

CORRECTIVE SHERIFF'S DEED

Made the _____ day of _____ in the year Two Thousand and Four (2004).

Between **TIMOTHY T. CHAMBERLAIN**, Sheriff of the County of Columbia, in the Commonwealth of Pennsylvania,

Grantor

AND

BVK INC., formerly known as SPEDD CORP INC, of Castletown Square North 290 Route 8, Allison Park, Pennsylvania 15101,

Grantee

THIS CORRECTIVE DEED IS PREPARED TO CORRECT THE NAME OF THE GRANTEE WHICH WAS INCORRECTLY LISTED AS SPEDDCORP IN THAT PRIOR SHERIFF'S DEED DATED NOVEMBER 1, 2001, AND RECORDED NOVEMBER 16, 2001, IN THE RECORDER OF DEEDS OFFICE FOR COLUMBIA COUNTY, PENNSYLVANIA, AS INSTRUMENT 200111563 TO ITS CORRECT NAME OF BVK INC., FORMERLY KNOWN AS SPEDD CORP INC

WITNESSETH, that in consideration of **SEVEN HUNDRED NINETY-TWO THOUSAND NINE HUNDRED SIX (\$792,906.00) DOLLARS**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, its successors and assigns,

ALL THOSE CERTAIN tracts or parcels of land with the buildings and improvements erected thereon situate in the Borough of Berwick, Columbia County and Commonwealth of Pennsylvania, described

PARCEL NO. 1

BEGINNING at a point on the westerly right-of-way Vine Street, said point being 49.33 feet distant on a course running North 26 degrees 38 minutes 00 seconds West from a point at the northwest right-of-way intersection of Vine and Ninth Streets, said point also being on the northerly line of lands of Pierce H. Morgan, Sr.; thence along the northerly line of lands of said Morgan South 70 degrees 22 minutes 00 seconds West 229.69 feet to a point at the northwest corner of lands of said Morgan; thence along the westerly line of lands of said Morgan South 26 degrees 19 minutes 30 seconds East 76.63 feet to an iron pin on the northerly right-of-way of Ninth Street; thence along the northerly right-of-way of said Ninth Street South 63 degrees 32 minutes 20 seconds West 118.06 feet to a point on the easterly line of lands of the Berwick Industrial Development Association, known as B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. on a curve to the left in a northwesterly direction having a Delta Angle of 32 degrees 53 minutes 24 seconds, a radius of 350.22 feet, a tangent of 103.37 feet, an Arc Length of 201.37 feet and a Chord of North 43 degrees 03 minutes 16 seconds West 198.29 feet to a point; thence along same North 59 degrees 30 minutes 00 seconds West 44.00 feet to a point at the southwest corner of the Penn Central Corporation right-of-way; thence crossing said right-of-way North 22 degrees 24 minutes 00 seconds West 79.97 feet to a point at the northerly side of said right-of-way; thence along the northerly right-of-way of said Corporation on a curve to the right in a northwesterly direction having a Delta Angle of 11 degrees 48 minutes 51 seconds, a Radius of 543.69 feet, a tangent of 56.25 feet, an Arc Length of 112.11 feet and a Chord of North 67 degrees 06 minutes 31 seconds West 104.84 feet to a point at a corner of lands of the aforementioned B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. the following courses and distances: North 40 degrees 10 minutes 00 seconds West 125.95 feet to an iron pin; North 33 degrees 23 minutes 00 seconds West 320.85 feet to an iron pin; North 27 degrees 45 minutes 00 seconds West 57.00 feet to an iron pin; North 61 degrees 40 minutes 00 seconds East 111.35 feet to a point; North 23 degrees 15 minutes 00 seconds West 79.30 feet to a point; North 67 degrees 55 minutes 00 seconds East 117.50 feet to a point; North 07 degrees 54 minutes 00 seconds West 156.77 feet to a point; North 23 degrees 04 minutes 00 seconds West 346.97 feet to a point; North 41 degrees 25 minutes 00 seconds West 79.50 feet to a point; North 53 degrees 29 minutes 00 seconds West 108.42 feet to a point; North 44 degrees 06 minutes 00 seconds West 92.00 feet to a point on the outside (southerly) edge of

