

*Prepared for: Fidelity National Fin
File # 10923014-1*
Service Code – 154 Service Description – 60 year cmcl search
Summary Sheet

<i>Seller Skis & Nicks Lounge Inc</i>	<i>Buyer Martucci</i>
<i>Tax map number: 55-14-14-0-061</i>	<i>UPI No. 55-06241-00000</i>
<i>Assessment and taxes: Pages 1-5; Taxes paid through 2021</i>	
<hr/>	
<i>Title vested in: Ski's and Nick's Lounge, Inc. By deed recorded 11/24/1986 at DBV 2706-320 (see page 9)</i>	
<i>Tax map: Pages 6-8 (See Aerial Map for possible driveway encroachment)</i>	
<i>Description: Pages 9-10; Outsales shown at pages 28, 29, 31, 33</i>	
<i>Exceptions: Page 26; Page 35; Page 38; Page 39; Page 41; Page 42</i>	
<i>Mortgages: Page 44, Assignment shown at page 49</i>	
<i>Judgments/Liens/Civil Litigation: None</i>	
<i>UCCs: None</i>	
<i>Buyers: Clear</i>	
<i>Plan <input type="checkbox"/> Condominium /Townhouse <input type="checkbox"/> PUD/PRD/PC <input type="checkbox"/> Waterfront <input type="checkbox"/></i>	
<i>Domestic Liens and Bankruptcy Orders are not included on this search. If your office requires this service, please contact our office.</i>	
<i>This report is based upon the examination of recorded evidence from Courthouse records. This is not a title policy nor is it a commitment for title insurance. Upon payment, liability is assumed by Secure Abstract Services, Inc. for any negligence, mistake or omissions as an abstractor and only for the time period searched. This report excepts any defects, liens, encumbrances, adverse claims or other matters, as a result of or caused by computer error, program error, programmer error, or programming limitations, including but not limited to any misspellings or derivations of the surname when searching any courthouse automated systems. Liability hereunder is assumed by the company for its negligence, mistakes or omissions in a sum not exceeding the cost of the report.</i>	

Search dates: 07/27/1951 to 01/13/2023

Real Estate Inquiry

Exit

Name Search

Map Number Search

Street Search

Dst-Ctl No	55	6241	PENN TWP			
S Dst	15	PENN-TRAFFORD				
Map No 55-14-14-0-061			UPI 55-06241-00000			
Name	SKIS & NICKS LOUNGE INC			Effect Tax 0000		
C/O				Last Update 12 17 2007		
Strt 1	2035	ROUTE 130		Value Change 01 01 1973		
2						
CS,Zip	JEANNETTE		PA	15644		
Desc 1	LOT 3 BLDG			C Class		
2				Sub Class		
Lot Sz	219.15 X 127.41 X IR			Trailer Cd		
Locatn						
Acres						
	Current Values	Previous Values	DEED INSTR#			
	C/A	Ntc	Cd	Bk	Pg	
Land	5,500	0	N	2706	0320	
Imp	10,640	0	Reason	0000	0000	
Total	16,140	0		0000	0000	

PRESS ENTER FOR NEXT SCREEN

Next ...

Real Estate Inquiry

Dst-Ctl No 55 6241 PENN TWP
S Dst 15 PENN-TRAFFORD

Name SKIS & NICKS LOUNGE INC

Map No 55-14-14-0-061

Tx Sts 1 (1=Taxable 2=Exempt)

Tax Dt 0000

Assessed			Projected		Current
Value	Bill	Taxes on		Taxes	Assessed
Last Bill	Year	Last Bill			Value
16,140	2022	346.85	Cty	346.85	16,140
		264.70	Mun	285.68	
	2022	1,448.57	Sch	1,448.57	
		.00	Spl 1	.00	
		20.98	Spl 2	.00	
		.00	Spl 3	.00	
		2,081.10	Total	2,081.10	

8008 Rcpt No

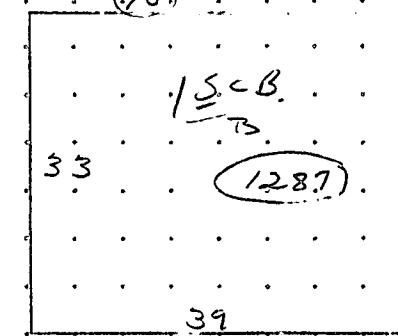
PRESS ENTER FOR INITIAL SCREEN

H. C. CITY 235-P
RESTAURANT. LOT 3 & 96X666
LAUNDROMAT

~~2035~~ CHANOSKI, JOSEPH & JOSEPHINE
2003 HARRISON AVE. ~~CITY RD.~~
JEANNETTE, PA. 15644
~~RE SHORT ST.~~ 2003 HARRISON Ave.
TOMAFFORD, PA 15085 JEANNETTE, PA 15644

CONSTRUCTION SPECIFICATIONS			COMMERCIAL COMPUTATIONS											
OCCUPANCY		PLUMBING		WLHT.	BLDG. A	BLDG. B	WLHT.							
1 VAC. LOT	2 DWELLING	3 OTHER	PLUMBING POINTS	()	24 B	3.10								
			STANDARD		1ST	6.60								
BASEMENT			TOILET ROOM	(2)	8									
1 SLAB	3 CRAWL	4 PART	5 HALF	SINK/LAVATORY	3	6								
SIZE			WATER CLOSET	()	2	BASE PRICE	9.70							
HEATING			WATER HEATER		B.P.A. 105%	10.20								
1 NONE	2 BASE	3 AIRCON	URINAL	()	FRONT	.50								
WARM AIR			NO PLUMBING		FLOORS									
					PTNS.									
ATTIC					HTG.A.C.									
HOT WATER/STEAM			(1) 2 3 4	NONE UNFIN. HALF FULL	LIGHTING									
FLOOR FURNACE					PLBG.	1.40								
UNIT HEATERS			OTHER FEATURES				ELEVATOR							
			PART MASONRY WALLS	46	SPRINKLER									
WALLS			FIREPLACE											
FRAME/STUCCO			MODERN KITCHEN											
CONCRETE BLOCK			FINISHED BASEMENT		S.F. PRICE	12.10								
BRICK/STONE			11'3" x 12' x 8'0"		AREA	1287								
PLATE GLASS FRONT					SUB TOTAL	15,570								
ROOF					ADDNS.	800								
SHINGLE-ASPHALT/ASBESTOS			DWELLING COMPUTATIONS				TOTAL BASE	16,370						
SLATE/TILE			UNIT	AMOUNT	GRADE FACTOR	100 %	%							
COMP. ON WD/STL FRAMING			S.F.		REPL. VALUE	16,370								
METAL					BUILDING TYPE	CONSTRUCTION	SIZE	RATE	GRADE	AGE	CDU.	REPL. VALUE	DEPR.	TRUE VALUE
			BASEMENT		DWELLING	— STORY —	—	—	—	—	—			
FLOORS			HEATING		GARAGE									
B 1 2 3 A			PLUMBING		COM. BLDG.	15 ft B CR	1287		C	1954	F	16,370	30	11,460
CONCRETE			ATTIC											
PINE														
HARDWOOD														
TILE			ADDNS. & PCHS.	—										
WOOD FRAMING														
STEEL FRAMING			TOTAL											
REIN. CONCRETE			FACTOR %		BARN									
INTERIOR FINISH			O.F. POINTS	()										
B 1 2 3 A														
PLST./DRY WALL														
FIBERBOARD			COST %											
UNFINISHED			DESIGN %											
WOOD			C.D. FACT. %	()										
NUMBER OF ROOMS			LISTED S/	DATE	SUB-TOTAL OTHER BUILDINGS				TOTAL VALUE BUILDINGS				11,460	
1ST 3	2ND	3RD	REPL. VALUE											
BEDROOMS			FAMILY RM.											

8 ft x 10 ft
Sketch
(70)



STORE AND LAUNDROMAT

Claim Inquiry

Map No 55 14 14 0 061
 Dst/Ctl 55 6241 PENN TWP
 Sch Dst 65710 PENN-TRAFORD

Situs:

Name SKIS & NICKS LOUNGE INC
 2035 ROUTE 130
 JEANNETTE PA 15644

LOT 3 BLDG

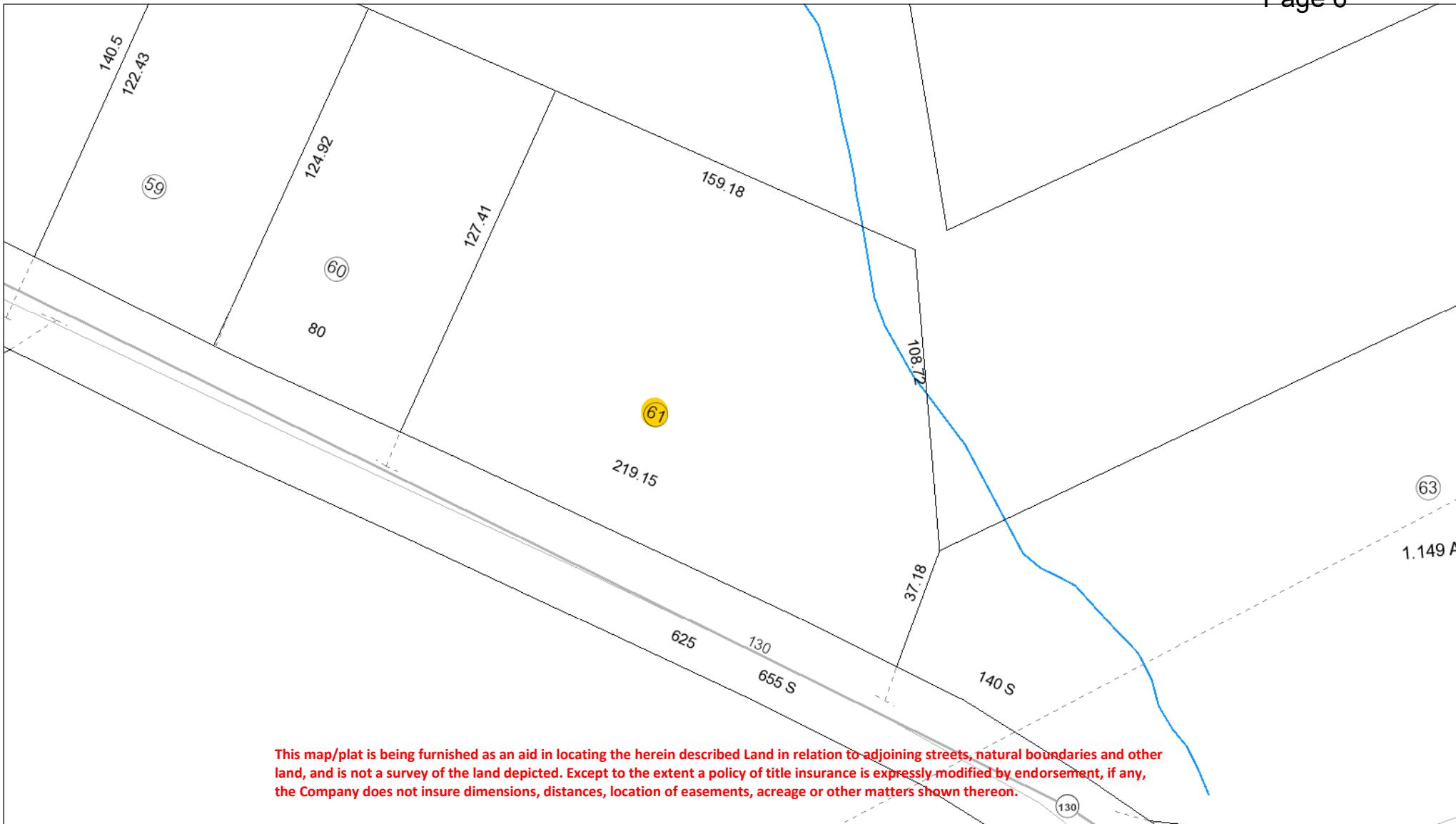
219.15 X 127.41 X IR
 SKIS & NICKS LOUNGE INC

Value 16,140 Stat/Yr C 1/2018
 Cl&Gr 16,140

Bk/Pg	2706	0320	Land Use	C
Acres		.000	Misc Rcpts	
				.00

Opt	Year	Cur Balance	Next Mo Int	Bal Due	Nxt Mo	Escrow	Dist Due
	Bal Due	.00	.00	.00		.00	.00
<	<input type="button" value=""/>	2018	.00	.00		.00	
<	<input type="button" value=""/>	2019	.00	.00		.00	

Bottom





This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Aerial map appears to be misaligned - or
possible encroachment



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12203

88Y2706 PAGE 320

Form NALY No. 53 - General or Special Warranty Deed from an Individual to a Corporation or Individual (Executed by Officers) (With Coal Notice)
© Copyright 1977

For Sale by P. O. Naly Co., Law Book Publishers
427 Fourth Avenue, Pittsburgh, Pa. 15219

This Indenture

Made the 21st

day of November

19 86

RECORDED
REG'D OF DEEDS
REC'D NOV 24 AM 11:46
WESTMORELAND COUNTY, PA.

