

Liability for negligence, mistakes or omissions to a sum not to exceed the cost of the search.

Order No. 175143
Effective Date: 8/26/2016
Report Completed on: 9/13/2016

Property Address: 238 W Coulter Street Philadelphia PA 19154 Philadelphia County
Title Held By: Isaac Aepli

Plot and Plan: 48 N 22-171

Real Estate Tax ID: 12-4-0366-00

Real Estate Taxes: (See Printout)

2016 Assessment: \$74,400.00

2016 Real Estate Tax \$

Water & Sewer Rents:

TOTAL DUE BY

\$27.87

Mechanics Liens and Municipal Claims: (NONE)

Judgments: (1)

Federal Tax Liens: (NONE)

Bankruptcies: Not Searched. Social Security & EIN numbers to be produced for all parties involved in this transaction.

Executive Order: Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.

Mortgages: (1)

Purchase Money Mortgage Recorded on 1/28/2005 As Document No.: 51106914 is Satisfied Yes Recorded : 9/6/2005

(1.) Mortgage Amount: \$40,500.00

Mortgagor: Mariah E. Vassall

Mortgagee: Bank United of Texas

Dated: 6/30/1995

Recorded: 8/29/1995

As Document No.: VCS 1701 page 41

Last Assigned To: The First National Bank

Recorded: 5/13/1997

As Document No.: 108 page 336

UCC Financing Statements: (0)

Requirements:

1. **IMPORTANT NOTICE:** Notice required under Rule 3129 for any possible outstanding support obligations filed of record or with the Domestic Relations section of the County, and the Commonwealth of Pennsylvania, Department of Welfare
2. Possible additional assessment for taxes on any new construction or major improvement to premises
3. **NOTICE:** The current public records fail to reflect any indications of the existence of a Homeowners or Condominium Association. Proof to be provided that subject premises is not a part of nor subject to assessment fees, service dues, or other charges of a Homeowners or Condominium Association; otherwise, receipts to be produced and filed with Company.
4. **NOTICE:** Probate Search of the above identified owner(s) disclosed no estate filed of record.

5. NOTICE: THIS REPORT DOES NOT INCLUDE ANY COPIES, PLEASE IDENTIFY ANY DOCUMENT(S) YOU MAY REQUIRE COPIES OF AND THEY WILL BE PROMPTLY ORDERED AND FORWARDED TO YOU AT A MINIMUM COST.
6. Subject to any and all rights, restrictions, easements, covenants, leases, etc. that may appear of record.
7. Company assumes no liability as to water usage unless an updated and current water meter reading is produced at settlement
8. Proof that no sewers have been installed or ordered to be installed abutting or in front of or upon premises described herein prior to completion of this transaction or receipts for the cost of same to be produced or an exception will be added in Schedule "B" of title insurance policy relieving Company from liability for any loss arising by reason of a claim for such sewer installation and connection therewith
9. NOTICE: THIS REPORT DOES NOT CERTIFY THE EXISTENCE OF POSSIBLE DELINQUENT REAL ESTATE TAXES.
10. NOTICE:
LAST INSURANCE: Class Abstract
POLICY #D376197PA
CONSIDERATION: \$90,000.00
RECORDED: 1/28/2005

Exceptions:

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments, which an accurate and complete survey would disclose.

Recital:

Being the same premises which Edward Morris by deed dated 1/6/2005 and recorded 1/28/2005 in the Office of the Recorder of Deeds Of Philadelphia County as Document No. 51106913 granted and conveyed unto Isaac Aeppli in fee

Case Docket View : SC-13-04-15-4365

| Parties | | | |
|--|------------------|---------------------|--|
| Complaint claim | | | |
| STEPHANIE STITH | <i>Plaintiff</i> | ISAAC AEPPLI | <i>Defendant #1</i> |
| 7435 N 21ST STREET PHILADELPHIA, PA 19138 | | Disposed | 46 GREENMOUNT DRIVE ENOLA, PA 17025 |

| Docket Entries | | | | |
|----------------|-------------|--|--|--|
| # | Filing Date | Description | Results / Comments | Parties Involved |
| 1 | 04/15/2013 | Statement of Claims | Hearing Scheduled: 06/03/2013 08:45 AM Hearing Room 3 Fee: \$73.00 Amount at Issue: \$3,000.00 Interviewer Code: 042 | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 CM |
| 2 | 04/15/2013 | Affidavit 109 | | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 3 | 04/15/2013 | Plaintiff Instructions SC | Plaintiff Instructions | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 4 | 04/15/2013 | ADA - ADA Notice | ADA | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 5 | 04/15/2013 | SC What To Do | Instructions | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 6 | 04/15/2013 | Non-Military Affidavit | Non-Military Affidavit - ISAAC AEPPLI | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 7 | 04/15/2013 | Exhibit | EXHIBITS | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |
| 8 | 06/03/2013 | Disposition - Resolved by ADR Mediation Agreement - Small Claims Housing Cases | Money Judgment for the amount of \$1000.00 plus costs \$0.00 for a total of \$1000.00 | STEPHANIE STITH Filer STEPHANIE STITH P ISAAC AEPPLI D1 |



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

STATEMENT OF CLAIM

Code: Landlord / Tenant Based SC - (14)

SC/LT: # SC-13-04-15-4365

STEPHANIE STITH
7435 N 21ST STREET
PHILADELPHIA, PA 19138

ISAAC AEPPLI
46 GREENMOUNT DRIVE
ENOLA, PA 17025

Plaintiff(s)

Defendant(s)

Service Address (information) if other than above:

To the Defendant: Plaintiff is seeking a money judgment against the Defendant(s) based on the following claim:

PLAINTIFF STATES THAT SHE SIGNED INTO A WRITTEN YEARLY LEASE AGREEMENT WITH DEFENDANT ON AUGUST 1ST, 2009. PLAINTIFF STATES UPON MOVING INTO THE PROPERTY LOCATED AT 238 W. COULTER STREET, PHILADELPHIA, P.A. 19144, SHE PAID TO DEFENDANT THE SUM OF \$1,500.00 FOR SECURITY DEPOSIT. PLAINTIFF STATES SHE LIVED AT THE PROPERTY FOR THE TERM OF THREE YEARS AND UPON VACATING THE PROPERTY ON JULY 1ST, 2012, SHE MAILED DEFENDANT A THIRTY DAY STATING THAT SHE WOULD BE VACATING THE PROPERTY AND WOULD LIKE FOR THE DEFENDANT TO DO A WALK THROUGH AND RECEIVE THE KEYS. PLAINTIFF STATES THAT THE DEFENDANT AGREED TO APPEAR FOR THE WALK THROUGH AT THE PROPERTY AND RECEIVE THE KEYS, HOWEVER HE NEVER SHOWED UP. PLAINTIFF STATES THAT SHE VACATED THE PROPERTY ON JULY 1ST, 2012 LEAVING IT IN GOOD AND CLEAN CONDITION AND RETURNED THE KEYS TO THE PROPERTY TO DEFENDANT BY CERTIFIED MAIL ALONG WITH PROVIDING ADDRESS AND REQUESTING THE RETURN OF HER SECURITY DEPOSIT IN THE AMOUNT OF \$1,500.00 BUT TO NO AVAIL. PLAINTIFF STATES IT HAS BEEN MORE THAN THIRTY DAYS SINCE THE DEFENDANT HAS RESPONDED TO THE REQUEST OF HER SECURITY. THEREFORE, PLAINTIFF SEEKS DOUBLE DAMAGES AS PER 68 PURDON'S 250.512 FOR A TOTAL CLAIM OF \$3,000.00 PLUS COURT COST.

Summons to the Defendant

You are hereby ordered to appear at a hearing scheduled as follows:

Citation al Demandado

Por la presenta, Usted esta dirijido a presentarse a la siguiente:

1339 Chestnut Street 6th Floor
Philadelphia, PA 19107
Hearing Room: 3

June 3rd, 2013

08:45 AM

Amount Claimed

| | | |
|------------------------|----|----------------|
| Principal | \$ | 3000.00 |
| Interest | \$ | 0.00 |
| Attorney Fees | \$ | 0.00 |
| Other Fees | \$ | 0.00 |
| Subtotal | \$ | <u>3000.00</u> |
| Service | \$ | 0.00 |
| State Fee | \$ | 10.00 |
| Automation Fee | \$ | 5.50 |
| Convenience Fee | \$ | 0.00 |
| JCS St. Add. Surcharge | \$ | 11.25 |
| JCS St. Add. Fee | \$ | 2.25 |
| Court Costs | \$ | <u>44.00</u> |
| TOTAL CLAIMED | \$ | <u>3073.00</u> |

Date Filed: 04/15/2013

I am a plaintiff in this statement of claims action. I hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities.

Stephanie Stith
Signature Plaintiff/Attorney Address & Phone 7435 N 21ST STREET
PHILADELPHIA, PA 19138
Atty ID #:

NOTICE TO THE DEFENDANT, YOU HAVE BEEN SUED IN COURT.
PLEASE SEE ATTACHED NOTICES

AVISO AL DEMANDADO LE HAN DEMANDADO EN CORTE. VEA POR FAVOR
LOS AVISOS ASOCIADOS.

If you wish to resolve this matter without appearing in court, please contact the attorney shown above immediately.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

SC-13-04-15-4365

General Affidavit for Municipal Court Rule #109

I, STEPHANIE STITH, depose and say that the facts set forth in this affidavit are true and correct and acknowledge that I am subject to penalties of 18 P.S. 4904 relating to Unsworn Falsification to Authorities.

I affirm that the name of the Defendant _____ is the only one known. I have made a reasonable investigation and this is the only known name.

An invoice or statement of account is not available for the reason that
PLAINTIFF STATES THAT SHE WILL PROVIDE PROOF OF THE CHECK FOR THE SECURITY DEPOSIT AT THE
TIME OF THE COURT HEARING.

The contract or writing upon which this claim is based is not available because

and a statement of the pertinent portions or substance of the writing is attached.
This claim involved repairs and I do not have an estimate to repair or a repair bill and I have stated the reasons for this in the complaint.

