to a point, an iron pin, the point and place of beginning.

BEING all of Lot No. 2 as shown on said Plan.

CONTAINING three Acres of Land, more or less.

COUNTY PARCEL NUMBER 9-9-46 (Part)

BEING as to "A", the first above described part of the same premises which Marion A. Gelsebach, widow, by Deed dated April 23, 1963, and recorded in Bucks County, in Deed Book 1707 page 307, conveyed unto Doylestown Rivet & Machine Co. Inc. (by the name of Doylestown Rivet and Machine Co., Inc.) (a Pennsylvania Corporation) in fee.

BEING as to "B", the last above described part of the same premises which Mae C. Deoring, widow, by Deed dated March 13, 1970, and recorded in Bucks County, in Deed Book 1961 page 666, conveyed unto Doylestown Rivet & Machine Co. Inc. (a Pennsylvania Corporation) (by the name of Doylestown Rivet & Machine Company, Inc.) in fee.

Together with all and singular

Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever, of it, the said Grantor,

in law, equity,

or otherwise howsoever, of, in, and to the same and every part thereof,

AR000503

To have and to hold the said lot or tract of ground above described, together with Hereditaments and Premises hereby granted, or mentioned and intended so to be with the Appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns, forever.

And the said Grantor, for itself, its successors and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor, its successors and assigns all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors

and Assigns, against it the said Grantor, its successors and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or or any of them, shall and will

BY THESE PRESENTS

WARRANT and forever DEFEND

In witness whereof, the said corporation has caused these presents to be executed and its common or corporate seal hereto affixed.

DOYLESTOWN RIVET & MACHINE CO. INC.

By: Cecil Collins Secretary

Attest: Harvey Collins President

SEALED AND DELIVERED
IN THE PRESENCE OF US

Recited the day of the date of the within or foregoing Indenture, of the within named Grantee the full consideration herein.

Commonwealth of Pennsylvania

County of Bucks

On this, the 29th day of August, 1974, before me, a notary public in and for Bucks County,

the undersigned officer, personally appeared **Horace Collins** who acknowledged himself to be the **President** of **Doylestown Rivet & Machine Co., Inc.** a corporation, and that he as such **President** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (~~himself~~) as **President**.

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

Linda L. Christian
LINDA L. CHRISTIAN
Notary Public, Doylestown Boro, Bucks Co., Pa.
My Commission Expires May 22, 1975

U 22-1-U



DOYLESTOWN RIVET & MACHINE CO., INC.

to

BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Premises: Doylestown Borough, Bucks Co., Pa. and Doylestown Township, Bucks Co., Pa.

Book 218 Lot No. 5A Bore Area

Transferred 8/29/74 Date 8/24/74

Vol. 3 P. 264 Bore Transfer

J. C. Clark

John C. Clark Co., Phila. 759

POWER, BOWEN & VALMONT
102 North Main Street
Doylestown, Pennsylvania

Recorded in the office for recording of deeds in and for County of Bucks

In Deed Book No. 2139 page 780 &c.

Witness my hand and seal of office this

day of Sept Anno Domini 19 74

George M. Mott
RECORDER

PH 3-1-87

AR000505

D2139 783

Adjacent Property Deeds and Assessment Data

Parcel Number

9-9-46-01

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
 BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
 COMMERCIAL PROPERTY DESCRIPTION TIME: 15:23

Transmit
 Quit
 Exit

* PARCEL » 09 « » 009 « » 046 « » -001 « » « » « FL CRD » 01 « OF 01 TAX ST: TAXABLE
 PROP SITE : 000390 N BROAD ST MUN: DOYLESTOWN TWP
 OWNER : EXTRA SPACE DOYLESTOWN L L C,
 P O BOX 19156, ALEXANDRIA VA 22320-0156
 ATTENTION : PTA-EX# 1036
 LAND USE : 4272 MULTI-TENANT MINI STORAGE FACILITY
 LEGAL DESC : LOT 6.472A W S T350 1490 FT S SHADY RETREAT RD BROAD ST N
 DEED DATE : 10/27/1999 BOOK1: 1952 PAGE1: 2096 BOOK2: PAGE2:
 SALE PRICE : 1 STAMP: 24,000.00 SCH DIST: C.BUCKS
 ASSESSMENT : TOTAL 456,400 ACT:
 EST. TAXES : COUNTY 10014.38 MUN 3194.80 SCHOOL 48319.07 TOTAL 61528.25
 --ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
 YEAR BUILT: 1980 OVERHEAD DOORS: 16 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT:	1	WALL CONSTRUCTION:	CB
GROSS SQUARE FEET:	7200	HEATING:	NO
WALL HEIGHT:	10	AIR CONDITIONING:	NO
PCT INTERIOR FINISHED:	0	PLUMBING:	NO
SPRINKLER:	NO	OTHER YARD/BLDGS:	NO

TRANSMIT TO FORWARD « CMD=(SR,FR,RT,TR) XMIT-> » «

Deed Book

952

Page

2096

THIS INDENTURE MADE THE 27th day of OCTOBER

in the year of our Lord one thousand nine hundred and ninety-nine (1999)

BETWEEN DOYLESTOWN STORE & LOCK, a Pennsylvania General Partnership

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

EXTRA SPACE OF DOYLESTOWN, LLC (a Delaware Limited Liability Company)

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

WITNESSETH, *That the said Grantor for and in consideration of the sum of*

ONE (\$1.00) DOLLAR

lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its Successors and Assigns

ALL THAT CERTAIN *lot or piece of ground, with the buildings and improvements thereon erected, Situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, being Lot No. 1 as shown on the Final Plan as prepared for Doylestown Rivet & Machine Company, Inc. by Weisel & Gilmore Associates, dated 3/11/1974, last revised 4/2/1974 and recorded 6/3/1974 in Plan Book 122 page 41, more fully bounded and described as follows, to wit:*

BEGINNING *at a point in or near the center line of Dutch Lane, A/K/A Broad Street, Township Road No. 350 as designated by Doylestown Township, and Broad Street as designated by the Borough of Doylestown, a corner of land now or late of Chem-Fab Corp.; thence along lands of the said Chem-Fab Corp., the two (2) following courses and distances: (1) South 39 degrees 56 minutes West 214.00 feet to a point; and (2) South 49 degrees 00 minutes East 195.49 feet to a point a corner of Lot No. 2 as shown on said Plan; thence along the said Lot No. 2, South 40 degrees 12 minutes West 603.59 feet to a point in line of lands of the Borough of Doylestown Sewage Disposal Plan Tract; thence along same North 49 degrees 12 minutes West 479.73 feet to a point a corner of lands now or late of Bessie M. Henning; thence along the four (4) following courses and distances: (1) South 60 degrees 27 minutes East 149.54 feet to a point; (2) North 37 degrees 18 minutes East 577.03 feet to a point; (3) North 49 degrees 00 minutes West 163.64 feet to a point; and (4) North 41 degrees 00 minutes East 213.96 feet to a point in or near the center line of Dutch Lane - Broad Street, aforesaid; thence along same South 49 degrees 00 minutes East 326.38 feet to the Point and Place of BEGINNING.*

BK1 952 2096

AR000510

BEING COUNTY PARCEL NUMBER: 9-9-46-1

BEING THE SAME PREMISES WHICH Jeffrey Shaak, by Deed dated 2/19/1985 and recorded 2/20/1985 in the Office for the Recorder of Deeds of Bucks County, PA in Deed Book 2599 page 225, granted and conveyed unto Doylestown Store & Lock, in fee.

9	116845
10-29-99 15:540004	140353
PA TRAN TAX	\$2400.00
DOYLESTOWN TWP	\$1200.00
CNTRL BOX SD	\$1200.00

BK1 952 2097

AR000511

TOGETHER with all and singular the Buildings, Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the said Grantor, in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground with the Buildings and Improvements thereon erected, the Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns, forever.

AND the said Grantor, its Successors and or Assigns, does by these presents, covenant, grant and agree, to and with the said Grantee, its Successors and Assigns, that it the said Grantor all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, against it the said Grantor, its Successors and Assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, him, her, or any of them, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal the day and year first above written.

SEALED AND DELIVERED

IN THE PRESENCE OF US:

DOYLESTOWN STORE & LOCK

By: Fred Beans
FRED BEANS General Partner

By: Christopher B. Chandor
CHRISTOPHER B. CHANDOR General Partner

By: John H. Thompson
JOHN H. THOMPSON General Partner

BK1 952 PC2098

AR000512

92945-DFA

Commonwealth of Pennsylvania }
County of BUCKS }

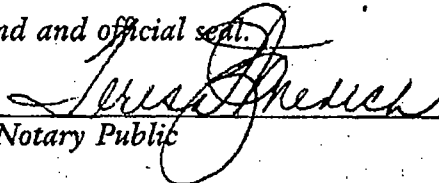
On this, the 27th day of OCTOBER, 1999, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the below mentioned area, in witness of the undersigned Officer, personally appeared

FRED BEANS, CHRISTOPHER B. CHANDOR, JOHN H. THOMPSON

known to me (satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

Notarial Seal
Teresa Z. Medich, Notary Public
Doylestown Boro, Bucks County
My Commission Expires Mar. 13, 2000
Member, Pennsylvania Association of Notaries


Notary Public

My Commission Expires:

BKI 952 2099

DOYLESTOWN TOWNSHIP
DEED REGISTRATION
T.P. # 9-9-46-1
DATE 10-29-99
TWP. SECRETARY CH.

AR000513

1999 OCT 29 P 3:45

116845

ROBERT CHALPHIN ASSOCIATES, INC.

92945-DFA

DOYLESTOWN STORE & LOCK,
a Pennsylvania General Partnership

TO

EXTRA SPACE DEVELOPMENT, LLC
a Utah Limited Liability Company

DEED

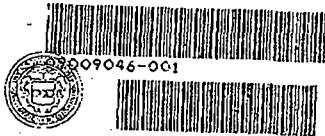
PREMISES: 390 North Broad Street
Doylestown Township
Bucks County, PA
TPN# 9-9-46-1

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA.

OCT 29 99

Edward P. Galtrecht

RECORDER OF DEEDS



B.C.B.O.A.
Registry 5.00
36

The address of the above-named Grantee(s)
is Extra Space Storage Ste
2795 E. Cottonwood Pky./400
Salt Lake City, UT 84121
On behalf of the Grantee(s)

attn: Charles Allen

15 SB

PK 1952 2100

AR000514

Deed Book

2599

Page

225

This Indenture Made the 19th day of February in the year of our Lord one thousand nine hundred and eighty-five (1985)

Between JEFFREY SHAAK

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

DOYLESTOWN STORE & LOCK

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

Witnesseth, That the said Grantor

for and in consideration of the sum of

ONE DOLLAR (\$1.00) lawful

money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee its heirs and assigns,

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, being Lot Number 1 as shown on the Final Plan as prepared for Doylestown Rivet & Machine Company, Inc., by Weisel & Gilmore Associates, dated March 11, 1974, last revised April 2, 1974 and recorded June 3, 1974 in Plan Book 122 page 41, more fully bounded and described as follows to wit:

BEGINNING at a point in or near the center line of Dutch Lane, Township Road No. 350 as designated by Doylestown Township, and Broad Street as designated by the Borough of Doylestown, a corner of land now or late of Chem-Fab Corp.; thence along lands of the said Chem-Fab Corp., the two following courses and distances: (1) South 39 degrees 56 minutes West 214.00 feet to a point; (2) South 49 degrees 00 minutes East 195.49 feet to a point a corner of Lot Number 2 as shown on said plan; thence along the said Lot Number 2 South 40 degrees 12 minutes West 603.59 feet to a point in line of lands of the Borough of Doylestown Sewage Disposal Plan Tract; thence along same North 49 degrees 12 minutes West 479.73 feet to a point a corner of lands now or late of Bessie M. Henning; thence along the four following courses and distances: (1) South 60 degrees 27 minutes East 149.54 feet to a point; (2) North 37 degrees 18 minutes East 577.03 feet to a point; (3) North 49 degrees 00 minutes West 163.64 feet to a point; (4) North 41 degrees 00 minutes East 213.96 feet to a point in or near the center line of Dutch Line-Broad Street, aforesaid; thence along same South 49 degrees 00 minutes East 326.38 feet to the Point and Place of BEGINNING.

D2599-225

AR000516

SA 10127 CT-1-B-40099 APN 82945-21A B-40099-CTT DOUGLAS 8-11-85

BEING THE SAME PREMISES which El Passo Incorporated, a Pennsylvania Corporation granted and conveyed unto Jeffrey Shaak by deed dated September 28, 1982, recorded October 12, 1982 in Deed Book 2478 page 647, Bucks County records.

COUNTY PARCEL NUMBER 9-9-46-1.

0 6 4 2 3 0
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX FEB 20 '85 P.D. 11101 900.00

0 6 4 2 2 9
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX FEB 20 '85 P.D. 11101 900.00

0 6 4 2 3 2
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX FEB 20 '85 P.D. 11101 900.00

0 6 4 2 3 1
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX FEB 20 '85 P.D. 11101 800.00

\$4500 MUNICIPAL TRANSFER TAX PAID

0 6 4 2 3 3
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX FEB 20 '85 P.D. 11101 900.00

D2599-226

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

him the said grantor, as well at law as in equity, of, in, and to the same.

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

And the said Grantor, his assigns and heirs,

executors and administrators do es covenant, promise and agree, to and with the said Grantee, its heirs and assigns, by these presents, that he the said Grantor and his heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against him the said Grantor and his heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, them or any of them, shall and will

WARRANT and forever DEFEND.

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

Sealed and Delivered
IN THE PRESENCE OF US:

Jeffrey Shank
JEFFREY SHANK

SHANK
SHANK
SHANK

D2599-227

AR000518

Commonwealth of Pennsylvania
County of BUCKS

On this, the 19th day of February 1985 before me, a Notary Public for
the Commonwealth of Pennsylvania, residing in the

the undersigned Officer,

personally appeared Jeffrey Shank

known to me (satisfactorily proven) to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Ruth Ann Nagle
7/14/86
Notary Public

SURETY ABSTRACT, INC. #SA-8866

DEED

JEFFREY SHANK

TO

DOYLESTOWN STORE & LOCK

PREMISES:

390 Broad Street
Doylestown Township
Bucks County, Pennsylvania
Tax Parcel #9-9-46-1

732-5 John C. Clark Co., Phila. 1984

BUCKS COUNTY SS:
RECORDED IN THE RECORDER'S
OFFICE OF SAID COUNTY IN
Deed BOOK 2599
AT PAGE 225 &c.
WITNESS MY HAND AND SEAL OF
OFFICE February 20th 1985
Juella M. Trench
RECORDER OF DEEDS

The address of the above-named Grantee
is 390 N Broad St, Doylestown, Pa.
M. J. Barab
On behalf of the Grantee

D2599-228

Deed Book

2478

Page

647

The Indenture Made the

28th day of September in the year of our Lord one thousand nine hundred and eighty two (1982)

Between

EL PASO INCORPORATED (a Pennsylvania corp), party of the first part

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

REALTY TRANSFER TAX OCT 11 '82



100.00

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE

REALTY TRANSFER TAX OCT 11 '82



900.00

JEFFREY SHAAK, party of the second part

Witnesseth, That the said party of the first part,

for and in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)

lawful money of the United States of America, unto it well and truly paid by the said

party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said party of the second part, his heirs and assigns,

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks, Commonwealth of Pennsylvania being Lot No. 1 as shown on the Final Plan as prepared for Doylestown Rivet & Machine Company, Inc., by Weisel & Gilmore, Associates, dated 3/11/1974, last revised 4/2/1974 and recorded 6/3/1974 in Plan Book 122 Page 41, more fully bounded and described as follows, to wit:

BEGINNING at a point in or near the center line of Dutch Lane, Township Road No. 350 as designated by Doylestown Township, and Broad Street as designated by the Borough of Doylestown, a corner of land now or late of Chem-Fab Corp.; thence along lands of the said Chem-Fab Corp., the two following courses and distances: (1) South 39 degrees 56 minutes West 214.00 feet to a point; (2) South 49 degrees 00 minutes East 195.49 feet to a point a corner of Lot No. 2 as shown on said plan; thence along the said Lot No. 2 South 40 degrees 12 minutes West 603.59 feet to a point in line of lands of the Borough of Doylestown Sewage Disposal Plan Tract; thence along same North 49 degrees 12 minutes West 479.73 feet to a point a corner of lands now or late of Bessie M. Henning; thence along the four following courses and distances: (1) South 60 degrees 27 minutes East 149.54 feet to a point; (2) North 37 degrees 18 minutes East 577.03 feet to a point; (3) North 49 degrees 00 minutes West 163.64 feet to a point; (4) North 41 degrees 00 minutes East 213.96 feet to a point in or near the center line of Dutch Lane - Broad Street, aforesaid; thence along same South 49 degrees 00 minutes East 326.38 feet to the point and place of Beginning.

BEING THE SAME PREMISES WHICH Doylestown Rivet and Machine Company, Inc., (a Pennsylvania corp.) by its deed dated 2/8/79 and recorded in Deed Book 2324 Page 818, did grant and convey unto El Paso Incorporated, (a Pennsylvania corp.)

D2:78-0647

171-647261
92886
8-40089-677

Together with all and singular the

ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of party of the first part

in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof,

To have and to hold the said

hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns, forever.

And the said party of the first part, for itself, its successors, Does by these presents, covenant, grant and agree, to and with the said party of the second part, his heirs and assigns, that it the said party of the first part, its successors, and assigns all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, against it the said party of the first part, its successors and assigns and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under, him, her, it, them or any of them shall and will

WARRANT and forever DEFEND.

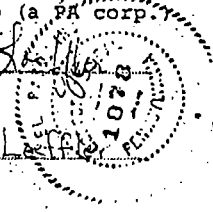
In Witness Whereof, the said Corporation has caused these presents to be executed and its common or corporate seal hereto affixed. EL PASO INCORPORATED (a PA corp.)

Attest

[Handwritten signature]

By

Pamela J. Laffey
Pamela J. Laffey
President



D2478-0618

Received, the day of the date of the above Indenture, of the above-named

Commonwealth of Pennsylvania

County of Bucks

On this, the 28th day of September, 1982, before me, The Subscriber, a Notary Public, duly qualified and commissioned, residing in the undersigned officer, personally appeared Pamela Koffler who acknowledged himself (herself) to be the President of EL PASO INCORPORATED (a Pa. corp.) a corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as

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

28th September 1982
Daniel F. Rufe
DANIEL F. RUFÉ, NOTARY PUBLIC
HOCKAMIXON TWP., BUCKS COUNTY
MY COMMISSION EXPIRES SEPT. 23, 1986
Member, Pennsylvania Association of Notaries

The Address of the within named Grantee is 1036 Old Bethlehem Rd. Perkasie, Pa. 18944
On behalf of said Grantee

[Handwritten signature]



EL PASO INCORPORATED
..(a Pennsylvania corp.)

to

JEFFREY SHAAK
1036 Old Bethlehem Rd.
Perkasie Pa 18944

TOH-7444
1981
John C. Clark Co., Phila.
652

Recorded in the Office for Recording of Deeds in and for County of Bucks

page 647 in Deed Book 2478 No. &c.