Building 321; thence along same South 68 degrees 09 minutes 00 seconds West 141.46 feet to an iron pin on the easterly edge of a concrete roadway (macadam overlay); thence along same and said roadway North 22 degrees 04 minutes 00 seconds West 293.50 feet to a drill hole in concrete roadway (macadam overlay); thence along same North 62 degrees 20 minutes 00 seconds East 459.14 feet to an iron pin on the westerly right-of-way of Vine Street; thence along the westerly right-of-way of Vine Street South 26 degrees 38 minutes 00 seconds East 1984.42 feet to the place of BEGINNING.

CONTAINING 18.16 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

BEING Tract No. 1, 3 and 6 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983, and revised on February 21, 1986 and September 18, 1986.

PARCEL NO. 2

BEGINNING at a drill hole in the concrete on the northerly right-of-way of Ninth Street, said drill hole being the southwest corner of lands of Berwick Industrial Development Association, known as B.I.D.A.; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 128.62 feet to a point on the northerly end of Oak Street; thence along Oak Street South 26 degrees 39 minutes 40 seconds East 55.00 feet to a point in Oak Street; thence through said Oak Street South 63 degrees 32 minutes 20 seconds West 26.00 feet to a point; thence through same North 26 degrees 39 minutes 40 seconds West 55.00 feet to a point on the southerly line of lands of aforementioned B.I.D.A.; thence along lands of said B.I.D.A. the following courses and distances: North 63 degrees 32 minutes 20 seconds East 2.00 feet to a point; North 26 degrees 29 minutes 45 seconds West 30.59 feet to a point; North 32 degrees 43 minutes 45 seconds West 103.13 feet to a point; North 26 degrees 11 minutes 45 seconds West 169.34 feet to a point; North 63 degrees 30 minutes 15 seconds East 62.08 feet to a point; South 61 degrees 18 minutes 45 seconds East 63.72 feet to an iron pin; South 54 degrees 46 minutes 45 seconds East 136.38 feet to a point; South 26 degrees 25 minutes 45 seconds East 130.13 feet to the place of BEGINNING.

CONTAINING: 0.96 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

BEING Tract No. 2 and 4 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

PARCEL NO. 3

BEGINNING at a point at the northeast right-of-way intersection of Vine and Ninth Streets; thence along the easterly right-of-way of Vine Street North 26 degrees 38 minutes 00 seconds West 100.00 feet to a point at the southwest corner of lands now or formerly Blanche G. Brack; thence along the southerly line of lands of said Brack North 63 degrees 32 minutes 20 seconds East 495.00 feet to a point on the westerly right-of-way of Mulberry Street; thence along the westerly right-of-way of Mulberry Street South 26 degrees 38 minutes 00 seconds East 100.00 feet to a point at the northwest right-of-way intersection of Mulberry and Ninth Streets; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 495.00 feet to the place of BEGINNING.

CONTAINING: 1.14 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions covenants and agreements in the chain of title.

Being Tract No. 5 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

BEING the same premises described in deed of Harry A. Roadarmel, Jr., Sheriff of Columbia County, to SpeddCorp, dated November 1, 2001, and recorded in the Recorder of Deeds Office for Columbia County, Pennsylvania as Instrument No. 200111563.

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

Signed, Sealed and Delivered
in the Presence of

 (SEAL)
**TIMOTHY T. CHAMBERLAIN, SHERIFF
OF COLUMBIA COUNTY**

COMMONWEALTH OF PENNSYLVANIA :

:

ss.

COUNTY OF COLUMBIA :

:

On this, the _____ day of _____, 2004, before me a notary
public, the undersigned officer, personally appeared **Timothy T. Chamberlain, Sheriff
of Columbia County**, 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 purpose therein contained.