A copy of the lease is not available for the reason that

The license is not attached.

A copy of the notice to quit is not available for the reason that

The particulars of the notice are as follows:

Date the notice was sent to Tenant _____

Date Tenant was given to move by was _____

How was the notice served on the Tenant

Reason given to the Tenant in the notice (what was the breach of the lease, etc.)

I am a plaintiff in this affidavit action. I hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities.

Stephanie Stith

Signature



The Municipal Court complies with the Americans with Disabilities Act, which requires that all Court services and facilities be accessible to persons with disabilities on an equal basis to those without disabilities. If you have a disability and require reasonable accommodations to file a claim, participate in Municipal Court proceeding, or use any service provided by the Court, please call 215-686-7986. Requests for reasonable accommodations must be made at least three business days before any hearing, or within three business days after service (delivery) of the Notice of Hearing, whichever is later.

WHAT TO DO AFTER GETTING A MONEY JUDGMENT

You have been given judgment in the amount of \$ _____ plus costs. The other party has thirty (30) days to appeal from this judgment.

If there is no appeal, and if you have not received payment, you may then have the Sheriff execute on the judgment. To do so, go to the Judgment and Petitions Unit, 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107 with your copy of the Statement of Claim. To execute means that you are asking the Sheriff to sell the property or personal goods of the defendant to satisfy your claim. The cost of execution is a minimum of \$84.00.

You must wait until after the thirty (30) day appeal has run before you can execute; i.e., the 31st day. If the 30th day falls on a Saturday, Sunday, or holiday you must wait an extra working day. (for example, if the 30th day falls on Sunday, you must wait until Tuesday).

If and when you receive payment of your claim from the defendant, you are required under penalty of law to sign and give to the defendant for filing with the Prothonotary the attached **Order to Satisfy**. The Judgments and Petitions Unit is located at 1339 Chestnut Street, Room 1003, Philadelphia, PA 19107.

Remember, after the appeal period has expired you may institute execution proceedings to enforce payment of your judgment. However, you are cautioned that the Sheriff can only levy upon and sell property or personal goods owned by the defendant or defendants in PHILADELPHIA County. You should make every effort to determine what assets the defendant owns and the exact location of those assets before proceeding with the execution process.

If your judgment arises from a motor vehicle accident and you do not receive payment within 60 days, you may file this judgment with the **Bureau of Traffic Safety** in Harrisburg. To initiate this procedure you must go to Room 271 City Hall, where you will be assisted in this endeavor. The cost of this certification is \$27.00.

If your judgment is not forthcoming, please refer to the pamphlet Tips on How to Collect Your Money Judgment that you receive in Court. If necessary, you may contact the **Lawyer Referral & Information Service**, 11th Floor, 1101 Market Street, Philadelphia, PA 19107 (215-238-6333).

PLEASE BRING THIS FORM WITH YOU WITH YOUR COPY OF THE CLAIM.



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT, WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF HEARING, WHICHEVER IS LATER.



LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICAN WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESSIBLE A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECIESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONO 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LOS MENOS TRES DIAS DE TRABAJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

SC-13-04-15-4365

| | |
|---|--|
| STEPHANIE STITH 7435 N 21ST STREET PHILADELPHIA, PA 19138 | ISAAC AEPPLI 46 GREENMOUNT DRIVE ENOLA, PA 17025 |
| <i>Plaintiff</i> | <i>Defendant(s)</i> |

IMPORTANT NOTICE TO ALL PARTIES



THE MUNICIPAL COURT COMPLIES WITH THE AMERICANS WITH DISABILITIES ACT WHICH REQUIRES THAT ALL COURT SERVICES AND FACILITIES BE ACCESSIBLE TO PERSONS WITH DISABILITIES ON AN EQUAL BASIS TO THOSE WITHOUT DISABILITIES. IF YOU HAVE A DISABILITY, AND REQUIRE REASONABLE ACCOMMODATIONS TO FILE A CLAIM, PARTICIPATE IN A MUNICIPAL COURT PROCEEDING, OR USE ANY SERVICE PROVIDED BY THE COURT, PLEASE CALL 215-686-7986. REQUESTS FOR REASONABLE ACCOMMODATIONS MUST BE MADE AT LEAST (3) THREE BUSINESS DAYS BEFORE ANY HEARING, OR WITHIN (3) THREE BUSINESS DAYS AFTER SERVICE (DELIVERY) OF THE NOTICE OF THE HEARING, WHICHEVER IS LATER.

NOTA IMPORTANTE PARA TODO PERSONAS



LA CORTE MUNICIPAL CUMPLE CON EL DECRETO DE AMERICANO INCAPACITADOS (AMERICANS WITH DISABILITIES ACT). ESTE DECRETO REQUIERE QUE TODOS LOS SERVICIOS Y FACILIDADES DE CORTE SEAN ACCESIBLE. A PERSONAS INCAPACITADAS, AL IGUAL QUE PERSONAS NO INCAPACITADAS. SE USTED ESTE INCAPACITADO Y NECESITA ACOMODACIONES RAZONABLES, PARA PODER RADICAR UNA DEMANDA, PARTICIPAR EN ALGUN PROCEDIMIENTO O UTILIZAR SERVICIOS EN LA CORTE MUNICIPAL POR FAVOR LLAME AL TELEFONE 215-686-7986. PARA SOLICITAR ACOMODACIONES RAZONABLES, DEBE LAMAR POR LO MENOS TRES DIAS DE TRABJO ANTES DE SU AUDIENCIA O DENTRO DE TRES DIAS DESPUES DE RECIBIR SU CITA, SEGUN O QUE OCURRA PRIMERO.



PHILADELPHIA MUNICIPAL COURT FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

WHAT TO DO IF YOU RECEIVE A NOTICE (STATEMENT OF CLAIMS) THAT YOU ARE BEING SUED IN SMALL CLAIMS COURT

1. **Read and understand the Statement of Claim.** You are the **Defendant**; the person, group or corporation suing you is the **Plaintiff**. If after reading the Statement of Claim you feel you are in the right, then:
2. Gather all pertinent documents to present your defense; that is, letters, cancelled checks, bills of sale, letters of notification, account books, and paid bill receipts. Also notify any witnesses you want to speak on your behalf at the hearing.
3. You as an individual are not required to have an attorney represent you. Only corporations and unincorporated associations in cases in excess of \$2,500.00 must be represented by an attorney. In cases of \$2,500.00 or less, a corporation or unincorporated association may be represented by an officer who has documentation of such status.
4. **PLAN TO ATTEND THE HEARING** to present your defense and any counterclaims (that is, your claim against the plaintiff to offset his/her claim against you). If you have a counterclaim, call 215-686-7987 for further information. **In most cases, if the defendant does not appear, the judge will decide in favor of the person who is suing.** That is called a **Default Judgment**. (Check the Statement of Claim for location, date, and time for the hearing).
5. **Notice to Defend** – If your copy of the complaint has a Notice to Defend form attached to it, and you plan to attend the hearing and present your defense, you should do the following: (1) fill out both copies of the form and put one in the attached self-addressed and stamped envelope and mail it; and (2) bring the other copy with you when you attend the hearing. If you fail to do the above and attend your hearing, your case may be continued. If you comply with the above and the plaintiff fails to appear at the hearing, a judgment shall be entered in your favor.
6. If you admit the claim and want to settle as soon as possible, notify the plaintiff immediately. If you admit the claim but need time to pay the money owed, you must appear in person on the day set for the hearing, state to the Court that you need time to pay, and your reasons.

IF THERE IS ANYTHING ON THE STATEMENT OF CLAIM THAT YOU DO NOT UNDERSTAND, FEEL FREE TO NOTIFY THE SMALL CLAIMS COURT OFFICE, 1339 CHESTNUT STREET, ROOM 1000, PHILADELPHIA, PA 19107.

If you have a disability and require assistance in order to participate in a Municipal Court proceeding, please contact us at 215-686-7986.

AT THE HEARING

The courtroom procedure is simple and informal. You should appear in Court in the designated room on the time and date specified. Bring the copy of the complaint with you plus all documents for your defense. Be certain to check carefully the courtroom to which your case is assigned and go to the proper room. The proceedings begin with a roll call of cases to be heard during that session.

As each case is called, the parties involved step forward and are sworn in. At this point, plaintiff and defendant merely tell their stories in plain language to the Judge. After hearing both sides, the Judge will make a decision.

When you state your case:

Give the facts clearly. Present pertinent documents and witnesses. Stay calm, do not get excited.

IF YOU WIN (the judgment or final order is in your favor), the plaintiff has 30 days to appeal.

IF YOU LOSE

1. You can appeal within 30 days by filing a Notice of Appeal in Room 280 City Hall, a copy of which must be filed **immediately** in Court Administration, 1339 Chestnut Street, Room 1020, Philadelphia, PA 19107. Be prepared to get a lawyer at this point, however, because the case will go to the Court of Common Pleas with more stringent rules to be followed. **OR 2.** You must satisfy the judgment, that is, do as the judge ordered within 30 days.

AFTER THE HEARING

TO SATISFY THE JUDGMENT

1. The plaintiff must sign and give you an **ORDER TO SATISFY**, which you must file with the Prothonotary within thirty days after the payment. This **ORDER** is a document to prove that he/she has been paid and it is necessary to remove the judgment from record. You should retain a copy for your records.

IF YOU DO NOT APPEAL AND REFUSE TO PAY THE JUDGMENT WITHIN 30 DAYS

1. The plaintiff may execute on the judgment. This means that the plaintiff takes action through the Sheriff's Office. The sheriff may put a levy on your property, which means he can list your personal belongings to be sold at auction at a Sheriff's Sale in order to pay off the judgment. If the plaintiff resorts to this, you will have to pay the Sheriff's costs along with the other monies owed. You will be advised that your goods may be sold if you do not satisfy the plaintiff within 15 days.
2. The plaintiff can also try to collect from your bank account.

