

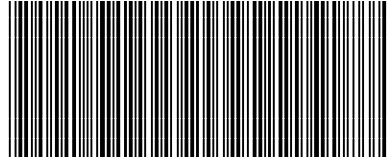
**Lancaster County**

Bonnie L. Bowman  
Recorder of Deeds  
150 N. Queen Street  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 5860057

RECORDED DATE: 06/02/2010 02:35:24 PM



2679818-0015/

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 20

**Document Type:** MORTGAGE - CORPORATE**Transaction Reference:****Document Reference:****Transaction #:** 2664889 - 2 Doc(s)**Document Page Count:** 19**Operator Id:** boydj**RETURN TO:** (ams@skarlatoszonarich.com)

\*\*PLEASE NOTE: Recorded documents with completed  
Cover Pages are returned via email to the email address(es)  
identified above.

ANNA M SOSSONG

**SUBMITTED BY:** (ams@skarlatoszonarich.com)

ANNA M SOSSONG

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

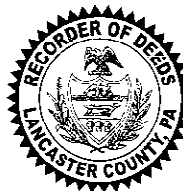
**\* ASSOCIATED DOCUMENT(S):****CONSIDERATION/SECURED AMT:** \$5430000.00**FEES / TAXES:**

RECORDING FEE: MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$23.50
EXTRA PAGE FEE	\$30.00
<b>Total:</b>	<b>\$83.50</b>

INSTRUMENT # : 5860057

RECORDED DATE: 06/02/2010 02:35:24 PM

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



**Bonnie L. Bowman**  
Recorder of Deeds

**PLEASE DO NOT DETACH****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT****NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL  
INFORMATION.**

**Prepared By:** Russell, Krafft & Gruber, LLP  
Hempfield Center, Suite 300  
930 Red Rose Court  
Lancaster, PA 17601  
(717) 293-9293

**Return To:** Russell, Krafft & Gruber, LLP  
Hempfield Center, Suite 300  
930 Red Rose Court  
Lancaster, PA 17601  
(717) 293-9293

**Parcel Identification**

**Number:** 110-26157-0-0000  
110-42899-0-0000

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**OPEN-END MORTGAGE AND SECURITY AGREEMENT**  
**THIS MORTGAGE SECURES FUTURE ADVANCES**

**THIS MORTGAGE**, made this 2<sup>nd</sup> day of June, 2010,

**BETWEEN MUSEUM PARTNERS, L.P.**, a Pennsylvania limited partnership, having its principal office at 950 Homestead Road, Newport, Pennsylvania 17074 (hereinafter referred to as the "Mortgagor"),

**A N D**

**SUSQUEHANNA BANK**, a Pennsylvania state chartered banking institution with offices at 1570 Manheim Pike, P.O. Box 3300, Lancaster, Pennsylvania 17604-3300 (hereinafter referred to as "Mortgagee").

**BACKGROUND:** Pursuant to a certain Construction Loan Agreement between Mortgagee and Mortgagor bearing even date herewith (the "Loan Agreement") and a certain Promissory Note bearing even date herewith (the "Note") executed and delivered by Mortgagor pursuant to the Loan Agreement, Mortgagor stands bound unto Mortgagee in the principal sum of Five Million Four Hundred Thirty Thousand Dollars (\$5,430,000.00), lawful money of the United States of America, with interest thereon at the rate therein specified, payable in the manner and at the times therein set forth, and for the performance of all the terms, covenants, and conditions therein contained, all of which are made a part hereof and incorporated herein by reference. The Note and the Loan Agreement, together with all other documents executed by Mortgagor in connection the Loan secured by this mortgage, and any draws thereunder are referred to collectively as the "Loan Documents".

**NOW THIS MORTGAGE WITNESSETH**, for and in consideration of the aforesaid debt evidenced by the Note and the Loan Agreement, and as security for the payment thereof, with

interest, unto Mortgagee, in discharge of the said in part recited obligation, and as security for all other sums recoverable by Mortgagee under the terms of the Note, of the Loan Agreement, and of this Mortgage, Mortgagor does hereby grant, convey, bargain and sell, release, and confirm unto Mortgagee the following Premises:

**ALL THAT CERTAIN** tract of land with improvements thereon erected or to be erected being known as 501 North Third Street and 520 North Fourth Street, Columbia Borough, Lancaster County, Pennsylvania, being more fully bounded and described on Exhibit "A" attached hereto and made a part hereof, being hereinafter referred to as the "Mortgaged Property".

**TO HAVE AND TO HOLD** the Mortgaged Property unto Mortgagee, its successors and assigns forever, in fee.

This mortgage is intended to be an open-end mortgage within the meaning of 42 Pa. C.S. § 8143, as now enacted or hereafter amended, or any successor statute or legislation enacted in the Commonwealth of Pennsylvania respecting or providing for the priority of holders of open-end mortgages.

This Mortgage is subject to the following terms and conditions:

1. **HEIRS, ETC.** The words Mortgagor and Mortgagee whenever occurring herein, shall be deemed and construed to include the respective heirs, personal representatives, successors, and assigns of Mortgagor and Mortgagee, and if there shall be more than one Mortgagor, the obligation of each shall be joint and several.

2. **SECURED INDEBTEDNESS.**

(a) All obligations of Mortgagor to Mortgagee under the terms of the Loan Documents, the Note and the Loan Agreement, the terms of which are incorporated herein and are made a part hereof.

(b) All amounts expended by Mortgagee in the performance by it of any obligation of Mortgagor under the Loan Documents, the Note or the Loan Agreement which Mortgagee elects in its discretion to perform due to the failure of Mortgagor to perform the same, together with all interest thereon.

(c) All costs, expenses, and attorney's fees incurred in the collection of the obligations secured by this Mortgage or in the protection, perfection, or enforcement of the Mortgagee's rights hereunder.