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

NOTARY PUBLIC

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

**BVK Inc., Castletown Square North,
290 Route 8,
Allison Park, Pennsylvania 15101,**

Attorney for Grantees

Prepared by:
SABA, ENDLER & ASSOCIATES
106 West Front Street
Berwick, PA 18603
(570) 752-5915

REV-183 EX (6-96)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name Arlin R. Thrush, Esquire Telephone Number: _____
Street Address 106 West Front Street, Berwick, PA 18603 City Berwick State PA Zip Code 18603
Area Code 717 591-5915

B TRANSFER DATA

Grantor(s)/Lessor(s) <u>Timothy J. Chamberlain, Sheriff</u> Street Address <u>Columbia Co. Courthouse</u> City <u>Bloomsburg</u> State <u>PA</u> Zip Code <u>17815</u>	Date of Acceptance of Document <u>BVK, Inc.</u> Street Address <u>Castletown Square North, 290 Rt. 8</u> City <u>Allison Park</u> State <u>PA</u> Zip Code <u>15101</u>
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C PROPERTY LOCATION

Street Address <u>1005 N. Vine St, 1015 Lots 3, 4, 5 & 6</u>	City, Township, Borough <u>Berwick Borough</u>
County <u>North Vine St.</u> <u>Columbia</u>	School District <u>Berwick Area</u>
	Tax Parcel Number <u>04B-03-067-01</u>

D VALUATION DATA

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
	+	=
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	x	=

E EXEMPTION DATA

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Interest Conveyed <u>100%</u>
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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 a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If 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 _____
- ☒ Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed, if other than listed above.) _____

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

Signature of Correspondent or Responsible Party	Date
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FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

Know all Men by these Presents.

That I, Harry A. Roadarmel Jr., Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of \$792,906.00--Seven Hundred ninety-two thousand, nine hundred six ^{and no/100} dollars to me in hand paid, do hereby grant and convey to SPEEDCORP

ALL THOSE CERTAIN tracts or parcels of land with the buildings and improvements erected thereon situate in the Borough of Berwick, Columbia County and Commonwealth of Pennsylvania, described particularly as follows:

PARCEL NO. 1

BEGINNING at a point on the westerly right-of-way Vine Street, said point being 49.33 feet distant on a course running North 26 degrees 38 minutes 00 seconds West from a point at the northwest right-of-way intersection of Vine and Ninth Streets, said point also being on the northerly line of lands of Pierce H. Morgan, Sr.; thence along the northerly line of lands of said Morgan South 70 degrees 22 minutes 00 seconds West 229.69 feet to a point at the northwest corner of lands of said Morgan; thence along the westerly line of lands of said Morgan South 26 degrees 19 minutes 30 seconds East 76.63 feet to an iron pin on the northerly right-of-way of Ninth Street; thence along the northerly right-of-way of said Ninth Street South 63 degrees 32 minutes 20 seconds West 118.06 feet to a point on the easterly line of lands of the Berwick Industrial Development Association, known as B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. on a curve to the left in a northwesterly direction having a Delta Angle of 32 degrees 53 minutes 24 seconds, a Radius of 350.22 feet, a Tangent of 103.37 feet, an Arc Length of 201.37 feet and a Chord of North 43 degrees 03 minutes 16 seconds West 198.29 feet to a point; thence along same North 59 degrees 30 minutes 00 seconds West 44.00 feet to a point at the southwest corner of the Penn Central Corporation right-of-way; thence crossing said right-of-way North 22 degrees 24 minutes 00 seconds West 79.97 feet to a point at the northerly side of said right-of-way; thence along the northerly right-of-way of said Corporation on a curve to the right in a northwesterly direction having a Delta Angle of 11 degrees 48 minutes 51 seconds, a Radius of 543.69 feet, a tangent of 56.25 feet, an Arc Length of 112.11 feet and a Chord of North 67 degrees 06 minutes 31 seconds West 104.84 feet to a point at a corner of lands of the aforementioned B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. the following courses and distances: North 40 degrees 10 minutes 00 seconds West 125.95 feet to an iron pin; North 33 degrees 23 minutes 00 seconds West 320.85 feet to an iron pin; North 27 degrees 45 minutes 00 seconds West 57.00 feet to an iron pin; North 61 degrees 40 minutes 00 seconds East 111.35 feet to a point; North 23 degrees 15 minutes 00 seconds West 79.30 feet to a point; North 67 degrees 55 minutes 00 seconds East 117.50 feet to a point; North 07 degrees 54 minutes 00 seconds West 156.77 feet to a point; North 23 degrees 04 minutes 00 seconds West 346.97 feet to a point; North 41 degrees 25 minutes 00 seconds West 72.50 feet to a point; North 53 degrees 29 minutes 00 seconds West 108.42 feet to a point; North 44 degrees 06 minutes 00 seconds West 92.00 feet to a point on the outside (southerly) edge of Building 321; thence along same South 68 degrees 09 minutes 00 seconds West 141.46 feet to an iron pin on the easterly edge of a concrete roadway (macadam overlay); thence along same and said roadway North 22 degrees 04 minutes 00 seconds West 293.50 feet to a drill hole in concrete roadway (macadam overlay); thence along same North 62 degrees 20 minutes 00 seconds East 459.14 feet to an iron pin on the westerly right-of-way of Vine Street; thence along the westerly right-of-way of Vine Street South 26 degrees 38 minutes 00 seconds East 1984.42 feet to the place of BEGINNING.