REMEMBER

- Read and understand the **STATEMENT OF CLAIM**.
- You do not need a lawyer in Municipal Court – unless you are a Corporation or Unincorporated Association, and your case is for more than \$2,500.00. **ATTEND THE HEARING** to avoid a default judgment – and to tell your side of the story.
- If you lose, you can appeal to the Court of Common Pleas within 30 days.
- Small Claims Court begins promptly at the time specified on the front of this complaint. Be certain to allow yourself sufficient time to arrive at Court on time.
- If you have any questions, call or visit the Small Claims Court Office.

Small Claims Court
A Division of Municipal Court
1339 Chestnut Street, Room 1000
Philadelphia, PA 19107
Monday through Friday
(215)686-7987 (215)686-7988



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court Administrator

SC-13-04-15-4365

STEPHANIE STITH
7435 N 21ST STREET
PHILADELPHIA, PA 19138

ISAAC AEPPLI
46 GREENMOUNT DRIVE
ENOLA, PA 17025

Plaintiff

Defendant(s)

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned, being duly sworn according to law, deposes and says that he/she (is) (represents) the Plaintiff(s) in the above entitled case; that he/she is authorized to make this affidavit on behalf of the plaintiff(s); and that, to the best of his/her knowledge, the defendant(s) is/are not in the Military Service of The United States, nor any State or Territory thereof or its allies as defined in the Soldiers' and the Sailors' Civil Relief Act of 1940 and the amendments thereto.

I am a plaintiff in this statement of claims action. I hereby verify that I am authorized to make this verification and that the facts set forth above are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities.

Stephanie Stith
Signature – Plaintiff/Attorney

I hereby acknowledge receipt of the following affidavit forms, which I understand must be properly completed, notarized and presented to the Court at the Hearing:

- Medical Affidavit
- Repair Affidavit
- Affidavit of Service By Mail

Stephanie Stith
Signature – Plaintiff/Attorney

RENTAL/LEASE AGREEMENT

This lease is between **Real Property Management Tri-State Area**, hereinafter called the Lessor, and, hereinafter called the Lessee, **Stephanie Stith. + Anil Roberts** *(KS) (SO)*

Street address of unit rented: **238 West Coulter Street, 1st Floor Unit, Philadelphia, PA 19144.**

1. Lessee agrees to lease subject premises for term of 12 months commencing August 1, 2009.
2. The rent is **\$750.00** per month thereafter payable on the **1st day of each month**. A late fee of 5% will be assessed after the 5th of the month, with an increase of \$10.00/day thereafter the rent is late. Lessee agrees to deliver the rent to the Lessor. A **\$20** charge will be assessed for each returned check. All receipts collected for owner will be deposited into a trust account, which may be interest-bearing, with a qualified banking institution. Any interest from this trust account shall be paid to Lessor to offset banking transaction and other costs
3. The pro-rated rent for the month of August: ~~\$725~~ *N/A Move in August 1, 2009.* *(KS) (SO)*
4. Lessee must stay entire length of lease or all deposits are forfeited. If Lessee vacates unit prior to the end of this lease, Lessee will be responsible for rents and other fees per this agreement through the end of the lease period, or until the unit is re-rented to a qualified lessee, whichever comes first.
5. A non-refundable deposit of N/A is required.
6. A refundable cleaning and damage/security deposit of **\$750.00** is required. Lessee shall at their own expense and at all times maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. If unit is unclean or damaged, deposit will not be refunded until the costs to correct the condition can be ascertained. If the condition is the same as when originally occupied, the refundable deposit will be returned in a timely manner, after final inspection, which will occur after property is vacated and keys have been returned to Lessor. Refund of deposit is further subject to:
 - A. 30 days advance written notice is given to the Lessor giving the specific date the unit will be vacant and cleaned.
 - B. The unit can be shown to prospective tenants within 14 days prior to departure, at a time convenient to both parties.
 - C. Carpets must be professionally cleaned.In the event that cleaning and repair costs exceed the deposit amount and damage is caused by the Lessee, Lessee will be responsible for the additional cost. Lessee does not have the option to use deposit as rents or fees.
7. Lessor must give **30** days advance notice to Lessee of any pending rent increase after the original lease period.
8. Lessee must notify utility companies of his/her occupancy and responsibility for payment within 2 days of meter being split.
 Electric Gas Water sewer & garbage Other _____
If not done, Lessee will be charged actual utility costs plus a \$50 accounting fee. Water and sewer is paid by the owner up to \$40 per month. **Tenants agrees to pay for overages above that \$40 per month if incurred.**
Electric & Gas to be paid by tenant after meter is split.
9. The following conditions may, if violated, be cause for eviction:
 - A. Creating excessive noises and/or disturbances in or about the building.
 - B. Failure to keep both inside and outside orderly, including debris, junk cars, etc.
 - C. Guests are welcome but must not live with Lessee for a period exceeding 2 weeks without written permission from Lessor.
 - D. Lessor notifies Lessee, in writing, that Lessor is dissatisfied with care of property and Lessee fails to remedy the problem.

10. Lessee is not allowed to assign this agreement or sub-lease unit. All persons must fill out application and be approved by Lessor prior to tenancy. Any person(s) occupying unit without Lessor approval and permission will be subject to eviction. Lessee will be responsible for any damages and rents due to Lessor, that result from an unapproved occupancy.
11. Lessee agrees to not attempt to make repairs should they be necessary. In lieu thereof, Lessor will be notified. This applies to painting, changing locks on doors, applying or attaching anything to walls or ceilings that will require corrective maintenance.
12. If Lessee is found in default of paying rent or other fees, and a collection service is used to collect funds due Lessor, Lessee will pay an additional 40% collection costs and all legal fees of collection, with or without suit, including attorney's fees and court costs. A \$50 charge will be assessed tenant for each 3-Day Pay or Quit Notice or other legal notice served.
13. Lessor will be granted entrance to examine property within 24 hours of notice to Lessee.
14. Lessee acknowledges and accepts the existing conditions of the unit to be rented as is.
15. Lease will become a month to month lease upon fulfillment of the original lease period.
16. If Lessee is a member of the military and receives a permanent change of station orders, then Lessor agrees to release Lessee from this lease, if Lessee complies with all other terms of this lease.
17. Lessee acknowledges and agrees a smoke detector is in place and is operational. Lessee agrees to test the detector at least once a week. If the detector is battery powered, Lessee agrees to replace the battery as needed. If after replacing the battery, the smoke detector does not work, Lessee agrees to inform the Lessor immediately in writing. If the detector is not battery powered, Lessee agrees to inform the Lessor immediately in writing of any malfunction.
18. Lessee acknowledges that landlord insurance does not cover lessee's possessions. At his/her option, Lessee may acquire Renter's Insurance and is encouraged to do so.
19. If Lessee fails to fulfill the terms of their obligations within this Rental/Lease Agreement, a negative credit report reflecting the Lessee's credit may be submitted to a credit-reporting agency.
20. Pets are not are (see pet addendum) permitted in this unit.
21. Smoking is not is permitted in this unit.
22. Lessee is not is required to perform the yard care.
23. Lessee is not is required to perform the snow removal.
24. Lessee covenants to indemnify and hold harmless Lessor for and against any and all liability, arising from injury during the term of this lease to person or property, occasioned wholly or in part by any act or omission of lessee, or of the guests, employees, assigns, or subleases of lessee.
25. Lessee will notify lessor immediately in writing, if he/she joins the military, active/reserve.
26. The following attachments are part of this rental/lease agreement:
 Pet Addendum Inventory Checklist Lead-based Paint Disclosure Other_____

*- Except for by 8/6
 - Painted, cleaned
 - Floor replaced,
 bathroom, back
 room, with
 made in
 (initials)
 (initials)*

27. Additional Terms and Conditions: _____

Agent/Manager

 Date 7/31/09
Real Property Management Tri-State Area
Address _____
City, State, Zip _____

Lessee/Tenant(s)

Stephanie Bohn Date 7/31/09

Date _____

Date _____

Date _____

Date _____

RENTAL/LEASE ADDENDUM

This lease is between **Real Property Management Tri-State Area**, hereinafter called the Lessor, and **Stephanie Stith**, hereinafter called the Lessee.

Street address of unit rented: **238 West Coulter Street, 1st Unit, Philadelphia, PA 19144.**

1. Tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental.
2. Guests are not allowed to stay longer than two weeks.
3. Loud parties or other disturbances that infringe upon the peaceful living environment of other residents or neighborhood is prohibited.
4. The Lessee's are responsible for the behavior of their guests.
5. Littering in the outdoor areas or common areas related to the premises are prohibited.
6. Vehicles are limited to tenants only and spaces provided. Inoperable and unlicensed vehicles are not allowed to be stored on the premises.

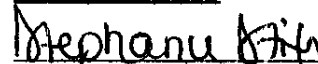
Recreational vehicles must follow the guidelines of the city ordinances and have a current license..
7. Reckless or careless driving on the premises will not be tolerated.
8. Defacing and/or damaging the rental property is prohibited.
9. If this lease states "No Pets", having pets on the premises will be cause for eviction.

If this lease states "Pets Allowed", not cleaning up your pet feces and allowing the pet to damage the property will be cause for eviction.

Agent/Manager

 Date 7/31/09
Real Property Management Tri-State Area
Address _____
City, State, Zip _____

Lessee/Tenant(s)

 Date 7/31/09

Date _____

Date _____


Date _____

6/22/12

Issac,

Per on phone conversation,
and email exchanges regarding
my moving out. You can do
the walk thru and get your
keys June 30th 11am.

Thank you
Stephanie Smith





Re: Moving out

Tuesday, May 8, 2012 8:37 PM

From: "Stephanie Stith" <stithstephanie@ [REDACTED]>
To: "Isaac Aepli" <escape_it@ [REDACTED]>

then you agree to the notice that i will try to move out by july 30th 2012 and as far as teason you have his number to call and talk with him about that matter 267 808 4001 and i will get a replacement for the door which was damaged.

--- On Fri, 5/4/12, Isaac Aepli <escape_it@ [REDACTED]>

From: Isaac Aepli <escape_it@ [REDACTED]>
Subject: Moving out
To: "Stephanie Stith" <stithstephanie@ [REDACTED]>
Date: Friday, May 4, 2012, 1:45 PM

As far as returning your deposit, I just need an address and I will ensure nothing is broken or damaged, if anything is I will take it off of the deposit. Also if it needs cleaned I will also deduct any time it takes to clean the apartment. I understand water damage and I will not take any money off of the deposit for my failure to fix those issues.