(d) All other obligations of Mortgagor to Mortgagee, whether now existing or hereafter incurred, including obligations under the Loan Documents, the Note, the Loan Agreement and any other agreement or document securing or executed in connection with the indebtedness

evidenced by the Loan Documents (such other agreement or document being hereinafter called a "Collateral Agreement").

(e) All amounts expended by Mortgagee in its discretion, including costs or expenses incidental thereto, in connection with the completion of any building or other improvements to the Mortgaged Property, if the debt evidenced by the Note or any part thereof is being obtained or advanced for the purpose of financing the construction of improvements.

(f) Anything to the contrary notwithstanding, this Mortgage shall be deemed to secure any and all expenses incurred by Mortgagee by reason of default by Mortgagor, including, but not limited to, court costs and counsel fees, advances made for the payment of taxes, assessments, maintenance charges, or insurance premiums, costs incurred for the protection of the Mortgaged Property or the lien of the Mortgage, and all interest at the contract rate on all outstanding principal balances.

3. **COVENANTS OF MORTGAGOR.** Until the entire indebtedness represented by the Loan Documents, the Note, the Loan Agreement, or any Promissory Sub-Note and secured by this Mortgage, including all sums due Mortgagee under the terms of the Loan Documents, the Note, or the Loan Agreement and this Mortgage, with interest, are fully paid, Mortgagor covenants and agrees as follows:

(a) **PAYMENT OF INDEBTEDNESS.** Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of such Note and this Mortgage. All payments due under the term of the Note shall be due without demand, unless expressly otherwise provided in the Note itself. All principal balances of the Note shall bear interest at the contract rate set forth therein, the entry of any judgment based upon the Note or upon the Mortgage notwithstanding.

(b) **WASTE AND MAINTENANCE OF PREMISES.** Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of any building at any time erected on the Premises without the prior written consent of Mortgagee; and shall maintain the premises in good condition and repair, reasonable wear and tear excepted. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof.

(c) **ENVIRONMENTAL PROVISIONS.** Except as disclosed to Mortgagee in writing, Mortgagor warrants that it has not received any notice of any claim, action, demand, violation, or alleged violation of any Environmental Law, as hereinafter defined; nor has it engaged in any activity which could reasonably lead to any claim, action, demand, or citation for violation of any Environmental Law; nor will it, during the terms of any Secured Indebtedness, engage in any activity which could reasonably be expected to give rise to any claim, action, demand, or citation for violation of any Environmental Law, and it agrees to defend, indemnify, and hold harmless

Mortgagee from any claim with regard thereto, including all legal fees, clean up costs, or other costs or expenses incurred by Mortgagee, regardless of whether such claim accrues during the term of this Mortgage or of any Secured Indebtedness or at any time after Mortgagee has gained possession of any of the Mortgaged Property. For purposes of this Mortgage, any law which requires an individual to take action or to refrain from taking action for the purpose of preserving the environment shall be deemed an Environmental Law and shall include, but shall not be limited to, the following:

- (i) The Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601 et seq.);
- (ii) The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.);
- (iii) The Clean Water Act (33 U.S.C. § 1251 et seq.);
- (iv) Superfund Amendments and Reauthorization, P.L. 99-449 (October 17, 1986);
- (v) 42 C.F.R. Part 40;
- (vi) The Clean Streams Law (35 P.S. § 691.101 et seq.);
- (vii) Solid Waste Management Act (35 P.S. § 6018.101 et seq.);
- (viii) Pennsylvania Hazardous Sites Clean-up Act (35 P.S. § 6020.101, et seq.);
- (ix) The Pennsylvania Storage Tank and Spill Prevention Act (Act 32 of 1990);
- (x) Pennsylvania Sewage Facilities Act, (35 P.S. § 750.1 et seq.);
- (xi) Land and Water Conservation and Reclamation Act (32 P.S. § 5101 et seq.);
- (xii) 25 PA. Code §§ 71.32(b)(1) & (b)(2);
- (xiii) 25 PA. Code § 71.41(b);
- (xiv) 25 PA. Code § 94.1 et seq.;
- (xv) 25 PA. Code § 245.1 et seq.; and
- (xvi) Any applicable regulations implementing any of the foregoing acts.

(d) **INSURANCE OBLIGATION.** Mortgagor shall keep the buildings and improvements on the Land continuously insured against loss by fire, with extended coverage, in such total amount as Mortgagee may from time to time require (but such amount shall in no event exceed the full fair insurable value of said buildings and improvements), business interruption insurance (if applicable), and insurance against other hazards as Mortgagee may reasonably require. The policy or policies for such insurance shall be maintained in full force and effect until such time as the indebtedness hereby secured is fully repaid. All policies, including, but not limited to, policies for any amounts carried in excess of the aforesaid minimum and policies not specifically required by Mortgagee, shall be with an insurance company or companies, and in form, satisfactory to Mortgagee and shall be deposited, premiums paid, with Mortgagee. The loss, if any, shall be payable to Mortgagee according to the terms of a standard mortgagee clause, not subject to full contribution, or of such other form as shall be satisfactory to Mortgagee. Mortgagee shall have the right to apply the proceeds of any such insurance, at its election, either to reduce the indebtedness secured hereby or to restore the Premises. All certificates of renewal or renewal policies shall be delivered, premiums paid, to Mortgagee at least ten (10) days before the expiration of the old policies. If Mortgagee becomes the owner of the Premises or any part thereof by foreclosure or otherwise, such policies shall become the absolute property of Mortgagee.