CONTAINING: 18.16 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. 1, 3 and 6 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

I DO HEREBY CERTIFY that the precise address of the within GRANTEE is: 920 Pennsylvania Ave., West, Warren PA 16365.


Harry A. Roadarmel Jr., Sheriff

PARCEL NO. 2

BEGINNING at a drill hole in concrete on the northerly right-of-way of Ninth Street, said drill hole being the southwest corner of lands of Berwick Industrial Development Association, known as B.I.D.A.; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 128.62 feet to a point on the northerly end of Oak Street; thence along Oak Street South 26 degrees 39 minutes 40 seconds East 55.00 feet to a point in Oak Street; thence through said Oak Street South 63 degrees 32 minutes 20 seconds West 26.00 feet to a point; thence through same North 26 degrees 39 minutes 40 seconds West 55.00 feet to a point on the southerly line of lands of aforementioned B.I.D.A.; thence along lands of said B.I.D.A. the following courses and distances: North 63 degrees 32 minutes 20 seconds East 2.00 feet to a point; North 26 degrees 29 minutes 45 seconds West 30.59 feet to a point; North 32 degrees 43 minutes 45 seconds West 103.13 feet to a point; North 26 degrees 11 minutes 45 seconds West 169.34 feet to a point; North 63 degrees 30 minutes 15 seconds East 62.08 feet to a point; South 61 degrees 18 minutes 45 seconds East 63.72 feet to an iron pin; South 54 degrees 46 minutes 45 seconds East 136.38 feet to a point; South 26 degrees 25 minutes 45 seconds East 130.13 feet to the place of BEGINNING.

CONTAINING: 0.96 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. 2 and 4 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

PARCEL NO. 3

BEGINNING at a point at the northeast right-of-way intersection of Vine and Ninth Streets; thence along the easterly right-of-way of Vine Street North 26 degrees 38 minutes 00 seconds West 100.00 feet to a point at the southwest corner of lands now or formerly of Blanche G. Brack; thence along the southerly line of lands of said Brack North 63 degrees 32 minutes 20 seconds East 495.00 feet to a point on the westerly right-of-way of Mulberry Street; thence along the westerly right-of-way of Mulberry Street South 26 degrees 38 minutes 00 seconds East 100.00 feet to a point at the northwest right-of-way intersection of Mulberry and Ninth Street; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 495.00 feet to the place of BEGINNING.

CONTAINING: 7.14 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. F as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

the same having been sold by me to the said grantee on the
3rd day of October Anno Domini one thousand nine hundred and Two Thousand One, after due advertisement
according to law, under and by virtue of a writ of Execution No. 66-2001
issued on the 10th day of
July Anno Domini one thousand nine hundred and Two Thousand One
out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as
of Term, one thousand nine hundred and Two Thousand One
Number 1169-2001, at the suit of Perma. Industrial Development Authority

against Berwick Industrial Development Authority

In Witness Whereof, I have hereunto affixed my signature this 1st ^{DOR}
 November day of November Anno Domini ~~2001~~
~~thousand nine hundred and one~~ Two Thousand One

Harry A. Roadarmel Jr.
 Sheriff of Columbia County, Pennsylvania
 Harry A. Roadarmel Jr.