As far as your son do you have a forwarding address for him? I understand you are not liable for his failure to pay rent to me. However, He still owes me around \$2,000 for his failure to pay rent. Even if you do not want to give me his address, I will still pursue legal means to collect the rent that he owes from him.

I also need to know when you will be leaving the apartment?

Peace,
ike

When you feel insouciant,
Life comes at you pretty hard.
Give perserverence and patience,
A helping hand.

SECURITY DEPOSIT REFUND REQUEST

Dear 7-20-2012,

The lease for the following unit () ended () ends on 07-01-2012.

UNIT or ADDRESS of RENTAL: 238 W Coulter St 1st fl.

CITY: Phela STATE: Pa ZIP: 19144

TENANT(S) NAME: Stephanie Stith

Please return the original security deposit of: \$ 1500.00 which was given upon lease signing. Also if interest is due under state law, please include the interest earned under the lease.

We returned the keys to: Yai I. Appeli did not show up to receive keys

Completed move-out inspection with: keys sent via certified mail

The security deposit may be forwarded to the following address:

NAME: Stephanie Stith

ADDRESS: PO Box 44529

CITY: Phela STATE: Pa ZIP: 19144

PHONE: [REDACTED] EMAIL: stithstephanie@[REDACTED]

Photos included

Please return this deposit within 15-30 days of the receipt of this letter or the termination of this lease, whichever is later. If a portion of the security deposit is not returned, please include a detailed statement as to amount deducted and for what.

Sincerely,

Stephanie Stith

Date: 7-20-12



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107

Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

SMALL CLAIMS COMPLAINT

SC-13-04-15-4365

| | |
|---|--|
| STEPHANIE STITH 7435 N 21ST STREET PHILADELPHIA, PA 19138 | ISAAC AEPPLI 46 GREENMOUNT DRIVE ENOLA, PA 17025 |
| <i>Plaintiff(s)</i> | <i>Defendant(s)</i> |

JUDGMENT BY AGREEMENT

(The Agreement below will be entered as an Order of the Court)
BOTH OR ALL PARTIES AGREE TO THE FOLLOWING:

- Money Judgment for the amount of: 1000.00 Plus Costs: 0.00 For a Total of: 1000.00
- Case Settled, Discontinued and Ended
- Withdrawn Without Prejudice

Remarks:

Defendant agrees to send plaintiff judgment payments of \$10.00 on the 15th of each month starting 6/15/13 by money order until paid in full order to Ssatisfy Explained.

Order to Satisfy issued and explained

I am in accord with the above agreement and understand that with my signature I am waiving my right to appeal this case.

| | |
|---|---|
| Plaintiff's Signature: | Defendant's Signature: |
| Plaintiff's Telephone Number: | Defendant's Telephone Number: |
| Plaintiff's Attorney: | Defendant's Attorney: |
| Plaintiff's Attorney's I.D. & Telephone Number: | Defendant's Attorney's I.D. & Telephone Number: |
| Mediator--Signature: D.N. | Mediator—Print Name: DORIAN NELSON |



RTPUBT04
A150

CITY OF PHILADELPHIA
AGENCY RECEIVABLES
LIST BILLS

09/13/16
10:57 AM

STREET CODE.: 25340 HOUSE NUMBER: 00238 HOUSE SUFFIX:
SUBJECT ADDR: 00238 W COULTER ST
MAIL ADDRESS: AEPPLI ISAAC
20 STEPHEN RD APT 8B
CAMP HILL PA 170111184

| BILL NUM /WK/LIEN | X BILL DATE /LIEN # | PRINCIPAL | INTEREST | LIEN | TOTAL |
|---------------------|---------------------|---------------------------|----------|-------|--------|
| 05446568 L54 C01 | | 647.35 | 80.76 | 38.86 | 766.97 |
| 09/15/2014 14100674 | | SENT TO COLLECTION AGENCY | | | |
| 05533590 L20 C01 | | 100.78 | 0.50 | 11.53 | 112.81 |
| 08/12/2016 16090161 | | | | | |
| TOTALS DUE: | | 748.13 | 81.26 | 50.39 | 879.78 |

ENTER=PROCESS

PF1=HELP

PF12=EXIT

RTPUBT04
A130

CITY OF PHILADELPHIA
AGENCY RECEIVABLES
INQUIRE BILL

09/13/16
10:57 AM

AEPPLI ISAAC

00238 W COULTER ST

STREET CODE.: 25340 HOUSE NUMBER: 00238 BILL NUMBER.: 05446568

ACTIVITY DATE.....: 09/2014 PRINCIPAL DUE.: 647.35

AGENCY TYPE.....: L LICENSES & INSPECTION INTEREST DUE...: 80.76

WORK DESCRIPTION....: 54 L&I PCLN & SEAL (GF) LIEN DUE.....: 38.86

BILL DATE.....: 09/15/2014 OTHER DUE.....: 766.97

WORK COMPLETION DATE: 08/07/2014 TOTAL DUE.....: PRINCIPAL PAID:

VIOLATION DATE.....: 08/05/2014 INTEREST PAID.:

LIEN CODE.....: C01 LIEN PAID.....:

CLEAN AND SEAL UP VACANT BUILDING

BATCH NUMBER.....: 13338 OTHER PAID.....:

B OF R NUMBER.....: 124036600 TOTAL PAID.....:

LIEN NUMBER.....: 14100674 DATE SENT COLL AGCY: 05/07/2015

HOUSE SUFFIX.....: HOUSE OVERFLOW.....:

BILL TYPE.....: P ADDITIONAL ADDRESS INFO?

UPDATE INFO.....: 10/8/2014 11:16AM RTAGR520

PF1=HELP PF4=COMMENTS
TRANSFER TO A130 COMPLETE

PF12=EXIT

RTPUBT04
A130

CITY OF PHILADELPHIA
AGENCY RECEIVABLES
INQUIRE BILL

09/13/16
10:58 AM

AEPPLI ISAAC

00238 W COULTER ST

STREET CODE.: 25340 HOUSE NUMBER: 00238 BILL NUMBER.: 05533590

ACTIVITY DATE.....: 08/2016 PRINCIPAL DUE.: 100.78

AGENCY TYPE.....: L LICENSES & INSPECTION INTEREST DUE...: 0.50

WORK DESCRIPTION....: 20 L&I CLEAN & SEAL (GF) LIEN DUE.....: 11.53

BILL DATE.....: 08/12/2016 OTHER DUE.....: 112.81

WORK COMPLETION DATE: 07/16/2016 TOTAL DUE.....: 112.81

VIOLATION DATE.....: 05/17/2016 PRINCIPAL PAID:

LIEN CODE.....: C01 INTEREST PAID..:

CLEAN AND SEAL UP VACANT BUILDING LIEN PAID.....:

BATCH NUMBER.....: 13636 OTHER PAID.....:

B OF R NUMBER.....: 124036600 TOTAL PAID.....:

LIEN NUMBER.....: 16090161 DATE SENT COLL AGCY:

HOUSE SUFFIX.....: HOUSE OVERFLOW.....:

BILL TYPE.....: P ADDITIONAL ADDRESS INFO?

UPDATE INFO.....: 8/24/2016 10:54AM RTAGR520

PF1=HELP PF4=COMMENTS
TRANSFER TO A130 COMPLETE

PF12=EXIT

CUB109657 ISAAC AEPPLI 4 INC
 27.87 3001 BUTLER ST HARRISBURG PA 17103 2142

| Account | Balance | Debt Coll Balance | Installation | Inst Type | Supply | Status | Calls Pending |
|-----------|---------|-------------------|--------------|-----------|--------|---------|---------------|
| 000101620 | 27.87 | 0.00 | IN001009901 | 13 | WATER | Current | |

Installation Address: 238 W COULTER ST 19144 [0352534000238001] 124036600

General Arrears Debt Coll Aged Debt Tax Payment Billing Deposit Consumption Contacts

| | | | | | | |
|------------------|---------------|-----------------|--|------------|-------------------|------------|
| Occupation Date | 04/07/1967 | Leaving Date | | Next Bill | 09/22/2016 | |
| Metering | Metered | Sell Code | | | | |
| Bill | B0544304117 | Normal Rdg/Bill | | 08/22/2016 | Chronic Bad Check | On 0 check |
| Payment | RECD039738522 | PAYMENT | | 08/16/2016 | Vacant | No |
| Work Order | | | | | | |
| Special Rdg/Bill | | | | | | |
| Payment Plan | | | | | | |

| | | | | | | |
|--------------|-------------------|------------------|--------------|-----------------|---------------|-------------------|
| Bill Inquiry | Arrears | Account Inquiry | Cons History | Reading History | Customers | Event Inquiry |
| Calls | Call No Link | Spec Rdg/Bill | Application | Payment Plan | Installations | Supply Agreements |
| Meter Work | Installation Info | Cust Interaction | Dispositions | Pay Plan Detail | Accounts | |

OWNER

AEPPLI ISAAC

MAILING ADDRESS

238 W COULTER ST
Philadelphia, PA
191443944

VALUATION HISTORY

| Year | Market Value | Taxable Land | Taxable Improvement | Exempt Land | Exempt Improvement |
|------|--------------|--------------|---------------------|-------------|--------------------|
| 2017 | \$74,400 | \$16,740 | \$57,660 | \$0 | \$0 |
| 2016 | \$74,400 | \$16,308 | \$58,092 | \$0 | \$0 |
| 2015 | \$74,400 | \$16,308 | \$58,092 | \$0 | \$0 |
| 2014 | \$74,400 | \$16,308 | \$58,092 | \$0 | \$0 |
| 2013 | \$27,800 | \$2,361 | \$6,535 | \$0 | \$0 |
| 2012 | \$27,800 | \$2,361 | \$6,535 | \$0 | \$0 |
| 2011 | \$27,800 | \$2,361 | \$6,535 | \$0 | \$0 |