(e) **PAYMENT OF TAXES AND OTHER CHARGES.** The Mortgagor shall, if requested by the Mortgagee or if required to do so upon the occurrence of an event of default under the Loan Documents, also pay to the Mortgagee, in addition to and concurrently with each monthly or other periodic payment of principal and/or interest, all real estate taxes, water and sewer rents, and other similar claims and liens assessed or which may be assessed against the Premises or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims, and liens commence to bear interest or penalties, and not later than such dates shall produce to Mortgagee receipts for the payment thereof in full, and shall pay every other tax, assessment, claim, lien, or encumbrance which may at any time be or become a lien upon the Premises prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established on its books, or by deposit of cash with Mortgagee (as Mortgagee may elect), a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and as long as such contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

(f) **ESCROW AND APPLICATION OF PAYMENT.** In the event of default and the expiration of any cure period provided in the Loan Agreement or in the event Mortgagee fails to provide proof of timely payment of any charges described in this Subparagraph, the Mortgagor shall, if requested by the Mortgagee, also pay to the Mortgagee, in addition to and concurrently with each monthly payment of principal and interest until the Note is fully paid the following sums: (a) a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance held by the Mortgagee pursuant to the provisions of this Mortgage

and accompanying Note, mortgage insurance if and so long as this Mortgage and the Note secured hereby are insured, plus taxes, ground rents, assessments, or charges relating to lighting, fire hydrants, garbage and trash, standby charges for fire protection service, and matters of a similar or allied nature, and sewer and water rents next due on the Premises covered by this Mortgage (all as estimated by the Mortgagee and of which the Mortgagor is notified), less all sums already paid therefor, divided by the number of periodic payment dates to elapse before one month prior to the date when such premiums, taxes, ground rents, assessments, or charges as aforesaid, and sewer and water rents will become due, such sums to be held by the Mortgagee as Escrow Agent for the Mortgagor, to pay said premiums, taxes, ground rents, assessments or charges as aforesaid, and sewer and water rents; (b) the aggregate of the amounts payable pursuant to subparagraph (a) and those payable on this debt shall be paid in a single payment each period to be applied as hereinafter stated. Any deficiency in the amount of any such aggregate periodic payment shall constitute an event of default hereunder and under the Note unless made good by the Mortgagor prior to the due date of the next such payment. The payments required under (a) of this paragraph shall be reviewed annually, and, if the total of such payments shall exceed the amount of payments actually made by Mortgagee as Escrow Agent for taxes, ground rents, assessments, or charges as aforesaid, or sewer or water rents or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by Mortgagor for such items or, at Mortgagee's option as Escrow Agent, shall be applied to the principal of this debt if principal payments are in arrears at such time, or to interest due thereon if interest payments are in arrears at such time. If, however, the total of such payments shall not be sufficient to pay such items when the same shall become due and payable, then Mortgagor shall pay to Mortgagee as Escrow Agent any amount necessary to make up the deficiency within thirty (30) days after written notice from Mortgagee stating the amount of the deficiency. Mortgagor hereby authorizes Mortgagee to disburse said escrow fund, in whole or in part, from time to time, without further authorization from or notice to said Mortgagor. Payments made under this mortgage and the accompanying Note shall be applied to the following items in the order stated: (1) Taxes, assessments, or charges as aforesaid, sewer and water rents, fire and other hazard insurance premiums, and mortgage insurance premiums; (2) expenses of collection as authorized herein; (3) interest on this debt; and (4) amortization of the principal of this debt.

(g) **SECURITY AGREEMENT, FINANCING STATEMENT, AND FIXTURE FILING.** This Mortgage creates a Security Interest in the personal property included in the Premises and constitutes a Security Agreement under the Uniform Commercial Code. This Mortgage shall also constitute a Security Agreement and the granting of a Security Interest in all fixtures related to or included in the Premises, and the recording hereof shall constitute a fixture filing as that term is defined in the Uniform Commercial Code as adopted in the Commonwealth of Pennsylvania. The address of the Secured Party from which information concerning the Security Interest may be obtained is the address of Mortgagee as it appears at the head of this Mortgage. The address of the Debtor is the address stated for Mortgagor at the head of the Mortgage. This Security Interest shall be in personal property including, but not limited to, all furnishings, furniture, lighting fixtures, heating fixtures, equipment, machinery, goods, and all personal property of whatever nature which may be attached in whatever manner to the real property which is the subject of this Mortgage, whether already acquired or hereafter acquired, together with all additions or accessions thereto and together with all cash or non-cash proceeds derived from any disposition thereof.

Mortgagor shall execute, file, and refile such Financing Statements or other Security Agreements as Mortgagee shall require from time to time with respect to property included in the Premises.

(h) **CONDEMNATION PROCEEDINGS.** If any part of the Premises is condemned, except as hereinafter provided in this covenant, all proceeds shall be applied first to pay the indebtedness secured hereby. No settlement for the damages sustained thereby shall be made by Mortgagor without Mortgagee's prior written approval thereof. If the amount of an initial award of damages for the condemnation is insufficient to pay the amount of indebtedness secured hereby in full with interest and costs, Mortgagee shall have the right to file an appeal or such other legal proceedings as legal counsel may advise to be appropriate under the circumstances in the name of Mortgagor or of Mortgagee (for which action Mortgagee or such counsel as it chooses is hereby irrevocably appointed attorney in fact for Mortgagor), and to prosecute same to final conclusion or otherwise dispose thereof, in which event the expense of the appeal or other appropriate legal proceedings, including but not limited to reasonable counsel fees, shall be first paid out of the proceeds, and no credit shall be given on account of the mortgage debt other than a credit for the amount, if any, whereby the final proceeds exceed all such expenses. Nothing in this covenant or elsewhere in this Mortgage shall limit rights otherwise available at law to Mortgagee, including, but not limited to, rights to intervene as a party to any condemnation proceedings. This Power of Attorney shall not be affected by disability of Mortgagor, the Principal.

(i) **COMPLIANCE WITH ORDINANCES.** Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation or the validity thereof, then Mortgagor shall not be required to comply therewith, so long as such contest operates to prevent enforcement, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

(j) **LATE CHARGES.** In the event of any default by Mortgagor in the payment(s) required hereunder or failure to maintain the required insurance, or to pay promptly all taxes assessed against the mortgaged property and present tax receipts to Mortgagee, the Mortgagor shall pay to Mortgagee the late charge as provided in this Note for all payment(s) past due and in default for a period of ten (10) days. This obligation shall be due and payable as part of the debt hereunder.