Witness my hand and seal of Office this 12th day of October Anno Domini 19 82

Juella M. Trunk
RECORDER OF DEEDS

D2478-0649

0-28-133
Oct-12-9 03 AM '82

Parcel Number

8-5-2

Assessment

Bucks County Government



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* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:18
+PARCEL » 08 « » 005 « » 002 « » « » « » « FL CRD » 01 « OF 01 TAX ST: TAXABLE
PROP SITE : 000266 BROAD ST MUN: DOYLESTOWN BORO
OWNER : BRAMAN, JOSEPH & BERNADETTE
1618 GROVE AVE, JENKINTOWN PA 19046
ATTENTION :
LAND USE : 3325 1-ST WHSE/MFG UP TO 25,000 SF - NOT IN PARK
LEGAL DESC : LOT S S N BROAD ST 225 FT W DOYLE ST 297X163
DEED DATE : 11/15/2004 BOOK1: 4238 PAGE1: 2017 BOOK2: PAGE2:
SALE PRICE : 479,059 STAMP: 4,790.59 SCH DIST: C.BUCKS
ASSESSMENT : TOTAL 150,280 ACT:
EST. TAXES : COUNTY 3297.46 MUN 1314.95 SCHOOL 15910.14 TOTAL 20522.55
--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
YEAR BUILT: 1970 OVERHEAD DOORS: 2 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT: 1 WALL CONSTRUCTION: BR,CB
GROSS SQUARE FEET: 23640 HEATING: YES
WALL HEIGHT: 12 AIR CONDITIONING: NO
PCT INTERIOR FINISHED: 50 PLUMBING: YES
SPRINKLER: NO OTHER YARD/BLDGS: NO

```

Transmit
Quit
Exit

TRANSMIT TO FORWARD

« CMD= (SR, FR, RT, TR) XMIT-> » «

Deed Book

4238

Page

2017

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2004159084

Recorded On 12/27/2004 At 12:41:56 PM

* Total Pages - 4

* Instrument Type - DEED

Invoice Number - 28830

User - SLL

* Grantor - DOYLESTOWN RIVET & MACHINE CO INC

* Grantee - BRAMAN, JOSEPH

* Customer - SAVINGS ABSTRACT CO / BARB

* **FEEES**

STATE TRANSFER TAX \$4,790.59

RECORDING FEES \$46.50

CENTRAL BUCKS SCHOOL \$2,395.30

DISTRICT REALTY TAX

DOYLESTOWN BOROUGH \$2,395.29

TOTAL \$9,627.68

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
SAVINGS ABSTRACT CO / BARB

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania:



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4238 Page: 2017



Savings Abstract Co.
501 Washington Lane
Suite 201
Jenkintown PA 19046

File No. D372038MB

Parcel ID No.

8-5-2

This Indenture, made the 15th day of November, 2004,

Between

DOYLESTOWN RIVET & MACHINE CO., INC. A PE, A PA CORPORATION

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

JOSEPH BRAMAN AND BERNADETTE BRAMAN

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Four Hundred Seventy-Nine Thousand Fifty-Nine And 00/100 Dollars (\$479,059.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety

ALL THAT CERTAIN tract of land situate in the Borough of Doylestown, County of Bucks, Pa., bounded and described according to a survey thereof made 10/27/1950 by W. O. Weisel & Son Civil Engineers and Surveyors of Doylestown, Pa. as follows: BEGINNING at an iron bolt in the center line of North Broad Street (as the same was originally opened 33 feet wide) 225.00 feet Northwest (along the said centerline) from a steel axel at its intersection with the center line of Doyle Street (50 feet wide); thence by lands of the Bucks Hoisery Company South 41 degrees West 162.96 feet to an iron pipe a corner in the center line of a proposed alley (20 feet wide); thence along the center line thereof by other lands of W. H. Swartly, of which the within described premises was a part and crossing a proposed 50 feet wide street North 49 degrees West 254.97 feet to an iron pipe a corner in a line of land formerly of Emma Crissey, now of Martin Paul Arndt; thence along the said line North 40 degrees 12 minutes East 162.98 feet to a steel axel, a corner of the aforesaid center line of North Broad Street; thence along the center line thereof (recrossing the aforesaid proposed 50 feet wide street) South 49 degrees East 257.25 feet to the place of beginning. CONTAINING .958 acres of land (including the bed of a proposed 50 feet wide street).

Being the same premises which Peter Ference and Josephine Ference, his wife by Deed dated 2-1-1961 and recorded 2-2-1961 in Bucks County in Deed Book 1584 Page 65 conveyed unto Doylestown Rivet & Machine Co., Inc. a Pennsylvania Corporation, in fee.

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

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

And the said Grantor, for itself and its successors, does, by these presents, covenant, grant and agree, to and with the said Grantee, his heirs and assigns; that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against it, the said Grantor, and its successors and assigns, and against all and every other person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under him, her, it, or any of them, shall and will

Warrant and Forever Defend.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly atested by its Secretary. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

**DOYLESTOWN RIVET & MACHINE CO.,
INC., A PA CORPORATION**

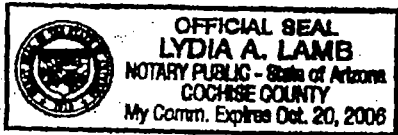
Sydia C. Lamb

By: *Victoria Collins* {SEAL}
Victoria Collins, President

STATE OF ARIZONA } ss
COUNTY OF COCHISE

AND NOW, this 2nd day of NOVEMBER, 2004, before me, the undersigned Notary Public, appeared Victoria Collins, who acknowledged himself/herself to be the President of Doylestown Rivet & Machine Co., Inc., a corporation, and he/she, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President.

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



Lydia A. Lamb
Notary Public
My commission expires Oct. 20, 2006

The address of the above-named Grantee is:

1618 CEDRIC AVE
JENKINTOWN, PA 19046

On behalf of the Grantee [Signature]

File No. **D372038MB**

Record and return to:
Savings Abstract Company
501 Washington Lane Suite 201
Jenkintown, PA 19046

T.M.P. # 8-5-2 Page —
Transferred 11/15/04 Date 12/6/04
John H. Davis, Jr. Secretary

Parcel Number

8-5-3

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
 BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
 INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:20

Transmit
 Quit
 Exit

*PARCEL » 08 « » 005 « » 003 « » « » « » « FL CRD » 01 « OF 01TAX ST: TAXABLE
 PROP SITE : 000260 BROAD ST MUN: DOYLESTOWN BORO
 OWNER : TRI PART L P,
 2005 S EASTON RD # 307, DOYLESTOWN PA 18901
 ATTENTION :
 LAND USE : 3340 1-ST WHSE/MFG ABOVE 100,000 SF - NOT IN PARK.
 LEGAL DESC : 8.952AC C SW COR DOYLE & BROAD ST 873' ON DOYLE ST
 DEED DATE : 07/11/2000 BOOK1: 2095 PAGE1: 1625 BOOK2: PAGE2:
 SALE PRICE : 1 STAMP: SCH_DIST: C.BUCKS
 ASSESSMENT : TOTAL 508,000 ACT:
 EST. TAXES : COUNTY 11146.59 MUN 4445.00 SCHOOL 53781.96 TOTAL 69373.55
 --ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
 YEAR BUILT: 1950 OVERHEAD DOORS: 0 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT:	1	WALL CONSTRUCTION:	CB
GROSS SQUARE FEET:	190326	HEATING:	YES
WALL HEIGHT:	17	AIR CONDITIONING:	NO
PCT INTERIOR FINISHED:	20	PLUMBING:	YES
SPRINKLER:	NO	OTHER YARD/BLDGS:	NO

TRANSMIT TO FORWARD « CMD=(SR,FR,RT,TR) XMIT-> » «

Deed Book

2095

Page

1625

THIS DEED, made this 11th day of July 2000

BETWEEN, DOYLESTOWN STORE & LOCK, a Pennsylvania General Partnership,

(hereinafter called the "Grantor(s)").

of the one part, and TRI PARTNERS, L.P., a Pennsylvania Limited Partnership,

(hereinafter called the "Grantee(s)"), of the other part.

WITNESSETH, That in consideration of ONE DOLLAR (\$1.00) Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said Grantor(s) do hereby grant and convey unto the said Grantee(s) their heirs and assigns,

ALL THAT CERTAIN lot or tract of ground, situated in Doylestown Borough, Bucks County, Pennsylvania, as shown on a Plan entitled "Plan of Property for Doylestown Store and Lock TMP 8-5-3" prepared by Van Cleef Engineering Associates, dated 3/28/2000, revised 3/29/2000 and being more particularly described, as follows:

BEGINNING at a point formed by the intersection of the centerline of Broad Street (33 feet wide) with the centerline of Doyle Street (50 feet wide), and from said point running: thence (1) along the centerline of Doyle Street, South 39 degrees, 43 minutes, 00 seconds West, a distance of 872.98 feet to a point in line of lands now or formerly of Thomas A. and Carol R. Logan (TMP 8-4-282-3); thence (2) leaving Doyle Street and running along lands of Logan and along the face of an existing building thereon, also along lands now or formerly of Stephen J. and Eleanore Beck (TMP 8-4-282-1) and along the face of an existing building thereon, and along lands now or formerly of Anthony S. and Diana C. Caulfield (TMP 8-4-282-2) and along the face of an existing building thereon, North 51 degrees, 19 minutes, 00 seconds West, a distance of 453.66 feet to a point for a corner common to lands of Caulfield, said point being on the centerline of Avenue "A" (unimproved); thence (3) continuing along lands of Caulfield and along the centerline of Avenue "A" (unimproved), South 39 degrees, 45 minutes, 00 seconds West, a distance of 80.00 feet to a point on the Northeasterly right of way line of Harvey Avenue (40 feet wide); thence (4) partly along the Northeasterly right of way line of Harvey Avenue and leaving Avenue "A" (unimproved), North 51 degrees, 19 minutes, 00 seconds West, a distance of 36.70 feet to a point in line of lands now or formerly of the Bucks County Water & Sewer Authority (TMP 8-4-30-1), said lands being the site of the "Harvey Avenue Sewage Treatment Plant"; thence (5) along lands of the Bucks County Water & Sewer Authority, also along lands now or formerly of Tilley Family Limited Partnership, L.P. (TMP 9-6-46), said lands being situated along the municipal boundary dividing Doylestown Borough from Doylestown Township, and continuing along other lands now or formerly of Tilley Family Limited Partnership, L.P. (TMP 8-5-1), North 40 degrees, 12 minutes, 00 seconds East, a distance of 809.67 feet to a point in line of lands now or formerly of Doylestown Rivet & Machine Co., Inc. (TMP 8-5-2); thence (6) along lands of Doylestown Rivet & Machine Co., Inc., South 49 degrees, 00 minutes, 00 seconds East, a distance of 254.97 feet to a point for a corner to the same; thence (7) still along the same, North 41 degrees, 04 minutes, 02 seconds East, a distance of 162.97 feet to a bolt found for a corner to the same on the centerline of Broad Street, aforementioned; thence (8) along the centerline of Broad Street, South 49 degrees, 00 minutes, 00 seconds East, a distance of 224.81 feet to the point of BEGINNING.

CONTAINING a calculated area of 8.955 acres (390,101 square feet).

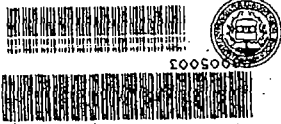
BEING Tax Parcel No. 8-5-3.

BEING the same premises which Bernard M. Eiber, Executor of the Estate of Anna Yarmark, deceased, by Deed dated 4-12-2000 and recorded 4-18-2000 at Bucks County, Pennsylvania in Land Record Book 2041 page 1992, granted and conveyed unto Doylestown Store & Lock, a Pennsylvania General Partnership, in fee.

8X2-095 PG 625

AR000534

Notary Secretary
Date 7-19-07
8-5-8
BOURGAIN DOYLESTOWN



RECORDED
INDEXED
7-19-07

57767
07-21-08 08:08C004 153389
TAX EXEMPT \$0.00
CA \$0.00

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA

JUL 21 00

Edward R. Szelcinski
NOTARY PUBLIC

AND the said Grantor(s) do hereby covenant to and with the said Grantee(s) that they the said Grantor(s) SHALL and WILL Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee(s) their heirs and assigns, against the said Grantor(s) and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under them or any of them.
IN WITNESS WHEREOF, the said Grantor(s) have caused these presents to be duly executed, the day and year first above written.

In the Presence of:

SEALED AND DELIVERED

[Signature]
as to all

[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

Commonwealth of Pennsylvania County of Bucks
On this 11th day of July, A.D. 2007, before me, the undersigned officer, personally appeared FRED BEANS, CHRISTOPHER B. CHANDOR, JOHN H. THOMPSON, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Notarial Seal
Teresa Z. Medich, Notary Public
Doylestown Boro, Bucks County
My Commission Expires Mar. 13, 2004
Member, Pennsylvania Association of Notaries

[Signature]
Notary Public

057767

00 JUL 21 AM 11:47

95272-DFA

DEED

DOYLESTOWN STORE & LOCK
a Pennsylvania General
Partnership

TO

TRI PARTNERS, L.P.,
a Pennsylvania Limited
Partnership

The address of the Grantee is
350 E Main St. Ste 413
Doylestown, PA 18901

RECORDED in Deed Book page
GIVEN under my hand and the seal of the said
office, the date above written.

Recorder of Deeds

BK2005 PG1626

AR000535

Deed Book

2041

Page

1992

THIS INDENTURE,

MADE THE

12th

day of

APRIL

in the year of our Lord two thousand

2000

BETWEEN,

BERNARD M. EIBER, EXECUTOR OF THE ESTATE OF ANNA YARMARK, DECEASED

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

DOYLESTOWN STORE & LOCK, A PENNSYLVANIA GENERAL PARTNERSHIP

(hereinafter called the "Grantee(s)", of the other part.

of the other part, **WITNESSETH,** That the said Grantor(s)

for and in consideration of the sum of

TWO MILLION EIGHT-HUNDRED THOUSAND (\$2,800,000.00)

lawful money of the United States of America, unto , well and truly paid by the said Grantee

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents do

grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee
its successors and assigns, in fee.

ALL THAT CERTAIN lot or tract of ground, situated in Doylestown Borough, Bucks County, Pennsylvania, as shown on a Plan entitled "Plan of Property for Doylestown Store and Lock TMP 8-5-3", prepared by Van Cleef Engineering Associates, dated 3/28/2000, revised 3/29/2000 and being more particularly described, as follows:

BEGINNING at a point formed by the intersection of the centerline of Broad Street (33 feet wide) with the centerline of Doyle Street (50 feet wide), and from said point running: thence (1) along the centerline of Doyle Street, South 39 degrees, 43 minutes, 00 seconds West, a distance of 872.98 feet to a point in line of lands now or formerly of Thomas A. and Carol R. Logan (TMP 8-4-282-3); thence (2) leaving Doyle Street and running along lands of Logan and along the face of an existing building thereon, also along lands now or formerly of Stephen J. and Eleanore Beck (TMP 8-4-282-1) and along the face of an existing building thereon, and along lands now or formerly of Anthony S. and Diana C. Caulfield (TMP 8-4-282-2) and along the face of an existing building thereon, North 51 degrees, 19 minutes, 00 seconds West, a distance of 453.66 feet to a point for a corner common to lands of Caulfield, said point being on the centerline of Avenue "A" (unimproved); thence (3) continuing along lands of Caulfield and along the centerline of Avenue "A" (unimproved), South 39 degrees, 45 minutes, 00 seconds West, a distance of 80.00 feet to a point on the Northeasterly right of way line of Harvey Avenue (40 feet wide); thence (4) partly along the Northeasterly right of way line of Harvey Avenue and leaving Avenue "A" (unimproved), North 51 degrees, 19 minutes, 00 seconds West, a distance of 36.70 feet to a point in line of lands now or formerly of the Bucks County Water & Sewer Authority (TMP 8-4-30-1), said lands being the site of the "Harvey Avenue Sewage Treatment Plant"; thence (5) along lands of the Bucks County Water & Sewer Authority, also along

-continued-

B2041 P01992

AR000537

lands now or formerly of Tilley Family Limited Partnership, L.P. (TMP 9-6-46), said lands being situated along the municipal boundary dividing Doylestown Borough from Doylestown Township, and continuing along other lands now or formerly of Tilley Family Limited Partnership, L.P. (TMP 8-5-1), North 40 degrees, 12 minutes, 00 seconds East, a distance of 809.67 feet to a point in line of lands now or formerly of Doylestown Rivet & Machine Co., Inc. (TMP 8-5-2); thence (6) along lands of Doylestown Rivet & Machine Co., Inc., South 49 degrees, 00 minutes, 00 seconds East, a distance of 254.97 feet to a point for a corner to the same; thence (7) still along the same, North 41 degrees, 04 minutes, 02 seconds East, a distance of 162.97 feet to a bolt found for a corner to the same on the centerline of Broad Street, aforementioned; thence (8) along the centerline of Broad Street, South 49 degrees, 00 minutes, 00 seconds East, a distance of 224.71 feet to the point of BEGINNING.

CONTAINING a calculated area of 8.955 acres (390,101 square fee).

BEING Tax Parcel No. 8-5-3:

BEING as to a portion of premises the same premises which Bucks Hosiery Finishers, Inc., by Deed dated 2/7/1957 and recorded 2/8/1957 at Bucks County, Pennsylvania in Deed Book 1354, Page 218, granted and conveyed unto Anna Yarmark, in fee.

BEING as to a portion of premises the same premises which Edmund H. Berry, Jr., et ux, by Deed dated 3/1/1957 and recorded 3/4/1957 at Bucks County, Pennsylvania in Deed Book 1357, Page 344, granted and conveyed unto Anna Yarmark, in fee.

BEING as to a portion of premises the same premises which Edmund H. Berry, Jr., et ux, by Deed dated 9/9/1958 and recorded 9/9/1958 at Bucks County, Pennsylvania in Deed Book 1447, Page 495, granted and conveyed unto Anna Yarmark, in fee.

BEING as to a portion of premises the same premises which Mohawk Devices, Inc., by Deed dated 11/22/1971 and recorded 11/23/1971 at Bucks County, Pennsylvania in Deed Book 2019, Page 356, granted and conveyed unto Anna Yarmark, in fee.

BEING as to the remaining portion of premises the same premises which Borough of Doylestown, by Deed dated 12/12/1977 and recorded 12/13/1977 at Bucks County, Pennsylvania in Deed Book 2268, Page 222, granted and conveyed unto Anna Yarmark, in fee.

AND the said Anna Yarmark departed this life on 1/12/1997 having first made and published her Last Will and Testament in writing bearing date of 9/6/1983, and Codicil thereto, also dated 9/6/1983, duly proven and registered at Montgomery County, Pennsylvania, being Estate No. 46-97-1151, wherein and whereby the said Testatrix did nominate, constitute and appoint Bernard M. Eiber, Executor of her Estate to whom Letters Testamentary were granted on 4/14/1997 to Bernard M. Eiber.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any ways appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of , the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

2041 201993

AR000538

TO HAVE AND TO HOLD the said lot or piece of ground above described

hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), heirs and assigns forever.

AND the said Grantor(s),

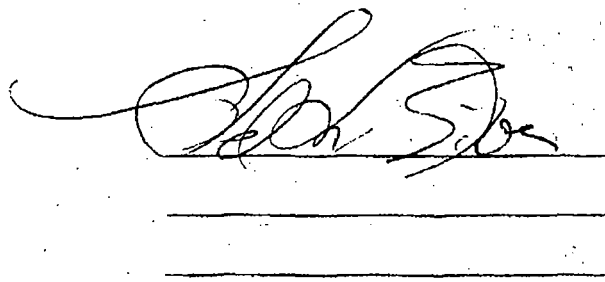
covenant, promise and agree, to and with the said Grantee, its successors and and assigns, by these presents that , the said

not done, committed, or knowingly or willingly to be done or committed, any act, matter of thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands the day and year first above written.

**SEALED AND DELIVERED }
IN THE PRESENCE OF US: }**

Stacey L. Rantala
- witness



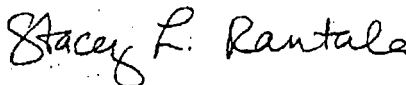
State of New York
County of Nassau

On this, the 12th day of April, 200 , before me the undersigned officer,
personally appeared Bernard M. Eiber

, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and official seal.

Stacey L. Rantala
Notary Public, State of New York
No. 02RA5073873
Qualified in Nassau County
Commission Expires March 3, 19 2001



BR2041 201994

State of
County of

On this, the _____ day of _____, 200____, before me,
the undersigned Officer, personally appeared _____ who acknowledged himself(herself) to be the
of _____ a corporation, and that he/she as such
being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation by himself(herself) as

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

Notary Public

95272-DFA
DEED

**BERNARD M. EIBER, EXECUTOR OF THE
ESTATE OF ANNA YARMARK, DECEASED**

TO

DOYLESTOWN STORE & LOCK,
A PENNSYLVANIA GENERAL
PARTNERSHIP

RECORDED in Deed Book _____ page _____
GIVEN under my hand and the seal of the said
office, the said office, the date above written.

Recorder of Deeds

Lib. # 8-5-3 Page _____
Transferred 4-12-00 Date 4/18/00
[Signature] Secretary

The address of the above-named Grantee

is 350 S Main St. Suite 213
Doylestown, PA 18901
On behalf of the Grantee

204 1995

AR000540

HAZARDOUS SUBSTANCE AND HAZARDOUS WASTE DISCLOSURE

Pursuant to applicable Pennsylvania law, Grantor hereby acknowledges that hazardous substances and/or waste may have been disposed on or be present at the Property. A site layout depicting the location of buildings on the Property, former underground storage tank locations and remediated soil piles is attached as Exhibit A.

Testing of soil adjacent to the ink storage room of the 1960 building has shown the presence of beryllium and copper within Statewide Health Standards, and lead.

Impacted soil in the area of the underground 1,000-gallon number 2 fuel oil tank and the 4,000-gallon number 4 fuel oil tank was excavated. Subsequent testing in the area of the 1,000 gallon tank indicates that isopropyl benzene and fluorine is present but that the area is within Act 2 Statewide Health Standards. Low levels of total petroleum hydrocarbons within Statewide Health Standards was found beneath the 6,000-gallon number 4 fuel oil underground storage tank and/or its piping. Total petroleum hydrocarbons were found to be present in prior testing in the area of the underground 7,000-gallon excavated tank. Testing after subsequent remedial efforts indicates that pyrene is present but that the area is within Act 2 Statewide Health Standards.

Soil sampling in the area of the gravel parking lot revealed beryllium within Act 2 Statewide Health Standards. Testing of the soil pile showed that it contains benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, chrysene and pyrene, but that it is within Act 2 Statewide Health Standards. Gravel/soil adjacent to the main pad-mounted transformer was revealed to contain arochlor 1260 in 1996, although within Act

BF2041 PG1996

AR000541

2 Statewide Health Standards. Testing of soil in one location to the west of the 1965 Building indicated the presence of a low level of total petroleum hydrocarbons-diesel range organics.

Regional groundwater contamination exists in this area. Testing of the groundwater in the area of the site has revealed the presence of volatile organic compounds. The source of these substances is not presently known. In 1996, low levels of vinyl chloride was detected in the monitoring well near the 1,000-gallon UST, lead and cadmium in the monitoring well near the 7,000-gallon UST, and carbon tetrachloride and chloroform in the production well at the property.

#	30177
04-18-00 15:200004	148396
PA TRAN TAX	\$28000.00
DYLSWV BORO	\$14000.00
CNTRL BCK SD	\$14000.00

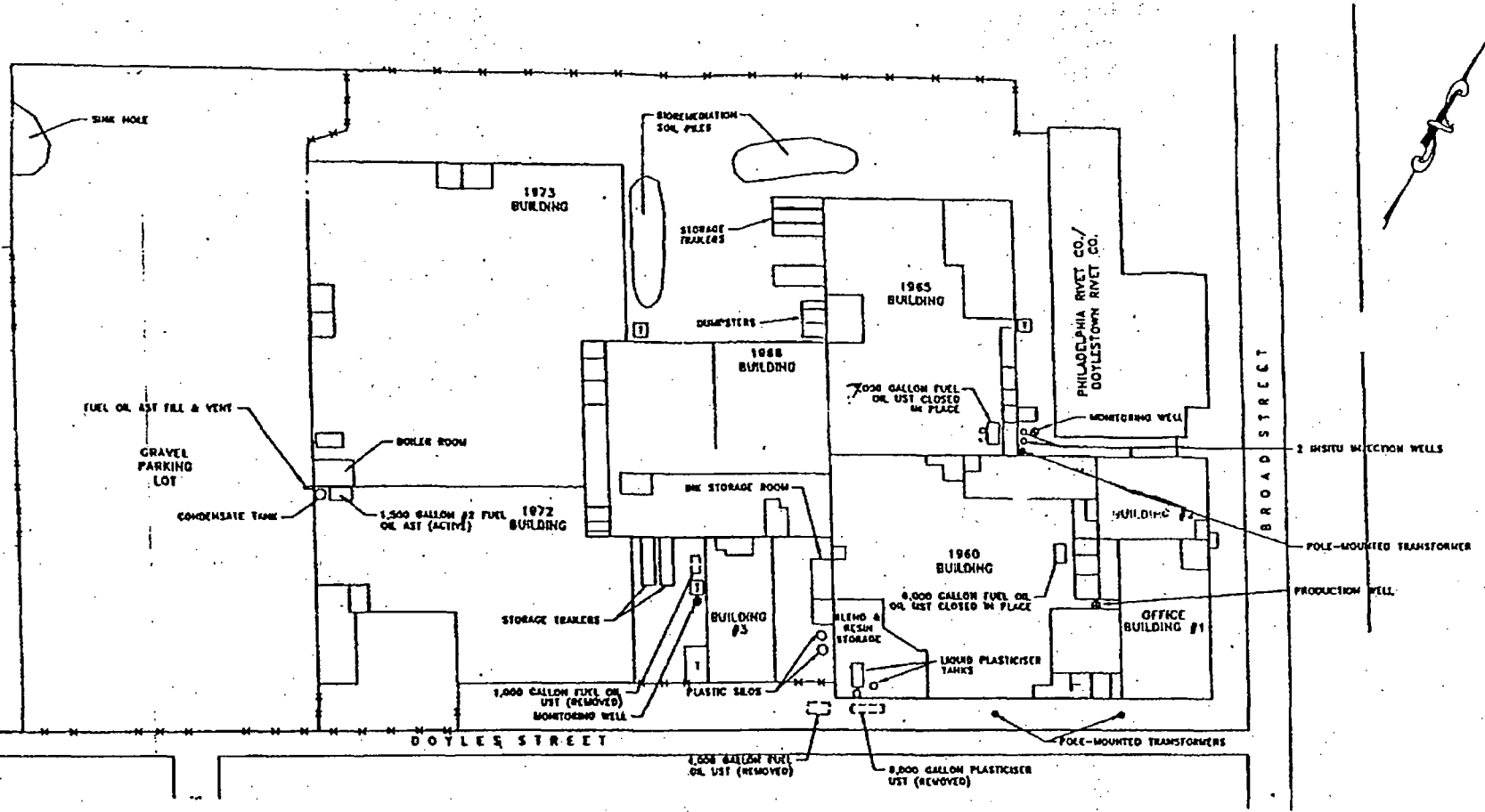
BK2041 PG1997

AR000542

Figure 2
Site Layout

EXHIBIT A

BK2061 PG1998



Triboro Electric Corporation
Doylestown, Pennsylvania

No Scale
Source: Dames & Moore

2000 APR 18 P 2:28

030177

THIS DOCUMENT IS RECORDED
IN THE OFFICE OF THE CLERK