Commonwealth of Pennsylvania, ss.

Before the undersigned, Tami B. Kline Prothonotary
 of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared
Harry A. Roadarmel Jr., Sheriff of Columbia County aforesaid, and
 in due form of law declared that the facts set forth in the foregoing Deed are true, and that
 he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this 1st ^{DOR} day of
 November Anno Domini ~~one thousand nine hundred and one~~ Two Thousand One

BEVERLY J. MICHAEL
 REGISTER AND RECORDER
 COLUMBIA COUNTY
 Pennsylvania

INSTRUMENT NUMBER
 200111563

RECORDED ON

Nov 16, 2001
 3:16:31 PM

Tami B. Kline Prothonotary
Tami B. Kline
 Proth. & Ck. Of Sev. Courts
 My Com. Ex. 1st Mo. Jan 2004

RECORDING FEES \$14.00
 RECORDER
 COUNTY IMPROVEMENT FUND \$1.00
 RECORDER IMPROVEMENT FUND \$1.00
 STATE TRANSFER TAX \$17,763.00
 STATE MERIT TAX \$0.50
 BERWICK BORO \$8,851.50
 BERWICK AREA \$8,851.50
 SCHOOL DISTRICT
 AFFORDABLE HOUSING \$11.90
 AFFORDABLE HOUSING - 10% \$1.40
 AFFORDABLE HOUSING - 5% \$0.70
 TOTAL \$35,436.90
 CUSTOMER
 SHERIFF PICKUP

Commonwealth of Pennsylvania } ss
 County of Columbia

RECORDED on this 16th day of November

A. D. ~~2001~~ in the Recorder's office of said County, in Deed Book

Vol. _____, Page _____

Given under my hand and the seal of the said office, the date above written.

Recorder

Beverly J. Michael

REV 103 EN (12-00)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid \$17,703.00
Book Number Inst # 200111563
Page Number —
Date Recorded 11-16-01

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name Harry A. Roadarmel Jr., Columbia Co. Sheriff Telephone Number: _____
Street Address 35 W. Main St., P.O. 380, Bloomsburg, Pa. 17815 Area Code 570 389-5622
City Bloomsburg State Pa Zip Code 17815

B TRANSFER DATA

Grantor(s)/Lessor(s) Berwick Industrial Development Authority Date of Acceptance of Document _____
Grantee(s)/Lessee(s) Speddeco
Street Address 920 Pennsylvania Avenue, West
City Warren, PA State PA Zip Code 16365
City Berwick State PA Zip Code 18603

C PROPERTY LOCATION

Street Address 120 E. 3rd St., City, Township, Borough Borough of Berwick
County Columbia School District Berwick Area Tax Parcel Number 04B-03-067-01 000

D VALUATION DATA

1. Actual Cash Consideration <u>\$75,000.00</u>	2. Other Consideration <u>+ \$717,906.00 (Mortgage)</u>	3. Total Consideration <u>= \$792,906.00</u>
4. County Assessed Value <u>\$630,000.00</u>	5. Common Level Ratio Factor <u>x 2.81</u>	6. Fair Market Value <u>= \$1,770,300.00</u>

E EXEMPTION DATA

1a. Amount of Exemption Claimed -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 _____
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☒ Other (Please explain exemption claimed, if other than listed above) Sold as mortgage foreclosure PIDA against BIDA, R.D. 66-2001, R.D. 1169-2001, sale on Oct. 3, 2001 at 1000.