Between RAYMOND J. SOKOLOWSKI and JEAN I. SOKOLOWSKI, his wife

(hereinafter called "Grantor")

A N D

SKI'S AND NICK'S LOUNGE, INC.

(hereinafter called "Grantee")

Witnesseth, That the said Grantor in consideration of the sum of

EIGHTY-TWO THOUSAND AND NO/100 (\$82,000.00) - - - - - Dollars,
paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, does grant, bargain, sell
and convey to the said Grantee and assigns

ALL that certain lot of ground situate in the Township of Penn,
County of Westmoreland and Commonwealth of Pennsylvania, being
bounded and described as follows, to-wit:

BEGINNING at a point in the center of the public road leading
from Jeannette to Harrison City at line of lands of Joe Kidd;
thence by line of lands of the said Joe Kidd North 14° 00' 00"
West, a distance of 156 feet to a point on line of other lands of
the parties of John G. Sokolowski; thence by said otyer lands of
John G. Sokolowski hereto South 66° 22' 00" East, a distance of
415.25 feet to a point on line o lands of Carl Magill; thence by
line of lands of the said Carl Magill South 09° 47' 00" East, a
distance of 154.3 feet to a point on center line of public road
leading from Jeannette to Harrison City; thence along the center
line of the said public road, North 66° 15' 00" West, a distance
of 269.1 feet to a point; thence along the same North 64° 35' 00"
West, a distance of 126.17 feet to a point, the place of beginning.

CONTAINING 0.882 acres according to a survey of Robert A. Ramsey,
Engineer, dated July 16, 1951.

AND

ALL that certain lot, piece or parcel of land situate in the
Township of Penn, County of Westmoreland and Commonwealth of
Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point in the center of a public road leading from
Jeannette to Harrison City at the Southwest corner of the tract
of land belonging to John G. Sokolowski herein; thence along the
line of lands of John G. Sokolowski herein, North 65° 44' 30"
East, a distance of 50.15 feet to a point at the intersection of

DBV2706 PAGE 321

the line of lands now or formerly of John Magill and line of lands of John G. Sokolowski and Raymond J. Sokolowski and Jean I. Sokolowski herein; thence through lands of which this was formerly a part South 09° 47' 00" East, a distance of 44.48 feet to a point on the aforeaid public road leading from Jeannette to Harrison City; thence on said road North 66° 15' 00" West ,a distance of 58.08 feet to a point on the said public road leading from Jeannette to Harrison City, the place of beginning.

BEING the triangular shaped piece of land a shown on the survey plan made for Joe Chanoski by Morris Ramsay, Registered Engineer, under date of April 29, 1954.

BEING the same property that Joseph E. Chanoski, et ux, by their deed dated May 26, 1975, and recorded at Deed Book Volume 2214, page 55 and the same property of John G. Sokolowski, by his deed dated July 31, 1980, and recorded in and for Westmoreland County, Pennsylvania, at Deed Book Volume 2362, page 918, granted and conveyed unto Raymond J. Sokolowski and Jean I. Sokolowski, his wife, the Grantors herein.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REVENUE
TRANSFER MW2410
FAX
820.00
RE-1250

Penn-Trafford School Dist.	\$ 418.00
Penn Twp.	\$ 410.00
Date 1-24-82 (Recorded)	Jane C. Giffah

OBV 2706 PAGE 322

with the appurtenances: **To Have and To Hold** the same to and for the use of the said
 Grantee and assigns forever, and the
 Grantor for its successors and assigns hereby covenant and agree that it will **WARRANT***
 the property hereby conveyed.

NOTICE—THIS DOCUMENT **MAY NOT** SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
 THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
 HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL **MAY HAVE** THE COMPLETE LEGAL RIGHT TO RE-
 MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
 LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
 THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
 CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
 manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
 instruments, if any.]

Witness the hand **a** and seals **of the said Grantor**
WITNESS:

R. J. Sokolowski
Jean I. Sokolowski

R. J. Sokolowski
 RAYMOND J. SOKOLOWSKI



Jean I. Sokolowski
 JEAN I. SOKOLOWSKI



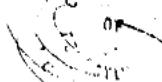
NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE
 AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF
 THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION
 AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL
 MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE
 PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH
 THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED
 HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION
 ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania
 County of Allegheny } 88.

On this the 21st day of November, A.D. 19. 86,
 before me a notary public the undersigned officer, personally appeared
 Raymond J. Sokolowski and Jean I. Sokolowski, his wife known to me
 (or satisfactorily proven) to be the person whose name is are subscribed to the within instrument
 and acknowledged that they executed the same for the purposes therein contained.

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



My commission expires

KAY L. HEBERLING NOTARY PUBLIC
 PITTSBURGH, ALLEGHENY COUNTY
 MY COMMISSION EXPIRES DEC. 19, 1988
 Member, Pennsylvania Association of Notaries

NOTARY PUBLIC

(Title of Officer)

THE PRECISE RESIDENCE OF WHICH GRANTOR IS

2003 Harrison Ave
JACKMINTZ 15044

*If general warranty deed is desired, insert **GENERALLY**.
 If special warranty deed is desired, insert **SPECIALLY**.

INV 2706 PAGE 323

Commonwealth of Pennsylvania
County of _____ } ss.

On this _____ day of
A.D. 19 _____, before me
in and for said
came the above named

State of _____
County of _____
On this, the _____ day of _____, 19_____
before me
the undersigned officer, personally appeared

and acknowledged the foregoing Indenture to be
act and deed, to
the end that it may be recorded as such.

~~Witness~~ my hand and _____ seal.

My Commission Expires.....

known to me (or satisfactorily proven) to be the
person whose name _____ subscribed to the
within instrument and acknowledged that he
executed the same for the purposes therein con-
tained.

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

.....
Title of Officer.

My Commission Expires.....

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the grantee herein is
2003 Harrison Ave, Jeannette, PA 15644

Dan R. K.
For Grantee

Recorded	Number	Page	From	To	Fees,	MAIL TO:
						Edward J. Krueger, P.C. 1027 Grant Building Pittsburgh, PA 15219

RAYMOND J. SOKOLOWSKI and JEAN
I. SOKOLOWSKI, his wife

SKI'S AND NICK'S LOUNGE, INC.

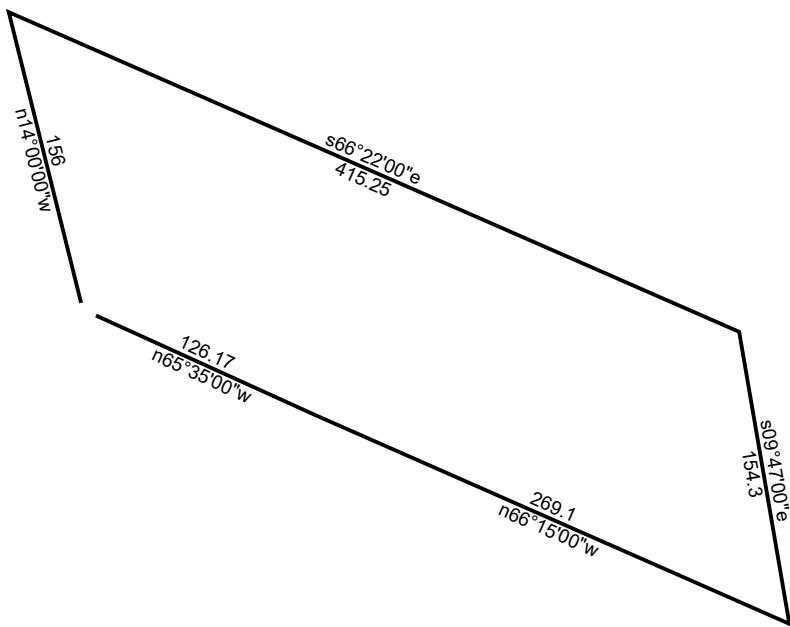
For Sale by P. O. Kals Co., Law Blank Publishers
427 Fourth Avenue, Pittsburgh, Pa. 15219

Commonwealth of Pennsylvania,
County of _____ } ss:

Recorded on this _____ day of
A.D. 19 _____, in the Recorder's Office of the said County, in Deed Book,
Vol. _____, page _____

Given under my hand and the seal of the said office the day and year
aforesaid.

Recorder.



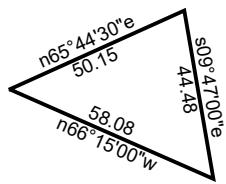
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

2706-320 #1	01/18/23
-------------	----------

Scale: 1 inch= 100 feet	File: 2706-320 #1.ndp
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Tract 1: 1.1758 Acres (51219 Sq. Feet), Closure: n49.1931w 10.16 ft. (1/110), Perimeter=1121 ft.

01 n14.0000w 156
02 s66.2200e 415.25
03 s09.4700e 154.3
04 n66.1500w 269.1
05 n65.3500w 126.17



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2706-320 #2

01/18/23

Scale: 1 inch= 50 feet

File:

Tract 1: 0.0248 Acres (1080 Sq. Feet), Closure: s36.0836w 0.20 ft. (1/758), Perimeter=153 ft.

01 n65.4430e 50.15

02 s09.4700e 44.48

03 n66.1500w 58.08

V.2362 PAGE 918

Form NALY No. 88 ADOPTED DEED (With Coal Notice)
 Adopted by Bar Association in Pennsylvania
 © Copyright 1977, F. O. Naly Company

For Sale by F. O. Naly Corp., Law Books Publishers
 427 Fourth Avenue, Pittsburgh, Pa. 15219 111

AUG 6 9 32 AM 1980

6563

This Indenture

Made the 31 day of J. /, in the year of our Lord,

one thousand nine hundred and eighty (1980),

Between JOHN G. SOKOLOWSKI, of the Township of Penn, County of Westmoreland, Commonwealth of Pennsylvania,

party of the first part and

RAYMOND J. SOKOLOWSKI and JEAN I. SOKOLOWSKI, his wife, of the Township of Penn, County of Westmoreland, Commonwealth of Pennsylvania,

parties of the second part:

Witnesseth, that the said party of the first part, in consideration of-----

-----ONE AND NO/100 DOLLARS (\$1.00)-----

to him now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

All that certain lot of ground situate in Penn Township, Westmoreland County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of the public road leading from Jeannette to Harrison City at line of lands of Joe Kidd; thence by line of lands of the said Joe Kidd North 14° West 156 feet to a point on line of other lands of the parties of the first part; thence by said other lands of first parties hereto South 66° 22' East 415.25 feet to a point on line of lands of Carl Magill; thence by line of lands of the said Carl Magill South 9° 47' East 154.3 feet to a point on center line of public road leading from Jeannette to Harrison City; thence along the center line of the said public road North 66° 15' West 269.1 feet to a point; thence along the same North 64° 35' West 126.17 feet to a point, the place of beginning.

CONTAINING 0.882 acres according to a survey of Robert A. Ramsey, Engineer, dated July 16, 1951.

EXCEPTING AND RESERVING coal and mining right as conveyed to Westmoreland Coal Company by Deed dated the 21st day of February, 1873, and recorded in the Office of the Recording of Deeds, etc. in and for Westmoreland County in Deed Book Volume 75, page 301.

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ALSO, ALL that certain lot, piece or parcel of land situate in the Township of Penn, County of Westmoreland, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of a Public Road leading from Jeannette to Harrison City at the southwest corner of the tract of land belonging to the Grantors herein; thence along the line of lands of the Grantors herein and lands of the Grantees herein North $65^{\circ} 44' 30''$ East 50.15 feet to a point at the intersection of the line of lands now or formerly of John Magill and line of lands of the Grantors and Grantees herein; thence through lands of which this was formerly a part South $9^{\circ} 47'$ East 44.48 feet to a point on the aforesaid Public Road leading from Jeannette to Harrison City; thence on said road North $66^{\circ} 15'$ West 58.08 feet to a point on the said Public Road leading from Jeannette to Harrison City, the place of beginning.

BEING the triangular shaped piece of land as shown on the survey plan made for Joe Chanoiki by Morris Ramsay, Registered Engineer, under date of April 29, 1954.

BEING the undivided one-half interest in said lots of ground granted and conveyed to John G. Sokolowski, the Grantor herein, and Loretta A. Sokolowski, and the Grantees herein by Deed of Joseph E. Chanoiki et ux. dated May 26, 1976, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 2214, page 55; the said John G. Sokolowski, the Grantor herein, and Loretta A. Sokolowski, were divorced on the 18th day of Sept., 1979, and the said Loretta A. Sokolowski granted and conveyed all her interest in the above mentioned lots to the Grantor herein by Deed dated October 1, 1979, and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, in Deed Book Volume 2337, page 75.