(k) **ADDITIONAL ACTS.** Mortgagor shall, promptly upon request of Mortgagee: (i) do all acts and things, including, but not limited to, the execution of any further assurances deemed by Mortgagee to establish, maintain, and continue the lien created and intended to be created hereby, all assignments made or intended to be made pursuant thereto, and all other rights and benefits conferred or intended to be conferred upon Mortgagee hereby, and Mortgagor shall pay any costs incurred by Mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable counsel fees incurred by Mortgagee, and (ii) furnish Mortgagee with a written certification, signed by Mortgagor or by an officer of the Mortgagor on Mortgagor's behalf as to all then existing leases covering any part of the Mortgaged Property, and the names of the tenants and the rents payable thereunder, together with executed copies of all such



leases. Mortgagor shall also execute and deliver to the Mortgagee upon request such documents and statements as the Mortgagee may require to perfect, protect, or extend the lien or priority of this Mortgage on the Mortgaged Property and pay all costs of recording or filing such documents or statements in such public offices as the Mortgagee may require.

(I) **CONDOMINIUM PROVISIONS - UNIFORM ACT**. Mortgagor intends to create a condominium under the Pennsylvania Uniform Condominium Act (the "Uniform Act"). Mortgagor covenants that it will submit the real estate subject to this Mortgage to the provisions of the Uniform Act. If the proposed Declaration and all other documents required by the Uniform Act are satisfactory to Mortgagee, Mortgagee shall, upon request of Mortgagor, consent to the recording of the Declaration and submission of the real property to the provisions of the Uniform Act.

As additional security for the payment of the indebtedness evidenced by the Note and secured by this Mortgage, Mortgagor hereby gives, grants, bargains, sells, confirms and assigns to Mortgagee, and its successors and assigns, all of Mortgagor's right, title and interest in and to all "Special Declarant Rights" including, but not limited to, all "Development Rights" as those terms are defined in the Uniform Act or in the Declaration, whether these rights now exist by virtue of any reservation in any existing recorded Declaration of Condominium or are later created by any Declaration of Condominium recorded after the date of this document. The exercise or attempted exercise of any Development Rights or Special Declarant Rights that would make the condominium subject to a master condominium association or Special Declarant Rights to consolidate the condominium with other condominiums shall be invalid and of no force and effect unless and until Mortgagee's consent, pursuant to this Mortgage, has been obtained and evidenced by Mortgagee's written consent to the Declaration or in an amendment to the Declaration. Mortgagee's consent or joining in any Declaration for the purpose hereof shall not make Mortgagee a declarant as defined under the Uniform Act.

In addition to all other covenants and conditions made in this Mortgage, Mortgagor agrees that, upon and after the effective submission of the property to the Uniform Act (effective submission being demonstrated by Mortgagor furnishing to Mortgagee a policy of title insurance from a company and in a form approved by Mortgagee and containing coverage required by Mortgagee, insuring that the property has been validly submitted under the Uniform Act), Mortgagor shall:

(i) Keep the property in good repair and shall pay all taxes, assessments, water rents, sewer rents, utility charges and other charges and liens having priority over the lien of this Mortgage now or whenever they are assessed.

(ii) Pay all common expense assessments and all other assessments as required by the Declaration or any resolutions adopted pursuant to it and shall promptly, upon demand, exhibit receipt for such payment to Mortgagee. Failure to make any required payment or to exhibit receipt for it shall render the indebtedness evidenced by the Note and secured by this Mortgage immediately due and payable at the option of Mortgagee.

(iii) Mortgagor or the Association administering the condominium shall keep all buildings erected on, or to be erected on, the real estate insured against loss by fire (with extended coverage), vandalism and malicious mischief in an amount sufficient for repair or replacement of the buildings, improvements and the common elements within the condominium. These insurance policies are to be written in the name of, and with recovery for loss payable to, the Association or to an insurance trustee as trustee for each of the unit owners in the allocated interests established in the Declaration and to the respective mortgagees of unit owners as their interests may appear. The policy or policies shall be from companies approved by Mortgagee for the common elements and the policy or policies shall cover the full insurable replacement value of those items and shall contain a loss payable endorsement in favor of the Association or insurance trustee as trustee for each unit owner and the holder of each unit owner's mortgage. Such policy or policies will permit the waiver of subrogation and shall provide that the insurance company or companies will not look to the Association or any unit owner for the recovery of any loss under said policy or policies. The policy or policies shall not be cancelable except after thirty (30) days written notice to Mortgagee. The insurance policy or policies or their certificates shall be delivered, premiums paid, to Mortgagee at its office and all renewal policies or certificates shall be delivered, premiums paid, at least thirty (30) days before the expiration date of the old policies. Mortgagor agrees that upon the failure of Mortgagor or the Association to maintain the insurance as above stipulated, to deliver renewal policies as described above or to pay premiums for these policies, the entire unpaid principal sum, and any other sums which shall be payable under this provision, shall be due and payable immediately at the option of Mortgagee notwithstanding anything contained in this Mortgage to the contrary. If there is a loss and payment by any insurance company, the amount of insurance money received shall be applied to rebuilding and restoring the damaged property or as otherwise provided in the Declaration or the Uniform Act. If there is a distribution of hazard insurance proceeds in lieu of restoration or repair following the loss of the property (whether to a unit, units or the common elements), any proceeds payable to Mortgagor are assigned and shall be paid to Mortgagee for application to payment of the sums secured by this Mortgage. Mortgagor agrees to cause, at the request of Mortgagee, the Mortgagee to be named as an additional insured in any liability insurance policy maintained with respect to the property. This insurance shall be on terms and in a form and for periods and in amounts as Mortgagee shall, from time to time, approve or require. Mortgagee shall have all rights and privileges which the owner of a unit has by virtue of the Uniform Act and the Declaration as though Mortgagee were, in fact, a unit owner as defined in the Uniform Act.