APR 19 00

James A. [unclear]

1500



2150

75081056

2041 001999

AR000544

Parcel Number

9-9-46

Data

Assessment

Bucks County Government

* CMD-> » FR «

COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:22

Transmit
Quit
Exit

* PARCEL » 09 « » 009 « » 046 « » « » « » « FL CRD » 01 « OF 01TAX ST: TAXABLE

PROP SITE : 000000 N BROAD ST MUN: DOYLESTOWN TWP
OWNER : TILLEY FAMILY, LTD PART L P,
430 N BROAD ST, DOYLESTOWN PA 18901
ATTENTION :
LAND USE : 2308 INDUSTRIAL - 1.001 AC TO 4.99 AC
LEGAL DESC : LOT 3.0A 214 FT S BROAD S T 482 FT W DOYLE
DEED DATE : 08/23/1995 BOOK1: 1108 PAGE1: 0140 BOOK2: 1961 PAGE2: 666
SALE PRICE : 400,000 STAMP: 4,000.00 SCH DIST: C.BUCKS
ASSESSMENT : TOTAL 20,480 ACT:
EST. TAXES : COUNTY 449.37 MUN 143.36 SCHOOL 2168.22 TOTAL 2760.95

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
YEAR BUILT: OVERHEAD DOORS: ELEVATOR: BASEMENT:

STORY HEIGHT: WALL CONSTRUCTION:
GROSS SQUARE FEET: HEATING:
WALL HEIGHT: AIR CONDITIONING:
PCT INTERIOR FINISHED: PLUMBING:
SPRINKLER: OTHER YARD/BLDGS:

TRANSMIT TO FORWARD « CMD=(SR,FR,RT,TR) XMIT-> » «

Parcel Number

8-4-282-1

Data

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
 BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
 COMMERCIAL PROPERTY DESCRIPTION TIME: 15:27

Transmit
 Quit
 Exit

*PARCEL » 08 « » 004 « » 282 « » -001 « » « » « FL CRD » 01 « OF 01TAX ST: TAXABLE
 PROP SITE : 000241 HARVEY AVE MUN: DOYLESTOWN BORO
 OWNER : BECK, STEPHEN J & ELEANORE
 96 DECATUR ST, DOYLESTOWN PA 18901

ATTENTION :
 LAND USE : 4280 REPAIR SHOP OR GARAGES
 LEGAL DESC : LOT N HARVEY AVE 115 FT W DOYLE ST 80X100
 DEED DATE : 06/11/1970 BOOK1: 1967 PAGE1: 0293 BOOK2: PAGE2:
 SALE PRICE : STAMP: SCH DIST: C.BUCKS
 ASSESSMENT : TOTAL 13,200 ACT:
 EST. TAXES : COUNTY 289.64 MUN 115.50 SCHOOL 1397.48 TOTAL 1802.62

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
 YEAR BUILT: 1968 OVERHEAD DOORS: 2 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT:	1	WALL CONSTRUCTION:	CB
GROSS SQUARE FEET:	1480	HEATING:	YES
WALL HEIGHT:	12	AIR CONDITIONING:	NO
PCT INTERIOR FINISHED:	20	PLUMBING:	YES
SPRINKLER:	NO	OTHER YARD/BLDG:	NO

TRANSMIT TO FORWARD « CMD=(SR,FR,RT,TR) XMIT-> » «

Parcel Number

8-4-282-2

Data

Assessment

Bucks County Government

* CMD-> » « COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
 BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
 INDUSTRIAL PROPERTY DESCRIPTION TIME: 15:28

*PARCEL » 08 « » 004 « » 282 « » -002 « » « » « FL CRD » 01 « OF 01 TAX ST: TAXABLE

PROP SITE : 000243 HARVEY AVE MUN: DOYLESTOWN BORO
 OWNER : CAULFIELD, ANTHONY S & DIANA C
 BOX 1448 , DOYLESTOWN PA 18901

ATTENTION :
 LAND USE : 3325 1-ST WHSE/MFG UP TO 25,000 SF -- NOT IN PARK
 LEGAL DESC : SE COR AVENUE A & HARVEY AVE 100X259
 DEED DATE : 03/05/1998 BOOK1: 1544 PAGE1: 1324 BOOK2: 2117 PAGE2: 483
 SALE PRICE : 169,000 STAMP: 1,690.00 SCH DIST: C.BUCKS
 ASSESSMENT : TOTAL 45,160 ACT:
 EST. TAXES : COUNTY 990.91 MUN 395.15 SCHOOL 4781.09 TOTAL 6167.15

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
 YEAR BUILT: 1970 OVERHEAD DOORS: 0 ELEVATOR: NO BASEMENT: NO

Transmit
 Quit
 Exit

STORY HEIGHT:	1	WALL CONSTRUCTION:	CB
GROSS SQUARE FEET:	9320	HEATING:	YES
WALL HEIGHT:	14	AIR CONDITIONING:	PART
PCT INTERIOR FINISHED:	100	PLUMBING:	YES
SPRINKLER:	NO	OTHER YARD/BLDGS:	NO

TRANSMIT TO FORWARD « CMD= (SR, FR, RT, TR) XMIT-> » «

Parcel Number

8-4-282-3

Data

Assessment

Bucks County Government

* CMD-> » «

COUNTY OF BUCKS PUBLIC ACCESS SYSTEM PARM 0762
BOARD OF ASSESSMENT / REAL ESTATE DATA DATE: 09/26/07
COMMERCIAL PROPERTY DESCRIPTION TIME: 15:29

Transmit
Quit
Exit

*PARCEL » 08 « » 004 « » 282 « » -003 « » « » « FL CRD » 01 « OF 01TAX ST: TAXABLE

PROP SITE : 000155 DOYLE & HARVEY ST MUN: DOYLESTOWN BORO
OWNER : LOGAN, THOMAS A & CAROLE R
DOYLE & HARVEY ST, DOYLESTOWN PA 18901

ATTENTION : C/O LOGAN AUTO BODY
LAND USE : 4280 REPAIR SHOP OR GARAGES
LEGAL DESC : LOT NE COR DOYLE ST & HAR VEV 100X115
DEED DATE : 05/14/1969 BOOK1: 1932 PAGE1: 0453 BOOK2: PAGE2:
SALE PRICE : STAMP: SCH DIST: C.BUCKS

ASSESSMENT : TOTAL 34,600 ACT:
EST. TAXES : COUNTY 759.20 MUN 302.75 SCHOOL 3663.10 TOTAL 4725.05

--ESTIMATED TAXES ARE CALCULATED ON THE LATEST MILLS AND ASSESSMENTS AVAILABLE--
YEAR BUILT: 1968 OVERHEAD DOORS: 2 ELEVATOR: NO BASEMENT: NO

STORY HEIGHT: 1 WALL CONSTRUCTION: CB
GROSS SQUARE FEET: 4442 HEATING: YES
WALL HEIGHT: 14 AIR CONDITIONING: NO
PCT INTERIOR FINISHED: 10 PLUMBING: YES
SPRINKLER: NO OTHER YARD/BLDGS: NO

TRANSMIT TO FORWARD « CMD= (SR,FR,RT,TR) XMIT-> » «

Mortgages and Assignments

Parcel Number

8-5-1-1

Deed Book

4825

Page

2101

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-8209

Instrument Number - 2006016223

Recorded On 2/1/2006 At 3:42:39 PM

* Total Pages - 3

* Instrument Type - MORTGAGE ASSIGNMENT

Invoice Number - 115536

User - NMS

* Mortgagor - BECKER, HEYWOOD

* Mortgagee - TUROG PROP LTD

* Customer - K BECKER

* **FEEs**

RECORDING FEES

\$35.50

TOTAL

\$35.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
K BECKER

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4825 Page: 2101

03B4D3



AR000556

Prepared By: Heywood Becker
Return To: Turog Properties c/o Michael Foster
PO Box 78
Quakertown, PA 18951
CPN# 8-5-1-1



ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE, made this 4th day of October, 2005, by:
Heywood Becker and Karin Becker, the Assigning Mortgagee and Assignor, to:

Turog Properties Limited, the Assignee,

conveys all of that certain subject mortgage to the Assignee herein, and is more particularly described as follows:

BACKGROUND

On January 5, 2005, 300 N. Broad Street, Ltd. executed the subject mortgage to be assigned herein in the amount of \$679,638.00 encumbering the subject real estate known as #300-#360 N. Broad Street, County of Bucks, PA and also known and described as County Tax Parcel ID # 8-5-1-1 in favor of the Assigning Mortgagee and Assignor herein, Heywood Becker and Karin Becker, and recorded in the Office of the Recorder of Deeds in and for Bucks County in Book 4609, page 1401 et seq., on September 2, 2005.

TERMS

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to the Assigning Mortgagee and Assignor by the Assignee, and intending to be legally bound hereby, the said Assigning Mortgagee and Assignor does hereby assign, bargain, sell, transfer and set over to Turog Properties Limited all of their right, title and interest in and to the said mortgage.

AR000557

IN WITNESS WHEREOF, the Assigning Mortgagee and Assignor executes this Assignment of Mortgage the day and year first set forth above.

Heywood Becker

[Handwritten signature of Heywood Becker]

Karin Becker

[Handwritten signature of Karin Becker]

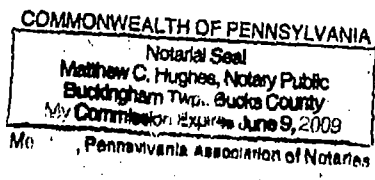
STATE OF PENNSYLVANIA, COUNTY OF BUCKS, SS:

On *Feb 1st*, 200*6*, before me, a Notary Public, personally appeared Heywood Becker and Karin Becker, the Assigning Mortgagee and Assignor, known to me or satisfactorily proven to be the persons named above, and who executed the foregoing Assignment of Mortgage for the purposes therein contained.

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

[Handwritten signature of Notary Public]

Notary Public



THE ADDRESS OF THE ASSIGNEE IS:
P.O. BOX 78 QUAKERTOWN, PA 18951
[Signature] ON BEHALF OF THE ASSIGNORS

Deed Book

4826

Page

887

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2006016521

Recorded On 2/2/2006 At 8:45:46 AM

* Total Pages - 3

* Instrument Type - MORTGAGE ASSIGNMENT

Invoice Number - 115630

User - KLJ

* Mortgagor - BROAD STR TR

* Mortgagee - BECKER, HEYWOOD

* Customer - K BECKER

*** FEES**

RECORDING FEES \$35.50

TOTAL \$35.50

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DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:

K BECKER

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4826 Page: 887

03B5C8



AR000560

Prepared By: Heywood Becker
Return To: Heywood Becker
PO Box 180
Carversville, PA 18913
CPN# 8-5-1-1



ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE, made this 4th day of October, 2005, by:

The Broad Street Trust, the Assigning Mortgagee and Assignor, to:

Heywood Becker and Karin Becker, his wife, the Assignee,

conveys all of that certain subject mortgage to the Assignee herein, and is more particularly described as follows:

BACKGROUND

On July 31, 1998, Chem-Fab, Corp. executed the subject mortgage to be assigned herein in the amount of \$200,000 encumbering the subject real estate known as #300 North Broad Street aka #300-#360 N. Broad Street, Doylestown Borough, County of Bucks, PA and also known and described as County Tax Parcel ID # 8-5-1-1 in favor of the Assigning Mortgagee and Assignor herein, The Broad Street Trust, and recorded in the Office of the Recorder of Deeds in and for Bucks County in Book 1640, page 717 et seq., on July 31, 1998.

TERMS

NOW, THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid to the Assigning Mortgagee and Assignor by the Assignee, and intending to be legally bound hereby, the said Assigning Mortgagee and Assignor does hereby assign, bargain, sell, transfer and set over to Heywood Becker and Karin Becker, his wife, all of their right, title and interest in and to the said mortgage.

AR000561

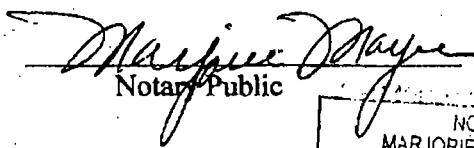
IN WITNESS WHEREOF, the Assigning Mortgagee and Assignor executes this Assignment of Mortgage the day and year first set forth above.

The Broad Street Trust


By: Heywood Becker, Trustee

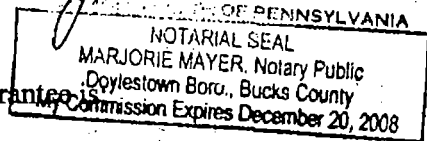
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS, SS:

On February 2, 2006, before me, a Notary Public, personally appeared Heywood Becker, personally known to me or satisfactorily proven to be the person hereinabove named, who represented that he is the trustee of The Broad Street Trust, and who represented that he has the power and authority to execute this deed on behalf of the Grantor, and who acknowledged that he voluntarily executed the foregoing instrument for the purposes herein contained.


Notary Public

I certify that the precise address of the within named Grantee is
Post Office Box 180, Carversville, PA 18913

Signed: 



AR000562

Deed Book

4609

Page

1401

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2005118613

Recorded On 9/2/2005 At 1:14:32 PM

* Total Pages - 4

* Instrument Type - MORTGAGE - CORPORATIONS

Invoice Number - 84918 User - KLJ

* Mortgagor - THREE (300) N BROAD STR L T D

* Mortgagee - BECKER, HEYWOOD

* Customer - KEVIN BECKER

FEEs

RECORDING FEES \$46.50

TOTAL \$46.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
KEVIN BECKER

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4609 Page: 1401

02ACB7



AR000564

MORTGAGE

KNOW ALL MEN BY THIS MORTGAGE dated January 5, 2005, given to the Mortgagee, **Heywood Becker and Karin Becker**, by the Mortgagor herein, **300 N. Broad Street, Ltd.**, for the purpose of securing that certain Note given contemporaneously herewith by the Mortgagor to the Mortgagee, wherein the Mortgagor stands firmly bound unto the Mortgagee in the principal amount of \$679,638.00 and does hereby mortgage, lien and encumber their real estate as follows:

ALL THAT CERTAIN lot or piece of ground situate in Doylestown Borough, Ss N. Broad Street, 673' W. of Doyle street, having a lot size of 222 x 214, more particularly described in Deed to Chem Fab Corp., P.O. Box 123, Revere, PA 18953, dated 10/18/67 and recorded in the Office of the Recorder of Deeds in and for Bucks County, in Deed Book 1879 page 190,

ALSO KNOWN AS BUCKS COUNTY UNIFORM PARCEL IDENTIFIER: TAX PARCEL 8-5-1-1.

BEING the same real property purchased by the Mortgagor, 300 N. Broad Street, Ltd. by deed dated May 27, 1999, and recorded in the Bucks County Recorder of Deeds Office at BK 1849 PG 1123.

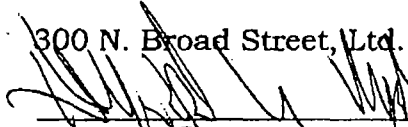
1. This Mortgage is made and recorded under and subject to all mortgages and judgments of record.
2. 300 N. Broad Street, Ltd. [the Mortgagor and Obligor in the Note] hereby promises to pay Heywood Becker and Karin Becker, his wife, [the Mortgagee and Obligee in the Note] the sum of \$679,638.00 by way of monthly payments at 10% interest/year amortized over the length of the term of this mortgage of 10 years from the date hereof. The monthly payments are due by the first day of each successive

month in the hands of the Obligee, and if any one of same shall not have been received by the 10th day of any month, then the Obligor must pay a late fee of \$30 per day retroactive to the 1st day of the month, which late fee shall last only for the duration of that month. Payment in full shall terminate the running of the per diem late fee, and confession of judgment shall also terminate the running of the per diem late fee. This Note shall automatically go into default if any monthly payment and/or any late fee is not paid within 10 days of the receipt of notice which notice may be mailed only after the 10th day of any month where no payment has been received, or if any check tendered by the Obligor in payment thereof is refused or dishonored and is not made good within 10 days after written notice, or if the principal amount with interest accrued is not paid as above, and the Obligee may then confess judgment against the Obligor pursuant to the Warrant of Attorney in the Note.

3. A default shall automatically occur if any payments are not paid as specified in the Note executed simultaneously herewith, or if the real estate taxes charged against the subject real estate become a lien on same and said lien is not discharged within 10 days after notice of the said lien is received. An occurrence of default shall automatically cause acceleration of this Mortgage, and the then-remaining balance shall become due and payable immediately with a 10% attorney's fee added for collection, plus interest to accrue at a rate of 1.5 % per month following the default, plus court costs to be added.
4. The Mortgagor hereby agrees that the contract provisions hereinabove shall survive entry of a foreclosure judgment, and shall not be merged therewith or therein.

PROVIDED, that if the Mortgagor shall pay the Mortgagee the aforesaid debt, then this Obligation shall automatically cease and become void.

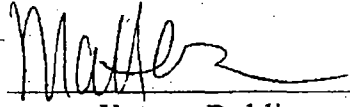
IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under seal by the Trustee of the General Partner as follows:

300 N. Broad Street, Ltd.

BY: TRUSTEE OF BROAD STREET TRUST

COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, SS:

On this, the 2 day of September, 2005, before me appeared Heywood Eric Becker, personally known to me or satisfactorily proven to be the person hereinabove described appearing before me on behalf of the Mortgagor, and who acknowledged that he voluntarily executed the foregoing instrument for the purposes herein contained.

Notarial Seal
Matthew C. Hughes, Notary Public
Buckingham Twp., Bucks County
My Commission Expires June 9, 2009
Member, Pennsylvania Association of Notaries


Notary Public

Please return this Mortgage to the address of the Mortgagee:
Post Office Box 180, Carversville, PA 18913-0180

Deed Book

1640

Page

717

FIRST MORTGAGE LIEN

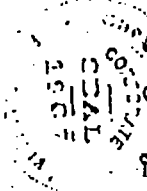
KNOW ALL MEN BY THIS INDENTURE OF MORTGAGE, that this First Mortgage Lien is executed and delivered this July 31, 1998, by Chem-Fab, Corp., the Mortgagor, to The Broad Street Trust, the Mortgagee, POB 180, Carversville, PA 18913;

Whereas, the Mortgagor stands firmly bound unto the Mortgagee in the amount of \$200,000 and does hereby lien and mortgage their real estate at 300 North Broad Street, Doylestown Borough, Bucks County, PA, aka TMP # 8-5-1-1 as security for the repayment of same, pursuant to the following terms and conditions:

1. The Mortgagor must pay the principal sum within 20 years from the date hereof. The interest-only installment payments, at the rate of 8% per year, are due by the 10th day of each successive month in the hands of the Mortgagee.
2. A default shall automatically occur if the said principal sum is not paid as aforesaid, or if any of the said interest payments aforesaid are not paid as specified. An occurrence of default shall automatically cause acceleration of this Mortgage and the principal sum of shall become due and payable immediately with 15% attorney's fee added for collection, plus interest to accrue at 1.5 % per month following the default, plus court costs to be added.
3. The Mortgagor hereby agrees that the contract provisions hereinabove shall survive entry of a foreclosure judgment, and not be merged therewith or therein.


IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under the corporate seal as follows:

Chem-Fab Corp., a Delaware corporation

 By Jennifer Shaak, Vice-President

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUCKS, SS:
On this the 31st day of July, 1998, before me personally appeared Jennifer Shaak, who represented to me that she is the Vice-President of Chem-Fab, Corp., and duly authorized by the appropriate corporate resolution investing her with the full and complete power and authority to enter this binding mortgage on behalf of Chem-Fab, Corp., the Mortgagor, and who then voluntarily signed this instrument before me. In witness thereof I hereby set my hand and seal in my official capacity as a Notary Public of the Commonwealth of

Pennsylvania


Susan J. Korman
Deputy Recorder of Deeds

My commission expires 1/2002

BK1640 P0717

AR000569

98 JUL 31 AM 11:10

073071

DOCUMENT RECORDING
OFFICE OF BUCKS COUNTY

JUL 31 2007

Paul J. Kocot
RECORDER OF DEEDS



30 A
518
518

BK1640 0718

AR000570

Easements and Rights-of-Way

Deed Book

693

Page

2242



Bell of Pennsylvania
A Bell Atlantic Company

Building Entrance Facility Grant

2868
(Rev. 9/86)
Side 1

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, good and

valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Grantor(s),

CHEM FAB CORP
(CORP. XXXXXXXXXXXXXXXXXXXX)

hereby grant(s) unto said Telephone Company, its successors, assigns, Lessees and agents, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its entrance facilities to the Rate Demarcation Point (RDP) with associated terminals and other facilities (hereinafter referred to as utility facilities) required to provide telephone service to the various occupants of building known as _____

360A N. BROAD STREET

Located at 360A N. BROAD STREET

Municipality of DOYLESTOWN BOROUGH, County of BUCKS
Commonwealth of Pennsylvania with the right of access to and from said building to construct, maintain and remove said utility facilities.

The Grantor(s) being the owner(s) of record of the above mentioned Property also grants to Grantee the right of use and access on said Property outside said building as shown on exhibit "A" (which is attached hereto and made a part hereof) for the purpose of providing utility facilities to the R.D.P. of said building.

Said utility facilities shall be installed in a good and workmanlike manner by and at the expense of the said Telephone Company; but any subsequent relocation or removal of said utility facilities shall be done by said Telephone Company at the expense of the building owner unless such relocation or removal is caused by the Telephone Company.

P/N 08-005-001-001

R/W 03-93-005

Right of Way Agent:

IN WITNESS WHEREOF, _____ I _____ have hereunto set _____ My _____ hand(s)
and seal(s) this 13th day of June, A.D. 1993, at

300 N. BROAD ST. DOYLESTOWN, PA

(Post Office Address)

WITNESS OR ATTEST:

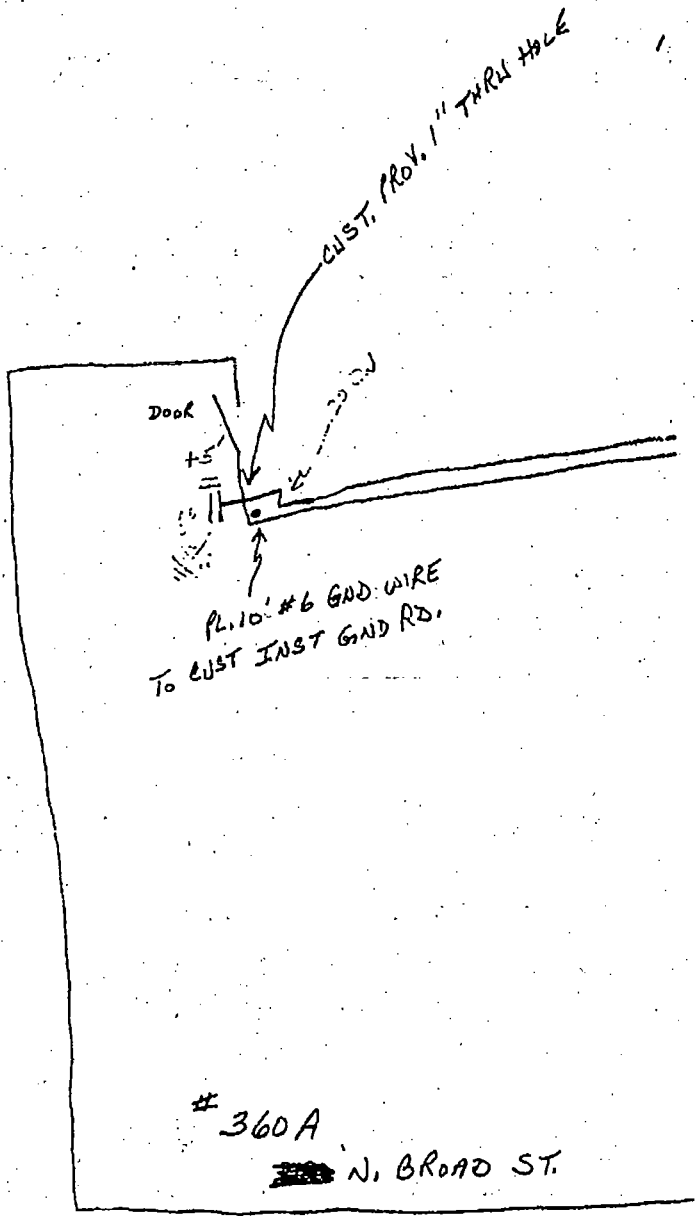
[Signature]

[Signature]
H. R. BECKER - PRESIDENT

BK0693 PC2242

AR000573

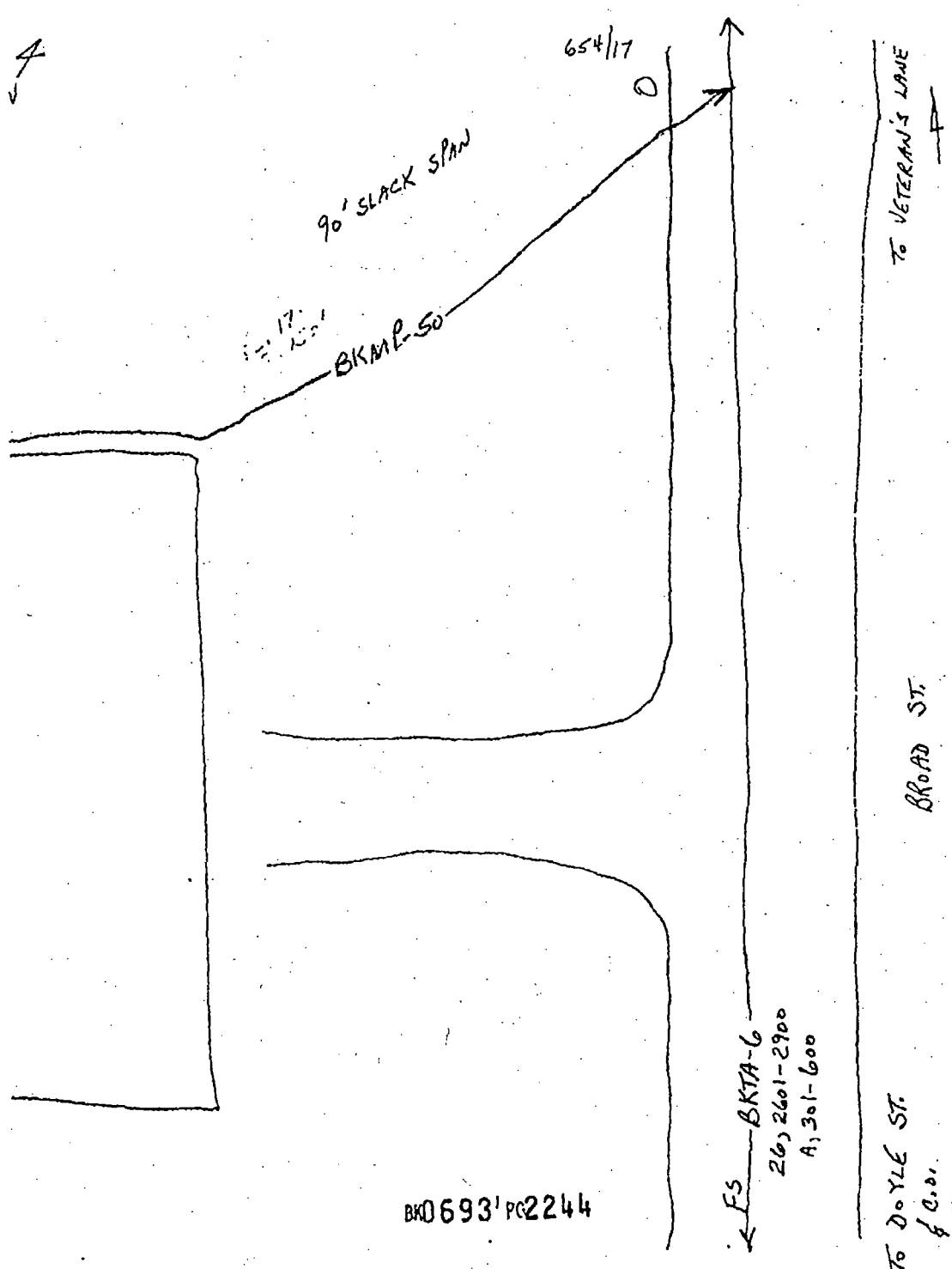
Electrical



360A
~~360~~ N. BROAD ST.

BK0693 PE2243

AR000574



BKD 693' PG 2244

<p>President: BOROUGH OF DOYLESTOWN COUNTY OF BUCKS STATE OF PENNSYLVANIA</p>	<p style="text-align: center;"> RIGHT OF WAY Indenture <small>From</small> CHEM FAB CORPORATION <small>To</small> THE BELL TELEPHONE COMPANY OF PENNSYLVANIA </p>

BR0693 PG2245

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared
the person whose name _____, known to me or satisfactorily proven to be
executed the same for the purposes therein contained, and acknowledged that

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF BUCKS

On this, the 23RD day of JUNE, 1993, before me
a Notary Public H.R. Becker, the undersigned officer, personally appeared
President of Chem Fab Corp., who acknowledged himself to be the
and that he as such the President, being authorized to do so, executed the foregoing instrument for
the purposes therein contained by signing the name of the corporation by himself as the President.

In Witness Whereof, I hereunto set my hand and official seal.

H.R. Becker

Title of Officer
My Commission Expires: _____

B.C.B.C.A. 510
Registry 344

Notarial Seal
Kathleen M. Blot, Notary Public
Horsham Twp., Montgomery County
My Commission Expires March 31, 1997
Member, Pennsylvania Association of Notaries

0000001-001



BK0693 PG2246

052976
JUN 23 93
RECORDED & INDEXED
REC'D BY: [unclear]

Odds and Ends: Mortgages and Satisfied Deeds

Parcels 8-5-1 and 9-9-46

Deed Book

4248

Page

1241

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2005001545

Satisfied On 1/4/2005 At 3:08:43 PM

* Total Pages - 2

* Instrument Type - MORTGAGE SATISFACTION

Invoice Number - 30309 User - CLL

* Mortgagor - PREMIER BK

* Mortgagee - TILLEY FAM PART L P

* Customer - PREMIER BANK

* FEES

RECORDING FEES \$35.50

TOTAL \$35.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
PREMIER BANK

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4248 Page: 1241



PREMIER BANK
P.O. Box 25091
Lehigh Valley, PA 18002-5091

PREMISES: 280 North Broad Street
Doylestown, PA 18901
County of Bucks

TO
Tilley Family Limited Partnership, LP

MORTGAGE SATISFACTION PIECE

MADE THIS 29th DAY OF October, 2004, A.D.
NAME OF MORTGAGOR(s) Tilley Family Limited Partnership, LP
NAME OF MORTGAGEE(s) PREMIER BANK
DATE OF MORTGAGE April 14, 1998
ORIGINAL MORTGAGE DEBT \$ 97,675.15
MORTGAGE RECORDED ON May 1, 1998, in the Office of the Recorder of Deeds of Bucks County,
Pennsylvania, in Mortgage Book 1580; Page 1479

MORTGAGE PREMISES: 280 North Broad Street
Doylestown, PA 18901
County of Bucks

Tax Parcel #8-5-1 & 9-9-46

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged. The undersigned hereby authorizes and empowers the recorder of said county to enter this satisfaction piece and to cause said mortgage to be satisfied of record.

Witness the due execution hereof with the intent to be legally bound.

Brenda K. Stasak
Brenda K. Stasak, Loan Servicing Manager
PREMIER BANK

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Northampton

On the 1 day of NOV, 2004, A.D. before me, the undersigned officer, personally appeared Brenda K. Stasak, who acknowledged herself to be the Loan Servicing Manager of PREMIER BANK a corporation, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as the Loan Servicing Manager.