SALES DETAILS

SALES PRICE: **\$90,000**

SALES DATE: 1/6/2005

PROPERTY DETAILS

OPA ACCOUNT: 124036600
 HOMESTEAD EXEMPTION: No
 DESCRIPTION: ROW CONV/APT 3 STY MASON
 CONDITION: Sealed / Structurally Compromised
 BEGINNING POINT: SWC NEWHALL
 LAND AREA (SQFT): 2,075
 IMPROVEMENT AREA (SQFT): 2,260
 ZONING: RSA5: Residential/Residential Mixed-Use

CORRECTIONS OR QUESTIONS ABOUT THIS INFORMATION?:

TRASH & RECYCLING

TRASH & RECYCLING DAY: Tuesday

LEAF COLLECTION: Saturday Bag Dropoff

SERVICE AREA

School Catchment

ELEMENTARY SCHOOL: Kelly, JB MIDDLE SCHOOL: Roosevelt ES HIGH SCHOOL: King HS

Political

2016 COUNCILMANIC DISTRICT: 8 WARD: 12 WARD DIVISIONS: 1224

Public Safety

POLICE DISTRICT: 39 POLICE SECTOR: 39V

POLICE PUBLIC SERVICE AREA: 391 POLICE DIVISION: NRPD

Streets

HIGHWAY DISTRICT: 4 HIGHWAY SECTION: 4E HIGHWAY SUBSECTION: 4E 4 STREET LIGHT ROUTES: 30 TRAFFIC DISTRICT: 2 TRAFFIC PM DISTRICT: 2229

TRASH & RECYCLING DAY: Tuesday LEAF COLLECTION DAY: Saturday Bag Dropoff RECYCLING DIVERSION RATE: 5.9 SANITATION AREA: 4 SANITATION DISTRICT: 4M

Districts

PLANNING: Upper Northwest LICENSES AND INSPECTIONS (L+I): North RECREATION: 3

Water

PWD MAINTENANCE DISTRICTS: 4W PWD PRESSURE DISTRICTS: QHS/EOL WATER TREATMENT PLANT: QUEEN LANE WATER PLATE INDEX: 56

Home Payment Options FAQs Contact Information

Look Up Real Estate Tax

by >>
 by >>
 (9-digits, no dashes)

Windows 8 / Internet Explorer 10 users:
 Please enable Compatibility View by clicking the Compatibility View button on the address bar. [\[?\]](#)

If you are still having technical difficulties viewing the application, please contact us at 215-686-6628.

City of Philadelphia Real Estate Tax

The City and the School District of Philadelphia impose a tax on all real estate in the City pursuant to Philadelphia Code Chapter 19-1300, as authorized by 72 P.S. [section sign] 5020-201. The Office of Property Assessment (OPA) determines the value of the property on which the taxes must be paid.

Real Estate Tax bills are sent in December for the following year and payments are due March 31st. If you pay on or before the last day of February, you receive a 1% discount. If you pay after March 31, you are subject to increased charges which are collectively called "additions". At year-end these charges are capitalized and become tax principal on which interest and penalty will accrue.

For questions about your account, please forward an email to revenue@phila.gov or call 215-686-6442.

For questions about account payoffs, forward an email to retaxpayoff@phila.gov. To receive payoff amounts, please e-mail the statement of claim number from the legal action, the property address and/or the Office of Property Assessment number to retaxpayoff@phila.gov or fax it to 215-686-0582.

If the "Status" column on a tax year is marked LSLD, the corresponding Tax Lien for that year was sold to a private third-party lien-holder at a City Tax Lien Sale. Therefore, the amounts listed below for those years may not include all Real Estate Tax liabilities currently due. For more information regarding the name, address, and phone number of the new lien-holder, as well as the status of the lien(s), you may search the Philadelphia Court's civil docket at [Civil Docket Access](#). You may enter or copy/paste the 13-digit lien number listed below (ex. 1504R14010000) to the Court's "Case ID" search box.

[Scroll down to view all results](#)

Customer Information

BRT#:124036600

Property Address:00238 W COULTER ST

Owner Name:AEPPLI ISAAC

Lien Sale Account:

If Lien Sale Account is marked Y, the amount due listed may not include all Real Estate Tax liabilities. Call 215-790-1117 for more information.

Includes Payments Through:09/09/2016

- [Pay This Bill](#) [Info](#)
- [Other Payment Options](#)
- [Print Payment Coupon](#)
- [Payment Agreements](#)
- [Feedback](#)

Real Estate Tax Balance Information

| Year | Principal | Interest | Penalty | Other | Total | Lien# | City Solicitor | Status |
|---------------|---------------|---------------|---------------|---------------|---------------|-------|----------------|--------|
| 2001 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2002 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2003 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2004 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2005 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2006 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2007 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2008 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2009 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2010 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2011 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2012 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2013 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2014 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2015 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| 2016 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| MISC | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |

An amount in parenthesis, e.g., (\$1.00) indicates an overpayment for that year.

Status Descriptions

- LBR** - collections being pursued by Linebarger Collection Agency. Please call 215-790-1117.
- GRB** - collections being pursued by GRB Collection Agency. Please call 866-677-5970.
- AGRE** - active payment agreement plan in effect for delinquent taxes.
- INST** - active installment payment plan in effect for current taxes.
- PIO** - collections being pursued by Pioneer Collection Agency. Please call 866-439-1318.
- BRT** - under appeal with the Board of Revision of Taxes.
- LSLD** - sold to a third-party at Tax Lien Sale. Search the civil court docket for more information.
- DISC** - discounted amount good thru the end of February.
- SEQR** - collections being pursued by Law Department's Sequestration Program. Please call 215-686-3629.

CLASS Abstract
6068 Ridge Avenue
Philadelphia, PA 19128
215-487-1977

File No. D376197PA

Parcel ID No. 12-4-0366-00

This Indenture, made the 6th day of January, 2005,

Between

EDWARD MORRIS

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

ISAAC AEPPLI

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

Witnesseth, that the said Grantor for and in consideration of the sum of **Ninety Thousand And 00/100 Dollars (\$90,000.00)** lawful money of the United States of America, unto him well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

Street Address: **238 W. Coulter Street, Philadelphia, PA 19144**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected SITUATE in the Southeast side of Coulter Street and Southwest side of Newhall (formerly called Gaird) Street, in the 12th Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Coulter Street twenty-five feet and extending of that width in length or depth Southeastwardly between parallel lines at right angles with the said Coulter Street on the Southwest line thereof eighty-nine feet one inch and on the Northeast line thereof along the said Newhall Street, eighty-nine feet three inches.

BEING No. 238 West Coulter Street.

Being the same premises which Brenda Taylor and Valerie Clark by Deed dated 3/5/1999 and recorded 4/8/1999 in Philadelphia County in Deed Book JTD 995 Page 159 conveyed unto Edward Morris, his heirs and assigns, in fee.



51106913
Page: 1 of 4
01/28/2005 11:25AM

This Document Recorded
01/28/2005 State RTT: 900.00 Doc Id: 51106913
11:25AM Local RTT: 0.00 Receipt #: 384377
Doc Code: D Commissioner of Records, City of Philadelphia Rec Fee: 74.50

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

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

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

Warrant and Foreber Defend.

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

Sealed and Delibered
IN THE PRESENCE OF US:

Edward Morris {SEAL}
Edward Morris

CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
JAN 26 '05
999.99

CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
JAN 26 '05
399.99

CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
JAN 26 '05
700.02

Commonwealth of Pennsylvania } ss
County of Philadelphia

On this the 6th day of January, 2005, before me, the undersigned Notary Public, personally appeared **Edward Morris**, 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.

NOTARIAL SEAL
CHRIS F. BISCHOFF, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 30, 2006

Chris F. Bischoff

Notary Public
My commission expires _____

The address of the above-named Grantee is:

*238 W. Coulter St
Philadelphia, PA 19144*

[Signature]

On behalf of the Grantee

File No. **D376197PA**

Record and return to:
Class Abstract
6068 Ridge Ave.
Philadelphia, PA 19128

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO. _____ PAGE NO. _____

DATE RECORDED _____

CITY TAX PAID _____

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

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

| | | | |
|--|--|--|--------------------------|
| NAME Class Abstract | | TELEPHONE NUMBER: AREA CODE (215) 487-1977 | |
| STREET ADDRESS 6068 Ridge Ave. | | CITY Philadelphia | STATE PA |
| | | STATE PA | ZIP CODE 19128 |

| | | | |
|--|--------------------|--|-----------------------------|
| B. TRANSFER DATA | | DATE OF ACCEPTANCE OF DOCUMENT: January 6, 2005 | |
| GRANTOR(S)/LESSOR(S) Edward Morris | | GRANTEE(S)/LESSEE(S) Isaac Aepli | |
| STREET ADDRESS 238 W. Coulter Street | | STREET ADDRESS 238 W. Coulter Street | |
| CITY Philadelphia | STATE PA | ZIP CODE 19144 | CITY Philadelphia |
| | | | STATE PA |
| | | | ZIP CODE 19144 |

| | | |
|--|-----------------|---|
| C. PROPERTY LOCATION | | |
| STREET ADDRESS 238 W. Coulter Street | | CITY, TOWNSHIP, BOROUGH Philadelphia City |
| COUNTY Philadelphia | SCHOOL DISTRICT | TAX PARCEL NUMBER 12-4-0366-00 |

| | | |
|--|---|--|
| D. VALUATION DATA | | |
| 1. ACTUAL CASH CONSIDERATION 90,000.00 | 2. OTHER CONSIDERATION + | 3. TOTAL CONSIDERATION = 90,000.00 |
| 4. COUNTY ASSESSED VALUE 8,000.00 | 5. COMMON LEVEL RATIO FACTOR X 3.73 | 6. FAIR MARKET VALUE = 29,840.00 |

| | |
|--------------------------------------|--|
| E. EXEMPTION DATA | |
| 1A. AMOUNT OF EXEMPTION 0% | 1B. PERCENTAGE OF INTEREST CONVEYED 100% |