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

Signature of Correspondent or Responsible Party
Harry A. Roadarmel Jr., Sheriff

Date
Nov. 16, 2001

(SEE REVERSE)

Is your RETURN on the rev

is your RETURN ADDRESS completed on the reverse

Is your RETURN ADDRESS completed on the re

PS Form 3811, December 1994 102595-98-B-0229 Domestic Return ReceiptPS Form 3811, December 1994 102595-97-B-0179 Domestic Return ReceiptPS Form 3811, December 1994 102595-97-B-0179 Domestic Return Receipt

106 WEST FRONT STREET
BERWICK, PENNSYLVANIA 18603
TELEPHONE 570 752 5915
FAX 570 752 5918
SABALAW.COM



August 5, 2004

Office of the Sheriff
Columbia County Courthouse
Main Street
Bloomsburg, PA 17815

RE: Request for Corrective Deed for
Property Sold Pursuant to Sheriff's Sale

To Whom It May Concern:

Enclosed herewith is a copy of a Sheriff's Sale Deed transferring property located in the Borough of Berwick, Columbia County, Pennsylvania, to Spedddcorp. The actual entity name, however, was "Spedd Corp, Inc., now referred to as "BVK, Inc." Please prepare a corrective deed changing the Grantee from "Spedddcorp" to "BVK, Inc., formerly known as Spedd Corp, Inc." Please forward said deed to my attention, and I will record said deed.

If you have any questions regarding this matter, please feel free to give me a call.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Arlin R. Thrush'.

Arlin R. Thrush, Esquire

ART/snm
Enclosure

Know all Men by these Presents,

That I, Harry A. Roadarmel Jr., Sheriff of the County of Columbia in the State of Pennsylvania, for and in consideration of the sum of \$792,906.00--Seven Hundred ninety-two thousand, nine hundred six and no/100 dollars to me in hand paid, do hereby grant and convey to SPEDDCORP

ALL THOSE CERTAIN tracts or parcels of land with the buildings and improvements erected thereon situate in the Borough of Berwick, Columbia County and Commonwealth of Pennsylvania, described particularly as follows:

PARCEL NO. 1

BEGINNING at a point on the westerly right-of-way Vine Street, said point being 49.33 feet distant on a course running North 26 degrees 38 minutes 00 seconds West from a point at the northwest right-of-way intersection of Vine and Ninth Streets, said point also being on the northerly line of lands of Pierce H. Morgan, Sr.; thence along the northerly line of lands of said Morgan South 70 degrees 22 minutes 00 seconds West 229.69 feet to a point at the northwest corner of lands of said Morgan; thence along the westerly line of lands of said Morgan South 26 degrees 19 minutes 30 seconds East 76.63 feet to an iron pin on the northerly right-of-way of Ninth Street; thence along the northerly right-of-way of said Ninth Street South 63 degrees 32 minutes 20 seconds West 118.06 feet to a point on the easterly line of lands of the Berwick Industrial Development Association, known as B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. on a curve to the left in a northwesterly direction having a Delta Angle of 32 degrees 53 minutes 24 seconds, a Radius of 350.22 feet, a Tangent of 103.37 feet, an Arc Length of 201.37 feet and a Chord of North 43 degrees 03 minutes 16 seconds West 198.29 feet to a point; thence along same North 59 degrees 30 minutes 00 seconds West 44.00 feet to a point at the southwest corner of the Penn Central Corporation right-of-way; thence crossing said right-of-way North 22 degrees 24 minutes 00 seconds West 79.97 feet to a point at the northerly side of said right-of-way; thence along the northerly right-of-way of said Corporation on a curve to the right in a northwesterly direction having a Delta Angle of 11 degrees 48 minutes 51 seconds, a Radius of 543.69 feet, a tangent of 56.25 feet, an Arc Length of 112.11 feet and a Chord of North 67 degrees 06 minutes 31 seconds West 104.84 feet to a point at a corner of lands of the aforementioned B.I.D.A.; thence along the easterly line of lands of said B.I.D.A. the following courses and distances: North 40 degrees 10 minutes 00 seconds West 125.95 feet to an iron pin; North 33 degrees 23 minutes 00 seconds West 320.85 feet to an iron pin; North 27 degrees 45 minutes 00 seconds West 57.00 feet to an iron pin; North 61 degrees 40 minutes 00 seconds East 111.35 feet to a point; North 23 degrees 15 minutes 00 seconds West 79.30 feet to a point; North 67 degrees 55 minutes 00 seconds East 117.50 feet to a point; North 07 degrees 54 minutes 00 seconds West 156.77 feet to a point; North 23 degrees 04 minutes 00 seconds West 346.97 feet to a point; North 41 degrees 25 minutes 00 seconds West 79.50 feet to a point; North 53 degrees 29 minutes 00 seconds West 108.42 feet to a point; North 44 degrees 06 minutes 00 seconds West 92.00 feet to a point on the outside (southerly) edge of Building 321; thence along same South 68 degrees 09 minutes 00 seconds West 141.46 feet to an iron pin on the easterly edge of a concrete roadway (macadam overlay); thence along same and said roadway North 22 degrees 04 minutes 00 seconds West 293.50 feet to a drill hole in concrete roadway (macadam overlay); thence along same North 62 degrees 20 minutes 00 seconds East 459.14 feet to an iron pin on the westerly right-of-way of Vine Street; thence along the westerly right-of-way of Vine Street South 26 degrees 38 minutes 00 seconds East 1984.42 feet to the place of BEGINNING.