The true consideration for this conveyance is \$10,000.00.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TRANSFER AMOUNT \$100.00
Date 8-6-80

Penn-Trafford School District	\$ 50.00
Penn 'wo	\$ 50.00
Date 8-6-80	Recorder <u>James C. Shaffer</u>

THE PRE

116 Short St. Trafford, PA
150.00

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with the appurtenances: To Have and To Hold the same unto and for the use of the said parties of the second part, their heirs and assigns forever,

And the said party of the first part,

for himself, his heirs, executors and administrators covenants with the said parties of the second part, their heirs and assigns against all lawful claimants

the same and every part thereof to Warrant and Defend.

NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand and seal of the said party of the first part.

John G. Sokolowski
JOHN G. SOKOLOWSKI
SEAL
SEAL
SEAL
SEAL
SEAL

Witness:

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

Commonwealth of Pennsylvania }
County of WESTMORELAND } ss.

On this the 31st day of July, A.D. 1980,
before me, a Notary Public, the undersigned officer, personally appeared JOHN G. SOKOLOWSKI, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

James Brown
Notary Public.....

(Title of Officer)

My commission expires
First Monday January 1982



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Form NALY No. 59 ADOPTED DEED (With Coal Notices)
 Adopted by Bar Association in Pennsylvania
 © Copyright 1977, P. O. Naly Company

For Sale by P. O. Naly Co., Law Blank Publishers
 427 Fourth Avenue, Pittsburgh, Pa. 15219

RECORDED
 JEANNE C. GRIFFITH

OCT 5 12 35 PM 1979
 REC'D. BY CLERK
 WESTMORELAND COUNTY
 PENNSYLVANIA

This Indenture

Made the 1st day of Oct. in the year of our Lord,
 one thousand nine hundred and seventy-nine (1979).

Between LORETTA A. SOKOLOWSKI,

part y of the first part and

JOHN G. SOKOLOWSKI ,

part y of the second part:

Witnesseth, that the said part y of the first part, in consideration of TEN THOUSAND AND
 no/100 (\$10,000.00) DOLLARS

to her now paid by the said party of the second part, does grant, bargain, sell
 and convey unto the said part y of the second part, his heirs and assigns,

All that certain lot of ground situate in Penn Township, Westmoreland County,
 Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of the public road leading from Jeannette
 to Harrison City at line of lands of Joe Kidd; thence by line of lands of
 the said Joe Kidd North 14° West 156 feet to a point on line of other land
 of the parties of the first part; thence by said other lands of first parties
 hereto South 66° 22' East 415.25 feet to a point on line of lands of Carl
 Magill; thence by line of lands of the said Carl Magill South 9° 47' East
 194.3 feet to a point on center line of public road leading from Jeannette to
 Harrison City; thence along the center line of the said public road North
 66° 15' West 269.1 feet to a point; thence along same North 64° 35' West 126.17
 feet to a point, the place of beginning.

CONTAINING 0.882 acres according to a survey of Robert A. Ramsey, Engineer,
 dated July 16, 1951.

EXCEPTING AND RESERVING coal and mining right as conveyed to Westmoreland
 Coal Company by Deed dated the 21st day of February, 1873, and recorded in
 the Office of the Recording of Deeds, etc. in and for Westmoreland County
 in Deed Book Volume 75, page 301.

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ALSO, ALL that certain lot, piece or parcel of land situate in the Township of Penn, County of Westmoreland, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a point in the center of a Public Road leading from Jeannette to Harrison City at the southwest corner of the tract of land belonging to the Grantors herein; thence along the line of lands of the Grantors herein and lands of the Grantees herein North $65^{\circ} 44' 30''$ East 50.15 feet to a point at the intersection of the line of lands now or formerly of John Magill and line of lands of the Grantors and Grantees herein; thence through lands of which this was formerly a part South $90^{\circ} 47'$ East 44.46 feet to a point on the aforesaid Public Road leading from Jeannette to Harrison City; thence on said road North $66^{\circ} 15'$ West 53.08 feet to a point on the said Public Road leading from Jeannette to Harrison City, the place of beginning.

BEING the triangular shaped piece of land as shown on the survey plan made for Joe Chanski by Morris Ramsey, Registered Engineer, under date of April 29, 1954.

The purpose of this Deed is to terminate the entireties relationship between the party of the first part and the party of the second part by the party of the first part divesting herself of any and all right, title and interest in and to the property described herein and to place full title and any and all incidents of ownership to the said property in the name of the party of the second part.

THE PRECISE RESIDENCE OF WITHIN GRANTEE IS
2035 Harrison Ave
Jeannette Pa 15674

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with the appurtenances: To Have and To Hold the same unto and for the use of the said
part y of the second part , his heirs and assigns forever,

And the said party of the first part,

for herself and her heirs, executors and administrators covenant with the said party of the second part, his heirs and assigns against all lawful claimants

the same and every part thereof, to whatever extent

NOTICE—THIS DOCUMENT ~~MAY NOT~~ SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO
THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO
HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL ~~MAY HAVE~~ HAVE THE COMPLETE LEGAL RIGHT TO RE-
MOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE
LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF
THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE
CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the
manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded
instruments, if any.]

remitting the bond and seal of the said party of the first part.

三

Judith Powers
Patricia Codnar

Xanthaea sulphurea



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS.

John Skolowski

Commonwealth of Pennsylvania }
County of ALLEGHENY }

On this the *11*
before me a Notary Public
LORETTA A. SOKOLOWSKI

day 6

LORETTA A. SOKOLOWSKI
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.
In witness whereof, I hereunto set my hand and official seal.

OTIS LYONS, Esq., Notary Public
My commission expires Pittsburgh, Allegheny County, Pa.
July One thousand eight hundred and twenty seven
January 7, 1888

Form NALY No. 50 GENERAL WARRANTY DEED (With Coal Notice)
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VOLUME 22214 PAGE 55

For Sale by P. O. Naly Co., Law Blank Publishers
425 Fourth Avenue, Pittsburgh, Pa. 15219

This Indenture

RECORDED
JEANNETTE, PENNSYLVANIA

MAY 21 1976
REG. NO. 1000 OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIA

Made the 26th day of May 1976.

Between JOSEPH E. CHANOSKI and JOSEPHINE CHANOSKI, his wife, of the Township of Penn, County of Westmoreland, Commonwealth of Pennsylvania,

----- (hereinafter called "Grantor s") and
JOHN G. SOKOLOWSKI and LORETTA A. SOKOLOWSKI, his wife, and RAYMOND J. SOKOLOWSKI, and JEAN I. SOKOLOWSKI, his wife, -----
of

----- (hereinafter called "Grantee s");
Witnesseth, that the said Grantor s in consideration of ONE and 00/100 (\$1.00) DOLLAR.

paid to the Grantors by the Grantee s do grant, bargain, sell and convey unto the said Grantee s , their heirs and assigns,

All that certain lot of ground situate in Penn Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of the public road leading from Jeannette to Harrison City at line of lands of Joe Kidd; thence by line of lands of the said Joe Kidd North 14° West 156 feet to a point on line of other land of the parties of the first part; thence by said other lands of first parties hereto South 66° 22' East 415.25 feet to a point on line of lands of Carl Magill; thence by line of lands of the said Carl Magill South 9° 47' East 154.3 feet to a point on center line of public road leading from Jeannette to Harrison City; thence along the center line of the said public road North 66° 15' West 269.1 feet to a point; thence along same North 64° 35' West 126.17 feet to a point, the place of beginning.

CONTAINING 0.882 acres according to a survey of Robert A. Ramsey, Engineer, dated July 16, 1951.

EXCEPTING and RESERVING coal and mining rights as conveyed to Westmoreland Coal Company by Deed dated the 21st day of February, 1873, and recorded in the Office of the Recording of Deeds, etc. in and for Westmoreland County in Deed Book Volume 75, page 301.

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ALSO EXCEPTING and RESERVING pipe line rights of way as found of record in the office aforesaid in Deed Book 416, page 554 and Deed Book 529, page 581.

BEING the same tract of land conveyed to the Grantors herein by Deed of John Magill and Goldie Magill, his wife, dated July 27, 1951 and recorded on July 31, 1951 in the Office of the Recorder of Deeds of Westmoreland County in Deed Book Volume 1419, page 210.

ALSO:

ALL that certain lot, piece or parcel of land situate in the Township of Penn, County of Westmoreland, and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of a Public Road leading from Jeannette to Harrison City at the southwest corner of the tract of land belonging to the Grantors herein; thence along the line of lands of the Grantors herein and lands of the Grantees herein North 65° 44' 30" East 50.15 feet to a point at the intersection of the line of lands now or formerly of John Magill and line of lands of the Grantors and Grantees herein; thence through lands of which this was formerly a part South 9° 47' East 44.48 feet to a point on the aforesaid Public Road leading from Jeannette to Harrison City; thence on said road North 66° 15' West 58.08 feet to a point on the said Public Road leading from Jeannette to Harrison City, the place of beginning.

BEING the triangular shaped piece of land as shown on the survey plan made for Joe Chanoiki by Morris Ramsay, Registered Engineer, under date of April 29, 1954.

BEING the same tract of land conveyed to the Grantors herein by Deed of Carl G. Magill and Margaret E. Magill, his wife, dated May 5, 1954 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, on May 6, 1954 in Deed Book Volume 1509, page 342.

The actual consideration for this conveyance is FORTY-FIVE THOUSAND and 00/100 (\$45,000.00) DOLLARS.

Penn-Drafford Sch
Alist - Penn 3P
\$ 225.00 Date 5-27-76
Penn Up Comm.
\$ 225.00 Date 5-27-76
Jeanne C. Griffith Local Tax Agent AD

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER MFT 1/76
TAX
450.00
BB.11157

THE PRECISE RESIDENCE OF WITHIN GRANTEE IS

c/o Penn Pub. Harrison City P.M.C., Jeannette, Pa.
John C. Magill

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with the appurtenances: To Have and To Hold the same to and for the use of the said Grantee & their heirs and assigns forever, And the Grantor & for themselves, their heirs and assigns hereby covenant and agree that they will WARRANT GENERALLY the property hereby conveyed.

NOTICE--THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.]

Witness the hand & and seal & of the said Grantor &

Attest:

Joseph E. Chanoski
Joseph E. Chanoski
Josephine Chanoski
Josephine Chanoski



NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

John J. Sokolowski
John J. Sokolowski
Loretta A. Sokolowski
Loretta A. Sokolowski

Raymond J. Sokolowski

Jean I. Sokolowski

Commonwealth of Pennsylvania
County of.....WESTMORELAND.....} ss.

On this the 26th day of May, A.D. 19 76, the undersigned officer, personally appeared JOSEPH E. CHANOSKI and JOSEPHINE CHANOSKI, his wife, ----- known to me (or satisfactorily proven) to be the person or persons whose name or names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

My commission expires

KATHRYN J. REPKO, Notary Public
Greensburg, Westmoreland Co., Pa.
My Commission Expires Sept. 12, 1977

(Title of Officer)

This Indenture,

Made the 5th day of May, in the year of our Lord, one thousand nine hundred and fifty-four (1954).

Between CARL G. MAGILL AND MARGARET E. MAGILL, his wife, of the Township of Penn, County of Westmoreland, and Commonwealth of Pennsylvania, parties of the first part, AND JOSEPH E. CHANOSKI and JOSEPHINE CHANOSKI, his wife, of the Township of Penn, County of Westmoreland and Commonwealth of Pennsylvania, parties

of the second part, Witnesseth that the said part ies of the first part, for and in consideration of the sum of ONE and no/100 (\$1.00) Dollars,

lawful money of the United States of America, unto them well and truly paid by the said part ies of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said parties of the second part, heirs and assigns forever:

All that certain lot, piece or parcel of land situate in the Township of Penn, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows, to wit:- BEGINNING at a point in the center of a Public Road leading from Jeannette, to Harrison City at the Southwest corner of the tract of land belonging to the Grantors named herein; thence along the line of lands of the Grantors herein and lands of the Grantees herein North 65° 44' 30" East 50.15 feet to a point at the intersection of the line of lands now or formerly of John Magill and the line of lands of the Grantors and Grantees herein; thence through lands of which this was formerly a part South 9° 47' East 44.48 feet to a point on the aforesaid Public Road leading from Jeannette to Harrison City; thence on said road North 66° 15' West 58.08 feet to a point on the said Public Road leading from Jeannette to Harrison City, the place of beginning. Being the triangular shaped piece of land as shown on the Survey Plan made for Joe Chanoski by Morris Ramsay, Reg. Engineer, under date of April 29, 1954. Being a part of that tract of land granted and conveyed to Carl G. Magill and Margaret E. Magill, his wife, by deed of John S. Magill and Goldie Magill, his wife, dated July 8, 1948, and recorded in the Recorder's Office in and for Westmoreland County, Pennsylvania, in Deed Book Vol. 1345, page 222. THIS DEED is given by the Grantors herein in order to Clear up a cloud on the title of the Grantees herein to the hereinabove described parcel of land caused by the overlapping of the land as described in the respective deeds of the Grantors and grantees herein.