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

Notary Public

Catherine L. Bird

Notarial Seal
Catherine L. Bird, Notary Public
Bethlehem Twp., Northampton County
My Commission Expires July 23, 2006
Member, Pennsylvania Association of Notaries

Deed Book

4201

Page

514

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2004146488

Satisfied On 11/24/2004 At 10:24:40 AM

* Total Pages - 2

* Instrument Type - MORTGAGE SATISFACTION

Invoice Number - 23117

User - SLL

* Mortgagor - PREMIER BK

* Mortgagee - TILLEY FAM LTD PART

* Customer - PREMIER BANK

* FEES

RECORDING FEES \$35.50

TOTAL \$35.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
PREMIER BANK

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Edward R. Gudknecht
Edward R. Gudknecht
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 4201 Page: 514

0083DA



AR000584

PREMIER BANK
 P.O. Box 25091
 Lehigh Valley, PA 18002-5091

PREMISES: 280 North Broad Street
 Doylestown PA 18901
 County of Bucks

TO
 Tilley Family Limited Partnership

MORTGAGE SATISFACTION PIECE

MADE THIS 13th DAY OF September, 2004, A.D.

NAME OF MORTGAGOR(s) Tilley Family Limited Partnership and

NAME OF MORTGAGEE(s) PREMIER BANK

DATE OF MORTGAGE March 28, 2000

ORIGINAL MORTGAGE DEBT \$ 150,000.00

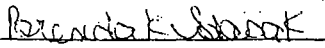
MORTGAGE RECORDED ON March 31, 2000, in the Office of the Recorder of Deeds of Bucks County, Pennsylvania, in Mortgage Book 2032, Page 0079

MORTGAGE PREMISES: 280 North Broad Street
 Doylestown PA 18901
 County of Bucks

Tax Parcel #8-5-1 & 9-9-46

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged. The undersigned hereby authorizes and empowers the recorder of said county to enter this satisfaction piece and to cause said mortgage to be satisfied of record.

Witness the due execution hereof with the intent to be legally bound.


 Brenda K. Stasak, Loan Servicing Manager
 PREMIER BANK

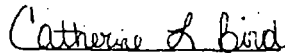
COMMONWEALTH OF PENNSYLVANIA

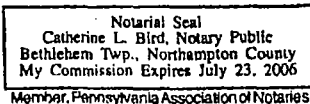
COUNTY OF Northampton

On the 15 day of Sept, 2004, A.D., before me, the undersigned officer, personally appeared Brenda K. Stasak, who acknowledged herself to be the Loan Servicing Manager of PREMIER BANK a corporation, and that she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as the Loan Servicing Manager.

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

Notary Public





Deed Book

3093

Page

1933

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Tilley Family Limited Partnership, LP with an address at 280 N. Broad Street, Doylestown, PA 18901, Parcel #8-5-1 & 9-9-46 (hereinafter referred to as "Assignor") in consideration of One Dollar (\$1.00) paid by PREMIER BANK, a Pennsylvania state banking corporation with offices at 379 North Main Street, Doylestown, Pennsylvania 18901-0818 (hereinafter referred to as "Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges, (a) which Assignor as lessor has and may have in any leases now existing or hereafter made and affecting the real property described in Exhibit "A" attached hereto (the "Property") or any part thereof, as such leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom, and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenants obligations under any of such leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and extended. Assignor will, on request of Assignee, execute assignments of any future leases affecting any part of such real property and assignments of any guaranties or surety agreements made in connection therewith.

1. This Assignment is made as security for: (a) the full, timely and faithful payment of all indebtedness evidenced by, and performance of all obligations of Assignor under the Note to Assignee in the original principal sum of \$ 85,000.00 of even date herewith; (b) other collateral documents in connection with the foregoing, including an Open-End Mortgage and Security Agreement (the "Mortgage") from Assignor to Assignee of even date herewith secured by a certain parcel of real property (the "Land"); and (c) such other obligations between the Assignor and Assignee as exists on the date hereof or as may hereinafter arise. The Note, Mortgage and other collateral documents, as amended, are hereinafter sometimes collectively referred herein to as the "Loan Documents." All capitalized terms not defined herein shall have the meaning attributed to such terms in the Loan Documents

2. The acceptance of this Assignment and the collection of rents or the payments under the leases or any sums under any guaranties or surety agreements hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of such Note. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of such Note, Assignor shall have the right to collect such rents, income and profits from the aforementioned leases, guaranties and surety agreements and to retain, use and enjoy the same, in trust to be applied first to payment of (a) real estate taxes and assessments upon the Property; (b) cost of maintaining the insurance policies on the Property required under the Mortgage; (c) maintenance and repair of the Property; and (d) the payment of all sums becoming due and payable under the Note and Mortgage before Assignor may use any portion of the rents, income or profits for any other purpose; provided, however, that even before an Event of Default occurs no rents more than one (1) month in advance shall be collected or accepted without the prior written consent of Assignee.

3. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

4. Assignor, upon the occurrence of an Event of Default under any of the terms and conditions of the Loan Documents, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents, income or profits accruing therefrom and from such leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or relet the Property or any part thereof, to cancel and modify leases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its sole discretion, may deem proper.

5. The receipt by Assignee of any rents, income or profits pursuant to this instrument after the institution of foreclosure or sale proceedings under the Mortgage shall not cure such Event of Default or affect such proceedings or any sale pursuant thereto.

6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of such leases, guaranties, surety agreements or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

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7. Assignor covenants and represents that: (a) it has title to, and full right to assign such leases, guaranties, surety agreements and the rents, income and profits due or to become due thereunder; (b) to the best of its knowledge, the terms of such leases, guaranties and surety agreements have not been changed from the terms in the copies of such leases, guaranties and surety agreements submitted to Assignee for approval; (c) to the best of its knowledge no other assignment of any interest therein has been made, except as set forth herein or in the Mortgage; (d) to the best of its knowledge, there are no existing defaults under the provisions thereof and none of such leases have been canceled; (e) it has not collected any of the rents, income and profits for a period of more than one (1) month in advance, and it shall not discount or compromise any of such rents, income or profits to become due; and (f) it will not hereafter cancel, surrender or terminate any of such leases, guaranties and surety agreements, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under such leases or guaranties or surety agreements without the prior written consent of Assignee, and with respect to modification of leases, such consent shall not be unreasonably withheld or delayed.

8. Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of such leases and to any guarantor of such leases. Assignor hereby consents to any such tenant or guarantor paying all rent, income and profits to Assignee following receipt by such tenant or guarantor of a notice from Assignee that Assignor is in Event of Default under the Note, Mortgage or this Assignment, and Assignor waives any right to demand from any such tenant or guarantor, payment to Assignor of such rent, income or profits after Assignee has sent any such notice to such tenant or guarantor.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms hereof and of the Loan Documents.

10. Default by Assignor under any of the terms of the leases assigned herein, beyond any applicable cure or grace period, shall be deemed a default under the terms hereof and of the Loan Documents. Any expenditure made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the rate payable upon default under the Note, shall become part of the debt secured by this Assignment and the Mortgage.

11. The full performance of the Mortgage and the duly recorded satisfaction or release of the Property described therein shall render this Assignment automatically void with respect to the Property or portion thereof described in any such satisfaction or release.

12. The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage.

13. The term "lease" shall mean and refer to any lease of all or any portion of the Property as well as any sublease of all or any portion of the Property and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Property. The term "rent" shall mean and refer to all rent, license fees or charges, concession fees or charges, and all other payments of any kind (including, without limitation, security deposits to the extent that they may be lawfully assigned, and all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise) with respect to the use, occupancy or utilization of all or any portion of the Property.

14. The Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property described herein and any assignee of the Mortgage referred to herein.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Leases and Rents to be executed this 12 day of November, 2002.

Tilley Family Limited Partnership, LP

By: Tilley Holding Company, Inc., General Partner

Witness/Attest:

By: Michelle A. Pedersen
Michelle A. Pedersen
Divisional Vice President

By: Donald L. Tilley
Donald L. Tilley, President
By: Nancy C. Tilley
Nancy C. Tilley, Secretary

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COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

On Nov 13, 2007, before me, the undersigned, personally appeared

Ronald R. Tolley + Nancy C. Tolley
known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged:

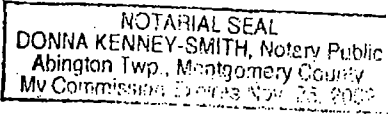
that he/she/they executed the same for the purposes therein contained and desire that it be recorded as such; or

that they are the President/Vice President and the Treasurer/Assistant Treasurer or Secretary/Assistant Secretary or General Partner of the corporation/partnership named in the foregoing instrument and that, in such capacities, being authorized so to do, executed the same for the purposes therein contained by signing the name and affixing the seal of the said corporation/partnership by themselves as such officers and desire that it be recorded as such.

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

Donna Kenney Smith
Notary Public

My Commission Expires:



BK3093PG1935

AR000589

EXHIBIT "A"

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide) said spike being a corner in remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. and being North 49 degrees 00 minutes West, a distance of 69.09 feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning South 40 degrees 12 minutes West along remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. 162.98 feet to a point an iron pin a corner in said remaining lands; thence still along remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. South 49 degrees 00 minutes East a distance of 40.00 feet to a point an iron pin a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 51.00 feet to a point an iron pin a corner of Lot Number 2 as shown on said Plan; thence along Lot Number 2 North 49 degrees 00 minutes West a distance of 194.58 feet to a point an iron pin a corner in line lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp. North 41 degrees 00 minutes East a distance of 213.96 feet to a point a spike in the center line of Broad Street; thence in and along the center line of Broad Street South 49 degrees 00 minutes East a distance of 151.65 feet to a spike a corner of remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. the point and place of BEGINNING.

BEING all of Lot Number 3 as shown on said Plan.

CONTAINING .7986 acres of land, more or less.

COUNTY PARCEL NUMBER: 8-5-1

PREMISES "B"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point an iron pin a corner of other lands now or late of the Doylestown Rivet and Machine Co., Inc. also being in line of lands now or late of Anna Yarmark and being South 40 degrees 12 minutes West passing through other lands now or late of Doylestown Rivet and Machine Co., Inc. a distance of 213.98 feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 602.83 feet to a point an iron pin a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plan Tract); thence along line of lands now or late of said "Plant" North 49 degrees 12 minutes West a distance of 216.67 feet to a point an iron pin a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet and Machine Co., Inc. North 40 degrees 12 minutes East a distance of 603.59 feet to a point an iron pin a corner in line of lands now or late of Chem-Fab Corp; thence partly along line of lands now or late of Chem-Fab Corp. and partly along line of lands of Lot Number 3 on said Plan, hereinabove described, South 49 degrees 00 minutes East a distance of 216.68 feet to a point an iron pin the point and place of BEGINNING.

BEING all of Lot Number 2 as shown on said Plan.

CONTAINING .3 acres of land, more or less.

BEING COUNTY PARCEL NUMBER: 9-9-46

BK 3093 PG 1936

AR000590

Inst.# 2003017109 - Page 4

2003 JAN 28 AM 9:24

017109

MAIL

James Lewis



BCBOA Registry
15th
M/M

RECORDED BY RECORDER
BUCKS COUNTY, PA

JAN 28 03

David R. Schubert
MAY 20 2003

BK3093PG1937

AR000591

17 33

Deed Book

2705

Page

2106

not insured

① 80127

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Tilley Family Limited Partnership LP with an address at 280 N. Broad Street, Doylestown, PA 18901, Parcel #8-5-1 & #9-9-46 (hereinafter referred as "Assignor") in consideration of One Dollar (\$1.00) paid by **PREMIER BANK**, a Pennsylvania state banking corporation with offices at 379 North Main Street, Doylestown, Pennsylvania 18901-0818 (hereinafter referred to as "Assignee"), hereby conveys, transfers and assigns unto Assignee, its successors and assigns, all the rights, interest and privileges, (a) which Assignor as lessor has and may have in any leases now existing or hereafter made and affecting the real property described in Exhibit "A" attached hereto (the "Property") or any part thereof, as such leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom, and (b) which Assignor has and may have by virtue of any guaranty or surety agreement with respect to the tenants obligations under any of such leases, as such guaranties or surety agreements may have been, or may from time to time be hereafter, modified and extended. Assignor will, on request of Assignee, execute assignments of any future leases affecting any part of such real property and assignments of any guaranties or surety agreements made in connection therewith.

1. This Assignment is made as security for: (a) the full, timely and faithful payment of all indebtedness evidenced by, and performance of all obligations of Assignor under the Note to Assignee in the original principal sum of \$ 730,000.00 of even date herewith; (b) other collateral documents in connection with the foregoing, including an Open-End Mortgage and Security Agreement (the "Mortgage") from Assignor to Assignee of even date herewith secured by a certain parcel of real property (the "Land"); and (c) such other obligations between the Assignor and Assignee as exists on the date hereof or as may hereinafter arise. The Note, Mortgage and other collateral documents, as amended, are hereinafter sometimes collectively referred herein to as the "Loan Documents." All capitalized terms not defined herein shall have the meaning attributed to such terms in the Loan Documents

2. The acceptance of this Assignment and the collection of rents or the payments under the leases or any sums under any guaranties or surety agreements hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of such Note. It is expressly understood and agreed by the parties hereto that before default occurs under the terms of such Note, Assignor shall have the right to collect such rents, income and profits from the aforementioned leases, guaranties and surety agreements and to retain, use and enjoy the same, in trust to be applied first to payment of (a) real estate taxes and assessments upon the Property; (b) cost of maintaining the insurance policies on the Property required under the Mortgage; (c) maintenance and repair of the Property; and (d) the payment of all sums becoming due and payable under the Note and Mortgage before Assignor may use any portion of the rents, income or profits for any other purpose; provided, however, that even before an Event of Default occurs no rents more than one (1) month in advance shall be collected or accepted without the prior written consent of Assignee.

3. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any State or Federal court, and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

4. Assignor, upon the occurrence of an Event of Default under any of the terms and conditions of the Loan Documents, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents, income or profits accruing therefrom and from such leases, to collect all or any sums due or becoming due under such guaranties and surety agreements, to let or relet the Property or any part thereof, to cancel and modify leases, guaranties and surety agreements, evict tenants, bring or defend any suits in connection with the possession of the Property in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its sole discretion, may deem proper.

5. The receipt by Assignee of any rents, income or profits pursuant to this instrument after the institution of foreclosure or sale proceedings under the Mortgage shall not cure such Event of Default or affect such proceedings or any sale pursuant thereto.

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6. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of such leases, guaranties, surety agreements or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

7. Assignor covenants and represents that: (a) it has title to, and full right to assign such leases, guaranties, surety agreements and the rents, income and profits due or to become due thereunder; (b) to the best of its knowledge, the terms of such leases, guaranties and surety agreements have not been changed from the terms in the copies of such leases, guaranties and surety agreements submitted to Assignee for approval; (c) to the best of its knowledge no other assignment of any interest therein has been made, except as set forth herein or in the Mortgage; (d) to the best of its knowledge, there are no existing defaults under the provisions thereof and none of such leases have been canceled; (e) it has not collected any of the rents, income and profits for a period of more than one (1) month in advance, and it shall not discount or compromise any of such rents, income or profits to become due; and (f) it will not hereafter cancel, surrender or terminate any of such leases, guaranties and surety agreements, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest under such leases or guaranties or surety agreements without the prior written consent of Assignee, and with respect to modification of leases, such consent shall not be unreasonably withheld or delayed.

8. Assignor hereby authorizes Assignee to give notice in writing of this assignment at any time to any tenant under any of such leases and to any guarantor of such leases. Assignor hereby consents to any such tenant or guarantor paying all rent, income and profits to Assignee following receipt by such tenant or guarantor of a notice from Assignee that Assignor is in Event of Default under the Note, Mortgage or this Assignment, and Assignor waives any right to demand from any such tenant or guarantor, payment to Assignor of such rent, income or profits after Assignee has sent any such notice to such tenant or guarantor.

9. Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms hereof and of the Loan Documents.

10. Default by Assignor under any of the terms of the leases assigned herein, beyond any applicable cure or grace period, shall be deemed a default under the terms hereof and of the Loan Documents. Any expenditure made by Assignee in curing such a default on Assignor's behalf, with interest thereon at the rate payable upon default under the Note, shall become part of the debt secured by this Assignment and the Mortgage.

11. The full performance of the Mortgage and the duly recorded satisfaction or release of the Property described therein shall render this Assignment automatically void with respect to the Property or portion thereof described in any such satisfaction or release.

12. The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage.

13. The term "lease" shall mean and refer to any lease of all or any portion of the Property as well as any sublease of all or any portion of the Property and any license, concession or other agreement with respect to the use, occupancy or utilization of all or any portion of the Property. The term "rent" shall mean and refer to all rent, license fees or charges, concession fees or charges, and all other payments of any kind (including, without limitation, security deposits to the extent that they may be lawfully assigned, and all payments made on account of operating expenses and real estate taxes and other similar items whether categorized as rent, additional rent or otherwise) with respect to the use, occupancy or utilization of all or any portion of the Property.

14. The Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property described herein and any assignee of the Mortgage referred to herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Leases and Rents to be executed this 2nd day of May, 2002.

Tilley Family Limited Partnership LP
By: Tilley Holding Co., Inc., General Partner

Witness/Attest:

By: Michelle A. Pedersen
Michelle A. Pedersen
Divisional Vice President

Donald L. Tilley President
Nancy C. Tilley Secretary
Donald L. Tilley Nancy C. Tilley
Donald L. Tilley Nancy C. Tilley