CONTAINING: 18.16 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. 1, 3 and 6 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

I DO HEREBY CERTIFY that the precise address of the within GRANTEE is: 920 Pennsylvania Ave., West, Warren PA 16365.


Harry A. Roadarmel Jr., Sheriff

PARCEL NO. 2

BEGINNING at a drill hole in concrete on the northerly right-of-way of Ninth Street, said drill hole being the southwest corner of lands of Berwick Industrial Development Association, known as B.I.D.A.; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 128.62 feet to a point on the northerly end of Oak Street; thence along Oak Street South 26 degrees 39 minutes 40 seconds East 55.00 feet to a point in Oak Street; thence through said Oak Street South 63 degrees 32 minutes 20 seconds West 26.00 feet to a point; thence through same North 26 degrees 39 minutes 40 seconds West 55.00 feet to a point on the southerly line of lands of aforementioned B.I.D.A.; thence along lands of said B.I.D.A. the following courses and distances: North 63 degrees 32 minutes 20 seconds East 2.00 feet to a point; North 26 degrees 29 minutes 45 seconds West 30.59 feet to a point; North 32 degrees 43 minutes 45 seconds West 103.13 feet to a point; North 26 degrees 11 minutes 45 seconds West 169.34 feet to a point; North 63 degrees 30 minutes 15 seconds East 62.08 feet to a point; South 61 degrees 18 minutes 45 seconds East 63.72 feet to an iron pin; South 54 degrees 46 minutes 45 seconds East 136.38 feet to a point; South 26 degrees 25 minutes 45 seconds East 130.13 feet to the place of BEGINNING.

CONTAINING: 0.96 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. 2 and 4 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

PARCEL NO. 3

BEGINNING at a point at the northeast right-of-way intersection of Vine and Ninth Streets; thence along the easterly right-of-way of Vine Street North 26 degrees 38 minutes 00 seconds West 100.00 feet to a point at the southwest corner of lands now or formerly of Blanche G. Brack; thence along the southerly line of lands of said Brack North 63 degrees 32 minutes 20 seconds East 495.00 feet to a point on the westerly right-of-way of Mulberry Street; thence along the westerly right-of-way of Mulberry Street South 26 degrees 38 minutes 00 seconds East 100.00 feet to a point at the northwest right-of-way intersection of Mulberry and Ninth Street; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 495.00 feet to the place of BEGINNING.

CONTAINING: 1.14 acres of land in all.

The above described parcel being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

Being Tract No. 5 as more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983 and revised on February 21, 1986 and September 18, 1986.

... the same having been sold by me to the said grantee on the
3rd day of October Anno Domini one thousand nine hundred and
two Thousand One, after due advertisement
according to law, under and by virtue of a writ of Execution No. 66-2001
issued on the 10th day of
July Anno Domini one thousand nine hundred and two Thousand One
out of the Court of Common Pleas of the County of Columbia and State of Pennsylvania as
of Term, one thousand nine hundred and two Thousand One
Number 1169-2001, at the suit of Penna. Industrial Development Authority

against Berwick Industrial Development Authority

In Witness Whereof, I have hereunto affixed my signature this 1st

day of

November

day of

November

Anno Domini 2001

~~thousand nine hundred and~~ Two Thousand One

Harry A. Roadarmel Jr.
Sheriff of Columbia County, Pennsylvania
Harry A. Roadarmel Jr.