340

Together with all and singular, the improvements, 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 the said part ies 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 lot, piece or parcel of land, with the

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

And CARL G. MAGILL AND MARGARET E. MAGILL, his wife,

the said part ies of the first part, for themselves, their heirs, executors, and administrators, do by these presents covenant, promise and agree to and with the said part ies of the second part, their heirs and assigns, that they the said part ies of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part ies of the second part, their heirs and assigns, against them, the said part ies of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

, Shall and will Warrant and forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals. Dated the day and year first above written.

Signed sealed and delivered in the presence of

Frank E. Pikulski

Carl G. Magill

Margaret E. Magill



Commonwealth of Pennsylvania)
County of Westmoreland) SS.

On this 5th day of May, A. D. 1954, before me, a Notary Public, personally appeared Carl G. Magill and Margaret E. Magill, his wife, 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. Witness my hand and Notarial seal, the day and year aforesaid.



Frank E. Pikulski (SEAL)

My Commission Expires March 8, 1957

CERTIFICATE OF RESIDENCE.

I, Do hereby certify that the grantees' precise residence is R. D. #1, Jeannette (Penn Township) Pennsylvania. Witness my hand this 6th day of May 1954.

Robert Wm. Garland

Recorded 6th day of May 1954

Jessie S. McCormick Recorder

AF

1419

This Indenture,

Made the 27th day of July in the year of our Lord, one thousand nine hundred and fifty-one (1951)

Between JOHN MAGILL and GOLDIE MAGILL, his wife, of the Township of Penn, County of Westmoreland and State of Pennsylvania, parties of the first part, AND JOSEPH E. CHANOSKI and JOSEPHINE CHANOSKI, his wife, of the same place, parties

of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of ONE (\$1.00) and no/100 Dollars, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said parties of the second part, their heirs and assigns, forever:

All that certain lot of ground situate in Penn Township, Westmoreland County, Pennsylvania, bounded and described as follows, to wit: BEGINNING at a point in the center of the public road leading from Jeannette to Harrison City at line of lands of Joe Kidd, thence by line of lands of the said Joe Kidd, North 14° West 156 feet to a point on line of other land of the parties of the first part; thence by said other lands of first parties hereto, South 66° 22' East 415.25 feet to a point on line of lands of Carl Magill; thence by line of lands of the said Carl Magill, South 9° 47' East 154.3 feet to a point on center line of the public road leading from Jeannette to Harrison City; thence along the center line of said public road, North 66° 15' West 269.1 feet to a point; thence along same, North 64° 35' West 126.17 feet to a point, the place of beginning. CONTAINING 0.882 Acres, according to the survey of Robert A. Ramsey, Engineer, dated July 16, 1951. EXCEPTING and RESERVING coal and mining rights as conveyed to Westmoreland Coal Company by deed dated the 21st day of February, 1873 and recorded in the office for the recording of deeds, etc. in and for Westmoreland County, in Deed Book Vol. 75, page 301. ALSO EXCEPTING AND RESERVING pipe line rights-of-way as found of record in the Office aforesaid in Deed Book Vol. 416, page 554, and Deed Book Vol. 529, page 581. BEING a part of the same tract of land which Elizabeth M. Magill, widow, conveyed to the parties of the first part hereto by deed dated September 6, 1947 and recorded in the Office aforesaid in Deed Book Vol. 1290, page 490.

1419

Together with all and singular, the - - - - - improvements, 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 the said parties 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 lot of ground,

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

AND JOHN MAGILL and GOLDIE MAGILL, his wife,

the said parties of the first part, for themselves, their heirs, executors, and administrators, do by these presents covenant, promise and agree to and with the said parties of the second part, their heirs and assigns, that they, the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said parties of the second part, their heirs and assigns, against them, the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

In Witness Whereof, the said parties of the first part have to these presents set their hands and seals Dated the day and year first above written.

Signed, sealed and delivered in the presence of

Clarence C. Whirlow

John Magill

Goldie Magill



COMMONWEALTH OF PENNSYLVANIA,)
COUNTY OF WESTMORELAND) SS.
)

On this 27th day of July, A. D. 1951, before me, a Notary Public in and for said County and Commonwealth, personally appeared JOHN MAGILL and GOLDIE MAGILL, his wife, 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. WITNESS my hand and Notarial seal, the day and year aforesaid.

Clarence C. Whirlow (SEAL)

Notary Public

My Commission Expires: March 2nd, 1955

CERTIFICATE OF RESIDENCE

I, Do hereby certify that Grantees' precise residence is Penn Township, R. D. 1, Jeannette, Penna. Witness my hand this 31st day of July 1951

Howard M. Whitehead

Atty.

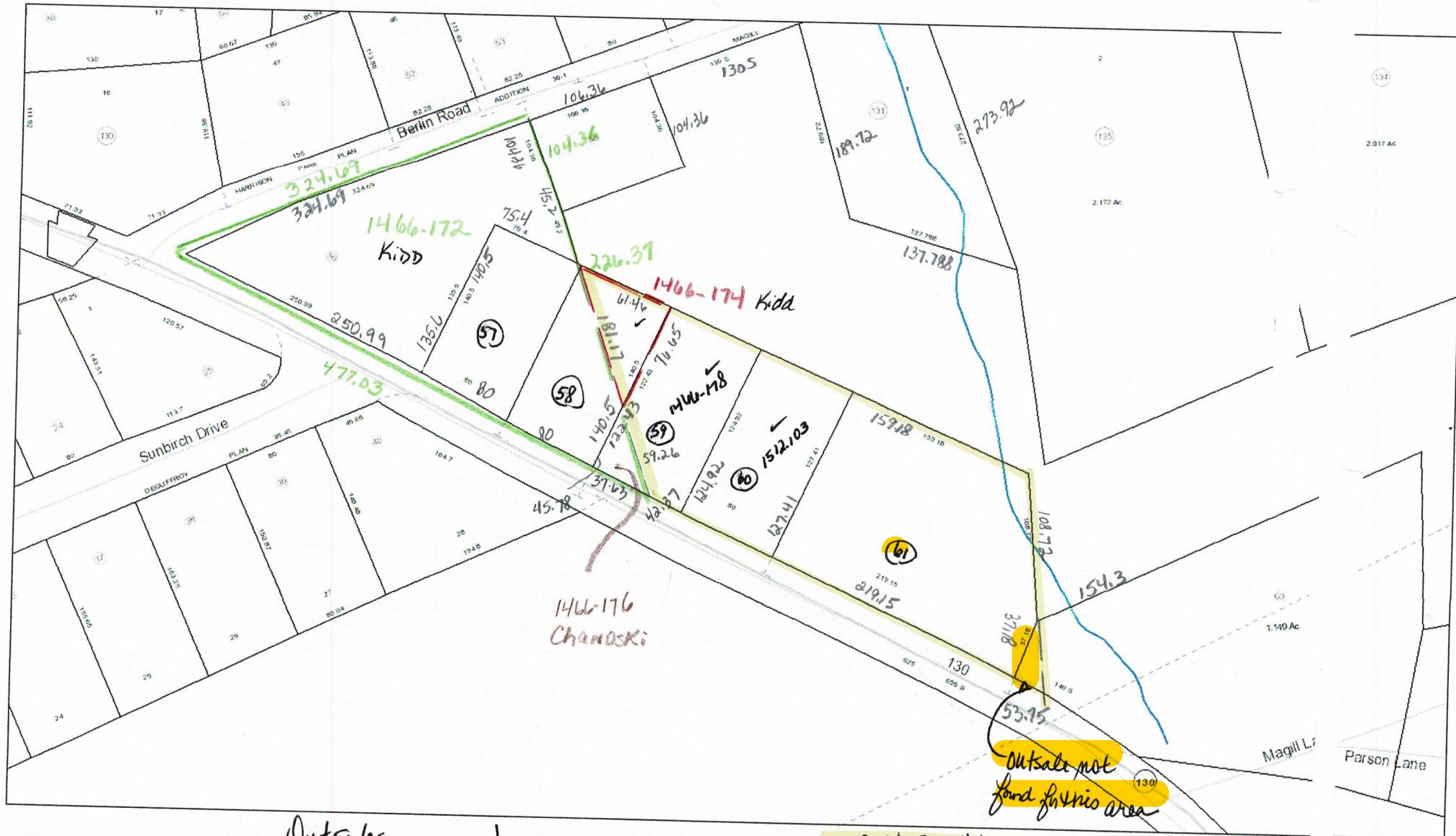
\$1.10 I. R. Stamps attached and cancelled.

RECORDED 31 day of July, 1951

L. P.

Jessie S. McCormick

Recorder



1466-174
Outsale
Part of TM#
55-14-14-0-058

This Indenture,

Made the 30th day of September in the year of our Lord, one thousand nine hundred and fifty-two

Between Joseph E. Chanoski and Josephine Chanoski, his wife, of the Township of Penn, County of Westmoreland and State of Pennsylvania, parties of the first part, AND Emma G. Kidd, of the Township, County and State aforesaid, party

of the second part, Witnesseth that the said part is of the first part, for and in consideration of the sum of One and no/100 (\$1.00) Dollars

lawful money of the United States of America, unto them well and truly paid by the said party of the second part, at on before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said party of the second part, her heirs and assigns forever:

All that piece or tract land situate in the Township of Penn, County of Westmoreland and State of Pennsylvania, bounded and described as follows, to wit; - BEGINNING at a point on the Northwest Corner of tract of land of Joseph E. Chanoski and wife; thence along the property line between land of grantee herein named and John Magill South 66 degrees 22 minutes East a distance of 61.46 feet to a point; thence through land of which this is a part South 25 degrees 25 minutes West a distance of 76.65 feet to a point, thence North 14 degrees no minutes West a distance of 96.74 feet to a point, the place of beginning, containing .05 of an acre. BEING part of the same tract of land conveyed to Joseph E. Chanoski and wife by deed of John Magill and wife, dated 27th July 1951 and recorded in the Office of Recorder of Deeds in and for Westmoreland County, Pennsylvania in Deed Book Vol. 1419, page 210.

Together with all and singular, the improvements, 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 the said parties 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 tract or piece of land.

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

AND Joseph E. Chanoiki and Josephine Chanoiki, his wife

the said part ies of the first part, for themselves, their heirs, executors, and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, her heirs and assigns, that they the said parties of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part y of the second part, her heirs and assigns, against them the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof.

, Shall and will Warrant and forever Defend.

In Witness Whereof, the said part ies of the first part have to these presents set their hands and seal a Dated the day and year first above written.

Sealed and delivered in the presence of

Jos. J. Knappenberger

Richard S. Silvis

Joseph E. Chanoiki

Josephine Chanoiki



COMMONWEALTH OF PENNSYLVANIA)

)
SS

COUNTY OF Pennsylvania)

On this 30th day of September A. D. 1952, before me, a Notary Public in and for said County and State personally appeared Joseph E. Chanoiki and Josephine Chanoiki known to me to be the person whose names are subscribed to the within instrument and acknowledged they executed the same for the purposes therein contained. WITNESS my hand and Notarial seal, the day and year aforesaid.

Jos. J. Knappenberger (SEAL)

Notary Public



MY COMMISSION EXPIRES 17TH MARCH 1953.

CERTIFICATE OF RESIDENCE.

I, Do hereby certify that grantees precise residence is Jeannette, Pa. R. F. D. No. 1, Witness my hand this 23rd day of October, 1952.

Jos. J. Knappenberger

\$.25 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled.

1466-178

Outsale

TM # 55-14-14-0-059

1466

Page 31

This Indenture,

Made the 30th day of September, in the year of our Lord, one thousand nine hundred and fifty-two.

Between Joseph E. Chanoiski and Josephine Chanoiski, his wife of the Township of Penn, County of Westmoreland and State of Pennsylvania, parties of the first part, AND Harry J. Cook and Matilda E. Cook, his wife, of the City of Jeannette, County and State aforesaid, parties

of the second part, Witnesseth that the said part ies of the first part, for and in consideration of the sum of Twelve Thousand and No/100 (\$12,000.00) Dollars, lawful money of the United States of America, unto them well and truly paid by the said parties of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, convey, and confirm, unto the said part ies of the second part, their heirs and assigns forever:

All that certain tract or piece of land situate in the Township of Penn, County of Westmoreland and State of Pennsylvania, bounded and described as follows to wit:- BEGINNING AT A POINT ON PUBLIC ROAD leading from Jeannette to Harrison City which point is on the southwest corner of tract of land containing .02 of an acre sold this day to Joseph E. Chanoiski and wife by deed of Emma G. Kidd; thence North 25 degrees 25 minutes East a distance of 122.43 feet to a point on the property line John Magill; thence by same South 66 degrees 22 minutes East 80.04 feet to a point; thence through land of John E. Chanoiski and wife South 25 degrees 25 minutes West a distance of 124.92 feet to a point in above mentioned road; thence on said road North 64 degrees 35 minutes West a distance of 80 feet, to a point, the place of beginning. BEING parts of the same tracts of land conveyed to the above grantors by two separate deeds; one by John Magill and wife, dated July 27th 1951 recorded in Deed Book Vol. 1419 page 210 and the other by Emma G. Kidd dated September 30th 1952 and to be recorded in the Office of Recorder of Deeds in and for Westmoreland County, Pennsylvania.