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and desire that it be recorded as such.

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

Notary Public

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

On the 2nd day of May, 2002, before me, the subscriber, a notary public in and for the Commonwealth and County aforesaid, personally appeared Donald L. Tilley who acknowledged himself/herself to be the President of Tilley Holding Company and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borrower by himself/herself as such officer.

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

NOTARIAL SEAL
DANIELLE B. GEIB, Notary Public
Northampton Twp., Bucks County
My Commission Expires September 19, 2005

Danielle B. Geib
Notary Public

My commission expires: _____

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ who acknowledged himself/herself/themselves to be Partners, and that he/she/they as such, being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the Partnership by himself/herself/themselves as Partners.

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

Notary Public

My commission expires: _____

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EXHIBIT "A"



2007 MAY 14 AM 6:12

055173

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machina Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to-wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide) said spike being a corner in remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. and being North 49 degrees 00 minutes West a distance of 59.09 feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning South 40 degrees 12 minutes West along remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. 162.98 feet to a point an iron pin a corner in said remaining lands; thence still along remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. South 49 degrees 00 minutes East a distance of 40.00 feet to a point an iron pin a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 51.00 feet to a point an iron pin a corner of Lot Number 2 as shown on said Plan; thence along Lot Number 2 North 49 degrees 00 minutes West a distance of 194.58 feet to a point an iron pin a corner in line lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp. North 41 degrees 00 minutes East a distance of 213.96 feet to a point a spike in the center line of Broad Street; thence in and along the center line of Broad Street South 49 degrees 00 minutes East a distance of 151.65 feet to a spike a corner of remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. the point and place of BEGINNING.

BEING all of Lot Number 3 as shown on said Plan.

CONTAINING .7986 acres of land, more or less.

COUNTY PARCEL NUMBER: 8-5-1



PREMISES "B"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to-wit:

BEGINNING at a point an iron pin a corner of other lands now or late of the Doylestown Rivet and Machine Co., Inc. also being in line of lands now or late of Anna Yarmark and being South 40 degrees 12 minutes West passing through other lands now or late of Doylestown Rivet and Machine Co., Inc. distance of 213.98 feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 602.81 feet to a point an iron pin a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plan Tract); thence along line of lands now or late of said "Plant" North 49 degrees 12 minutes West a distance of 216.67 feet to a point an iron pin a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet and Machine Co., Inc. North 40 degrees 12 minutes East a distance of 603.59 feet to a point an iron pin a corner in line of lands now or late of Chem-Fab Corp; thence partly along line of lands now or late of Chem-Fab Corp. and partly along line of lands of Lot Number 3 on said Plan, hereinabove described, South 49 degrees 00 minutes East a distance of 216.68 feet to a point an iron pin the point and place of BEGINNING.

BEING all of Lot Number 2 as shown on said Plan.

CONTAINING 3 acres of land, more or less.

BEING COUNTY PARCEL NUMBER: 9-9-46

Done - RJK

Samuel R. Richman Jr

THIS DOCUMENT RECORDED IN COUNTY OF BUCKS, PA

MAY 14 02

BK 2705 PG 2109

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BUCKS COUNTY

Inst.# 2002055173 - Page

Deed Book

2333

Page

276

SATISFACTION PIECE

Made this 20th Day of June, 2001

Name of Mortgagor: Tilley Family Limited Partnership, LP

Name of Mortgagee: PREMIER BANK

Name of Last Assignee: N/A

Date of Mortgage: November 3, 1998 Original Mortgage Debt: \$150,000.00

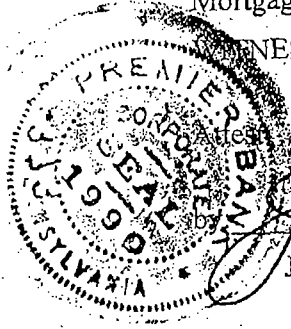
Mortgage Recorded On November 10, 1998 in the Office of the Recorder of Deeds of Bucks County, Pennsylvania, Mortgage Book: 1707 Page: 1911 assignment recorded on N/A in Mortgage Book N/A Page N/A

Brief Description or Statement of Location of Mortgaged Premises:
280 N. Broad Street, Doylestown Boro, Bucks County, PA

Tax Parcel # 8-5-1 and 9-9-46

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

IN WITNESS the due execution hereof.



John J. Gintley
John J. Gintley, Secretary

PREMIER BANK
by: Michelle A. Pedersen
Michelle A. Pedersen, Vice President

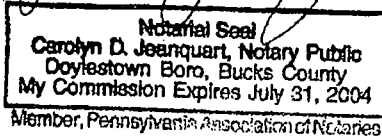
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF BUCKS :

On this 20th day of June, 2001 before me, the undersigned personally appeared Michelle A. Pedersen who acknowledged herself to be Vice President of PREMIER BANK, a corporation and that she as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Vice President.

IN WITNESS WHEREOF, I Hereunder set my hand and Notarial Seal.

Carolyn D. Jeanquart

My commission expires:



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2001 JUN 22 AM 11:05

054373

THIS DOCUMENT RECORDED
IN OFFICE OF REC'DS, PA

JUN 22 01

Edward R. Gulick
RECORDER OF DEEDS



CCBOA
Registry
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808

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BK2333 PG0277

AR000599

Deed Book

2032

Page

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PREMIER BANK

OPEN-END MORTGAGE

THIS MORTGAGE MADE THIS 28th day of March, ~~19~~2000, is between,
Tilley Family Limited Partnership
280 N. Broad Street, Doylestown, PA 18901, with an address of

(each jointly and severally, if more than one person, and hereinafter referred to as "Mortgagor") and Premier Bank, the Mortgagee ("Bank"), with a mailing address of 379 N. Main Street, Doylestown, PA 18901-0818.

In consideration for and to secure payment and performance to Bank of all of the Obligations, as that term is defined in subparagraphs (a) through (d) below, Mortgagor has granted, bargained, sold, conveyed, released, assigned, transferred, pledged, mortgaged and confirmed, and by these presents does hereby grant, bargain, sell, convey, release, assign, transfer, pledge, mortgage and confirm unto Bank, its successors and assigns, forever: ALL THAT CERTAIN real estate situated in the County of Bucks, Commonwealth of Pennsylvania, known and designated as 280 North Broad Street, Doylestown Boro, conveyed to

Mortgagor by Deed dated May 23, 1995, duly recorded in the office for recording of deeds in said County on August 23, 1995 at Deed Book 1108, Page 140, as the Premises are therein described and, if necessary, as more particularly described on ~~EXHIBIT XXXX attached hereto~~ and made a part hereof (hereinafter the "Premises"); Parcel Nos. 8-5-1 and 9-9-46

THE PREMISES SHALL INCLUDE all right, title and interest of Mortgagor in and to all present and future structures, buildings and improvements located thereon, together with all common areas, streets, lanes, alleys, passageways, passages, ways, water courses, strips and gores of land, easements, estates, rights, titles, interests, liberties, privileges, tenements, hereditaments and appurtenances, whatsoever thereunto belonging to or in any way made appurtenant thereto; all leases and subleases of all or any part of the Premises and rights of payment thereunder; the air space above and right to use the air space above, and the drainage, crops, timber, agricultural, horticultural, mineral, water, oil and gas rights with respect to the Premises, at law or in equity, all machinery, apparatus, equipment, furniture, fixtures, including without limitation, trade fixtures, goods, appliances and other property of every kind, nature and description whatsoever, now or hereafter located in, on or about, or attached to or used in connection with, the Premises, together with any and all replacements and substitutions thereof and all accessories, parts or accessions thereto now or hereafter owned by the Mortgagor or in which Mortgagor has or may obtain any interest, and all awards, damages, payments and/or claims arising out of any eminent domain or condemnation proceeding, damage or injury to any part of the Premises and/or any buildings, structures or improvements thereon (the Premises, together with all of the foregoing, is hereinafter referred to as the "Mortgaged Property");

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned and intended so to be, unto Bank, to its own use, forever.

PROVIDED, ALWAYS, that this instrument is upon the express condition that, if Mortgagor promptly satisfies all of the Obligations, as hereinafter defined, in accordance with the provisions of the Loan Documents, as hereinafter defined, and this Mortgage, at the times and in the manner specified, without deduction, fraud or delay, and if all the agreements, conditions, covenants, provisions and stipulations contained therein and in this Mortgage and in the Loan Documents are fully performed and complied with, then this Mortgage and the estate hereby granted shall cease, determine and become void.

As used in this Mortgage, "Obligations" means any or all of the following:

- (a) The indebtedness, liabilities and obligations of Mortgagor to Bank, including all present and future advances, arising under a certain Note dated March 28, ~~19~~2000, in the original principal amount of One Hundred Fifty Thousand and ----- 00/100 Dollars (\$150,000.00), plus interest, costs and charges thereon, and/or any amendment, modification, refinancing, renewal, substitution or extension of the Note (hereinafter the "Note"), and all other liabilities of Mortgagor to Bank described in any agreements, documents and instruments executed in connection therewith (hereinafter collectively referred to as the "Loan Documents");
- (b) All other existing and future indebtedness, liabilities and obligations of Mortgagor to Bank whether sole, joint or several, matured or unmatured, direct or indirect, absolute or contingent, of any nature whatsoever, and out of what ever transactions arising, including, without limitation, any debt, liability or obligation owing from Mortgagor to others which Bank may obtain by assignment or otherwise, excepting only any indebtedness constituting "Consumer Credit" as that term is defined in Regulation Z, 12 C. F. R. § 226.1 et seq.;
- (c) The costs of curing any Event of Default set forth in this Mortgage or in the Loan Documents which the Bank, in its sole discretion, elects to cure; and
- (d) The reasonable costs and expenses, including attorneys' fees incurred by Bank in preserving, protecting and/or enforcing any of the obligations of Mortgagor specified in (a), (b) and (c) above.

MORTGAGOR REPRESENTS, COVENANTS AND WARRANTS to and with Bank that, until the Obligations secured hereby are fully paid and performed:

1. **Payment and Performance.** Mortgagor shall pay to Bank in accordance with the terms of the Note, this

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- Mortgage and the other Loan Documents, the principal, interest and other sums therein and herein set forth and shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Note, this Mortgage and the Loan Documents.
2. **Warranty of Title.** Mortgagor warrants that Mortgagor possesses good and marketable fee simple title to the Premises, and has all power and authority to mortgage the Mortgaged Property to Bank and to grant a security interest therein in the manner set forth herein.
 3. **Maintenance of Mortgaged Property.** Mortgagor shall keep the Mortgaged Property, including all buildings and improvements now or at any time hereafter erected on the Premises and the sidewalks and curbs abutting them, in good order and condition and repair and shall abstain from and shall not permit the commission of waste of, in or about the Mortgaged Property.
 4. **Hazardous Substances.** Mortgagor will not permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Mortgaged Property.
 5. **Insurance.** Mortgagor shall keep the Mortgaged Property continuously insured against fire and such other hazards in such amounts as may be required by Bank from time to time. All policies of insurance shall be issued by companies acceptable to Bank, and shall contain a standard mortgagee clause, in favor of Bank, and shall provide for at least thirty (30) days prior written notice of cancellation or reduction in coverage to Bank, all of which policies are hereby assigned to Bank as additional security for the Obligations. If Bank shall become the owner of the Mortgaged Property or any part thereof by foreclosure or otherwise, such policies, including all right, title and interest of Mortgagor thereunder, shall become the property of Bank. At least thirty (30) days prior to the expiration date of any insurance policy, Mortgagor shall deliver to Bank satisfactory evidence of the renewal of such insurance and the payment of all premiums therefor. In the event of any loss, Mortgagor will give immediate notice thereof to Bank and Bank may make proof of loss on behalf of Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments under any such policies directly to Bank, instead of Bank and Mortgagor jointly, and Mortgagor hereby irrevocably appoints Bank as Mortgagor's attorney-in-fact to endorse in Mortgagor's name any checks or drafts issued thereon. Bank shall have the right to retain and apply the proceeds of any such insurance, at its reasonable election, to reduction of the Obligations, or to restoration and repair of the property damaged.
 6. **Taxes and Other Charges.** Mortgagor shall pay when due and before interest or penalties shall accrue thereon, all taxes, charges, assessments and other governmental charges of any kind whatsoever including electricity, water, and sewer rents, levied or assessed against the Mortgaged Property and will deliver receipts therefore to Bank upon request, and shall pay when due all amounts secured by any prior lien on the Mortgaged Property. If requested by Bank or upon an Event of Default, in addition to the monthly installment of principal and interest due to Bank, Mortgagor shall pay to Bank, on the payment date of said installments of principal and interest, until the Note is fully paid, a sum equal to one-twelfth (1/12) of the annual real estate taxes, other municipal assessments and the estimated annual premium for all insurance required hereunder, with an initial deposit to cover the months which will have elapsed between the last date such taxes, charges and premiums were due and payable and the first date on which an installment shall be due hereunder.
 7. **Inspection.** Bank and any persons authorized by Bank shall have the right at any time, upon reasonable notice to Mortgagor, to enter the Premises at a reasonable hour to inspect and photograph its condition and state of repair.
 8. **Declaration of No Set-Off.** Within one (1) week after request to do so by Bank, Mortgagor shall certify to Bank or to any assignee or proposed assignee of this Mortgage, in writing duly acknowledged, the amount of principal, interest and other charges then owing on the Obligations and on any obligations secured by prior liens upon the Mortgaged Property, if any, and whether there are any set-offs or defense against them.
 9. **Required Notices.** Mortgagor shall notify Bank promptly of the occurrence of any of the following:
 - (a) A fire or other casualty causing damage to all or any part of the Mortgaged Property;
 - (b) Receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property and Mortgagor hereby grants Bank an irrevocable power of attorney to appear and act for and on behalf of Mortgagor in any and all such proceedings;
 - (c) Receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property or any real property adjacent to the Mortgaged Property;
 - (d) A change in the occupancy of the Mortgaged Property;
 - (e) Receipt of any notice from the holder of any lien or security interest in all or any part of the Mortgaged Property; or
 - (f) Commencement of any litigation affecting the Mortgaged Property.
 10. **Mortgage and Liens.** Without the prior written consent of Bank, Mortgagor will not create or permit to be created or filed against the Mortgaged Property, any mortgage lien or other lien or security interest superior or inferior to the lien of this Mortgage.
 11. **No Transfer.** Without the prior written consent of Bank, Mortgagor will not cause nor permit any transfer of legal or equitable title to, beneficial interest in, or any estate or interest in the Mortgaged Property, or any part thereof, voluntarily or by operation of law, whether by sale, exchange, lease, conveyance, merger, consolidation, the granting of any lien or security interest or otherwise, or any agreement to do any of the foregoing.
 12. **Events of Default.** Any one or more of the following events shall constitute an Event of Default hereunder:
 - (a) Failure of Mortgagor to make any payment of principal or interest or any other sum promptly when due on any of the Obligations;
 - (b) Mortgagor's nonperformance of or noncompliance in any material respect with any other agreements, conditions, covenants, provisions or stipulations contained in the Note, this Mortgage or any of the Loan Documents;
 - (c) Any signature, statement, representation or warranty made in the Note, the Loan Documents or this Mortgage, or in any financial statement, certificate, application, request or other document furnished to Bank by Mortgagor at any time prior to, now or hereafter, is not true and correct in any material respect when made or delivered;
 - (d) The occurrence of any default under the Note or any of the Loan Documents;
 - (e) The commencement by or against any Mortgagor of any proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, the making by any Mortgagor of any general assignment for the benefit of creditors, the failure of any Mortgagor

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generally to pay debts as such debts become due, or the taking of action by any Mortgagor in furtherance of any of the foregoing; or

- (f) The transfer or sale of any part of the Mortgaged Property of any interest therein, without the Bank's prior written consent.
- (g) The filing of any mechanic's or materialman's lien or municipal claim against all or any portion of the Mortgaged Property which is not discharged, bonded or otherwise subject to a good faith defense properly filed within ten (10) days; or
- (h) The entry or filing of any judgement, lien encumbrance, notice of lien, attachment, levy or any other adverse charge against the Mortgaged Property or any portion thereof which is not discharged, bonded or otherwise subject to a good faith defense properly filed within ten (10) days.

13. Remedies of Bank.

(a) Upon the occurrence of any Event of Default, the entire unpaid balance of the Obligations, including interest as has accrued and as may thereafter accrue thereon, and all other sums secured by this Mortgage, shall become immediately due and payable, at the option of the Bank, without notice to or demand upon Mortgagor or any other person; and thereupon, in addition to all other rights or remedies available under the Note or any of the Loan Documents, or at law or in equity, Bank may:

- (i) forthwith bring an action of mortgage foreclosure hereon, and may proceed to judgment and execution to recover the balance due on the Obligations and any other sums that may be due thereunder, including attorney's fees, costs of suit and costs of sale to the extent, if any, provided in the Obligations and permitted by law; and
- (ii) enter into possession of the Premises, with or without legal action, lease the same, collect all rents and profits therefrom and, after deducting all costs of collection and administrative expenses, apply the net rents and profits to the payment of taxes and other necessary maintenance and operational costs (including agents' fees and attorney's fees) or on account of the Obligations, in such order and in such amounts as Bank in its sole discretion may elect, and Bank shall be liable to account only for rents and profits actually received by Bank; and

(b) Upon the occurrence of any Event of Default, Mortgagor hereby authorizes and empowers any attorney or any clerk of any court of record to appear for and confess judgement in ejectment against Mortgagor for possession of the Premises, without stay of execution, without declaration, and with costs of suit and attorney's fees. To the extent permitted by law, Mortgagor hereby waives and releases all errors and defects whatsoever in any such proceedings. If after such action has been commenced the same shall remain in or be restored to Mortgagor and/or to its, his, her or their successors for any reason, Bank shall have the right for the same default or any subsequent default to again appear for and again confess judgement in ejectment for possession of the Premises as aforesaid. Bank may bring an action in confession of judgement before or after the institution of foreclosure proceedings upon this Mortgage, or after judgement thereon, or on any of the Obligations or after the sale of the Premises at any sheriff's sales. The authority and power to appear for and enter judgement by confession in enactment for possession of the Premises against Mortgagor shall not be exhausted by the initial exercise thereof, and the same may be exercised, from time to time, as often as Bank shall deem necessary and desirable, and this Mortgage shall be a sufficient warrant therefore. In the event that any judgment by confession in

ejectment entered hereunder is stricken or opened upon application by or on Mortgagor's behalf for any reason whatsoever, Bank is hereby authorized and empowered to again appear for and confess judgement in ejectment for possession of the Premises; subject, however, to the limitation that such subsequent entry or entries of judgment by Bank following any proceeding to open or strike may only be done to cure any errors or defects in such proceedings, and only to the extent that such defects are subject to cure in such later proceedings.

(c) Any real estate sold hereunder or on any other judicial proceedings, may be sold in one or more parcels, in such order and manner as Bank, in its sole discretion, may elect.

