

This Indenture Made the Seventeenth day of

Oct In the year of our Lord one thousand nine hundred and seventy-nine (1979)

Between BENJAMIN SEROTA and SHIRLEY W. SEROTA, his wife

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

ROD GOODWIN

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

Witnesseth

That the said Grantors

for and in consideration of the sum of

ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000.00)

lawful

money of the United States of America, unto them well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and

sell, release and confirm unto the said Grantee, his heirs and assigns,

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected,

SITUATE on the South side of Pine Street, BEGINNING at the distance of Two Hundred Thirty feet Westward from the West side of Eighteenth Street in the Eighth Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Pine Street Twenty-two feet and extending of that width in length or depth Southward Ninety feet to Waverly Street. BEING NO. 1822 Pine St.

BEING the same premises which Mary G. Sharpe Wilkes, widow by Deed dated May 1, 1967 and recorded at Philadelphia, in the Office for the Recording of Deeds in Deed Book C.A.D. #972 page 304 &c., granted and conveyed unto Benjamin Serota and Shirley W. Serota, his wife, in fee.

3521-76

[Signature]

D-2130-197

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises 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 them

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

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

And the said Grantors, for themselves, their

heirs, executors and administrators do covenant, promise and agree, to and with the said Grantee, his heirs and assigns, by these presents, that they, the said Grantors, their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, his heirs and assigns, against them, the said Grantors, their

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

WARRANT and forever DEFEND.

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

Scaled and Delivered
IN THE PRESENCE OF US:

B. Jerome Shen

Benjamin Serota (SEAL)
Benjamin Serota

Shirley W. Serota (SEAL)
Shirley W. Serota

The
original of this deed is on file in the
including the original of the deed
(1974-1975)

D-2130-198

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CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
DEC-5-79
P.W. 11386
900.00

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CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
DEC-5-79
P.W. 11395
540.00

0 1 1 8 5 1
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
DEC-5-79
P.B. 11212
900.00

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
DEC-5-79
P.B. 11212
540.00

Commonwealth of Pennsylvania
County of

D-2130-199

On this, the 17th day of Oct, 1979, before me,

personally appeared BENJAMIN SEROTA and SHIRLEY W. SEROTA, his wife, the undersigned Officer,

known to me (satisfactorily proven) to be the persons whose names 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.

Karen Lynne Metzler
Notary Public

KAREN LYNNE METZLER
Notary Public, Phila., Phila. Co.

My Commission Expires Jan. 10, 1983

Approved as to form
Commonwealth Land
Title Insurance Company

COMMONWEALTH LAND

DEC.

C 629 759 M

BENJAMIN SEROTA, Et Ux

TO

ROD GOODWIN

Premises: 1822 Pine Street
Eighth Ward
Philadelphia, PA

1979

John C. Clark Co., Phila.

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14.00 TAX ON
14.00 CTTLTRAN#20398
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The address of the above-named Grantee

is 1822 Pine St

Phil. Pa.

On behalf of the Grantee

KNOW ALL MEN BY THESE PRESENTS, That Rod Goodwin (Fee Simple), (hereinafter called the ASSIGNOR), in consideration of ONE (\$1.00) DOLLAR paid by The Philadelphia Saving Fund Society, a Pennsylvania Corporation, (hereinafter called the ASSIGNEE), hereby conveys, transfers and assigns unto the Assignee, its Successors and Assigns, all the rights, interest and privileges which the Assignor as Lessor has and may have in any lease now existing or hereafter made and affecting the real property described below or any part thereof, as any said lease may have been, or may from time to time be hereafter modified, extended and renewed, with all rents, income and profits due and becoming due therefrom.

This Assignment is made as additional security for the payment of a certain Note and Mortgage made by the said Assignor to the said Assignee, in the sum of ONE HUNDRED THOUSAND AND EIGHT HUNDRED (\$100,800) DOLLARS, with interest, dated the 4th day of December, 1979, and recorded in the Office for the Recording of Deeds, in and for the County of Philadelphia, State of Pennsylvania, covering real estate SITUATE in the County of Philadelphia State of Pennsylvania, and DESCRIBED as follows:

ALL THAT CERTAIN lot or piece of ground located in the County of Philadelphia, State of Pennsylvania, and as more fully described by metes and bounds on Exhibit "A" hereto.

The acceptance of this Assignment and the collection of rents or the payments under the lease hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of said Note and Mortgage. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of said Note and Mortgage, Assignor shall have the right to collect said rent, income and profits from any said lease and to retain, use and enjoy the same, provided, however that even before default occurs no rent not due under the terms of said lease shall be collected or accepted without the prior written consent of the Assignee.

The Assignor, in the event of default in the performance of any of the terms and conditions of said Note and Mortgage hereby authorizes the Assignee, at its option, to enter and take possession of the mortgaged premises and to manage and operate the same, to collect all or any rents accruing therefrom and from any said lease, to let or relet said premises or any part thereof, to cancel and modify the lease, evict tenant, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operating of said premises as to the Assignee, in its discretion may deem proper.

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

The Assignor covenants and represents that said Assignor has full right and title to assign any said lease and the rents, income and profits due or to become due hereunder, that no other assignment of any interest therein has been made, that there are no existing defaults under

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the provisions thereof, and that said Assignor will not hereafter cancel, surrender, or terminate any said lease, except for default of a tenant thereunder, or change, alter, or modify the same so as to impair the security of this Assignment, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld.

The Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to tenant under any said lease.

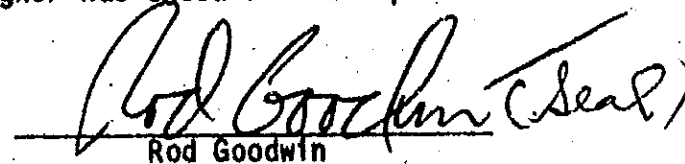
Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of said Note and Mortgage.

The full performance of said Mortgage and duly recorded release or reconveyance of the property described therein shall render this assignment void.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors, and assigns, and any subsequent owner of the real estate described herein.

IN WITNESS WHEREOF, the Assignor has executed these presents this 4th day of December A.D., 1979.

Sealed and Delivered
IN THE PRESENCE OF:


Rod Goodwin

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

D-2130-202

On the 4th day of December 1979, before me the subscriber, a Notary Public for the State and County aforesaid, personally appeared the above named Rod Goodwin and in due form of law acknowledged the above Assignment of Rents and Leases to be his act and deed and desired the same might be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.



Notary Public

My Commission expires:

ELEANOR BLOSS
Notary Public, Phila., Phila. Co.
My Commission Expires Dec. 20, 1982

EXHIBIT "A"

D-2130-203

PREMISES "A", Block 21 S 7 Lot 225

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE on the South side of Pine Street, BEGINNING at the distance of 230 feet Westward from the West side of 18th Street in the 8th Ward for the City of Philadelphia CONTAINING in front or breadth on the said Pine Street 22 feet and extending of that width in length or depth Southward 90 feet to Waverly Street.
BEING NO. 1822 Pine Street.

BEING the same premises which Mary G. Sharpe Wilkes, widow by Deed date 5/1/1967 and recorded in Philadelphia County in Deed Book CAD 972 page 304 conveyed unto Benjamin Serota and Shirley, his wife, in fee, as tenants by the entireties.

THIS Mortgage being intended to be a purchase money mortgage under the provisions of the lien priority law as amended.

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