Together with all and singular, the building improvements, 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 the said part less 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 piece or tract of land.

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

AND Joseph E. Chanoski and Josephine Chanoski, his wife.

the said parties of the first part, for themselves, their heirs, executors, and administrators, do by these presents covenant, promise and agree to and with the said part less of the second part, their heirs and assigns, that they the said part less of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said part less of the second part, their heirs and assigns, against them the said parties of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

, Shall and will Warrant and forever Defend.

In Witness Whereof, the said parties of the first part have to these presents set their hands and seal. Dated the day and year first above written.

Sealed and delivered in the presence of

Jos. J. Knappenberger

Richard S. Silvis

Joseph E. Chanoski

Josephine Chanoski



COMMONWEALTH OF PENNSYLVANIA)
ss
COUNTY OF Westmoreland)

On this 30th day of September A. D. 1952, before me, a Notary Public in and for County and State personally appeared Joseph E. Chanoski and Josephine Chanoski, his wife, known to me to be the person whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. WITNESS my hand and Notarial seal, the day and year aforesaid.

Jos. J. Knappenberger (SEAL)

Notary Public

MY COMMISSION EXPIRES 17TH MARCH 1953

CERTIFICATE OF RESIDENCE

I, Jos. J. Knappenberger Do hereby certify that grantees precise residence is Jeannette, Pa.
R. F. D. No. 1. Witness my hand this 23rd day of October 1952.

Jos. J. Knappenberger

\$13.20 I. R. Stamps attached and cancelled

\$120.00 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled

Recorded 23rd day of October 1952 mak
Jassie S. McCormick Recorder

the undersigned officer, personally appeared Edward Michael Lubecki and Irene Lubecki, his wife, known to me (or satisfactorily proven) to be the persons whose names --- subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

Grant Cook
Notary Public

My Commission Expires Dec. 12, 1955



CERTIFICATE OF RESIDENCE

I, David H. Weiss do hereby certify that grantee's precise residence is 521 Delaware Avenue, Monessen, Pa. Witness my hand this 23rd day of September 1953.

David H. Weiss

\$2.20 I. R. Stamps attached and cancelled

\$20.00 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled

Recorded September 26, 1953 D.R.

Jessie S. McCormick, Recorder

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DEED

JOSEPH E. CHANOSKI ET UX

TO

MAX J. BERGER ET UX

THIS INDENTURE MADE the 25th day of September in the year of our Lord, one thousand nine hundred and fifty-three (1953) BETWEEN Joseph E. Chanoiki and Josephine Chanoiki, his wife, of the Township of Penn, County of Westmoreland, State of Pennsylvania, parties of the first part and Max J. Berger and Marjorie A. Berger, his wife, of the Township of Penn, County of Westmoreland, State of Pennsylvania, parties of the second part: WITNESSETH, that the said parties of the first part, in consideration of THIRTEEN THOUSAND AND SIX HUNDRED (\$13,600.00) DOLLARS to them now paid by the said parties of the second part, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns,

ALL that certain lot or piece of ground situate in the Township of Penn, County of Westmoreland, State of Pennsylvania, bounded and described as follows, to-wit: BEGINNING at a point in the center line of the public road leading from Jeannette to Harrison City, said point being South 64° 35' East a distance of forty-two and thirty-seven hundredths (42.37) feet from the line dividing lands of Joseph Chanoiki et ux. and lands formerly of Joseph Kidd et ux., said point also being the southeast corner of lands conveyed by Emma G. Kidd, widow, to Joseph E. Chanoiki et ux. by deed dated September 30, 1952 and recorded in the Recorder's Office of Westmoreland County in Deed Book Volume 1466, page 166; thence North 25° 25' East a distance of one hundred twenty-four and ninetytwo hundredths (124.92) feet to a point on lands of John Magill; thence South 66° 22' East a distance of eighty and four hundredths (80.04) feet to a point on line of lands of Joe Chanoiki; thence South 25° 25' West a distance of one hundred twenty-seven and forty-one hundredths (127.41) feet to a point on center line of said Harrison City Road; thence North 64° 35' West a distance of eighty (80) feet to a point at the place of beginning. HAVING erected thereon a five-room brick ranch-type dwelling house. EXCEPTING AND RESERVING coal and mining rights to Westmoreland Coal of record in Deed Book vol. 75, page 301. EXCEPTING pipe line right of way, of record in Deed Book vol. 416, page 554. BEING a part of the same property which John Magill and Goldie Magill, his wife, by their deed dated July 27, 1951, and of record in the Office of the Recorder of

Outsale
1512-103
TM #
55-14-14-0-060

Deeds of Westmoreland County, Pa. in Deed Book Vol. 1419, page 210, granted and conveyed unto Joseph E. Chanoiki and Josephine Chanoiki, his wife, parties of the first part hereto.

with the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said parties of the second part their heirs and assigns forever, And the said parties of the first part, for themselves, their heirs, executors and administrators covenant with the said parties of the second part their heirs and assigns against all lawful claimants the same and every part thereof to Warrant and Defend.

WITNESS the hands and seals of the said parties of the first part.

ATTEST:

Charles W. Hergenroader

Joseph E. Chanoiki (SEAL)

as to both

Josephine Chanoiki (SEAL)

COMMONWEALTH OF PENNSYLVANIA,

)

SS:

COUNTY OF Allegheny

)

On this the 25th day of September, A. D. 1953, before me a notary public the undersigned officer, personally appeared Joseph E. Chanoiki and Josephine Chanoiki, his wife, 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.

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

Fred C. Reinhardt

Notary Public

My Commission Expires January 6, 1957



CERTIFICATE OF RESIDENCE

I, do hereby certify that grantees precise residence is R. D. #1 Jeannette Pa. Witness my hand this 25th day of Sept. 1953

C. W. Hergenroader

\$15.40 I. R. Stamps attached and cancelled

\$136.00 Penn Township School Tax Stamps attached and cancelled

\$136.00 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled

Recorded September 26, 1953 D.R.

Jessie S. McCormick, Recorder

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~~DEED~~

THIS DEED MADE the 10th day of APRIL

LUCY GENARD ET UX

in the year nineteen hundred and

TO

fifty-one 1951 BETWEEN LUCY GENARD

LEONARD G. GENARD ET UX

and MIKE GENARD, her husband, of the

Township of Hempfield, County of

Westmoreland and Commonwealth of Penn-

sylvania, Grantors, AND LEONARD G. GENARD and GERALDINE GENARD, his wife, of the Township,

County and Commonwealth aforesaid, Grantee, WITNESSETH, That in consideration of the sum of

ONE AND NO/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, the said

Grantors do hereby grant and convey to said Grantees,

ALL that certain tract of land situate in the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, bounded and described as follows:- BEGINNING at the Southeast corner of land of James Genard, thence along the land of Mike J. Genard, Jr., South fifty-six degrees fifty minutes East 100 feet to a point, thence through land of the present Grantors South thirty-three degrees ten minutes West 100 feet to a point, thence North

~~of and from all legacie due debts and demands whatsoever of my executors or administrators among have claim challenge or demands of or against the said Frederick Porch his executors or administrators by virtue of the last will and testament of or out of the estate of the said Jacob Porch deceased aforesaid. In witness whereof I hereunto set my hand and seal the 14th day of October one thousand eight hundred and seventy two AD.~~

~~Seal and delivered in the presence of~~

~~Stephen B. Brum Robert Brown~~

~~Witness~~

~~I hereby certify that the above was signed & acknowledged in my presence on the day and year above written~~

Jacob P. Sweet

~~John Cooper Justice of the Peace~~

~~and for me use G. P. Ringgold County~~

~~State of Iowa } O. H. b. Andrews Clerk of the District Court and for the
Ringgold County Ia. County agrees to hereby certify that John Cooper
before whom the annexed instrument was at the date
thereof and now is an acting Justice of the Peace within and for said
County duly elected and qualified to act as such that all his official
acts are entitled to full faith and credit; that the annexed instrument
is duly executed and acknowledged according to the laws of said State;
that I am well acquainted with his signature, and believe the same subcon-
ced to the annexed instrument and purporting to be his, to be genuine.
In testimony whereof, I have hereunto subscribed my name
and affixed the official seal of said District Court at my
office in Mount Airy the 21st day of November A.D. 1872~~

O. H. b. Andrews Clerk

Recorded this 24th day of February A.D. 1873

Deed

75-301

Bernard Brannon & wife
So

Westmoreland Coal Company

This Indenture made the twenty first day of February in the year of
our Lord one thousand eight hundred and eighty three 1883 Between
Bernard Brannon and Susanna his wife Brannon his wife
Westmoreland Coal Company of Penn Township Westmoreland County Pennsylvania of the first
part and Westmoreland Coal Company a corporation of the
state of Pennsylvania of the second part: Witnesseth, That the said parties of the first part
for and in consideration of the sum of Five thousand eight hundred & sixty six
dollars eighty seven & one half cents lawful money of the United States of America unto
them well and truly paid by the said party of the second part at or before the seal-
ing and delivery of these presents the receipt whereof is hereby acknowledged
have granted bargained sold aliened enfeoffed released conveyed and confirmed
and by these presents do grant grant bargain sell alien enfeoff release
convey and confirm unto the said party of the second part its successors
and assigns All the bituminous or stone coal underlying the following described sur-
face situate in Penn Township Westmoreland County Pennsylvania bounded
and described as follows beginning at a point on Public Road leading from Harris
burg to Greensburg a corner of land of Joseph Smith on line of land of Hugh St. Rob-
ertson thence by Robertson land North 70° 15' East 113 ft further to a corner of land of George
Brown and Chadwick thence by land of Joseph Chadwick South 2° 45' East 65 ft further
to a corner of lands of Chadwick and Black thence by land of Stanley Black South

10° 15' West 65 1/2 perches to Hickory Lump a corner of land of James & Charles Britchman thence by said Britchman land North 4° 15' East 6 perches to a point in center of Greensburg Road thence by said road along said Britchman's land North 55° 20' West 22 1/2 perches North 8° 30' West 34 perches and North 0° 40' 08' West 32 perches thence by said Britchman land and by land of Joseph Smith North 62° 20' West 41 1/2 perches to the place of beginning containing thirty four acres and eighty four perches excepting and reserving two pieces for protection of buildings but granting full and free rights of way through the reservations to wit: Reservation No 1 beginning at a point on Robertson boundary line 44 1/2 perches from place of beginning of farm survey thence South 62° East 6 1/2 perches to a corner South 28° West 12 perches to a corner North 62° West 6 1/2 perches to a corner North 28° East 7 1/2 perches to place of beginning containing eighty & eight-tenths square perches. Reservation No 2 beginning at a corner South 62° East 4 perches from a point on Robertson boundary line fifty three and seven-tenths perches from place of beginning of farm survey thence South 28° East 9 perches South 18° West 8 1/2 perches North 62° West 9 perches & North 28° East 8 1/2 perches to beginning containing seventy nine & two-tenths square perches. Together with the right and privilege to make drains on the surface and air holes and fracturing to time to change the drains and air holes or either of them as their convenience may require together with all mining privileges on said surface or under it necessary to the removal of the coal under lying the same said grantee it succeeds and assigns to be no moriae to be liable for damage for the sinking or facing in of said surface or destroying or diverting the water flow by reason of the removal of the coal it being expressly understood and agreed that these stipulations are in enlargement and not in restriction of the incidental rights according to the said grantee in virtue of said grant of coal and mining privileges. Together with all and singular the improvements ways water watercourses right liberties privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the revenues and remainders rents issues and profit thereof; and all the estate rights title interest property claim and demand whatsoever of the said parts of the first part in law equity or otherwise howsoever of and to the same And every part thereof to have and to hold the said described coal mining privileges rights of way to 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 former excepting and reserving as before excepted. And the said parties of the first part for themselves their heirs executors administrators do by these presents covenant grant and agree to and with the said party of the second part its successors and assigns that they the said parts of the first part their heirs 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 have its successors and assigns against them the said party of the first part their heirs and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof shall and will warrant and forever

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defend. And witness whereof the said parties of the first part have to these presents set
their hands and seals Dated the day and year first above written

Signd and sealed and delivered in the presence of
the said "John" on page 113 was before me and the
word thereon placed on account of full page in place
of the word four attest H. P. Snuffer

Barney Brannon ^{real}
Susanna Brannon ^{real}

Received the day of the date of the above Indenture of the above named Westmoreland
Coal Company the sum of One thousand eight hundred & eighty six dollars eighty seven
one half cents lawful money of the United States being the consideration money
as we mentioned in full

Barney Brannon

Witness, H. P. Snuffer

Susanna Brannon

State of Pennsylvania } ss. On the County first day of February A.D. 1873 before me
County of Westmoreland } the subscriber a Justice of the Peace in and for said County

saw the above named Barney Brannon and
Susanna Brannon his wife and acknowledged the above indenture
to be their act and deed and desired the same to be recorded as
such She the said Susanna Brannon being of free age and by me
Examined separate and apart from her said husband and the
contents of the said indenture being first made fully known to
her declared that she did of her own free will and accord sign
and seal and as her act and deed deliver the same without
any Correlation or Compulsion of her said husband witness my
hand and seal the day and year aforesaid H. P. Snuffer J. P.