These rights and privileges include, without limiting the previous general statement, all voting rights accruing to Mortgagor under the terms of the Declaration. If Mortgagor defaults under the terms of this Mortgage or the Note, and for so long as any default continues, Mortgagee may vote in the place of Mortgagor. Mortgagee may exercise any and all rights referred to above and Mortgagee may vote in the place and stead of Mortgagor. Mortgagee may exercise any and all rights referred to herein and Mortgagor nominates and appoints Mortgagee irrevocably, so long as this Mortgage remains in effect, as Mortgagor's proxy to vote and, as Mortgagor's agent, to act with respect to all rights while any default continues. Written notice of default from Mortgagee to the Association (or the Executive Board of the Association) shall be conclusive as to the existence of a default and as to Mortgagee's rights and privileges under this paragraph, including all voting rights accruing to Mortgagor under the terms of the Declaration and the Uniform Act. The

provisions of this paragraph shall in no event render Mortgagee liable for any common expense or other assessment required by the Declaration or any resolution adopted pursuant to the Uniform Act nor shall these provisions render, in and of themselves, Mortgagee to be deemed a declarant.

Mortgagor shall not, except after notice to Mortgagee and with the prior written consent of Mortgagee: (i) vote for or consent to any modification of, amendment to or relaxation in enforcement of any provision of the Declaration; (ii) in the event of damage to or destruction of the property, vote in opposition to a motion to repair, restore or rebuild; (iii) in each and every case in which, under the provisions of the Uniform Act or the Declaration, the unanimous consent or unanimous vote of the unit owners is required, vote or give consent to partition or subdivide any unit; (iv) consent to the termination provided by law if there is substantial destruction by fire or other casualty or in the course of a taking by condemnation or eminent domain; (v) consent to any material amendment to the Declaration or other documents of the condominium including, but not limited to, any amendment which would change the allocated interests in the unit owners in the condominium; (vi) consent to the effectuation of any decision by the Association of unit owners to terminate the professional management and assume self-management of the condominium; (vii) exercise any Development Rights reserved in the Declaration; or (viii) exercise any special Declarant Rights to make the condominium subject to a master association or merge or consolidate this condominium with any other condominium. Mortgagor shall fully and faithfully observe, keep and perform each and every requirement, condition, covenant, agreement and provision under the Uniform Act, the Declaration and the by-laws and rules and regulations of the Association. Mortgagor shall promptly deliver to Mortgagee a true and correct copy of each and every notice of default received by Mortgagor with respect to any obligation of Mortgagor under the provisions of the Uniform Act, the Declaration, the by-laws or the rules and regulations. If Mortgagor shall not cure or remedy any default within a period of thirty (30) days after notice of default from the Executive Board or the Association, the Association or Mortgagee, if there is a default which cannot, with due diligence, be cured or remedied within the thirty (30) day period and Mortgagor fails to proceed promptly after notice to cure or remedy the default with due diligence, then Mortgagee, at its option but without any obligation to do so, may cure or remedy any default of Mortgagor and, in addition, at the option of Mortgagee, the entire indebtedness outstanding under the Note shall become due and payable at once without notice (together with any sums advanced by Mortgagee to cure or remedy any default).

After the recording of the Declaration and the issuance of a policy of title insurance which includes insurance against loss or damage caused by the failure of any unit and its common elements within the condominium to be part of the condominium within the meaning of the Uniform Act and including other insurance customarily included within the provisions of a condominium endorsement substantially similar to ALTA Endorsement Form No. 4, upon request of Mortgagor, provided that Mortgagor is not in default under the terms of this Mortgage or the Note, Mortgagee agrees to release from the lien and operation of this Mortgage and supporting documents Condominium Unit A, together with the allocated interest of that unit, upon payment of one hundred percent (100%) of the net proceeds from the sale of such unit as described in the Loan Agreement to be applied by Mortgagee as provided in the Loan Agreement until the entire balance of the principal and interest due is paid in full. If Condominium Unit A is subdivided or merged with any other unit

pursuant to the Uniform Act and in compliance with the terms of the Declaration, the amount of the partial release fee shall be readjusted based on the resulting square footage of the unit at the sole discretion of Mortgagee. This determination shall be made prior to Mortgagee's consent to any subdivision or merger. To the extent any Development Rights are exercised by Mortgagor (with the consent of Mortgagee) which create additional units, converts units into common elements or withdraws land in which units may be created, the amount of the release fee shall be readjusted at the sole discretion of Mortgagee. This determination shall be made prior to Mortgagee's consent to the exercise of the Development Rights. The partial release of this Mortgage for these units (and their allocated common interests) shall not result in a release of any Special Declarant Rights, including Development Rights, of Mortgagor as defined under the Uniform Act or in the Declaration which this Mortgage encumbers unless the release specifically states it is releasing some or all of these rights.

4. **DEFAULT AND REMEDIES UPON DEFAULT.**

(a) **DEFAULT.** The occurrence of any of the following events shall, at the election of Mortgagee without notice to Mortgagor, and upon the expiration of any applicable cure period provided hereunder or in any of the Loan Documents, constitute a default hereunder:

(i) Failure of Mortgagor to make any payment of principal or interest when due in accordance with the terms of the Loan Agreement or the Note.

(ii) Failure of Mortgagor to pay when due any of the sums required to be paid on account of the Loan Documents, or under the terms of this Mortgage or any Collateral Agreement.

(iii) Failure of Mortgagor to observe, perform or comply with any other term, covenant, or condition contained in the Loan Documents, this Mortgage or any Collateral Agreement, provided that Mortgagee has given any required notice of default in accordance with the Loan Documents, this Mortgage or any Collateral Agreement and Mortgagor has failed to cure such default within any applicable cure period.