- 2. Check Appropriate Box Below for Exemption Claimed**
- Will or Intestate succession _____
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
 - Transfer to Industrial Development Agency.
 - Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
 - Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
 - Corrective deed (Attach copy of the prior deed).
 - Other (Please explain exemption claimed, if other than listed above.) _____

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

| | |
|---|--------------------------------|
| SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY X Edward Morris | DATE January 6, 2005 |
|---|--------------------------------|

48 N 22 - 171 ✓

D 0995 159

580 -
1740

THIS INDENTURE,

MADE THE 5TH day of MARCH

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

BETWEEN,

✓ BRENDA TAYLOR & VALERIE CLARK

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

✓ EDWARD MORRIS

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

WITNESSETH, That the said Grantor(s)

for and in consideration of the sum of

FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00)

lawful

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

BEING KNOWN AS
238 W. COULTER ST., PHILA. PA. 19144-3944
CITY of
COUNTY OF PHILADELPHIA
COMMONWEALTH of PA
MORE FULLY DESCRIBED IN

EXHIBIT "A"

ATTACHED HERETO AND MADE A PART HEREOF

CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
APR 6'99
No. 11595
900.00

CITY OF PHILADELPHIA
DEPARTMENT OF REVENUE
REALTY TRANSFER
TAX
APR 6'99
No. 11595
840.00

Record and Return to:
CLASS ABSTRACT
40 W. Evergreen Avenue, Suite 110
Philadelphia, Pennsylvania 19118
(215)248-6230

#60 Title #D193-542PA
PA. RTT 580.00
CHECK 580.00
ITEM 1
ICL 4738 09:5014

04-12-99 #5

BEST AVAILABLE COPY

D 0995 160

EXHIBIT "A"

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED.

SITUATE ON THE SOUTHEAST SIDE OF COULTER STREET AND THE SOUTHWEST SIDE OF NEWHALL (FORMERLY CALLED GAIRD) STREET, IN THE 12TH WARD OF THE CITY OF PHILADELPHIA.

CONTAINING IN FRONT OR BREADTH ON THE SAID COULTER STREET TWENTY-FIVE FEET AND EXTENDING OF THAT WIDTH IN LENGTH OR DEPTH SOUTHEASTWARDLY BETWEEN PARALLEL LINES AT RIGHTS ANGLES WITH THE COULTER STREET ON THE SOUTHWEST LINE THEREOF EIGHTY-NINE FEET ONE INCH AND ON THE NORTHEAST LINE THEREOF ALONG THE SAID NEWHALL STREET, EIGHT-NINE FEET THREE INCHES.

BEING NO. 238 WEST COULTER STREET.

BEING THE SAME PREMISES WHICH MARIAH VASSALL, by Deed dated 11/18/98 and recorded 12/2/98 in the Office for the Recorder of Deeds in and for the County of PHILADELPHIA, and COMMONWEALTH of PA in Deed Book Volume JTD 868, Page 67, granted and conveyed unto BRENDA TAYLOR & VALERIE CLARK, AS TENANTS IN COMMON, IN FEE.

BEST AVAILABLE COPY

BEST AVAILABLE COPY

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 remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

Their the said grantor(s), as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), his heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), his heirs and assigns forever.

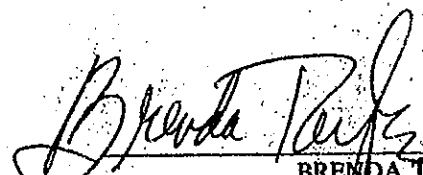
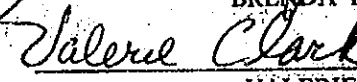
AND the said Grantor(s), for themselves, their heirs,

executors and administrators does covenant, promise and agree, to and with the Grantee(s), his heirs and assigns, by these presents, that they the said Grantor(s) and 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(s), his heirs and assigns, against them, the said Grantor(s) and 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 has hereunto set their hand(s) and seal(s). Dated the day and year first above written.

SEALED AND DELIVERED }
IN THE PRESENCE OF US: }

 (SEAL)
BRENDA TAYLOR
 (SEAL)
VALERIE CLARK

D 0995 162

| | | |
|--|---------------|----------|
| PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION | Book No. | Page No. |
| | Date Recorded | |
| | City Tax Paid | 1740- |

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

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

| | |
|--|------------------------------|
| Name CLASS ABSTRACT | Telephone # (215)248-6230 |
| Street Address 40 W. Evergreen Avenue, Phila., PA 19118 | |

B. TRANSFER DATA

| | |
|---|---|
| Grantor/Lessor BRENDA TAYLOR & VALERINE CLARK | Grantee(s)/Lessee(s) EDWARD MORRIS |
| Street Address 238 W. COULTER ST., PHILA. PA. 19144-3944 | Street Address 238 W. COULTER ST., PHILA. PA. 19144-3944 |
| City, State, Zip Phila., PA | City, State, Zip Phila., PA |

C. PROPERTY LOCATION

| | | |
|--|---|--|
| Street Address 238 W. COULTER ST., PHILA. PA. 19144-3944 | City, Township, Borough Philadelphia | |
| County Philadelphia | School District Philadelphia | Tax Parcel Number Parcel/Lot 12-4-0366-00 |

D. VALUATION DATA

| | | |
|--|-------------------------------------|--------------------------------------|
| Actual Cash Consideration \$58,000.00 | Other Consideration + 0.00 | Total Consideration = \$58,000.00 |
| County Assessed Value \$8,000.00 | Common Level Ratio Factor X 3.46 | Fair Market Value = \$27,680.00 |

E. EXEMPTION DATA

| | |
|--------------------------|---|
| Amount of Exemption 0 | Percentage of Interest Conveyed 100% |
|--------------------------|---|

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) (Estate File Number)
- Transfer to industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____ Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) _____

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

| | |
|---|-------|
| Signature of Correspondent or Responsible Party <i>Brenda Taylor</i> | Date: |
|---|-------|

BEST AVAILABLE COPY

D 0995 163

COMMONWEALTH OF PENNSYLVANIA}

SS

COUNTY OF PHILADELPHIA}

On this the 5TH of MARCH, A.D. 1999, before me, the undersigned officer, personally appeared BRENDA TAYLOR & VALERIE CLARK, known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

NOTARIAL SEAL
ERIC E. BISCHOFF, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 15, 2001

(SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES:

BEST AVAILABLE COPY

From I. Dickler
COMMISSIONER OF RECORDS

030601

DEED

GRANTORS: BRENDA TAYLOR & VALERIE CLARK

TO

GRANTEES: EDWARD MORRIS

THIS DOCUMENT RECORDED

99 APR - 8 PM 4:29

PREMISES:

238 W. COULTER ST., PHILA. PA. 19144-3944
PHILADELPHIA
PA

Parcel #Parcel/Lot 12-4-0366-00

The Address of the above named Grantee is

238 W. Coulter St.
Phila, PA. 19144

Title #D193-642PA

Record and Return to:
CLASS ABSTRACT
40 W. Evergreen Avenue, Suite 110
Philadelphia, Pennsylvania 19118
(215)248-8230

06-08-99 412250
06-09-99 412258
06-09-99 412259
06-09-99 412260
06-09-99 412261
06-09-99 412262
06-09-99 412263
06-09-99 412264
06-09-99 412265
06-09-99 412266
06-09-99 412267
06-09-99 412268
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06-09-99 412279
06-09-99 412280

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| 01 | N.R. | 195.00 |
| 02 | REGIS | 100.00 |
| 03 | RECIPI | 5.00 |
| 04 | RECIT | 100.00 |
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| 98 | RECIT | 100.00 |
| 99 | RECIT | 100.00 |
| 100 | RECIT | 100.00 |

. 18, 22 - 171 ✓

D 0868 067

THIS INDENTURE, MADE THE 18TH day of NOVEMBER

in the year of our Lord one thousand nine hundred and ninety-eight (1998)

BETWEEN, ✓ MARIAH VASSALL

✓ BRENDA TAYLOR AND VALERIE CLARK

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

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

WITNESSETH, That the said Grantor(s)

THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) lawful

for and in consideration of the sum of

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

✓ BEING KNOWN AS
238 W. COULTER STREET, PHILA. PA. 19144-3944
CITY of PHILADELPHIA
COMMONWEALTH of PA
MORE FULLY DESCRIBED IN
EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF

#438
PA. RTT 320.00
PHIL RTT 960.00
CHECK 1280.00
ITEM 2
1CL 4525 14:49T

12-03-98 #5

Title #D193-454PA

Record and Return to:
CLASS ABSTRACT
40 W. Evergreen Avenue, Suite 110
Philadelphia, Pennsylvania 19118
(215)248-6230

0 0868 068

EXHIBIT "A"

ALL THAT CERTAIN LOT OR PIECE OF GROUND WITH THE BUILDINGS AND IMPROVEMENTS THEREON
BRECTED.

SITUATE ON THE SOUTHEAST SIDE OF COULTER STREET AND THE SOUTHWEST SIDE OF NEWHALL
(FORMERLY CALLED GAIRD) STREET, IN THE 12TH WARD OF THE CITY OF PHILADELPHIA.

CONTAINING IN FRONT OR BREADTH ON THE SAID COULTER STREET TWENTY-FIVE FEET AND
EXTENDING OF THAT WIDTH IN LENGTH OR DEPTH SOUTHEASTWARDLY BETWEEN PARALLEL LINES AT RIGHTS
ANGLES WITH THE COULTER STREET ON THE SOUTHWEST LINE THEREOF EIGHTY-NINE FEET ONE INCH AND
ON THE NORTHEAST LINE THEREOF ALONG THE SAID NEWHALL STREET, EIGHT-NINE FEET THREE INCHES.

BEING NO. 238 WEST COULTER STREET.

BEING THE SAME PREMISES WHICH MARION GREEN JOYNES, by Deed dated 06/30/95 and recorded 08/29/95 in
PHILADELPHIA COUNTY in Decd Book VCS 955, Page 174, granted and conveyed unto MARION VASSALL, in fee.

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 remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

her the said grantor(s), as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described buildings and improvements thereon erected hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), their heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), their heirs and assigns forever.