Recorded 26th Feb 1873

~~Mr~~
David Williams Esq
Rebecca Miller

This Indenture made the 16th day of
July in the year of our Lord One thousand
Eight hundred and Twenty two Between
James A Hunter and David Williams
of the County of Westmoreland and
State of Pennsylvania Executors of the last Will and testament
of David Williams of the township of Hempfield said County and
State of the one part and Rebecca Miller wife of (Captain John Miller)
of said township County and State of the other part whereas the said
Daniel Williams by virtue of divers good consanguinity and amanuensis in law
only had and executors became in his lifetime seized of dementia as of
few (amongst other lands) of and in a certain marriage or tenement
and tract of land situated in the township of Hempfield County
and state aforesaid containing ten acres more or less and being
so thereof seized made his last will and testament in writing
bearing date the 15th day of July A.D. one thousand eight hundred
and sixty five wherein and whereby amongst other things he
ordered that the whole of his Real Estate be sold by his executors there-
in after named of which said will be appointed James A Hunter
and Jane A Williams Executrix as in and by said recited will
since his decease duly proved and remaining in the Reg-
isters Office at Greensburg said County and State record

416-554

RIGHT OF WAY.

ALEX MAGILL ET UX.

TO

THE PEOPLES NATURAL GAS CO.

THIS INDENTURE made this 17th day of March 1905 by and between Alex Magill and Elizabeth Magill his wife of Harrison City, Penna. of the first part, and The Peoples Natural Gas Company, of the second part, WITNESS that the said part-- of the first part, for and in consideration of the sum of one hundred dollars, to him in hand paid, the receipt whereof is hereby acknowledged do hereby grant, lease and let unto The Peoples Natural Gas Company, its successors and assigns, the right to lay, maintain, operate use and finally remove one 8" pipe line, already laid for the transportation of gas over and through the lands of said first party, in Penn Township, Westmoreland County, State of Penna., and bounded and described as follows, North by land of Chadwick hrs., east by land of James Fritchman, South by land of Mrs. Wannamaker, west by land of Leah Hartzell Containing thirty five acres. more or less. with the right of ingress and egress to the same for the purposes aforesaid. It being understood that, subject to the rights aforesaid the party of the first part, is to have the full use and enjoyment of said premises for every other purpose. The above amount is in full of all damages for the above mentioned purposes except second party agrees to pay all actual damages done to crops and fences in removing said line. In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of:

Alex Magill (SEAL)

Harry Rankin.

Elizabeth Magill (SEAL)

Commonwealth of Pennsylvania)
County of Westmoreland.) : ss.

On this 18th day of March A.D. 1905 before me, a Notary Public, came the above named Alex Magill and Elizabeth Magill and acknowledged the foregoing indenture to be their act and deed and desired the same to be recorded as such. Witness my hand and Official seal the day and year aforesaid.

Harvey Rankin (SEAL)

My commission expires Jan. 15th, 1909

N.P.

Recorded June 11, 1907 James H. Gallagher, Recorder.



RIGHT OF WAY

ANDREW RATHGEB ET UX.

TO

THE PEOPLES NAT. GAS CO.

THIS INDENTURE made this 26 day of Oct. 1904. by and between Andrew Rathgeb and Mary Rathgeb his wife, of the first part, and The Peoples Natural Gas Company, of the second part. WITNESS that the said part of the first part, for and in consideration of the sum of twenty four & 50/100 dollars, to them in hand paid the receipt whereof is hereby acknowledged, do hereby grant, lease and let unto The Peoples Natural Gas Company its successors and assigns, the right to lay, maintain, operate use and finally remove an 8" pipe line, already laid for

and deed, and desired the same to be recorded as such. And the said Mary Estella Newcomer being of full age, and by me examined separate and apart from her said husband, and the contents of the said Indenture being by me first made fully known to her declared that she did voluntarily and of her own free will and accord, sign and seal, and as her act and deed, deliver the same, without any coercion or compulsion of her said husband. Witness my hand and Notarial seal, the day and year aforesaid.

H. C. Miley (SEAL)



My com. expires Jan 1916

STATE OF OHIO)
) SS.
)
HANCOCK COUNTY CLERK'S OFFICE)

I, W. P. Alspach, Clerk of said County and of the Courts thereof, the same being Courts of Record, do hereby certify that H. C. Miley whose name is subscribed to the proof or acknowledgment of the annexed instrument in writing, was at the time of taking such proof or acknowledgment, a Notary Public in and for the said County, duly commissioned, sworn and authorized to take the same and to take the proof or acknowledgment of deeds and other instruments in writing, and to administer oaths or affirmations in said county; and further, that I am well acquainted with his handwriting, and verily believe that the signature to the said proof or acknowledgment is genuine; and further, that the annexed instrument is executed according to the laws of the State of Ohio. In testimony Whereof, I have hereunto set my hand and affixed the seal of said County, at Findley, this 11th day of July, A. D. 1913.

W. P. Alspach, Clerk.



Recorded August 7, 1913, L. C. Thomas, recorder.

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529-581

RIGHT OF WAY

ALEX J. MCGILL ET. UX.

TO

CRESCENT PIPE LINE COMPANY

For and in consideration of Seventy (\$70.00) dollars to us in hand paid, the receipt of which is hereby acknowledged I Alex J. McGill and Elizabeth McGill his wife do hereby grant and lease to the Crescent Pipe Line Company, its successors and assigns, the right of way to lay, maintain and operate pipe lines, and erect, maintain and operate a telegraph line, if the same shall be found necessary over, and through my lands in the Township of Penn County of Westmoreland State of Pennsylvania bounded and described as follows: On the South by Jas. Fritchman On the west by Jno. Altman On the east by Barney Kistler with ingress and egress to and from the same. The said Alex J. McGill and wife to fully use and enjoy the said premises, except for the purpose hereinbefore granted to the said The Crescent Pipe Line Company, which hereby agrees to pay any damages which may arise to crops or fences from the laying, erecting, maintaining or operating of said pipe and telegraph lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Alex J. McGill and wife, their heirs or assigns; one by the said The Crescent Pipe Line Company, its successors or assigns, and the third by the two so appointed as aforesaid, and the award of such three persons, or any two of them, shall be final and conclusive. Pipe lines to be laid and

maintained as already laid, except as slight changes may be made necessary on account of the rebuilding of the Pike. The telegraph line to follow along and as near the road as is practicable, being changed from its present location only so far as is made necessary by the cut of the new pike. The above payment includes all damages to date In Witness Whereof, we have hereunto set our hands and seals this first day of August, 1913.

Signed, sealed and delivered

Alex J. McGill (L. S.).

in presence of

Elizabeth McGill - (L. S.).

Chas. I. Williams

P. O'Brien

STATE OF PENNSYLVANIA)
COUNTY OF WESTMORELAND)
SS.

Be it remembered, that on the Fourth day of August 1913, A. D. 190- before me personally came Alex J. McGill and Elizabeth McGill to me known to be the same person described in and who executed the foregoing instrument, and in due form of law acknowledged that they executed the same.

H. Albert Lauffer Notary Pu

My commission will expire February 19, 1917.

Recorded August 7, 1913, L. C. Thomas, recorder.

RIGHT OF WAY

U. S. LABORATORY NO. IV

FOR AND IN CONSIDERATION of Seventy five (\$75.00) dollars to
us in hand paid, the receipt of which is hereby acknowledged

TO

Y
and leases to the The Crescent Pipe Line Company, its suc-

cessors and assigns, the right of way to lay, maintain and operate pipe lines, and erect
maintain and operate a telegraph line, if the same shall be found necessary, over, and
through my lands as now located in the Township of Penn County of Westmoreland State of
Pennsylvania bounded and described as follows: On the west by Jno. Stump On the east by
Wm. Kruse On the south by John Myers with ingress and egress to and from the same. The
said H. P. Lauffer and wife to fully use and enjoy the said premises, except for the pur-
pose hereinbefore granted to the said The Crescent Pipe Line Company, which hereby agrees
to pay any damages which may arise to crops or fences from the laying, erecting, maintain-
ing or operating of said pipe and telegraph lines; said damages, if not mutually agreed
upon, to be ascertained and determined by three disinterested persons, one thereof to be
appointed by the said H. P. Lauffer and wife their heirs or assigns; one by the said The
Crescent Pipe Line Company, its successors or assigns, and the third by the two so
appointed as aforesaid, and the award of such three persons, or any two of them, shall be
final and conclusive. The pipe line and telegraph line to remain on present location. The
above payment includes all damages to date. In Witness Whereof we have hereunto set our
hands and seals this first day of August, 1913.

Signed, sealed and delivered
in presence of
Chas. I. Williams
P. O'Brien

H. P. Lauffer (L. S.)

Mary Lauffer (L. S.)

1473

that she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Walter A. Russing
Notary Public



My Commission Expires February 1, 1953

\$.10 Pennsylvania Real Estate Transfer Tax Stamps attached and cancelled.

Recorded October 11, 1952 OBO

Jessie S. McCormick, Recorder

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BLANKET RIGHT OF WAY

1473-463

JOSEPH CHANOSKI ET AL

TO

THE PEOPLES NATURAL GAS COMPANY

LINE NO. M 982 BLANKET RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, being owners of property abutting Harrison City-Jeannette Road situate in Penn Township, Westmoreland County, Pennsylvania, for and in con-

sideration of One (\$1.00) Dollar to us in hand paid, the receipt of which is hereby acknowledged, do by these presents grant and convey unto The Peoples Natural Gas Company, a Pennsylvania Corporation of 545 William Penn Way, Pittsburgh, Pennsylvania, its successors and assigns, the right of way to lay, maintain, operate, repair, replace and remove a -- inch or smaller pipe line for the transportation of gas, oil or water or their products or products similar thereto, in, under and along said road or highway; with ingress and egress to and from the same.

Witness the following signatures and seals this 2nd day of October, A. D. 1952.

Witness: John W. Warren

Joseph Chancski

(SEAL)

John W. Warren

Josephine Chancski

(SEAL)

John W. Warren

Emma Kidd

(SEAL)

The true, full and complete value of any land, tenement, hereditament or interest herein conveyed by this instrument is \$1.00.

STATE OF PENNSYLVANIA

(PENN'A. ACKNOWLEDGMENT--INDIVIDUAL)

COUNTY OF Westmoreland

On this, the 2nd day of October, 1952, before me, A Notary Public, the undersigned officer, personally appeared Joseph Chancski and Josephine Chancski, his wife, and Emma Kidd, widow, satisfactorily proven to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

John W. Warren

Notary Public



My Commission Expires January 29, 1955

\$.01 Pennsylvania Real Estate Stamp attached and cancelled.

Recorded October 11, 1952 OBO

Jessie S. McCormick, Recorder

#####

DEED

HARRY H. SNYDER ET UX

TO

JOSEPH TERHORST ET UX

THIS DEED, MADE the 10th day of October in the year nineteen hundred and fifty-two (1952). BETWEEN HARRY H. SNYDER and ELEANORA SNYDER, his wife, of the Township of South Huntingdon, County of Westmoreland and Commonwealth of Pennsylvania,

RECD.

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Form 4784-W
6-67

Received of THE BELL TELEPHONE COMPANY OF PENNSYLVANIA , the sum of One Dollar (\$1.00) in consideration of which I hereby grant unto said Company, its associated and allied companies, and their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain communication lines, consisting of such conduits, manholes, cables, wires, loading coil pots, pedestals, terminals and other underground appurtenances, including distribution laterals connected to said lines, as the grantee may from time to time require, on, under and across the land that I own or in which I have any interest, said land being situated in the Twp of No Penn Twp, County of Westmoreland, State of Pennsylvania, and bounded on the North by Other Land of Tom R Chomacki on the East by Land of Michael Bleiberg on the South by Land of Raymond Ruthgaber and on the West by Land of Paul Rudmiller and also upon, under and along the roads, streets or highways adjoining the said land, with the right of ingress and egress at all times to and from the said land for the purposes herein provided. This grant includes the further right to construct, reconstruct, operate and maintain markers, posts, poles, crossarms, cables, wires, anchors, and other aerial fixtures and appurtenances, including distribution laterals connected to said lines, as the grantee may from time to time require together with the right to trim and keep trimmed trees so as to clear all crossarms, cables and wires by at least 4 ft (Except) feet.