(iv) Any representation, warranty, financial statement, or other information made or furnished by Mortgagor to Mortgagee in compliance with or in connection with the loan secured hereby shall prove to have been false or erroneous in any material respect when made or furnished.

(v) Mortgagor shall be adjudicated bankrupt or make an assignment for the benefit of creditors or suffer proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted against Mortgagor, and if contested by Mortgagor, not to be dismissed within sixty (60) days, whether voluntary or involuntary.

(vi) Commencement of any action or proceeding to foreclose any lien upon the Mortgaged Property or any part thereof other than the lien of this Mortgage.

(vii) Conveyance of title or any portion of title to the Mortgaged Property, as provided in Section 5(e) hereof.

(viii) Receipt by Mortgagee of any notice as provided in Section 6 hereof.

(b) **REMEDIES FOR DEFAULT.** Upon the happening of any one or more of the events set forth in Section 4(a) hereof, and the expiration of any applicable cure period, and upon declaration of default under the terms hereof by Mortgagee, the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable without further notice or demand, and in any such Event of Default Mortgagee may forthwith:

(i) Institute an action of Mortgage Foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement of the Mortgage or of the obligation of Mortgagor under the terms of the Note and realization of the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate stipulated in the Note, together with all other sums secured by this Mortgage, all costs of suit, interest at the contract rate from and after the date of Sheriff's Sale of the Premises and reasonable attorney's fees for collection, without further stay, any law, usage, or custom to the contrary notwithstanding; or

(ii) Enter into possession of the Premises, with or without legal action and by force if necessary; lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including, but not limited to, agents compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Premises if deemed advisable by Mortgagee, or on account and in reduction of the principal or interest under the terms of the Note hereby secured in such order and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant. Mortgagee shall be under no obligation to enforce any lease for all or any portion of the Premises and shall have no obligation as Lessor under the terms thereof.

(c) **PAYMENTS ON BEHALF OF MORTGAGOR.** If Mortgagor shall fail to pay any taxes, water and sewer easements, assessments, or any other charges, claims, prior or subsequent mortgages, or ground rents, or fail to maintain insurance or make all necessary repairs to

the Mortgaged Property, or perform any other obligation of Mortgagor contained in the Note, this Mortgage, or in any Collateral Agreement, Mortgagee may, at its sole option and with prior notice to Mortgagor, advance sums on behalf of Mortgagor in payment of said obligation, all of which sums Mortgagor hereby authorizes Mortgagee to make, due to the failure of Mortgagor to make payment of the same, without prejudice to the right of enforcement of the Note or other remedies of the Mortgagee as herein set forth; and all such sums so advanced by Mortgagee shall be due on demand and shall be added to and become a part of the indebtedness secured by this Mortgage, with interest thereon at the same rate set forth in the Note for interest on the principal sum from the date of the respective expenditures, all of which may be enforced by Mortgagee against Mortgagor at any time.

5. **MISCELLANEOUS PROVISIONS.**

(a) **ASSIGNMENT OF LEASES AND RENTS.** As further security for the payment of the indebtedness under the Note and performance of the obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. Unless otherwise provided in the Note or any Collateral Agreement, this assignment shall be operative with regard to the collection of rents by Mortgagee only in the event of the occurrence of a default hereunder or under the Note or other instrument collateral hereto, remaining uncured at the expiration of any grace or cure period, if any, provided above in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmation of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers in this paragraph contained, Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or any part thereof. Notwithstanding any collection of rents by Mortgagee, Mortgagor shall for all purposes remain liable as Lessor to any Lessee for performance as Lessor under the terms of any lease. Further, Mortgagor covenants and agrees to collect no rents for any lease more than thirty (30) days in advance of the due date thereof. From time to time and upon Mortgagor's written request, Mortgagor shall provide to Mortgagee true and correct copies of all leases for the Premises or any portion thereof and of any and all renewal, replacement, or substitute Leases for the Premises or any portion thereof. Mortgagor shall provide Mortgagee with written notice of any default under the terms of any lease at any time. Mortgagor warrants that all such Leases are or will be valid, enforceable obligations, and no event of default exists under the terms of any existing Lease on the date hereof. During the term of the Note, Mortgagor shall perform all obligations of Lessor under every Lease. Mortgagor hereby agrees to defend, indemnify, and hold harmless Mortgagee from any claim, action, demand, or suit, of whatever nature, which may at any time arise in favor of any

Lessee of the Premises or any portion thereof under the terms of any lease between Mortgagor and such Lessee, including all costs and counsel fees incurred by Mortgagee in defending the same.

(b) **ASSIGNMENT OF SALES CONTRACTS.** As further security for the payment of the indebtedness under the Note and the performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all agreements of sale in existence and to be created in the future, together with all security deposits and proceeds therefrom under existing or future agreements of sale. From time to time, upon Mortgagee's written request, Mortgagor shall provide to Mortgagee true and correct copies of all agreements of sale for any condominium unit in the Premises or for the Premises or any portion thereof and any and all replacements or amendments therefor. Mortgagor shall also provide to Mortgagee written notice of any default under the terms of any agreement of sale at any time. Mortgagor warrants that all agreements of sale are or will be valid and enforceable obligations. During the term of the Note, Mortgagor shall perform all obligations of seller under any such agreements of sale. Mortgagor hereby agrees to defend, indemnify and hold harmless Mortgagee from any claim, action, demand or suit of whatever nature which may, at any time, arise in favor of any purchaser of the Premises or any portion thereof under the terms of any agreement of sale, including all costs and counsel fees incurred by Mortgagee in defending the same.