AND the said Grantor(s), for herself, her heirs,

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

WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand(s) and seal(s). Dated the day and year first above written.

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



 (SEAL)
MARIAH VASSALL

D 0868 070

| | | |
|--|---------------|----------|
| PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION | Book No. | Page No. |
| | Date Recorded | 460- |
| | City Tax Paid | |

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

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

| | |
|--|------------------------------|
| Name CLASS ABSTRACT | Telephone # (215)248-6230 |
| Street Address 40 W. Evergreen Avenue, Phila., PA 19118 | |

B. TRANSFER DATA

| | |
|--|--|
| Grantor/Lessors MARIAH VASSALL | Grantee(s)/Lessee(s) BRENDA TAYLOR AND VALERIE TAYLOR |
| Street Address 238 W. COULTER STREET, PHILA. PA. 19144-3944 | Street Address 238 W. COULTER STREET, PHILA. PA. 19144-3944 |
| City, State, Zip Phila., PA | City, State, Zip Phila., PA |

C. PROPERTY LOCATION

| | | |
|---|---|--|
| Street Address 238 W. COULTER STREET, PHILA. PA. 19144-3944 | City, Township, Borough Philadelphia | |
| County Philadelphia | School District Philadelphia | Tax Parcel Number Parcel/Lot 12-4-0366-00 |

D. VALUATION DATA

| | | |
|--|-------------------------------------|--------------------------------------|
| Actual Cash Consideration \$32,000.00 | Other Consideration + 0.00 | Total Consideration = \$32,000.00 |
| County Assessed Value \$8,000.00 | Common Level Ratio Factor X 3.46 | Fair Market Value = \$27,680.00 |

E. EXEMPTION DATA

| | |
|----------------------------|---|
| Amount of Exemption -0- | Percentage of Interest Conveyed 100% |
|----------------------------|---|

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____, Mortgagee (grantor) sold property to Mortgagee (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) _____

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

| | |
|--|-------------------|
| Signature of Correspondent or Responsible Party <i>Mariah Vassall</i> | Date: 11/18/98 |
|--|-------------------|

0 0868 071

COMMONWEALTH OF PENNSYLVANIA}

SS

COUNTY OF PHILADELPHIA}

On this the 18TH of NOVEMBER, A.D. 1998, before me, the undersigned officer, personally appeared MARIAH VASSALL, known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

NOTARIAL SEAL
ROBERT E. BISCHOFF, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 18, 2002

[Signature]

(SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES:

DEED

GRANTORS: MARIAH VASSALL

TO

GRANTEES: BRENDA TAYLOR AND VALERIE CLARK

From: i. Dickson
COMMISSIONER OF RECORDS
000438

PREMISES:

**238 W. COULTER STREET, PHILA. PA. 19144-3944
PHILADELPHIA**

PA

Parcel #Parcel/Lot 12-4-0366-00

The Address of the above named Grantee is

5729 PINE ST. PHILA. PA 19143

THIS DOCUMENT RECORDED
98 DEC -2 PM 3:21

Record and Return to:
CLASS ABSTRACT
40 W. Evergreen Avenue, Suite 110
Philadelphia, Pennsylvania 19118
(215)248-6230

Title #D193-454PA

48N22-171

D 0955 174

For Single/Trustee's Deed

This Indenture Made this 30th day of June 19 95

Between MARION GREEN JOYNES also known as MARION G. JOYNES

1/2
1.3 (hereinafter called the Grantor),

MARIAH VASSALL

(hereinafter called the Grantee),

Witnesseth That the said Grantor for and in consideration of the sum of FORTY FIVE THOUSAND DOLLARS (\$45,000.00) lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, HAS granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, her and assigns,

BLOCK 48 N 22 LOT 171

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

SITUATE on the Southeast side of Coulter Street and the Southwest side of Newhall (formerly called Baird) Street, in the Twenty-second Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Coulter Street twenty-five feet and extending of that width in length or depth Southeastwardly between parallel lines at right angles with the said Coulter Street on the Southwest line thereof eighty-nine feet one inch and on the Northeast line thereof along the said Newhall Street, eighty-nine feet three inches.

BEING NO. 238 West Coulter Street

BEING the same premises which Carl P. Barrott and Ann Marion Barrott, unmarried by Deed dated 7/12/1954 and recorded 7/14/1954 in Philadelphia County, in Deed Book MLS 712 page 315 conveyed unto Marion Green, divorcee, her heirs and assigns, in fee.

AND the said Marion Green has since married _____ Joynes.

WARD #: 12th

ST. CODE/HOUSE NO.: 25340 00238

CITY REGISTRY: 48 N 22 - 171

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

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

D 0955 175

[Faint, illegible text]

[Faint, illegible text]

(SPECIAL WARRANTY)

And the said Grantor, for herself, her heirs and assigns, that she the said Grantor do by these presents, covenant, grant and agree, to and with the said Grantee all and singular the Hereditaments and premises herein above described and granted, or mentioned and intended so to be with the Appurtenances unto the said Grantee, her heirs and Assigns, against her the said Grantor and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under her, them or any of them, shall and will WARRANT and forever DEFEND.

OR

(TRUSTEES' WARRANTY)

the said do covenant, promise and agree, to and with the said and assigns, by these presents, that the said has/have not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate, or otherwise howsoever.

In Witness Whereof, the said Grantor has/have caused these presents to be duly executed dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

[Signature]

Marion Green Joynes (SEAL)
MARION GREEN JOYNES

a/k/a *Marion G. Joynes* (SEAL)
MARION G. JOYNES

**PHILADELPHIA REAL ESTATE
TRANSFER TAX CERTIFICATION**

BOOK NO. **0955** PAGE NO. **176**

DATE RECORDED _____

CITY TAX PAID **1.35**

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

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

| | | |
|--|-------|---------------------------------|
| NAME Gilda B. Savres, Commonwealth Land Abstract Settlement Services, Inc. | | TELEPHONE NUMBER |
| STREET ADDRESS 7928 Ridge Avenue Philadelphia, Pa. 19128 | | AREA CODE 315 487-7930 |
| CITY | STATE | ZIP CODE |

B. TRANSFER DATA

| | |
|---|--|
| GRANTOR(S)/LESSOR(S) Marion Green Joynes a/k/a Marion G. Joynes | DATE OF ACCEPTANCE OF DOCUMENT |
| GRANTEE(S)/LESSEE(S) Mariah Vassall | |
| STREET ADDRESS 5450 Wissahickon Avenue | STREET ADDRESS 238 W. Coulter Street |
| CITY STATE ZIP CODE Phila. Pa. 19144 | CITY STATE ZIP CODE Phila. Pa. 19144 |

C. PROPERTY LOCATION

| | |
|--|--|
| STREET ADDRESS 238 W. Coulter Street | CITY, TOWNSHIP, BOROUGH Philadelphia |
| COUNTY Philadelphia | SCHOOL DISTRICT Philadelphia |
| TAX PARCEL NUMBER | |

D. VALUATION DATA

| | | |
|---|--|---|
| 1 ACTUAL CASH CONSIDERATION \$45,000.00 | 2 OTHER CONSIDERATION + -- | 3 TOTAL CONSIDERATION \$45,000.00 |
| 4 COUNTY ASSESSED VALUE \$8,000.00 | 5 COMMON LEVEL RATIO FACTOR x 3.50 | 6 FAIR MARKET VALUE = \$28,000.00 |

E. EXEMPTION DATA

| | |
|------------------------|------------------------------------|
| 1A AMOUNT OF EXEMPTION | 1B PERCENTAGE OF INTEREST CONVEYED |
|------------------------|------------------------------------|

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession (NAME OF DECEDENT) (ESTATE FILE NUMBER)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) _____

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

| | |
|---|------------------------|
| SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <i>Gilda B. Savres</i> | DATE 6/30/95 |
|---|------------------------|

D 0955 177

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF *Montgomery*)SS.

On this, the *30th* day of *JUNE*, A.D. 19*95*, before me, the Subscriber, a Notary Public the undersigned officer, personally appeared *MARION GREEN JOYNES a/k/a MARION G. JOYNES* known to me (or satisfactorily proven) to be the person whose name is (~~are~~) subscribed to the within instrument, and acknowledged that *s* he executed the same for the purposes therein contained. In ~~Witness~~ *whereof*, I hereunto set my hand and official seal.

Eric E. Bischoff
Notary Public
My Commission Expires:

NOTARIAL SEAL
ERIC E. BISCHOFF, Notary Public
Upper Dublin Twp., Montgomery Co.
My Commission Expires Sept. 15, 1997

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF)SS.

On this, the _____ day of _____, A.D. 19____, before me, the undersigned officer, personally appeared _____ who acknowledged himself (herself) to be the _____ of _____ a corporation and that he as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as In ~~Witness~~ *whereof*, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH LAND ABSTRACT
SETTLEMENT SERVICES, INC.

25 AUG 29 AM 11:37

56-02-80

DEED

MARION GREEN JOYNES a/k/a
MARION G. JOYNES

to

MARIAH VASSALL

Premises: 233 W. Coulter Street
Philadelphia, PA

Notary Public
My Commission Expires:

NOTARIAL SEAL

The address of the above-named Grantee
is *238 W. Coulter St.
Phila. PA 19144*
On behalf of the Grantee
Eric E. Bischoff

CLT-2896

at the mass line

000253

D- 712-315

This Deed, Made this 1st day of July - in the year
nineteen hundred and Fifty-four (1954)

Between, CARL P. BARROTT and ANNA MARION BARROTT, unmarried,
of the City of Philadelphia (hereinafter called the Grantors),

and MARION GREEN, of the said City, divorcee (hereinafter called the Grantee)

Witnesseth, That in consideration of TWO THOUSAND Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby
grant and convey unto the said Grantee her heirs and assigns.

ALL THAT CERTAIN lot or piece of ground with the buildings and
improvements thereon erected, SITUATE on the Southeast side of Coulter Street
and the Southwest side of Newhall (formerly called Baird) Street, in the
Twenty-second Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Coulter Street Twenty-five
feet and extending of that width in length or depth Southeastwardly between
parallel lines at right angles with the said Coulter Street on the Southwest
line thereof Eighty-nine feet one inch and on the Northeast line thereof along
the said Newhall Street, Eighty-nine feet three inches. (No. 238 W. Coulter
Street).