IN WITNESS WHEREOF, I have hereunto set My hand and seal 1st this 1st day of March A.D. 1968, at 2007 Harrison Ave
Greensburg Pa.

Witnesses:

J K West


Joe Chomacki, SINGLE
 LAND OWNER (SEAL)
 LAND OWNER (SEAL)
 LAND OWNER (SEAL)
 LAND OWNER (SEAL)

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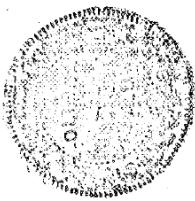
RECORDED
ISABEL Y. JOHNSTON

DEC 13 11 52 AM '68

RECORDER OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIASTATE OF PENNSYLVANIA SS
COUNTY OF Westmoreland

On the 1st day of January, A.D. 1968 before me, the subscriber,
 a Notary Public, in and for the State of Pennsylvania, personally
 appeared the above named Joseph Chawoski, a single
person
 and in due form of law acknowledged the above right of way grant to be This
 voluntary act and deed and desired the same to be recorded as such.

Witness my hand and official seal, the day and year aforesaid.



James H. West
 Notary Public, Greensburg, Westmoreland Co.
 By Commission dated February 8, 1973
February 8, 1973

STATE OF PENNSYLVANIA SS
COUNTY OF

On the _____ day of _____, A.D. 19____, before me, the subscriber, a
 _____, in and for the State of Pennsylvania, personally
 appeared the above named _____
 and in due form of law acknowledged the above right of way grant to be This
 voluntary act and deed and desired the same to be recorded as such.

Witness my hand and official seal, the day and year aforesaid.

10161

*mail Bill Tolson
by Jules Sulin
for all forms
of stamping
15022*

29272 MORTGAGE

NOV 21 1986 PAGE 325

VARIABLE RATE

RECORDED
WESTMORELAND COUNTY PA.
day of November , 1986 .**THIS MORTGAGE**, made this 21st

between SKI'S AND NICK'S LOUNGE, INC.

(hereinafter called the "Mortgagor"), and CHRYSLER FIRST CONSUMER DISCOUNT COMPANY
(hereinafter called the "Mortgagee"), witnesseth that:

RECORDED OF DEEDS

WHEREAS, as evidenced by Note of even date Mortgagor is indebted to Mortgagee in the aggregate
and interest
principal amount of TWO HUNDRED THOUSAND NINE HUNDRED SEVEN AND 00/100
----- (\$200,907.00) lawful money of the United
States of America, with interest at the rate or rates and payable in accordance with the terms and provisions of
the Note, payable in One Hundred Eighty (180) consecutive monthly
installments of principal and interest commencing in the amount of One Thousand
One Hundred Sixteen and 15/100 (\$1,116.15) Dollars -----

each, the first of which is due and payable on December 21, 1986, and succeeding installments
due and payable on the same date in each succeeding month until paid in full, which Note is hereby incorporated
herein by reference; and the Mortgagor may, while this mortgage is outstanding, become or now be otherwise
indebted to the Mortgagee.

NOW, THIS INDENTURE WITNESSETH, that the Mortgagor, in consideration of the
indebtedness evidenced by the Note, and to secure the payment thereof and all other sums due or to become due
under the Note and under this Mortgage and the performance of all of the other terms, conditions and provisions
hereof and in the Note contained, and also in consideration of One Dollar (\$1.00) the receipt whereof is hereby
acknowledged, does hereby grant, bargain sell, alien, release, convey and confirm unto the Mortgagee, its
successors and assigns:

ALL that certain lot of ground situate in the Township of Penn,
County of Westmoreland and Commonwealth of Pennsylvania, being
bounded and described as follows, to-wit:

BEGINNING at a point in the center of the public road leading
from Jeannette to Harrison City at line of lands of Joe Kidd,
thence by line of lands of the said Joe Kidd North 14° 00' 00"
West, a distance of 156 feet to a point on line of other lands of
the parties of John G. Sokolowski, thence by said otyer lands of
John G. Sokolowski hereto South 66° 22' 00" East, a distance of
415.25 feet to a point on line o lands of Carl Magill, thence by
line of lands of the said Carl Magill South 09° 47' 00" East, a
distance of 154.3 feet to a point on center line of public road
leading from Jeannette to Harrison City; thence along the center
line of the said public road, North 66° 15' 00" West, a distance
of 269.1 feet to a point; thence along the same North 64° 35' 00"
West,a distance of 126.17 feet to a point, the place of beginning.

CONTAINING 0.882 acres according to a survey of Robert A. Ramsey,
Engineer, dated July 16, 1951.

AND

ALL that certain lot, piece or parcel of land situate in the
Township of Penn, County of Westmoreland and Commonwealth of
Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point in the center of a public road leading from
Jeannette to Harrison City at the Southwest corner of the tract
of land belonging to John G. Sokolowski herein, thence along the
line of lands of John G. Sokolowski herein, North 65° 44' 30"
East, a distance of 50.15 feet to a point at the intersection of
the line of lands now or formerly of John Magill and line of

(Continued on attached Schedule "A")

11/26/86
FOR ASSIGNMENT
SEE MORTGAGE BOOK
PAGE 325

HBV2 107 PAGE 326

TOGETHER, with all and singular the buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and the reversions and remainders and rents, issues and profits thereof, including all income arising therefrom and all condemnation awards.

AND TOGETHER, in the case of each premises hereby mortgaged, with all and singular the installations, fixtures, appliances, machinery and equipment appurtenant thereto, or used in connection therewith, whether attached or detached, now or hereafter installed in or used in connection with each mortgaged premises or the operation of the plant or business situate therein, if any, and all additions to, substitutions for and replacements of any of the said installations, fixtures, appliances, property, machinery, and equipment. All of the premises above described and hereby mortgaged and the said buildings, improvements, installations, fixtures, appliances, property, machinery, equipment, interests and rights hereby granted, conveyed and mortgaged, or intended so to be, are hereinafter collectively referred to as the "Mortgaged Premises." This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all the fixtures, appliances, machinery and equipment described above. The Mortgagor agrees to execute and deliver and file any financing statements or other security agreements as the Mortgagor may require from time to time to confirm the lien of this Mortgage with respect to said property.

TO HAVE AND TO HOLD, the Mortgaged Premises, property and hereditaments hereby granted, conveyed and mortgaged, or intended so to be, with the appurtenances, to and for the only proper use and behoof of the Mortgagor, its successors and assigns, forever.

PROVIDED ALWAYS, that if the Mortgagor shall promptly pay or cause to be paid all sums becoming due under the Note and this Mortgage, and shall perform or cause to be performed all of the other terms, conditions, agreements and provisions hereof and in said Note contained, all without fraud or delay, or deduction, defalcation or abatement of anything or for any reason, then this mortgage and the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

AND THE MORTGAGOR FURTHER COVENANTS AND AGREES WITH THE MORTGAGEE, its successors and assigns, as follows:

1. The Mortgagor will duly and punctually pay, or cause to be paid, the principal of the indebtedness hereby secured, and the interest thereon, at the time and times and in the manner as provided, and perform all of the other terms, conditions, agreements, and provisions, hereof of the Note and pay when due all other obligations and debts hereby secured.

2. The Mortgagor shall pay, or cause to be paid or shall procure the discharge or release of, all before the same shall become delinquent, all taxes (including corporate taxes of every nature), water and sewer rents, charges, claims, assessments, assessments for public improvements, liens and encumbrances now or hereafter assessed against or secured upon the Mortgaged Premises, and all other taxes, charges and assessments which shall or might have priority in lien or payment to the indebtedness secured by this mortgage, and Mortgagor shall also pay all taxes, assessments and other charges now or hereafter levied or assessed upon or against the Mortgagor in Pennsylvania by reason of this mortgage investment, or upon this mortgage, or upon the debt hereby secured, as well as any specific mortgage tax; and Mortgagor shall exhibit receipts for all of the aforesaid to the Mortgagor not later than ten (10) days before the date on which they would become delinquent. If any of the interest which is paid or payable to Mortgagor under the Note or hereunder shall be or become subject to the payment or withholding of any tax claimed by the Commonwealth of Pennsylvania or any political subdivision thereof, or any other governmental authority having jurisdiction, Mortgagor will be responsible for and will pay the same, or will reimburse Mortgagor for the same on demand if Mortgagor is required to pay the same, and Mortgagor will not deduct anything from the interest payments for or on account of any said tax on interest. For the purpose of accumulating the necessary funds for the future payment of taxes, sewer and water rents relating to the Mortgaged Premises in order that the receipts therefor can be duly produced as herein provided, the Mortgagor shall if required by Mortgagor pay monthly to the Mortgagor one-twelfth (1/12) of said charges as reasonably estimated by Mortgagor.

3. The Mortgagor shall keep all buildings and improvements and all building installations, fixtures, appliances, property, machinery and equipment now or hereafter erected upon or installed in the Mortgaged Premises insured for the benefit of the Mortgagor against loss by fire (with extended coverage and vandalism and malicious mischief endorsements) upon terms and in companies satisfactory to the Mortgagor, at all times in amounts required by Mortgagor and not less than 80% of the full, sound insurable value (on a "repair or replace" basis) of the buildings (including building installations) and not less than the full insurable value of the fixtures, appliances, property, machinery and equipment, and deliver all such policies of insurance to the Mortgagor as additional security, each said policy to contain mortgage clauses satisfactory to the Mortgagor or to be assigned to the Mortgagor, as Mortgagor may require. The Mortgagor may settle all claims under all such policies and may demand, receive and receipt for all moneys becoming payable thereunder. The proceeds under any policy shall be paid by the insurer to the Mortgagor, and the Mortgagor in its sole discretion may apply the amount so collected, or any part thereof, toward the payment of the principal indebtedness and other sums covenant by the Mortgagor to be paid hereunder or under the Note, whether or not then due and payable, together with interest thereon, or if Mortgagor so elects toward the alteration, reconstruction, repair, replacement or restoration of the damaged portion of the Mortgaged Premises or any portion thereof.

4. The Mortgagor shall keep the Mortgaged Premises in good condition and repair, and shall not remove, demolish or materially alter any building or improvements on the Mortgaged Premises, or any building installations, fixtures, appliance, property, machinery or equipment, nor commit or suffer waste with respect thereto. The Mortgagor shall comply with all laws, rules, regulations and ordinances made or promulgated by lawful authority which may now or hereafter become applicable to the Mortgaged Premises. The Mortgagor shall permit the Mortgagor's agents at any reasonable time and from time to time to enter upon the Mortgaged Premises and the buildings and improvements thereon erected for the purpose of inspecting and appraising the Mortgaged Premises.

5. In the event of the failure of the Mortgagor to pay the taxes, water and sewer rents, charges, claims, assessments, assessments for public improvements, liens or encumbrances or the taxes on interest or the mortgage tax above described or to furnish and pay for the insurance as aforesaid or to keep the Mortgaged Premises in good condition and repair the Mortgagor may, at its option, pay any or all such items together with penalties and interest thereon, and procure and pay for such insurance and repairs; and the Mortgagor may at any time and from time to time advance such additional sum or sums as the Mortgagor in its sole discretion may deem necessary to protect the security of this mortgage. All such sums so paid or advanced by the Mortgagor shall immediately and without demand be repaid by the Mortgagor to the Mortgagor, together with interest thereon at the rate provided in the Note, and shall be added to the principal indebtedness secured by this Mortgage. The production of a receipt by the Mortgagor shall be conclusive proof of a payment or advance authorized hereby, and the amount and validity thereof.

6. The Mortgagor hereby assigns to the Mortgagor all existing and future leases and all rents and profits of the premises as further security for the payment of the indebtedness hereby secured and the Mortgagor grants to the Mortgagor the right to enter upon the mortgaged premises for the purposes of collecting the same

MOV2107 PAGE 327

Schedule "A"

lands of John G. Sokolowski and Raymond J. Sokolowski and Jean I. Sokolowski herein; thence through lands of which this was formerly a part South 09° 47' 00" East, a distance of 44.48 feet to a point on the aforeaid public road leading from Jeannette to Harrison City; thence on said road North 66° 15' 00" West ,a distance of 58.08 feet to a point on the said public road leading from Jeannette to Harrison City, the place of beginning.

BEING the triangular shaped piece of land a shown on the survey plan made for Joe Chanoiki by Morris Ramsay, Registered Engineer, under date of April 29, 1954.

BEING the same property that Raymond J. Sokolowski and Jean I. Sokolowski, his wife, by their deed dated November 21, 1986, and to be recorded herewith, granted and conveyed unto Ski's and Nick's Lounge, Inc., the Mortgagor herein.