(c) **COUNSEL FEES.** If Mortgagee becomes a party (by intervention or otherwise) to any action or proceeding affecting the Premises or the title thereto or Mortgagee's interest under this Mortgage, or employs an attorney to collect any of the indebtedness or to enforce performance of the obligations, covenants, and agreements secured hereby, Mortgagor shall reimburse Mortgagee, forthwith upon written notice and without further demand, for all reasonable costs, charges, and counsel fees incurred by Mortgagee, in any such case, whether or not suit be commenced, and the same shall be secured hereby as a further charge and lien upon the Premises.

(d) **NOTICE.** A notice which is mailed by regular mail to Mortgagor, or to the person or persons who are then the owner or owners of the Premises, at the Premises, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when required under this Mortgage, and such shall be deemed delivered three (3) days from the date when such notice is deposited, postage prepaid, in the United States mail.

(e) **CONVEYANCE BY MORTGAGOR.** Mortgagee hereby reserves the right, in its discretion, to declare the balance due and payable forthwith in the event that Mortgagor shall, without the written consent of Mortgagee, which consent Mortgagee reserves the right to refuse, convey title to any part or all of the subject premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever, including any conveyance by Deed or the execution of any Installment Sale Agreement or Lease containing an option to purchase. In the event that Mortgagee agrees to conveyance of the Premises by the Mortgagor or to the change in the vesting of title as aforesaid (and Mortgagee expressly reserves the right to refuse to consent thereto), the Mortgagor shall obtain from the Grantee a Note and such other documents as Mortgagee may require, executed by the Grantee in favor of the Mortgagee, in substantially the same form as the Note and in the amount of the unpaid principal, interest, charges, and claims then due and payable.

The Mortgagor shall not be deemed to be released from his obligation on the original Note by reason of the new Note of the Grantee and the other documents required by Mortgagee unless expressly otherwise agreed in writing.

(f) **EXTENSIONS.** The granting of an extension or extensions of time or modification by the Mortgagee with respect to the performance of any provision of this Mortgage or the Note on the part of the Mortgagor to be performed, or the taking of any additional security, or the failure by Mortgagee, whether intentional or otherwise, to enforce any provision of this Mortgage or of said Note or to declare a default with respect thereto, shall not operate as a waiver of the event of default giving rise to such right or of any subsequent default or defaults or affect the right of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

(g) **TIME OF ESSENCE.** Time is of the essence of this Mortgage.

(h) **CUMULATIVE REMEDIES.** The remedies of Mortgagee as provided herein, or in the Note, or in any Collateral Agreement, and all warrants herein and in the Note, shall be cumulative and concurrent, and may be pursued singly, successively, or together against Mortgagor and/or the Mortgaged Property, at the sole discretion of Mortgagee, and shall not be exhausted by any exercise thereof, but may be exercised as often as occasion therefor shall occur.

(i) **WAIVER AND RELEASE.** Mortgagor hereby waives and releases all errors, defects, and imperfections in any proceedings instituted by Mortgagee under this Mortgage or under the Note or any Collateral Agreement, as well as all benefits that might accrue to Mortgagor by virtue of any present or future laws exempting the Mortgaged Property or any part of the proceeds arising from any sale thereof from attachment, levy, or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment.

(j) **SEVERABILITY.** Any provision of this Mortgage which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(k) **APPLICABLE LAW.** This Mortgage shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Lancaster County, Pennsylvania. Notwithstanding the foregoing, this provision shall not be construed to bar Mortgagee from instituting any action with regard to the Mortgaged Property in the County and State in which the Mortgaged Property is located.

(l) **CAPTIONS.** The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.



(m) **ADDITIONAL DOCUMENTS.** Mortgagor shall execute any and all documents reasonably deemed necessary by Mortgagee to perfect Mortgagee's interest hereunder, including, but not limited to, any financing statements or renewal statements reasonably deemed necessary to perfect any security interest granted hereunder or under the terms of the Note or any Collateral Agreement.

6. **OPEN-END MORTGAGE: TERMINATION OF ADVANCES.** Mortgagor acknowledges that, in the event that Mortgagee receives written notice from a third party holder of a subordinate lien or encumbrance upon the Mortgaged Premises or from a person providing labor or materials for the construction, alteration, or repair of the Mortgaged Premises, providing Mortgagee with notice of such interest, Mortgagee may, without notice to Mortgagor, elect to make no further advances of principal under the terms of the Note, any Construction Loan Agreement, or other documents evidencing the indebtedness secured by this Mortgage, whether or not all principal thereunder has been advanced prior to the date of such notice, and Mortgagee shall have no liability to Mortgagor for any damages resulting from such determination. In addition, at the election of Mortgagee, the receipt of such notice may, without notice to Mortgagor, be deemed an event of default under this Mortgage and under any document executed pursuant hereto and made a part hereof. Further, Mortgagee's obligation to advance loan principal shall immediately terminate without further liability in the event that Mortgagee receives from Mortgagor written notification indicating that Mortgagor has elected to make a unilateral amendment to this Mortgage, and the receipt of such notice shall serve as a full release and discharge of all of Mortgagee's obligations to advance additional principal under the terms of the Note of any other document executed in connection therewith, evidencing indebtedness secured by this Mortgage.

7. **OPEN-END MORTGAGE: COSTS, ETC. AS FUTURE ADVANCES.** Anything to the contrary herein notwithstanding, this Mortgage shall be deemed to secure any and all expenses incurred by Mortgagee by reason of default, including, but not limited to, court costs and counsel fees, advances made for the payment of taxes, assessments, maintenance charges, or insurance premiums, expenses incurred by the Mortgagee by reason of default by Mortgagor, costs incurred for the protection of the Mortgaged Premises or the lien of the Mortgage, and all interest at the contract rate on all outstanding principal balances.

**[remainder of this page intentionally left blank]**

**PROVIDED, NEVERTHELESS**, that upon payment of the secured indebtedness and all interest being received by Mortgagee, and upon compliance by Mortgagor with all provisions hereof, then the estate created hereby and the obligation under the Note shall cease, determine, and become void, anything to the contrary herein notwithstanding.