BEING the same premises which Carl P. Barrott, et ux, by deed dated
October 2, 1944, and recorded at Philadelphia in Deed Book C.S.P. No. 270,
page 11, granted and conveyed unto Carl P. Barrott and Anna Marion Barrott,
his wife, in fee.

AND by decree dated June 22, 1954, of the Court of Common Pleas of
Philadelphia County, No. 1, September Term, 1953, No. 3533, the said Anna Marion
Barrott by the name of Marion Green Barrott was divorced from the said Carl P.
Barrott (by the name of Carroll P. Barrott).

AND the said Anna Marion Barrott, also known as Marion Green Barrott
has resumed her maiden name Marion Green.

907-22
171



D- 712-316

And the said Grantors do hereby covenant to and with the said Grantee that they the said Grantors SHALL and WILL Warrant and forever Defend the herein above described premises with the hereditaments and appurtenances unto the said Grantee her heirs and assigns against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof by from or under him her them or any of them

In Witness Whereof the said Grantors have caused these presents to be duly executed the day and year first above written

Sealed and Delivered In the Presence of:

Hubert R. Camp
Ad. Dillon

Carl P. Barratt
CARL P. BARRATT
Anna Marion Barratt
ANNA MARION BARRATT

State of Pennsylvania County of Philadelphia
ON this 12th day of July 1954 before me the undersigned officer personally appeared Carl P. Barratt and Anna Marion Barratt unmarried known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same for the purposes therein contained

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

James J. Anglin
NOTARY PUBLIC
My Commission Expires Mar. 29, 1956

Commonwealth Title Co. X 245099K
000010

Deed
REGISTRY OFFICE
RECORDS OF DEEDS
JUL 20 1954

CARL P. BARRATT
ANNA MARION BARRATT
TO V. 109185
MARION GREEN, Divorcee
Premises: 236 N. Conliser Street
The address of the within-named Grantee is: 236 N. Conliser Street
On behalf of Grantors
HERBERT R. CAIN, JR.
ATTORNEY AT LAW
180 N. 18TH ST.
PHILADELPHIA
Commonwealth Title Company
of Philadelphia

JUL 14 1954 ABSTRACTED

STATE OF PENNSYLVANIA

COUNTY OF

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 date above written.

Recorder

JUL 14 1954 53522 DEEDS 010 8

48N22-171

M 1701 041

RETURN TO:
BANK UNITED OF TEXAS FSB
DBA COMMONWEALTH UNITED MTG
100 WALNUT AVE., SUITE 609
CLARK, NEW JERSEY 07066

LCMPA
00041297

Parcel Number: 12-4-036600

A-045-627MD
COMMONWEALTH LAND ABSTRACT
SETTLEMENT SERVICES, INC.
P. O. BOX 35087
PHILA., PA 19128-0587

[Space Above This Line For Recording Data]

**MORTGAGE
PURCHASE MONEY**

THIS MORTGAGE ("Security Instrument") is given on **JUNE 30, 1995**
MARIAH E VASSALL A MARRIED WOMAN

The mortgagor

("Borrower"). This Security Instrument is given to **BANK UNITED OF TEXAS FSB**

2/16/95 Mariah E Vassall
0000254
RECORDS SECTION

which is organized and existing under the laws of **THE UNITED STATES**, and whose
address is **3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

("Lender"). Borrower owes Lender the principal sum of
FORTY THOUSAND FIVE HUNDRED AND 00/100

Dollars (U.S.\$ *****40,500.00**). This debt is evidenced by Borrower's note dated the same date as this Security
Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on
JULY 01, 2025

This Security Instrument secures to Lender: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c)
the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
PHILADELPHIA County, Pennsylvania:

THE CITY OF PHILADELPHIA

SEE LEGAL DESCRIPTION ATTACHED

which has the address of **238 W COULTER, PHILADELPHIA**
Pennsylvania **19144** ("Property Address");
[Zip Code]

[Street, City],

PENNSYLVANIA - Single Family-FNMA/FHLMC
UNIFORM INSTRUMENT Form 3039 9/90
-GRPA (9410) Amended 5/91
VMP MORTGAGE FORMS (800)521-7291
Page 1 of 6 Initials: *MV*



M 1701 042

BLOCK 4R N 22 LOT 171

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

SITUATE on the Southeast side of Coulter street and the Southwest side of Newhall (formerly called Baird) Street, in the Twenty-second Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Coulter Street twenty-five feet and extending of that width in length or depth Southeastwardly between parallel lines at right angles with the said Coulter Street on the Southwest line thereof eighty-nine feet one inch and on the Northeast line thereof along the said Newhall Street, eighty-nine feet three inches.

BEING NO. 238 West Coulter Street.

Legal
for
mortgage

M.E.V.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however; that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

M 1701 044

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required,

at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

1701 048

1-4 FAMILY RIDER
Assignment of Rents

LC14R
00041297

THIS 1-4 FAMILY RIDER is made this 30TH day of JUNE, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to **BANK UNITED OF TEXAS FSB, 3200 SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at:
238 W COULTER, PHILADELPHIA, PENNSYLVANIA 19144

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae Uniform Instrument

Form 3170 12/92

VMP-57 (9212)

Page 1 of 2

VMP MORTGAGE FORMS * (313)293-8100 * (800)621-7291

Initials: HCV



F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

(Seal) Maria E. Vassall (Seal)
-Borrower MARIAH E VASSALL -Borrower

(Seal) _____ (Seal)
-Borrower -Borrower

M.E.V.

48N22-171

LASM2
LOAN # 00041297
POOL/COMMT.#
PREPARED BY: JOANNA CAMBLIN
(713) 964-7175

A 0108 336

RETURN TO:

REQUESTED BY & RETURN TO: RFC
8400 Normandale Lake Blvd. Suite 600
Minneapolis, MN 55437
Attn. Central Document Repository

14/10/2011

ASSIGNMENT OF MORTGAGE

4180

000430

Know all Men by these Presents, that, **BANK UNITED OF TEXAS FSB, 3200
SOUTHWEST FREEWAY, #2000, HOUSTON, TEXAS 77027**

, a corporation organized and existing under the laws of **THE UNITED STATES** referred to as **ASSIGNOR**, for and in consideration of the sum of **ONE DOLLAR** and **OTHER VALUABLE CONSIDERATION** lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by

I CERTIFY THE PRECISE RESIDENCE OF THE ASSIGNEE TO BE: **THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE**
ONE FIRST NATIONAL PLAZA, SUITE 0126
CHICAGO, ILLINOIS 60670-0126

hereinafter referred to as **ASSIGNEE**, and before the encasing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said **ASSIGNEE** and its successors and assigns all that certain **INDENTURE OF MORTGAGE** bearing date of **JUNE 30, 1995** made and executed by **MARIAH E VASSALL A MARRIED WOMAN**

hereinafter referred to as **MORTGAGOR**, to said **BANK UNITED OF TEXAS FSB**, to secure the sum of \$ *****40,500.00** covering premises situate **238 W COULTER, PHILADELPHIA, PENNSYLVANIA 19144**

and recorded on **AUG. 29, 1995** in the Official Records of **PHILADELPHIA** County, **PENNSYLVANIA** in BOOK **11701** of Mortgages, PAGE **041**, DOCUMENT # **000254**
THE CITY OF PHILADELPHIA

SEE LEGAL DESCRIPTION ATTACHED

05 23 01 24 29 49
ASSN. 29
PREREC 49
N.R. 29
R6 29
TOTAL 24283
CASH 24283
0000002 1111
430.00
431.00
19.50
39.00
5.00
10.00
5.00
20.00
0.50
1.00
70.00
70.00

1069173 (9410) 01

92 MAY 13 PM 3:46
DOCUMENT RECORDED
COMMISSIONER OF RECORDS
Joan T. Decker

A 0108 337

BLOCK 48 N 22 LOT 171

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

SITUATE on the Southeast side of Coulter Street and the Southwest side of Newhall (formerly called Baird) Street, in the Twenty-second Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Coulter Street twenty-five feet and extending of that width in length or depth Southeastwardly between parallel lines at right angles with the said Coulter Street on the Southwest line thereof eighty-nine feet one inch and on the Northeast line thereof along the said Newhall Street, eighty-nine feet three inches.

BEING NO. 238 West Coulter Street.

Legal
for
mortgage

M. S. V.

Together with hereditaments, and premises in and by said indenture of mortgage particularly described and granted, or mentioned and intended so to be, with the appurtenances, and the bond or obligation in said indenture of mortgage mentioned and thereby intended to be secured and all incidental or supplemental documents, or instruments, if any, secured or intended to be secured thereby, and all monies due and to grow due thereon, and all its estate, right, title, interest, property, claim and demand in and to the same.

To have and to hold the same unto the said ASSIGNEE and its successors and assigns, to its proper use, benefit and behoof forever, subject, nevertheless, to the equity of redemption of said MORTGAGOR in said indenture of mortgage named, and the heirs, executors, administrators, successors and assigns of said MORTGAGOR therein.

In Witness Whereof, the said ASSIGNOR has caused its corporate seal to be hereto affixed and these presents to be duly executed by its proper offices.

I HEREBY CERTIFY THE ASSIGNEE ADDRESS IS

BANK UNITED OF TEXAS FSB

By: [Signature]
SAMMYE ALSOBROOKS VICE PRESIDENT Date

By: [Signature]
DONNA DURRENBERGER ASSISTANT SECRETARY Date

STATE OF TEXAS

COUNTY OF HARRIS

Be It Remembered That On This
the undersigned authority, personally appeared
who is the VICE PRESIDENT and
who is the ASSISTANT SECRETARY of

)
) SS
)
30TH day of JUNE, 1995 before me,
SAMMYE ALSOBROOKS
DONNA DURRENBERGER
BANK UNITED OF TEXAS FSB

who is personally known to me and I am satisfied both are the persons who signed the within instrument, and (s)he acknowledged that (s)he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

[Signature]
Notary Public