MBV2107 PAGE 328

and to let the premises or any part thereof. This assignment and grant shall continue in effect until the indebtedness secured by this Mortgage is paid. The Mortgagor hereby waives the right to collect said rents and profits, and the Mortgagor shall be entitled to collect and receive the same until default in this Mortgage or the Note, and Mortgagor agrees to use such rents and profits in payment of principal and interest becoming due on this Mortgage and in payment of taxes, assessments, sewer rents, water rents and carrying charges becoming due as aforesaid, but such privilege of the Mortgagor may be revoked by the Mortgagor upon default without notice. The Mortgagor shall not, without the written consent of the Mortgagor, receive or collect rent or other charge for a period of more than one month in advance. Mortgagor shall not be deemed to have accepted the assignment except as a pledge or be obligated as lessor by virtue of this assignment except by a separate and express written agreement of Mortgagor.

7. The Mortgagor shall be permitted to enter and inspect the Mortgaged Premises at all reasonable times. The Mortgagor will deliver to the Mortgagor upon written request (but not more frequently than once in any period of twelve months) a statement under oath setting forth the names of all tenants occupying space in the Mortgaged Premises; a brief description of the space occupied, the rental payable and the dates of expiration of the respective leases.

8. If the Mortgagor shall refer the Note or this Mortgage to counsel, because of any default thereunder or hereunder, Mortgagor shall become liable to reimburse Mortgagor for reasonable attorney's charges and costs thereby incurred; and if judgment be entered upon the said Note, or foreclosure proceedings be commenced upon this Mortgage, because of any such default, then an attorney's fee for collection of 5 percent of the total of all amounts secured hereby but not less than \$500.00 shall be payable, and shall be recovered in addition to all principal, interest and other recoverable sums then due, besides costs of suit.

9. If the Mortgagor shall fail to make or cause to be made any payment of interest or principal aforesaid or any other sums required to be paid under the provisions of the Note or otherwise default in performing and complying with the provisions of the Note or if Mortgagor shall fail to perform or comply with any provision of this Mortgage; or (a) if Mortgagor shall fail to maintain fire and lightning and other required insurance on the Mortgaged Premises, or (b) if Mortgagor shall fail to produce and exhibit to the Mortgagor receipts showing payment as herein required of all taxes, water rents, sewer rents, charges, claims, assessments and assessments for public improvements or any thereof; or (c) in the event of the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the Mortgagor; or (d) in the event of any further assignment of the rents of the premises or any part thereof without the written consent of the Mortgagor; or (e) if the buildings on said premises are not maintained in reasonably good repair; or (f) in the event of any failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (g) if insurance on the mortgaged premises is not maintained as herein required; or (h) if on application of the Mortgagor two or more fire insurance companies lawfully doing business in this jurisdiction refuse to issue policies insuring the buildings on the Mortgaged Premises; or (i) if the Mortgagor shall fail to perform or comply with any other provision or agreement to be performed or complied with by Mortgagor under this Mortgage or the Note, then and in any such event, at the option of the Mortgagor, the Mortgagor may forthwith exercise any or all rights and remedies provided in the Note or in this Mortgage, or which may be available to the Mortgagor by law, without further stay, any law, usage or custom to the contrary notwithstanding; and the Mortgagor may forthwith file a Complaint in Foreclosure or otherwise proceed forthwith on this Mortgage with the same force and effect as if twelve months next ensuing the last day wherein the principal moneys hereby secured ought to be paid, had fully run out and expired; and all errors in any proceeding or in any exercise of any right or remedy as aforesaid are hereby waived.

10. This Mortgage shall be deemed to be in default with the same force and effect as if the entire indebtedness secured by this Mortgage were due, owing and in default, and Mortgagor may proceed as aforesaid, if by order of a court of competent jurisdiction a Receiver or Liquidator or Trustee of the Mortgagor shall be appointed and shall not have been discharged within sixty (60) days; or if the Mortgagor shall be adjudicated bankrupt or insolvent and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof; or if a petition to reorganize the Mortgagor pursuant to the Federal Bankruptcy Act as now or hereafter in effect, shall be filed and shall not be dismissed within sixty (60) days; or if the Mortgagor shall file a petition in voluntary bankruptcy or shall consent to the filing of any bankruptcy or reorganization petition against Mortgagor; or if the Mortgagor shall file a petition for an arrangement or to reorganize Mortgagor pursuant to the Federal Bankruptcy Act as now or hereafter in effect, or if the Mortgagor shall make an assignment for the benefit of creditors.

11. All rights and remedies hereby granted or otherwise available to Mortgagor shall be cumulative and concurrent and may be pursued singly, successively or together at the Mortgagor's sole option, and may be exercised from time to time and as often as occasion therefor shall occur until the indebtedness hereby secured with all interest thereon is paid in full. The Mortgagor may resort to any securities it holds in such order and manner as Mortgagor sees fit and may sell, at any foreclosure sale on this mortgage, the property in one parcel or in such parcels as Mortgagor in its sole discretion elects so to do; and the foreclosure sale shall pass title to all property subject to this mortgage.

12. The Mortgagor waives the right of inquisition on any property levied upon under a judgment obtained in proceedings to collect the indebtedness hereby secured or in proceedings on this Mortgage, and hereby voluntarily condemns the same, and authorizes the Prothonotary to enter such condemnation upon a writ of execution, and agrees that such property may be sold under said writ; and further waives and releases any and all benefits that may accrue to Mortgagor by virtue of any law to exempt the Mortgaged Premises from levy or sale under execution, now in force, or hereafter to be passed.

13. In case of any default in the Note or in this Mortgage as set forth herein, of which an affidavit in behalf of Mortgagor shall be sufficient evidence, then and in any such event, any Attorney of any Court of Record of Pennsylvania or elsewhere is hereby authorized and empowered to appear for the Mortgagor, and as attorney for the Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Mortgaged Premises and to confess judgment therein against the Mortgagor, in favor of the Mortgagor, whereupon a writ for possession may immediately issue for the possession of the Mortgaged Premises, without any prior complaint, writ or proceeding whatsoever; and for so doing this Mortgage, or a copy thereof verified by affidavit shall be his sufficient warrant.

14. No extension or indulgence granted to Mortgagor, and no alteration, change or modification of the Note consented or agreed to by Mortgagor, and no other act or omission of Mortgagor, including the taking of additional security or the release of any security, shall constitute a release of the lien and obligation of this Mortgage or be interposed as a defense against the enforcement of this Mortgage, except an act of Mortgagor which constitutes an express, effective release and satisfaction of the Note.

15. This Mortgage shall further constitute security for any and all present and future obligations, indebtedness and liabilities whatsoever of Mortgagor to Mortgagor now or hereafter incurred, due or owing, and for all interest thereon, and for all obligations, costs or expenses assumed or incurred by Mortgagor in connection with any other such obligation, debt or liability. Mortgagor shall also have the right to set off all or any part of the amount due by Mortgagor to Mortgagor under this Mortgage against any indebtedness, liabilities or obligations

owing by Mortgagor for any reason and in any capacity to Mortgagor or to any guarantor or endorser of the Note. All remedies available for default in the Note or in this Mortgage shall be available to enforce such other obligations, indebtedness and liabilities upon default in any of the same.

18. If this instrument is executed by more than one person as Mortgagor, the obligation of each shall be joint and several. Whenever used, (as appropriate): the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the words "Mortgagor" and "Mortgagee" shall include, and the rights and obligations herein contained shall inure to the benefit of and bind their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF MORTGAGOR, has executed these presents under seal the day and year first above written.

WITNESS-ATTEST:

Robert D. Agona, Inc.
Robert D. Agona, Secretary

SKI'S AND NICK'S LOUNGE, INC.

Nicholas R. Agona, Inc.
Nicholas R. Agona, President

(SEAL)

(SEAL)

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } ss.

On this the 21st day of November, 1986, before me, a notary public for said State and County, the undersigned officer, personally appeared

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

who acknowledged himself to be the President of Ski's and Nick's Lounge, Inc.

a corporation, and that he, as such officer being authorized so to do, executed the foregoing Mortgage for the purposes therein contained, by signing the name of the corporation by himself as

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

The address of the within-named Mortgagee is

Notary Public Kay L. Heberling

My Commission Expires: KAY L. HEBERLING, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES DEC. 19, 1988
Member, Pennsylvania Association of Notaries

MORTGAGE

SKI'S AND NICK'S LOUNGE,
INC.

TO

CHRYSLER FIRST CONSUMER
DISCOUNT COMPANY

FOR \$ 200,907.00

DATED November 21, 1986

MAIL TO:
PREMISES:

Edward J. Krug, P.C.
1027 Grant Building
Pittsburgh, PA 15219

RECORDED in the Office for Recording of Deeds, in and for the County of
in Mortgage Book No. page &c.

WITNESS my hand and seal of Office

this day of , 19

ZAY 107 E 5329

567161

NOV 4 691 PAGE 586

RECORDED
WESTMORELAND COUNTY, PA.

99 AUG 12 AM 8:33

46344/
985/NCFS#:C67381714A
Ref#:202443820
TAX CODE/Pin:

ASSIGNMENT OF MORTGAGE

RECORDER OF DEEDS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, THE FIRST NATIONAL BANK OF CHICAGO, a Delaware corporation, whose address is One First National Plaza, Chicago, IL 60670, (assignor), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to NATIONSCREDIT FINANCIAL SERVICES CORP., a North Carolina corporation, whose address is 405 W. Loop 820 S., Ft. Worth, TX 76108, its successors or assigns, (assignee). Said mortgage dated 10/30/86 in the amount of \$174,679.20 made by RICHARD A RICH AND BONNIE S RICH AND JOHN F FETSKO AND CHERYL L FETSKO JR

to CHRYSLER FIRST CONSUMER DISCOUNT COMPANY recorded on 11/05/86, in the Office of the Recorder of Deeds of WESTMORELAND County, Pennsylvania, in Book 2099 , Page 645 (or Document No.27481)

Mortgage Premise:3130 MCCLELLAN

TOWNSHIP OF UNITY
GREENSBURG, PA 15601

In Witness whereof, the said Corporation has caused this instrument to be executed in its corporate name by R. J. Bruner its Vice President and by L. Dillard the Vice President its authorized signer, this 4th day of November, 1998
THE FIRST NATIONAL BANK OF CHICAGO

BY: *R.J. Bruner*
R. J. Bruner
Vice President

ATTEST:

J. Morand
J. Morand
Vice President

STATE OF ILLINOIS COUNTY OF COOK
On 11/04/98, before me, Maria C. Birrueta the Undersigned,
Notary Public, personally appeared R. J. Bruner
, who acknowledged to be the Vice President
and J. Morand the Vice President
of THE FIRST NATIONAL BANK OF CHICAGO
a corporation, and that s/he as such, being authorized so to do,
executed the foregoing instrument for the purposes therein contained,
by signing the name of, the corporation by themselves as such corporate officers.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Maria C. Birrueta
Maria C. Birrueta Notary Public
My commission expires:

I, *M. Hoy*, do certify that the above address of the assignee is: NATIONSCREDIT FINANCIAL SERVICES CORP., a North Carolina corporation, whose address is 405 W. Loop 820 S., Ft. Worth, TX 76108, its successors or assigns, (assignee).

Prepared by:

M. Hoy/NTC, 420 N. Brand Bl. 4th Fl. Glendale, CA 91203 (800)346-9152
Return to:Nationwide Title Clearing
420 N. Brand Blvd. 4th Fl
Glendale, CA 91203

File # 10923014-1

Li /

Due: 1-25-2023FTX 20 years
USA Judgments 20 yearsJUD/UCC 5 years
Mun Liens 20 yearsCrmln with Liens 1986
Crim Judgments 02/15/1991Back Title checked Residential Crmln Industrial Farm

DESC	0.882 Acre Tract (Lt 3)	PBV-PG		DISTRICT: Penn
TM #	55-14-14-0-061	DBV/DTS	2766-320 ✓	X Same 911 ADDRESS:
UPI #	55-06241-02000	Chain	2362-918 ✓ 2337-75 ✓ 2214-55 ✓ 1509-342 ✓ 1419-212 ✓	X 2035 Route 130 Ordered as: <input type="checkbox"/> TM / PN checked
RN	NAME	FROM	TO	R P Est. r/c p/c
	Chandoski, Josephine ✓	7-27-81	5-27-76 ✓ X	X -
	Joseph E. ✓	II	II ✓ X	X -
	Sokolowski, John G. ✓	5-26-76	8-6-1980 ✓ X	X -
	Loretta A. ✓	II	10-5-1979 ✓ X	X -
	Raymond J. ✓	II	11-27-1986 ✓ X X	X X
	Jean I. ✓	II	II ✓ X X	X X
	SKI'S and NICK'S Lounge ✓	11-21-86	1-13-23 X X	X X
	SKI X SKI'S X		SKI & X SKI'S & X	
	SKIS X SKIS' X		SKIS & X SKIS' & X	
B-	Martucci, Anthony W. ✓	FTX	JUD	- X
	Cm 15-301 X		m 2107-325 X	
	416-554 X		A 4694-586 X	
	529-581 X			
	RW 1413-463 X			
	RW 2002-1035 X			