14. **Rights and Remedies Cumulative.** The rights and remedies of Bank as provided in the Note, this Mortgage and the Loan Documents shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor, against the Mortgaged Property, or any other person liable hereunder or thereunder, at the sole discretion of Bank, and may be exercised as often as occasion therefore shall arise. The failure of Bank to exercise any right or remedy on any one or more occasions shall in no event be construed as a waiver or release thereof.

15. **Mortgagor's Waivers.** Mortgagor hereby waives and releases to the extent permitted by law:

- (a) All errors, defects and imperfections in any proceeding instituted by Bank under the Note or this Mortgage, and/or the Loan Documents;
- (b) All benefits that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale on execution, or providing for any stay of execution, exemption from civil process or extension of time for repayment; and

(c) Unless specifically required herein, all notices of Mortgagor's default or of Bank's election to exercise, or Bank's actual exercise of any option under the note or this Mortgage.

16. **Future advances.** Without limiting any other provisions of this Mortgage, this Mortgage shall also secure additional loans or advances hereafter made by Bank to or on behalf of Mortgagor. Nothing contained herein shall impose any obligation on the part of Bank to make any such additional loan(s) to Mortgagor.

17. **Communications.** All communications required or permitted to be given under this Mortgage, to be effective, shall be in writing, and shall be hand delivered or sent by registered mail, postage prepaid, return receipt requested, addressed to the addresses set forth above or at such other address as the addressess may hereafter designate in writing in the manner herein provided.

18. **Severability.** If for any reason whatsoever, any part of this Mortgage shall be declared void or invalid, by operation of law or otherwise, in any jurisdiction, then as to such jurisdiction only, such part shall be void and the remaining provisions of this Mortgage shall remain in all other respects valid and enforceable, and such invalidity shall not invalidate or render unenforceable such provision in any other jurisdiction.

19. **Binding Effect-Amendment.** This Mortgage is binding upon and shall inure to the benefit of Mortgagor and Bank, and their respective successors and assigns. This Mortgage may not be changed or amended except by agreement in writing signed by the party against whom enforcement of the change or amendment is sought.

20. **Applicable Law.** The validity, construction, meaning and effect of the provisions of this Mortgage shall be governed and determined by and under the laws of the Commonwealth of Pennsylvania.

BN2032 PC0081

AR000603

IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal the day and year first above written. This instrument is intended to constitute an instrument under seal.

(INDIVIDUALS SIGN BELOW)

Name

Name

Name

Name

(CORPORATIONS OR PARTNERSHIP SIGN BELOW)

Tilley Family Limited Partnership, LP
Name of Corp. or Partnership
By: Tilley Holding Company, Inc. GP
By: Donald L. Tilley Title President
By: Nancy C. Tilley Title Secretary
ATTEST Nancy C. Tilley, Secretary Affix Corp. Seal

2000 MAR 31 9 32

The undersigned, being authorized to do so, hereby certifies that the precise address of the within name Mortgagee is 379 N. Main Street, Doylestown, Pennsylvania 18901-0818.

By: _____
MAP
By: DLT
DLT

The undersigned hereby acknowledges receipt without cost of a true and correct copy of the within instrument.

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUCKS

SS

On March 28, 2000, before me, the undersigned, personally appeared Donald L. Tilley and Nancy C. Tilley

known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged:

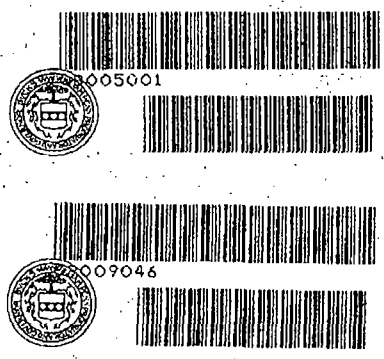
- that he/she/they executed the same for the purposes therein contained and desire that it be recorded as such; or
- that they are the President/Vice President and the Treasurer/Assistant Treasurer or Secretary/Assistant Secretary or General Partner of the corporation/partnership named in the foregoing instrument and that, in such capacities, being authorized so to do, executed the same for the purposes therein contained by signing the name and affixing the seal of the said corporation/partnership by themselves as such officers and desire that it be recorded as such.

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

Notary Public

My Commission Expires:

Notarial Seal
Carolyn D. Jeanquart, Notary Public
Doylestown Boro, Bucks County
My Commission Expires July 31, 2000
Member, Pennsylvania Association of Notaries



B.C.B.O.A. 5.50
Registry 88B

B#2032 PC0082

AR000604

Deed Book

1108

Page

207

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS THAT Tilley Family Limited Partnership, L.P. (herein after called "Assignor"), in consideration of One Dollar (\$1.00) paid Assignor by PREMIER BANK (hereinafter called "Assignee"), hereby absolutely and unconditionally conveys, transfers and assigns unto Assignee its successors and assigns, all the rights, interest and privileges which Assignor as lessor has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof, as said rents may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom. Assignor will, on requests of Assignee, execute assignments of any future leases affecting any part of such real property.

This Assignment is made as an additional security for the payment of a certain note the ("Note") and mortgage (the "Mortgage") (and all extensions or modifications thereof) made by Assignor to Assignee in the sum of FIVE HUNDRED THOUSAND AND 00/100- - - - - (\$500,000.00)

with interest, of even date herewith covering real property situated in Bucks, Pennsylvania and described as set forth in Exhibit "A" attached hereto and more particularly described in the Mortgage (the "Property").

The acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of Assignee under the terms of such Note and Mortgage. Notwithstanding that this is a present, absolute and unconditional assignment it is expressly understood and agreed by the parties hereto that before default occurs under the terms of such Note and Mortgage, Assignor shall have the right to collect such rent, income and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before default occurs no rents more than two months in advance shall be collected or accepted without the prior written consent of Assignee.

Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the lessees in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

Assignor, in the event of default in the performance of any of the terms and conditions of such Note and Mortgage, hereby authorizes Assignee, at its option, to enter and take possession of the Property and to manage and operate the same, to collect all or any rents accruing therefrom and from such leases, to let or re-let the Property or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection

RI 108 140207

AR000606

Assignment of Rents and Leases
Page Two

with the possession of the Property in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of the Property as Assignee, in its discretion, may deem proper.

The receipt by Assignee of any rents, issues or profits pursuant to this Assignment after the institution of foreclosures or sale proceedings under the Mortgage shall not cure such default or affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of such leases, and Assignor hereby agrees to indemnify Assignee for, and to save it harmless from, any and all liability arising from any of such leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of the Property upon Assignee, or make Assignee responsible or liable for any negligence in the management, operation, upkeep repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or other person.

Assignor covenants and represents that Assignor has title to, and full right to assign such leases and the rents, income and profits due or to become due thereunder; that the terms of such leases have not been changed from the terms in the copies of such leases submitted to Assignee for approval; that no other assignments of any interest therein has been made, except as set forth herein; that there are no existing defaults under the provisions thereof, and that Assignor will not hereafter cancel, surrender or terminate any of such leases, exercise any option which might lead to such termination, or change, alter or modify them, or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of Assignee.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at a time to any tenant under any of such leases.

Violation of any of the covenants, representations and provisions contained herein by Assignor shall be deemed a default under the terms of the Note or Mortgage.

Default by Assignor under any of the terms if the leases assigned herein shall be deemed a default under the terms of the Note and Mortgage. Any expenditures made by Assignee curing such a default on Assignor's behalf, with interest thereon at the rate payable upon default under the Note, shall become part of the debt secured by this Assignment.

AKI 108 PG020.

AR000607

Assignment of Rents and Leases
Page Three

The full performance of the Mortgage and the duly recorded satisfaction, release or reconveyance of the Property described therein shall render this Assignment automatically void with respect to the Property or portion thereof described in any such satisfaction, release or reconveyance.

The net proceeds collected by Assignee, after reimbursement of expenses incurred by Assignee, under the terms of this Assignment shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Mortgage.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property described herein any assignee of the Mortgage referred to herein.

IN WITNESS WHEREOF, Assignor, intending to be legally bound hereby, has duly executed this Assignment, under seal, the 23rd day of May, 1995.

TILLEY FAMILY LIMITED PARTNERSHIP, L.P.

By: Donald L. Tilley
Donald L. Tilley, General Partner
Tilley Holding Company, Inc.
By: Donald L. Tilley, Resident

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF BUCKS

On _____ before me, the undersigned, personally appeared _____ known to me or satisfactorily proven to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained and desire that it be recorded as such.

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

My commission expires:

BK1 108 PG0209

AR000608

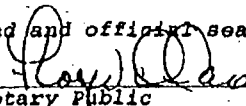
COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF BUCKS

On this 23 day of May, 1995, before me, the undersigned, personally appeared Donald L. Tallen who, acknowledged himself/herself to be the President of T. Allen Holdings Company, Inc. a PA Corporation and that he/she as such, being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the Corporation by himself/herself as President.

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



Notary Public

My commission expires:

PK1108 PG0210

AR000609

SCHEDULE "C"

NUMBER: SA-15626

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide) said spike being a corner in remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. and being North 49 degrees 00 minutes West, a distance of 69.09 feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning South 40 degrees 12 minutes West along remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. 162.98 feet to a point an iron pin a corner in said remaining lands; thence still along remaining lands now or late of the Doylestown Rivet and Machine Co., Inc. South 49 degrees 00 minutes East a distance of 40.00 feet to a point an iron pin a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 51.00 feet to a point an iron pin a corner of Lot Number 2 as shown on said Plan; thence along Lot Number 2 North 49 degrees 00 minutes West a distance of 194.58 feet to a point an iron pin a corner in line lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp. North 41 degrees 00 minutes East a distance of 213.96 feet to a point a spike in the center line of Broad Street; thence in and along the center line of Broad Street South 49 degrees 00 minutes East a distance of 151.65 feet to a spike a corner of remaining lands now or late of the Doylestown Rivet and Machine Company, Inc. the point and place of BEGINNING.

BEING all of Lot Number 3 as shown on said Plan.

CONTAINING .7986 acres of land, more or less.

COUNTY PARCEL NUMBER: 8-5-1

(Continued)

PK1108 PG0211

AR000610

SCHEDULE "C" - Continued

NUMBER: SA-15626

PREMISES "B"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co., Inc. Tract made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974 and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point an iron pin a corner of other lands now or late of the Doylestown Rivet and Machine Co., Inc. also being in line of lands now or late of Anna Yarmark and being South 40 degrees 12 minutes West passing through other lands now or late of Doylestown Rivet and Machine Co., Inc. a distance of 213.98 feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning along line of lands now or late of "Yarmark" South 40 degrees 12 minutes West a distance of 602.83 feet to a point an iron pin a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plan Tract); thence along line of lands now or late of said "Plant" North 49 degrees 12 minutes West a distance of 216.67 feet to a point an iron pin a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet and Machine Co., Inc. North 40 degrees 12 minutes East a distance of 603.59 feet to a point an iron pin a corner in line of lands now or late of Chem-Fab Corp; thence partly along line of lands now or late of Chem-Fab Corp. and partly along line of lands of Lot Number 1 on said Plan, hereinabove described, South 49 degrees 00 minutes East a distance of 216.68 feet to a point an iron pin the point and place of BEGINNING.

BEING all of Lot Number 2 as shown on said Plan.

CONTAINING 3 acres of land, more or less.

BEING COUNTY PARCEL NUMBER: 9-9-46

PREMISES "A" AND "B" BEING THE SAME PREMISES WHICH Bucks County Industrial Development Authority, by Deed dated 3/1/1990 and recorded 11/12/1992 in the Office for the Recorder of Deeds in and for the County of Bucks, and Commonwealth of Pennsylvania in Deed Book Volume LR 563, Page 2288, granted and conveyed unto INERTIAL MOTORS CORPORATION, grantor/mortgagor herein.

(Continued)

PK 108 PG 0212

AR000641

SCHEDULE "C" - Continued

NUMBER: SA-15826

PREMISES "C"

ALL THAT CERTAIN lot or piece of ground, with the buildings and improvements thereon, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, described according to a Final Plan of Tilley Tract, prepared by Frank O. Kiminski, Registered Surveyor, Doylestown, Pennsylvania dated November 21, 1977, recorded in Bucks County in Plan Book 164 page 3, more fully described as follows, to wit:

BEGINNING at a point in the centerline of Broad Street (T-350) said point also being a corner of Lot Number 2 on said Plan which point is measured on a course of South 49 degrees 01 minutes East 871.72 feet from its point of intersection with the centerline of Shady Retreat Road; thence extending from said beginning point continuing along the centerline of Broad Street South 49 degrees 01 minutes East 377.96 feet to a point in line of lands now or late of Cottrell; thence extending along the same the six (6) following courses and distances, viz: (1) South 41 degrees 00 minutes West 213.96 feet to a point; (2) North 49 degrees 00 minutes West 62.00 feet to a point; (3) South 39 degrees 39 minutes West 199.49 feet to a point; (4) North 50 degrees 50 minutes West 100.52 feet to a point; (5) South 57 degrees 44 minutes West 75.00 feet to a point; (6) North 50 degrees 50 minutes West 168.85 feet to a point in line of Lot Number 2 aforementioned; thence extending along the same North 37 degrees 32 minutes 30 seconds East 494.63 feet to the first mentioned point and place of BEGINNING.

BEING ALL of Lot Number 1 as shown on the aforementioned Plan.

CONTAINING 3.524 acres.

BEING COUNTY PARCEL NUMBER: 9-9-43

BEING THE SAME PREMISES WHICH Donald L. Tilley and Nancy C. Tilley, husband and wife, by Deed dated February 11, 1993 and recorded March 3, 1993 in the office for the Recorder of Deeds of Bucks County in Land Record Book 626 page 2107, granted and conveyed unto Donald L. Tilley and Nancy C. Tilley, husband and wife.

(Continued)

1108 PG0213

AR000612

SCHEDULE "C" - Continued

NUMBER: SA-15826

PREMISES "D"

ALL THAT CERTAIN message or tract of land situated in the Township of Doylestown, County of Bucks and State of Pennsylvania according to a Survey and Plan made on June 14, 1949 by W. O. Weisel & Son, Civil Engineers and Surveyors of Doylestown, Pennsylvania bounded and described as follows, to wit:

BEGINNING at an iron pin in the centerline of a public road known as Dutch Lane in line of lands of Harry M. Smith (448.7 feet Northwest of an iron rail monument a Borough Corner); thence by lands about to be conveyed to Leroy Henning along the centerline of a lane or driveway (which us to be used jointly with the said Henning); (1) South 49 degrees 13 minutes West 126.64 feet to a corner; (2) by a curve to the right having a radius of 131.57 feet for a distance of 83.05 feet to a corner; (3) South 85 degrees 23 minutes West 49.64 feet to a corner; (4) by a curve to the left having a radius of 99.84 feet for a distance of 76.09 feet to a corner; (5) South 41 degrees 43 minutes West 186.57 feet to a corner; (6) by a curve to the left having a radius of 60.00 feet for a distance of 60.04 feet to a corner; (7) South 15 degrees 37 minutes East 7.58 feet to an iron pipe a corner; thence leaving said lane or driveway but still by the said lands to be conveyed to Henning South 55 degrees 08 minutes West 285.2 feet to an iron pipe a corner in a line of lands owned by the Borough of Doylestown (on which a sewage disposal plant is located); thence along line thereof North 49 degrees 12 minutes West 229.96 feet to an iron pipe in a heap of stones a corner; thence still by the said lands of the Borough of Doylestown South 62 degrees 10 minutes West 205.55 feet to an old corner stone; thence by lands conveyed to Wynne James, Jr. by Aurà B. Owen North 39 degrees 54 minutes East 518.33 feet to an iron pipe a corner; thence by remaining lands of Wynne James, Jr. (of which the within described premises was a part) the six (6) following courses and distances: (1) South 50 degrees 50 minutes 204.95 feet to an iron pipe a corner; (2) North 57 degrees 44 minutes East 75.00 feet to an iron pipe a corner; (3) South 50 degrees 50 minutes East 100.52 feet to an iron pipe a corner; (4) (partly along the face of a stone wall) North 39 degrees 39 minutes East 199.49 feet to an iron pipe a corner; (5) South 49 degrees East 62.00 feet to an iron pipe a corner; (6) North 41 degrees East 213.96 feet to an iron pipe a corner in the aforesaid centerline of Dutch Lane; thence along the centerline thereof by lands of Harry M. Smith South 49 degrees East 86.16 feet to the place of BEGINNING.

CONTAINING 3.524

BEING COUNTY PARCEL NUMBER: 9-9-44.

(Continued)

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INMENT RECORDS
OFFICE OF BUCKS COUNTY

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Deeks

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3K1108 P0215

AR000614

Deed Book

601

Page

1482

After recording return to:
Joseph J. Dougherty, Esquire
1450 Boot Road, Building 400
West Chester, Pennsylvania 19380

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made this 21st day of December, 1992, between Inertial Motors Corporation, a Pennsylvania corporation with a mailing address of 280 North Broad Street, Doylestown, Pennsylvania 18901 (hereinafter "Mortgagor") and Logan Coal and Timber Association, 25 Darby Road, Paoli, Pennsylvania 19301 (hereinafter "Mortgagee").

W I T N E S S E T H:

Mortgagor has executed and delivered to Mortgagee a Loan Agreement and Promissory Note ("Note") in the principal amount \$200,000.00 with interest thereon at the rate and times, in the manner and according to the terms and conditions specified in the Note, of even date herewith, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the indebtedness of Borrower, and as security for the payment to Mortgagee by Borrower of the principal with interest and all other sums provided for in the Note of even date herewith, including any extensions, amendments or modifications thereof, and in the Loan Agreement, Assignment of Leases, Rents and Profits and Borrower's Certificate (the Loan Documents) in connection therewith, Mortgagor has granted, conveyed, bargained, sold, aliened, enfeoffed, released, confirmed, and mortgaged and by these presents does hereby grant, convey, bargain, sell, alien, enfeoff, release, confirm and mortgage unto Mortgagee a first lien priority on all that certain real estate being 280 North Broad Street, Doylestown, Pennsylvania 18901, county parcel #8-5-1 and Lot #2, county parcel #9-9-46, both of which are more fully described in Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all of Mortgagor's right, title and interest now owned or hereafter acquired in:

(1) All buildings and improvements now or hereafter erected on, under or over the Land (the "Improvements"); the Land and Improvements being hereinafter collectively referred to as the "Real Estate"; and

(2) All fixtures, appliances, machinery, furniture and equipment of any nature whatsoever, now or at any time hereafter installed in, attached to, or situated in or upon the Real Estate, and any Improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of any Improvements now or hereafter erected thereon, or in the operation and maintenance of any such Improvement, plant or business situate thereon, whether or not the personal property is or shall be actually affixed thereto, and all replacements,

SK0601 11432

AR000616

substitutions, accretions and proceeds of the foregoing (being collectively referred to hereinafter as "Fixtures") including, without limitation, all furnishings, furniture, equipment, appliances, lighting, heating, ventilation, security, air conditioning, sprinkling and plumbing equipment and fixtures, gas and electric fixtures, radiators, heaters, ranges, stoves and screen windows, shutters, doors, decorations, awnings, shades, blinds, and trees, shrubbery and other plantings; all building materials, building machinery and building equipment delivered on site to the Real Estate or any portion thereof during the course of, or in connection with the construction of, or reconstruction of, or remodeling of any buildings and improvements, from time to time during the term hereof; and all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and