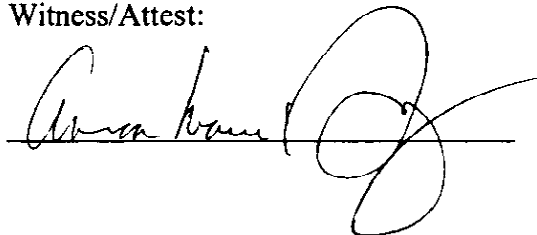
**IN WITNESS WHEREOF**, and intending to be legally bound hereby, Mortgagor has executed these presents under seal on the date first above written.

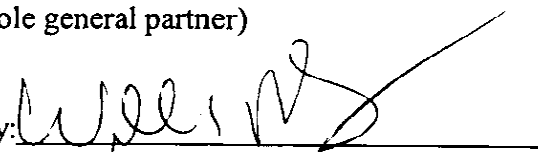
**MORTGAGOR:**

Museum Partners, L.P.,  
a Pennsylvania limited partnership

By: I.B.S. Development Corporation  
(sole general partner)

Witness/Attest:

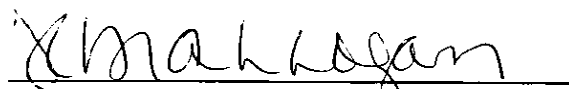


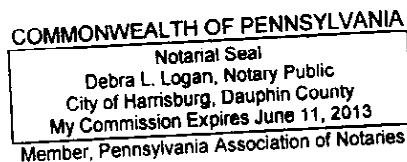
By:   
William I. Roberts, President

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF LANCASTER )

On this, the 2<sup>nd</sup> day of June, 2010, before me, a Notary Public, the undersigned officer, personally appeared William I. Roberts, who acknowledged himself to be the President of I.B.S. Development Corporation, a Pennsylvania business corporation, the sole general partner of Museum Partners, L.P., a Pennsylvania limited partnership, and that as such officer of the sole general partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as sole general partner.


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

  
Notary Public



I HEREBY CERTIFY that the address of the Mortgagee is:

Susquehanna Bank  
1570 Manheim Pike  
P.O. Box 3300  
Lancaster, PA 17604-3300

 SVP.  
\_\_\_\_\_  
Stevens L. VanDuzer,  
Senior Vice President

ALL THAT certain lot or tract of land situate along North Third Street, a State Road (SR 0441), in the Borough of Columbia, County of Lancaster and Commonwealth of Pennsylvania, and including two (2) Brick Buildings partially demolished, as described in a survey prepared by Sanchez & Associates, Inc., dated May 8, 2009, as Drawing #09-LC-0150, being more fully bounded and described as follows, to wit:

BEGINNING at a railroad spike at the intersection of the East right of way line of North Third Street (SR 0441), a sixty (60) feet wide right of way, with the North right of way of Linden Street, a sixty (60') feet wide right of way; thence along the East right of way of North Third Street (SR 0441), North thirty-five degrees, zero minutes, no seconds West (N 35° 00' 00" W), a distance of one hundred eighty-eight and nineteen hundredths (188.19') feet to a railroad spike, thence along the lands of Michael A. Alliota the following nine (9) courses and distances; (1) North fifty-five degrees, zero minutes, and no seconds East (N 55° 00' 00" E), a distance of forty-four and twenty-nine hundredths (44.29') feet to a railroad spike; thence (2) North twelve degrees, twelve minutes, and no seconds West (N 12° 12' 00" W), a distance of ten and fifty-five hundredths (10.55') feet to a railroad spike; thence (3) North fifty-five degrees, zero minutes, and no seconds East (N 55° 00' 00" E), a distance of one hundred thirteen and thirty-eight hundredths (113.38') feet to a steel fence post; thence (4) North thirty degrees, four minutes, and no seconds West (N 30° 04' 00" W), a distance of forty-one and sixty-four hundredths (41.64') feet to a railroad spike; thence (5) North fifty-five degrees, zero minutes, and no seconds East (N 55° 00' 00" E), a distance of eight and seventy-five hundredths (8.75') feet to a railroad spike; thence (6) North sixty-nine degrees, thirty-four minutes, and no seconds East (N 69° 34' 00" E), a distance of thirty-four and forty-six hundredths (34.46') feet to a steel fence post; thence (7) North sixty degrees, forty-two minutes, and no seconds East (N 60° 42' 00" E), a distance of nineteen and sixty-nine hundredths (19.69') feet to a steel fence post; thence (8) North fifty-five degrees, zero minutes, and no seconds East (N 55° 00' 00" E), a distance of sixty-nine and eighty-one hundredths (69.81') feet to a steel fence post; thence (9) North thirty-five degrees, zero minutes, and no seconds West (N 35° 00' 00" W), a distance of one hundred three and six hundredths (103.06') feet to a steel fence post; thence along the southern right of way of the Pennsylvania Department of Transportation (SR 0030), North eighty degrees, fifty-five minutes, and eight seconds East (N 80° 55' 08" E), a distance of two hundred fourteen and seventy-six hundredths (214.76') feet to a railroad spike; thence along the West right of way line of North Fourth Street (Portion Unopened), a sixty (60') feet wide right of way, South thirty-five degrees, zero minutes, and no seconds East (S 35° 00' 00" E), a distance of two hundred thirty-seven and ninety-five hundredths (237.95') feet to an Iron Pin; thence along the North right of way line of Linden Street South fifty-five degrees, zero minutes, and no seconds West (S 55° 00' 00" W), a distance of four hundred ninety and no hundredths (490.00') feet to a railroad spike being the place of BEGINNING.

CONTAINING an area of 2.704 Acres more or less.

ALSO, BEING the same parcel that is subject to a survey prepared by Sanchez & Associates, Inc. dated May 8, 2009.