(3) Any and all tenements, hereditaments and appurtenances belonging to the Real Estate, and all streets, alleys, passages, ways, water courses, and all leasehold estates, easements and covenants now existing or hereafter created for the benefit of the Real Estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity, of Mortgagor in and to the Real Estate or any part thereof; and

(4) All "Proceeds" of the foregoing which term shall have the meaning given to it in the Uniform Commercial Code of the state in which the Real Estate is located and shall additionally include, but not be limited to, whatever is received upon the use, lease, sale, exchange, collection, or other utilization or any disposition of any of the foregoing voluntary or involuntary, whether cash or non-cash, and including without limitation, proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

All of the above-mentioned real estate, buildings, improvements, fixtures, machinery, furniture, equipment, tenements, hereditaments, and appurtenances, and other property interests are sometimes collectively referred to herein as the "Mortgaged Property".

TO HAVE AND TO HOLD the Mortgaged Property hereby conveyed or mentioned or intended so to be, unto Mortgagee, to its own use forever.

PROVIDED, ALWAYS, and this instrument is upon the express condition that, if Mortgagor pays to Mortgagee the Indebtedness, the interest thereon and all other sums payable by Mortgagor to Mortgagee as are secured hereby, in accordance with the provisions of the Note and Loan Documents (the "Obligations"), at the times and in the manner specified without deduction, fraud, or delay, and

FD 50: 161433

Mortgagor shall have performed and complied in all respects with the agreements, conditions, covenants, stipulations, terms and provisions of this Mortgage and Loan Documents, then this Mortgage and the estate hereby granted shall cease and become void.

1. WARRANTY OF TITLE. Mortgagor warrants that they have good and marketable fee simple absolute title to the Mortgaged Property subject only to those exceptions to title more particularly described in a title report C-948-675 dated , issued by Commonwealth Title Insurance Company to Mortgagee, and that this Mortgage is and will remain a valid and enforceable first lien on the Mortgaged Property subject only to the Permitted Encumbrances. Mortgagor has full power and lawful authority to subject the Mortgaged Property to the lien of this Mortgage. Mortgagor shall preserve such title, and will forever warrant and defend same to Mortgagee and will forever defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever excepting only those claiming under or through the Permitted Encumbrances. Mortgagor shall make, execute, acknowledge and deliver all such further or other deeds, documents, instruments or assurances and cause to be done all such further acts and things as may at any time hereafter be required by Mortgagee to confirm and fully protect the lien and priority of this Mortgage.

2. MORTGAGOR'S COVENANTS: Until the entire indebtedness secured by this Mortgage is fully paid, Mortgagor covenants and agrees:

(a) Mortgagor shall pay or cause to be paid to Mortgagee, in accordance with the terms of the Obligations and this Mortgage and any other documents and agreements secured by this Mortgage, the principal thereof and interest thereon, and any other sums therein set forth; shall perform and comply with our cause to be performed and complied with all the agreements, conditions, covenants, provisions and stipulations of the Obligations, this Mortgage and any other documents or agreements executed in connection with the Obligations or any other obligations secured hereunder; and shall timely perform all of its obligations and duties under any lease, easement agreement, license, permit, approval, covenant or other agreement relating to, affecting, created for the benefit of or used in connection with the operation of all or any portion of the Mortgaged Property now or hereafter in effect.

(b) Mortgagor shall pay, when due and payable and before interest and penalties are due thereon, all taxes, water and sewer rents, assessments and all other charges or claims, which may be assessed or levied upon the Mortgaged Property at any time, by any lawful authority, and which by an present or future law may have priority over the Obligations and the other sums secured by this Mortgage either in lien or in distribution out of the proceeds of any judicial sale, and shall produce upon Mortgagee's request on or before the last day upon which they may be paid without penalty or interest, receipts of the current year for the payment of all such taxes, water and sewer rents, assessments, charges and claims.

(c) Mortgagor shall maintain insurance on the Mortgaged Property of such kinds, in such amounts, and with such companies as are satisfactory to Mortgagee; and if said insurance or any part thereof shall expire, or be withdrawn, or become void by breach of any condition thereof by Mortgagor, or become void or unsafe by reason of the failure or impairment of the capital of any such company with which said insurance may then be placed, or if for any other reason said insurance shall become unsatisfactory to Mortgagee, Mortgagor shall effect new insurance on said Mortgaged Property satisfactory to Mortgagee. Mortgagor shall pay, as they become due, all premiums for such insurance and lodge with Mortgagee, as further security for the indebtedness secured hereby, all policies therefor, with standard mortgagee clauses attached in favor of and acceptable to Mortgagee. In event of loss, Mortgagor will give immediate notice by mail to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Mortgagor hereby directs any insurance company to pay directly to Mortgagee any moneys which may become payable under such insurance, including return of unearned premiums, such moneys to be applied in whole or in part at the option of Mortgagee to the unpaid balance of the indebtedness secured hereby or to the repair of the property damaged; and Mortgagor appoints Mortgagee as attorney-in-fact to endorse any draft therefor. Receipt by Mortgagee of any proceeds less than the full amount of the then outstanding indebtedness shall not alter or modify Mortgagor's obligation to continue to pay the installments of principal, interest and other charges specified in the Obligations and in this Mortgage. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor to any insurance policies then in force covering the Mortgaged Property shall pass to the transferee of the Mortgaged Property.

(d) Mortgagor shall maintain the Mortgaged Property in good repair, order and condition; shall not commit or suffer waste with respect thereto; shall not remove from the Mortgaged Property fixtures, appliances and equipment of any nature covered by the lien of this Mortgage or the security interest created hereby without having obtained the prior written consent of Mortgagor; shall not make, install or permit to be made or installed, any alterations, additions, improvements, fixtures, appliances or equipment of any nature to or in the Mortgaged Property without obtaining the prior written consent of Mortgagee which consent Mortgagee hereby reserves the right to refuse to grant. Mortgagor shall permit Mortgagee, or its agents, at any reasonable times to enter upon the mortgaged real estate and the buildings and improvements thereon erected for the purpose of inspecting and appraising the Mortgaged Property.

(e) Mortgagor and its tenants under lease shall comply with all applicable laws, ordinances and regulations relating to the Mortgaged Property, including with limitation all "Environmental Laws." For purposes of this paragraph, the term "Environmental Laws" shall mean any federal, state or local statute, act, law, ordinance, rule, regulation or order pertaining to the environment,

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whether now or hereafter enacted, including without limitation:

- (1) The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Section 9601 (14), as amended by the Superfund Amendments and Re-Authorization Act of 1986 (Publ. L. No. 99499, 100 Stat. 1613 (1986) ("SARA"));
- (2) The Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sections 1801, et. seq. ("HMTA");
- (3) The Resource Conservation Act, 42 U.S.C. Section 6901 et. seq. ("RCRA");
- (4) Toxic Substances Control Act, 15 U.S.C. Section 2601 et. seq. ("TSCA");
- (5) The Clean Water Act, 33 U.S.C. Section 407 et. seq. ("CWA");
- (6) The Clean Air Act, 42 U.S.C. Section 7901 et. seq. ("CAA");
- (7) The Pennsylvania Clean Streams Law ("CSL") 35 Pa. C.S.A. Section 691.1 et. seq.;
- (8) The Pennsylvania Solid Waste Management Act ("SWMA") 35 Pa. C.S.A. Section 6018.101 et. seq.;
- (9) The Pennsylvania Hazardous Sites Clean Up Act ("HSCA") 35 Pa. C.S.A. Section 6020.101 et. seq.;
- (10) The Pennsylvania Storage Tank and Spill Prevention Act ("STSPA") 35 Pa. C.S.A. Section 6021.101 et. seq.

Mortgagor on behalf of themselves and their tenants under lease, warrants and represents that: (i) No hazardous substance not properly contained, hazardous waste, residual waste, toxic substance or solid waste, as those terms are defined in any Environmental Law (hereinafter referred to as "Hazardous Substance") is present on the Mortgaged Property; (ii) There is no asbestos or asbestos containing material on the Mortgaged Property; (iii) There is no radon gas or radon agency progeny contamination above the acceptable limits set forth in any Environmental Law or established by the United States Environmental Protection Agency; (iv) Mortgagor has not been identified in any litigation, administrative proceedings or investigations as a responsible party for any liability under any Environmental Law; (v) No portion of the Mortgaged Property constitutes a wetland or other "water of the

United States" for purposes of Section 404 of CWA, or any similar area regulated under any state law; (vi) No portion of the Mortgaged Property constitutes a flood plain or other flood hazard as defined pursuant to, if the Mortgaged Property or any part hereof is situate in the Commonwealth of Pennsylvania, the Pennsylvania Flood Plain Management Act, Pa. Stat. Ann. tit. 32 Sections 679.101 to .601 (Purdon Supp. 1987); (vii) If the Mortgaged Property or any part is thereof situate in the State of Pennsylvania, Mortgagor or the previous owners of the Mortgaged Property has filed a registration questionnaire on all underground storage tanks located at or on the Mortgaged Property in accordance with the Pennsylvania Storage Tank and Spill Prevention Act and has provided Mortgagee with evidence of same. "Underground storage tank" shall have the definition as set forth in 35 Pa. C.S.A. Section 6021.102. None of the underground storage tanks located at or in the Mortgaged Property have discharged Hazardous Substances into the environment.

Mortgagor shall promptly provide Mortgagee with copies of all notices received by or prepared by Mortgagor in connection with any Environmental Law. For purpose of this paragraph, the term "notice" shall mean any summons, citation, directive, order, claim, pleading, application, filing, report, findings, declarations, or other materials pertinent to compliance with such Environmental Law.

Mortgagor on behalf of themselves and their tenants, covenant that they shall not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Mortgaged property and will not cause, suffer, allow or permit anyone to do so in violation of any Environmental Law. Mortgagor hereby indemnifies and agrees to hold Mortgagee, its employees, agents, officers and directors harmless from and against all loss, liability, damage, expense and costs (including reasonable attorneys' fees) contingent or otherwise, arising out of Mortgagor's breach of the representations and covenants of this Article, including any such loss, liability, damage, expense or cost suffered by Mortgagee. The foregoing indemnification shall survive foreclosure or satisfaction of this Mortgage or the acceptance by Mortgagee of the deed in lieu of foreclosure.

(f) Mortgagor shall notify Mortgagee promptly upon receiving any notice of commencement of any proceedings for the condemnation of the Mortgaged Property, and shall permit Mortgagee to participate in such proceedings and to receive all proceeds payable to Mortgagor as an award or in settlement up to the amount of the indebtedness secured hereby. Receipt by Mortgagee of any proceeds less than the full amount of the then outstanding indebtedness shall not alter or modify Mortgagor's obligation to continue to pay the instalments of principal, interest and other charges specified in the Obligations and in this Mortgage.

(g) Without prior written consent of Mortgagee, Mortgagor shall not create or cause or permit to exist any lien on the Mortgaged Property other than the Permitted Exceptions. Any

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violation of the foregoing limitation shall be deemed, at the option of the Mortgagee, an event of default hereunder, and under the other Loan Documents.

(h) Mortgagor shall perform every obligation of the lessor and enforce every obligation of the lessee in every lease demising all or any portion of the Mortgaged Property, and shall not modify, alter, waive or cancel any such lease or any part thereof, nor anticipate for more than one month, any rents that may be collectible under any such lease nor assign any such lease or any such rents other than to Mortgagee.

(i) If Mortgagee shall become a party, either as plaintiff or defendant, to any suit or legal proceeding affecting the lien on or security interest in the Mortgaged Property, Mortgagor shall pay to Mortgagee on demand its costs, expenses and reasonable attorneys fees in such suit or proceeding.

(j) In the event of default hereunder or under the Obligations, Mortgagor shall pay to Mortgagee on demand, its costs and expenses in connection with the curing of any such default, the collection of the sums secured hereby, or obtaining possession of the Mortgaged Property, including but not limited to, costs of any title search and reasonable attorneys fees.

(k) Mortgagor shall complete and, within a reasonable time, shall pay for any construction which is commenced at any time on the Mortgaged Property, free of any mechanics liens or other liens.

3. SECURITY INTEREST: This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Property which might otherwise be deemed "personal property". Upon filing this Mortgage in the office of the recorder of deeds in and for Bucks County, Pennsylvania, this Mortgage shall also be effective as a financing statement filed as a fixture filing in such office. Mortgagor shall execute, deliver, file and refile any financing statements, continuation statements or other security agreements that Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver and file such instruments for and on behalf of Mortgagor. All costs of such filing and refiling shall be paid by Mortgagor. Mortgagor shall not change its principal place of business without giving Mortgagee at least thirty (30) days prior written notice thereof, which notice shall be accompanied by new financing statements executed by Mortgagor in the same form as the financing statements delivered to Mortgagee on the date hereof except for the change of address. Upon any event of default hereunder or under the Obligations, Mortgagee shall have in addition to any other rights and remedies hereunder or under the Obligations, all of the rights and remedies granted to a secured party under the Uniform Commercial Code with respect to all personal property.

4. MORTGAGEE'S OPTIONAL ADVANCE: In the event Mortgagor shall fail to pay taxes, water and sewer rents, assessments, charges, claims, costs, expenses or fees or fails to maintain insurance, or to make all necessary repairs to the Mortgaged Property, all as hereinbefore provided, Mortgagee may, at Mortgagee's sole option and without notice to Mortgagor, advance sums on behalf of Mortgagor in payment of said taxes, water and sewer rents, assessments, charges, claims, costs, expenses, fees, insurance and repairs, which repairs Mortgagor hereby authorizes Mortgagee to make, without prejudice to the right of enforcement of the Obligations, or the other remedies of Mortgagee as herein set forth, by reason of the failure of Mortgagor to make payment of the same; and all such sums so advanced by Mortgagee shall be added to and become a part of the indebtedness secured hereby, and repayment thereof, with interest thereon at the lower of a rate 5% per annum above the highest rate extant under the Obligations on the date of such default or the highest aggregate rate of interest permitted by law, from the dates of their respective expenditures, may be enforced by Mortgagee against Mortgagor at any time.

5. ADDITIONAL LIENS: Mortgagee may, at its sole option, declare the entire unpaid balance of the principal of and the accrued interest on the Obligations and all other sums secured by this Mortgage immediately due and payable if any lien or encumbrance of any type, whether voluntary or involuntary, shall be permitted to be filed or entered against the Mortgaged Property without the prior written consent of Mortgagee, unless Mortgagor shall have it removed of record within twenty-five (25) days after it is filed or entered by paying it, having it bonded in a manner that removes it of record or otherwise having it removed of record.

6. TRANSFER OF TITLE: Mortgagee may, at its sole option, declare the entire unpaid balance of the principal of and the accrued interest on the Obligations and all other sums secured by this Mortgage immediately due and payable if Mortgagor, without the prior written consent of Mortgagee, shall cause or permit, to the extent it may do so, any transfer of title to or beneficial interest in the Mortgaged Property or any part thereof, voluntarily or by operation of law (other than by execution on the Obligations or foreclosure under this Mortgage); or any issuance or transfer of stock in Mortgagor if Mortgagor is a corporation, or of interests in Mortgagor or Mortgagor is a partnership or joint venture, whether by sale, exchange, conveyance, merger, consolidation or otherwise.

7. DEFAULT AND REMEDIES: In the event of default in payment of any installment of principal and/or interest on the date on which it shall fall due in accordance with the provisions of the Obligations or in the performance of any of the terms, agreements or covenants contained in the Note or in this Mortgage or in any other documents or agreements executed in connection with the Note or secured by this Mortgage, or if a custodian, receiver, liquidator or trustee of Mortgagor or of any of its property shall be appointed, or Mortgagor shall be insolvent, or make an assignment for the benefit of creditors, or a petition for the

bankruptcy, reorganization or arrangement of Mortgagor shall be filed by or against Mortgagor pursuant to the Federal Bankruptcy Code or any similar federal or state statute (and, in the case of any such petition filed against Mortgagor, such petition is not dismissed within sixty days), or if any proceeding for the dissolution or liquidation of Mortgagor shall be instituted, then Mortgagee may forthwith and without further delay:

(a) institute an action of mortgage foreclosure against the Mortgaged Property, or take such other action at law or in equity for the enforcement hereof and of the Obligations as they may allow, and may proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rates stipulated in the Obligations to the date of default, and thereafter at the rate of ten (10%) percent per annum, together with all other sums due by Mortgagor in accordance with the provisions hereof and of the Obligations, including all sums which may have been loaned by Mortgagee to Mortgagor or Borrower after the date of this Mortgage, and all sums which may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, insurance or repairs to the Mortgaged Property, all costs of suite and an attorney's commission for collection, including, but not limited to, any fees and costs incurred in a federal bankruptcy proceeding, together with interest on any judgment obtained by Mortgagee at the rate ten (10%) percent per annum or the highest aggregate rate of interest permitted by law, from and after the date of any Sheriff's Sale until actual payment is made by the Sheriff of the full amount due Mortgagee; and/or

(b) enter into possession of the Mortgaged Property, with or without legal action, and by force, if necessary, collect all rents, issues and profits therefrom and, after deducting all costs of collection (including reasonable attorneys fees) and administration expense, apply the net rents, issues and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Property, or on account and in reduction of the principal and/or interest hereby secured, in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect; and for said purpose Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases of the Mortgaged Property whether now existing or hereafter created, as well as all rights and remedies provided in such lease or leases for the collection of said rents; and Mortgagor hereby authorizes and empowers any attorney or attorneys of any Court of the Commonwealth of Pennsylvania or elsewhere to appear for Mortgagor and as attorney for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Property, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ of possession may immediately issue for the possession of the Mortgaged Property, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant. Mortgagee may bring such amicable action in ejectment before or after the

institution of foreclosure proceedings upon this Mortgage, or after judgment thereon or on the Obligations, or after a Sheriff's Sale of the Mortgaged Property.

8. REMEDIES CUMULATIVE: The remedies of Mortgagee as provided herein, or in the Obligations, and all warrants herein and in the Obligations contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together against Mortgagor and/or the Mortgaged Property at the sole discretion of Mortgagee, and such warrants shall not be exhausted by any exercise thereof but may be exercised as often as occasion therefore shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver of release of the same.

9. WAIVERS: Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage, as well as all benefit that might accrue to Mortgagor by virtue of any present or future laws exempting the Mortgaged Property, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment. Mortgagor irrevocably, as an independent covenant, waives a jury trial and the right thereto in any action or proceeding between Mortgagor and Mortgagee whether hereunder or otherwise.

10. COSTS: If (a) Mortgagee becomes a party to any suit or proceeding affecting the Mortgaged Property or title thereof, the lien created by this Mortgage or Mortgagee's interest therein, (b) Mortgagee has engaged counsel to prepare or review the Obligations, this Mortgage or any other documents securing the Obligations as a condition precedent to the granting of the loan evidenced by the Obligations and whose fees and costs Mortgagor has agreed to pay as a condition of Mortgagee's commitment to make the loan, (c) Mortgagee incurs any expenses to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or the Obligations whether or not it engages counsel, Mortgagor shall pay, on demand, Mortgagee's costs and expenses including, but not limited to, its reasonable counsel fees, whether or not suit is instituted, with interest at the then highest rate set forth in the Obligations, and until paid they shall be deemed to be part of the indebtedness evidenced by the Obligations and secured by this Mortgage.

11. SEVERABILITY, MAXIMUM INTEREST: If any provision of this Mortgage is held to be invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Mortgage shall remain in full force and effect and shall be liberally construed in favor of Mortgagee in order to effect the provisions of this Mortgage. In addition, in no event shall the rate of interest under the Obligations exceed the maximum rate of interest permitted to be charged by the applicable law (including the choice of law rules) and any interest paid in excess of the permitted rate shall be refunded to Mortgagor. Such refund shall be made by application of the excessive amount of interest paid to any sums outstanding

under the Obligations and shall be applied in such order as Mortgagee may determine. If the excessive amount of interest paid exceeds the sums outstanding under the Obligations, the portion exceeding the said sums outstanding under the Obligations shall be refunded in cash by Mortgagee. Any such crediting or refund shall not cure or waive any default by Mortgagor hereunder or under the Obligations. Mortgagor agrees, however, that in determining whether or not any interest payable under the Obligations or this Mortgage exceeds the highest rate permitted by law, any non-principal payment (except payments specifically stated in the Obligations to be "interest"), including without limitation prepayment premiums and late charges, shall be deemed to the extent permitted by law, to be an expense, fee, premium or penalty rather than interest.

12. NOTICES: Any notice, demand or request under this Mortgage or the Obligations shall be in writing, and shall be delivered by personal service or shall be sent by postage prepaid, first class mail addressed, if to Mortgagor or Mortgagee, at the respective address set forth in the heading of this Mortgage, or at such address as the addressee may designate in writing. Each notice, demand or request hereunder shall be deemed given on the date it is delivered, in the case of personal service, or the date it is deposited with the Postal Service, in the case of first class mail.

13. AMENDMENTS: This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

14. GOVERNING LAW: This Mortgage shall be governed by and construed according to the substantive laws of the Commonwealth of Pennsylvania.

15. BINDING EFFECT: The words "Mortgagor" and "Mortgagee" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of Mortgagor and Mortgagee; and if there shall be more than one Mortgagor, the obligation of each shall be joint and several.

16. DECLARATION OF NO SET-OFF: Within ten (10) days after requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this Mortgage or participant in the Indebtedness, in a writing duly acknowledged, the amount of principal, interest and other charges then owing on the Indebtedness and Obligations secured by this Mortgage and whether there are set-offs or defenses against them.

17. REQUIRED NOTICES: Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Mortgaged Property;
- (b) receipt of notice of condemnation of the Mortgaged

Property;

(c) receipt of notice from any Governmental Authority relating to the structure, use or occupancy of the Mortgaged Property;

(d) receipt of any notice from any tenant or occupant of all or any portion of the Mortgaged Property;

(e) substantial change in the occupancy of the Mortgaged Property;

(f) commencement of any litigation directly affecting the Mortgaged Property;

(g) the discovery, discharge or release of any Hazardous Material for which Mortgagor is or may be responsible under any Applicable Environmental Laws; or

(h) the existence of any event or condition which presents a risk of creating material liability in Mortgagor under ERISA (Public Law 93-406, as amended).

18. CAPTIONS: The captions preceding the text of the paragraphs or subparagraphs of this Mortgage are inserted only for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

19. MORTGAGOR ACKNOWLEDGMENT: Mortgagor hereby acknowledges and represents that he has had the assistance of legal counsel in connection with his review of this Mortgage, and has read and fully understands all of the provisions, terms and conditions of this Mortgage and all of the rights and obligations of Mortgagor and Mortgagee hereunder.

20. RECEIPT OF COPY: Mortgagor acknowledges receipt of a conformed copy of the Note and this Mortgage.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage under seal the day and year first above mentioned.

Inertial Motors Corporation,

Attest

By: _____
President

Corporate Seal

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CERTIFICATE OF ADDRESS OF MORTGAGEE

Logan Coal and Timber Association, Mortgagee within named,
hereby certifies that its principal place of business is at 25
Darby Road, Paoli, Pennsylvania 19301.

Logan Coal and Timber Association

By: Rodman E. Thompson, Jr.
Rodman E. Thompson, Jr.

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Bucks :

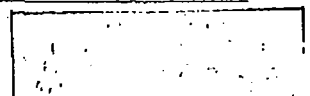
SS.

On this, the 21st day of December, 1992,
before, me, undersigned notary public, personally appeared
ROBERT M. HYATT who acknowledged
themselves to the President and Secretary of Inertial Motors
Corporation, a ~~Pennsylvania~~ Pennsylvania business corporation and the persons
who did execute the foregoing instrument for the purposes therein
contained.

WITNESS my hand and official seal the day and year
aforesaid.

James P. Lee
Notary Public

My Commission Expires:



Inertial.M&S

ATTACHED TO AND FORMING PART OF REPORT OF TITLE

NO: DTA 33001/C-948-675
.....

DESCRIPTION and RECITAL

Premises "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co. Inc. Tract, made by Weigel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in the Office of Recorder of Deeds, Bucks County in Plan 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide), said spike being a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc. and being North 49 degrees 00 minutes West, a distance of 69.06 feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning, South 40 degrees 12 minutes West, along remaining lands now or late of the Doylestown Rivet and Machine Co. Inc., 162.98 feet to a point, an iron pin, a corner in said remaining lands; thence still along said remaining lands now or late of the Doylestown Rivet and Machine Co. Inc., South 49 degrees 00 minutes East, a distance of 40.00 feet to a point, an iron pin, a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark", South 40 degrees 12 minutes West, a distance of 51.00 feet to a point, an iron pin, a corner of Lot No. 2 as shown on said Plan; thence along Lot No. 2, North 49 degrees 00 minutes West a distance of 194.58 feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp., North 41 degrees 00 minutes East, a distance of 213.96 feet to a point, a spike in the center line of Broad Street; thence in and along the center line of Broad Street, South 49 degrees 00 minutes East, a distance of 151.65 feet to a spike, a corner of remaining lands now or late of the Doylestown Rivet and Machine Co. Inc., the point and place of beginning,

BEING all of Lot No. 3 as shown on said Plan.

CONTAINING .7986 acres of land, more or less.

COUNTY PARCEL NUMBER 8-5-1

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ATTACHED TO AND FORMING PART OF REPORT OF TITLE

NO: DTA 33001/C-948-675
.....

DESCRIPTION AND RECITAL
(continued)

Premises "B"

ALL THAT CERTAIN lot or tract of land with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet and Machine Co. Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in the Office of the Recorder of Deeds, Bucks County, in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point, an iron pin, a corner of other lands now or late of the Doylestown Rivet and Machine Co. Inc., also being in line of lands now or late of Anna Yarmark and being South 40 degrees 12 minutes West, passing through other lands now or late of Doylestown Rivet and Machine Co. Inc., a distance of 213.98 feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning, along line of lands now or late of "Yarmark", South 40 degrees 12 minutes West, a distance of 602.83 feet to a point, an iron pin, a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plant Tract); thence along line of lands now or late of said "Plant", North 49 degrees 12 minutes West, a distance of 216.67 feet to a point, an iron pin, a corner in remaining lands now or late of the Doylestown Rivet and Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet and Machine Co. Inc., North 40 degrees 12 minutes East, a distance of 603.59 feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence partly along line of lands now or late of Chem-Fab Corp. and partly along line of lands of Lot No. 3 on said Plan, hereinabove described, South 49 degrees 00 minutes East, a distance of 216.68 feet to a point, an iron pin, the point and place of beginning.

BEING all of Lot No. 2 as shown on said Plan.

CONTAINING 3 acres of land, more or less.

COUNTY PARCEL NUMBER 9-9-46

Premises "A" and "B"

BEING the same premises which Doylestown Rivet and Machine Co. Inc., a PA Corp., by Deed dated 8/29/1974 and recorded in Bucks County in Deed Book 2139 page 780 conveyed unto Bucks County Industrial Development Authority, in fee.

AND it is the intention of this conveyance to terminate the Installment Sales Agreement between Bucks County Industrial Development Authority and Inertial Motors Corp., a Memorandum thereof dated 8/29/1974 and recorded in Deed Book 2139 page 420, another Memorandum thereof dated 6/19/1980 and recorded in Deed Book 2387 page 1026 and an Installment Sales Agreement dated 6/19/1980 and recorded in Deed Book 2508 page 1040.

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DEPARTMENT OF REVENUE

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Deed Book

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TERMINATION AGREEMENT

THIS AGREEMENT, made this 6th day of February, 1990, by and between BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (hereinafter "Authority") and INERTIAL MOTORS CORP. (hereinafter "Buyers"), and BUCKS COUNTY BANK AND TRUST COMPANY, a Pennsylvania banking institution with its principal place of business at Seventh and Chestnut Streets, Perkasie, Pennsylvania (hereinafter "LENDER").

WHEREAS, the Authority entered into an Installment Sale Agreement dated on August 29, 1974, a Memorandum of which said Installment Sale Agreement was recorded in the Office of the Recorder of Deeds in and for Bucks County in Deed Book 2139 at page 420; and

WHEREAS, the Authority entered into an Installment Sale Agreement dated June 19, 1980, recorded in the Bucks County Recorder of Deeds Office in Deed Book 2508 at page 1040; and a Memorandum of which said Installment Sale Agreement was recorded in the Bucks County Recorder of Deeds Office in Deed Book 2387 at page 1026.

WHEREAS, the Authority, Buyer and Lender entered into an Assignment of Leases dated October 30, 1987 ("Assignment"), which Assignment is recorded in the Office of the Recorder of Deeds in and for Bucks County in Deed Book 2791, at page 959; and

WHEREAS, the Authority, Buyer and Lender desire to cancel and forever terminate the aforementioned Agreement and Assignment and to discharge each other from their respective obligations to perform.

NOW THEREFORE, with the foregoing recitals being hereinafter incorporated by reference and deemed an essential part hereof, and intending to be legally bound hereby, and for good and sufficient consideration, the receipt whereof is herein noted and hereby acknowledged, the parties mutually agree as follows:

1. The aforementioned Agreement and Assignment, together with all amendments and riders, if any, are hereby cancelled as of the signing of this Agreement.

0X0153 PCL 906

AR000634

2. Each of the parties hereby releases and discharges the other from their respective obligations and liabilities (financial or otherwise) under their Agreements, whether to be kept, observed or performed in the past, at present or in the future.

3. This Agreement shall extend to and bind the parties hereto and their respective heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the parties hereto do execute this Agreement the day and year first above written.

WITNESS:

BUCKS COUNTY INDUSTRIAL DEVELOPMENT
AUTHORITY

By: Henry W. Fowler (SEAL)
Chairman

(SEAL)

Attest: Marcia B. Banoff (SEAL)
Secretary

INERTIAL MOTORS CORP

By: Robert J. Dunlap (SEAL)
President

(SEAL)

Attest: Doreen A. Kozlowski (SEAL)
Secretary

BUCKS COUNTY BANK AND TRUST COMPANY

By: Chris P. Blum

Attest: Cynthia D. Steich
CYNTHIA D. STEICH, ASSISTANT SECRETARY

PREMISES "A"

ALL THAT CERTAIN tract of land with the buildings and improvements thereon erected, situate in the Borough of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co. Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a spike in the center line of Broad Street (50 feet wide), said spike being a corner in remaining lands of the Doylestown Rivet & Machine Co. Inc. and being North forty-nine degrees, no minutes West, a distance of sixty-nine and six one-hundredths feet from the point of intersection formed by the center line of Atkinson Drive (width not shown on Plan) with the center line of Broad Street; thence from said point of beginning, South forty degrees twelve minutes West, along remaining lands of the Doylestown Rivet & Machine Co. Inc., one hundred sixty-two and ninety-eight one-hundredths feet to a point, an iron pin, a corner in said remaining lands; thence still along said remaining lands of the Doylestown Rivet & Machine Co. Inc., South forty-nine degrees, no minutes East, a distance of forty and no one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Anna Yarmark; thence along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of fifty-one and no one-hundredths feet to a point, an iron pin, a corner of Lot No. 2 as shown on said Plan; thence along Lot No. 2, North forty-nine degrees, no minutes West, a distance of one hundred ninety-four and fifty-eight one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence along line of lands now or late of Chem-Fab Corp., North forty-one degrees, no minutes East, a distance of two hundred thirteen and ninety-six one-hundredths feet to a point, a spike in the center line of Broad Street; thence in and along the center line of Broad Street, South forty-nine degrees, no minutes East, a distance of one hundred fifty-one and sixty-five one-hundredths feet to a spike, a corner of remaining lands of the Doylestown Rivet & Machine Co. Inc., the point and place of beginning.

BEING all of Lot No. 3 as shown on said Plan.

CONTAINING seventy-nine hundred eighty-six ten-thousandths Acres of Land, more or less.

COUNTY PARCEL 8-5-1

DK0153 PA1908

EXHIBIT A

AR000636

PREMISES "B"

ALL THAT CERTAIN lot or tract of land with the buildings and improvements thereon erected, situate in the Township of Doylestown, County of Bucks and Commonwealth of Pennsylvania, as shown on Final Plan of Doylestown Rivet & Machine Co. Inc. Tract, made by Weisel and Gilmore Associates, Surveyors and Engineers, Doylestown, Pennsylvania, dated March 11, 1974, and revised April 2, 1974 and recorded in Office of Recorder of Deeds, Bucks County in Plan Book 122 page 41 and described as follows, to wit:

BEGINNING at a point, an iron pin, a corner of other lands now or late of the Doylestown Rivet & Machine Co. Inc. about to be conveyed to Inertial Motors Corporation, also being in line of lands now or late of Anna Yarmark and being South forty degrees, twelve minutes West, passing through other lands of Doylestown Rivet & Machine Co.

Inc., a distance of two hundred thirteen and ninety-eight one-hundredths feet from a steel axle in the center line of Broad Street (50 feet wide); thence from said point of beginning, along line of lands now or late of "Yarmark", South forty degrees, twelve minutes West, a distance of six hundred two and eighty-three one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of the Borough of Doylestown (Sewage and Disposal Plant Tract); thence along line of lands now or late of said "Plant", North forty-nine degrees, twelve minutes West, a distance of two hundred sixteen and sixty-seven one-hundredths feet to a point, an iron pin, a corner in remaining lands now or late of the Doylestown Rivet & Machine Co. Inc.; thence along line of remaining lands of the Doylestown Rivet & Machine Co. Inc., North forty degrees, twelve minutes East, a distance of six hundred three and fifty-nine one-hundredths feet to a point, an iron pin, a corner in line of lands now or late of Chem-Fab Corp.; thence partly along line of lands now or late of Chem-Fab Corp., and partly along line of lands of Lot No. 3 on said Plan, hereinabove described, South forty-nine degrees, no minutes East, a distance of two hundred sixteen and sixty-eight one-hundredths feet to a point, an iron pin, the point and place of beginning.

BEING all of Lot No. 2 as shown on said Plan.

CONTAINING three Acres of Land, more or less.

COUNTY PARCEL NUMBER 9-9-46

BEING the same premises which Doylestown Rivet & Machine Co., Inc., a Pennsylvania corporation, by Indenture bearing even date herewith and about to be recorded in the Office for the Recording of Deeds in and for the County of Bucks at Doylestown, Pennsylvania, granted and conveyed unto Bucks County Industrial Development Authority, in fee.

BRO 153 PG 909

AR000637

2615-04-89

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF BUCKS

On this 1st day of February, 1989, before me, a Notary Public, personally appeared T. DANIEL SCHMALBUCH who acknowledged himself to be the President of INERTIAL MOTORS CORP., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said INERTIAL MOTORS CORP. by himself as such officer.

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

Marge Donohue (SEAL)
Notary Public

NOTARIAL SEAL
MARGE DONOHUE, Notary Public
Buckingham Township, Bucks County
My commission expires April 22, 1990

BK0153 PG1910

AR000638

2615-04-89

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF BUCKS

On this 17th day of February 1989, before me, a Notary Public, personally appeared Charles J. [unclear] who acknowledged himself to be the [unclear] of BUCKS COUNTY BANK AND TRUST COMPANY, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said BUCKS COUNTY BANK AND TRUST COMPANY by himself as such officer.

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

[Signature] (SEAL)
Notary Public
My Comm. Expires Oct. 11, 1993
Member, State Bar Association of Notaries

BKD 153 PG 911

AR000639

2815-04-89

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF BUCKS

On this 1st day of March, 1989, before me, a Notary Public, personally appeared Harry Fawkes who acknowledged himself to be the Chairman of BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said BUCKS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY by himself as such officer.

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

Terence M. Shygal (SRA.)
Notary Public
MIDDLESEX CO. BUCKS COUNTY
My Commission Expires Oct. 24, 1991

BKD 153 PG 912

AR000640

23.50

THIS DOCUMENT RECORDED
IN COUNTY OF BUCKS, PA.

MAR 12 90

Paul R. Stewart
RECORDER OF DEEDS

NOTE

1990 MAR 12 P 3:30

014599

09009046



08005001



BKD 153 pg 913

AR000641

Parcel Number

8-5-1-1

Deed Book

471

Page

514

SATISFACTION PIECE

Made this 3rd day of October, 1997
Name of Mortgagor: Chem-Fab Corp

Name of Mortgagee: Doylestown Federal Savings and Loan Association

Name of Last Assignee: NOW BY MERGER: Third Federal Savings Bank

Date of Mortgage: March 28, 1978

Original Mortgage Debt: \$82,500.00

Mortgage recorded in the Office of Recorder of Deeds of Bucks County, Penna. Mortgage Book No. 2146, Page 659.

Brief description or Statement of Location on Mortgaged Premises:
300 North Broad St, Doylestown Boro, Bucks County, Pennsylvania.

PARCEL #8-5-1-1.

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hercof.

Attested or witnessed by:

DOYLESTOWN FEDERAL SAVINGS AND LOAN ASSOCIATION, now by merger, THIRD FEDERAL SAVINGS BANK

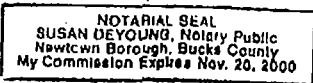
Elizabeth Davidson-Maier
Elizabeth Davidson-Maier/Senior Vice President and Corporate Secretary

BY: *John R. Stranford*
John R. Stranford/ President

COMMONWEALTH OF PENNSYLVANIA;
COUNTY OF BUCKS: ss

On this, the 3rd day of October, 1997, before me a Notary Public, in and for the Commonwealth of Pennsylvania, personally appeared John R Stranford who acknowledged himself to be the President of Doylestown Federal Savings and Loan Association, now by merger, Third Federal Savings Bank, a corporation, and that he as President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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



Susan DeYoung
Notary Public

RECORD AND RETURN TO: Lending Department
Third Federal Savings Bank
3 Penns Trail
Newtown, PA 18940-3433

FILE #18-415477-9 9/97

3K1471 PG1514

97 OCT 16 AM 9:23

079145

BUCKS COUNTY
Registry
522
12/1



Richard J. Keefe
RECORDS OF DEEDS

OCT 16 5

RECORDED

BUK1471 PG 515

AR000645

Tax Maps

8-5

8-4

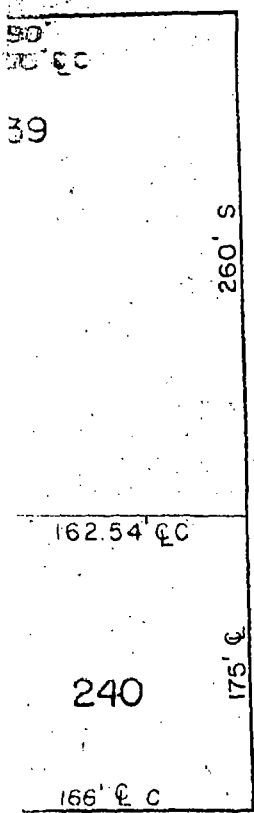
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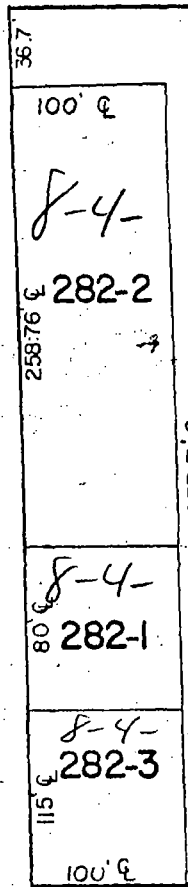
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DOYLE
DOYLE

190.36'



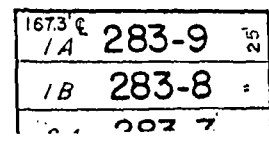
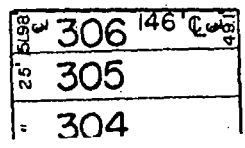
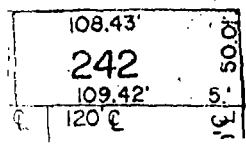
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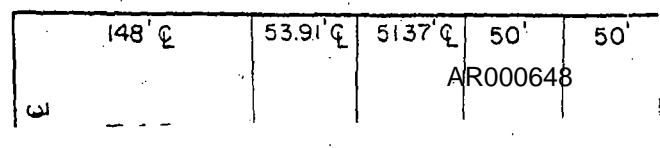
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DOYLE

ST.

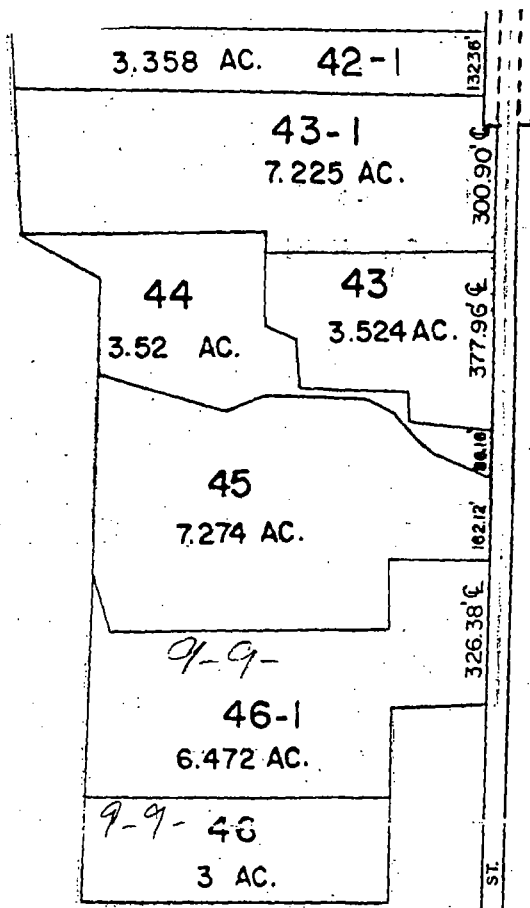


AVE.



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AC. SEE 9-47
9-51



8-5