Commonwealth of Pennsylvania, ss,

Before the undersigned, Tami B. Kline Prothonotary
of the Court of Common pleas of Columbia County, Pennsylvania, personally appeared
Harry A. Roadarmel Jr., Sheriff of Columbia County aforesaid, and
in due form of law declared that the facts set forth in the foregoing Deed are true, and that
he acknowledged the same in order that said Deed might be recorded.

Witness my hand and the seal of said Court, this 1st day of
November Anno Domini ~~two thousand and one~~ Two Thousand One

BEVERLY J. MICHAEL
REGISTER AND RECORDER
COLUMBIA COUNTY
Pennsylvania

Tami B. Kline
Prothonotary
Tami B. Kline
Proth. & Clk. Of Sev. Courts
My Com. Ex. 1st Mon. Jan 2004

INSTRUMENT NUMBER
200111563

RECORDED ON

Nov 16, 2001
3:16:31 PM

RECORDING FEES - \$14.00
RECORDER
COUNTY IMPROVEMENT FUND \$1.00
RECORDER IMPROVEMENT FUND \$1.00
STATE TRANSFER TAX \$17,703.00
STATE MORTGAGE TAX \$0.50
BERWICK BORO \$8,851.50
BERWICK AREA SCHOOL DISTRICT \$8,851.50
AFFORDABLE HOUSING \$11.90
AFFORDABLE HOUSING - 10% \$1.40
AFFORDABLE HOUSING - 5% \$0.70
TOTAL \$35,436.50
CUSTOMER
SHERIFF, PICKUP

Commonwealth of Pennsylvania } ss
County of Columbia }

RECORDED on this 16th day of November

A. D. 2001 in the Recorder's office of said County, in Deed Book

Vol. _____, Page _____

Given under my hand and the seal of the said office, the date above written.

Recorder

Beverly J. Michael



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	\$ 17,763.00
Book Number	Inst # 20011563
Page Number	—
Date Recorded	11-16-01

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

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

Name: Harry A. Roadarmel Jr., Columbia Co. Sheriff
Telephone Number: _____
Area Code (570) 389-5622
Street Address: 35 W. Main St., P.O. 380, Bloomsburg, Pa. 17815
City: _____ State: _____ Zip Code: _____

B TRANSFER DATA

Grantor(s)/Lessor(s): Berwick Industrial Development Authority
Grantee(s)/Lessee(s): Speddcorp
Date of Acceptance of Document: _____
Street Address: 120 East Third Street
City: Berwick, PA 18603
State: _____ Zip Code: _____
Street Address: 920 Pennsylvania Avenue, West
City: Warren, PA 16365
State: _____ Zip Code: _____

C PROPERTY LOCATION

Street Address: 120 E. 3rd St.,
County: Columbia
School District: Berwick Area
City, Township, Borough: Borough of Berwick
Tax Parcel Number: 04B-03-067-01.000

D VALUATION DATA

1. Actual Cash Consideration \$75,000.00	2. Other Consideration + \$717,906.00 (Mortgage)	3. Total Consideration = \$792,906.00
4. County Assessed Value \$630,000.00	5. Common Level Ratio Factor x 2.81	6. Fair Market Value \$1,770,300.00
		= \$1,770,300.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed -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 _____
- ☐ Corrective deed (Attach copy of the prior deed).
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles).
- ☒ Other (Please explain exemption claimed, if other than listed above.) Sold as mortgage foreclosure PIDA against BIDA, B.D. 66-2001, E.D. 1169-2001, sale on on Oct. 3, 2001 at 1000.

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

Signature of Correspondent or Responsible Party Harry A. Roadarmel Jr., Sheriff	Date Nov. 16, 2001
--	-----------------------

(SEE REVERSE)

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

Dec. 9, 2002

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300


Penna. Industrial Development Authority
Room 400 Forum Building
Harrisburg, Pa. 17120

Dear Sir/Madam:

Enclosed is check no. 14044 in the amount of \$1200.00 made out to P.I.D.A. To further explain the check it is for a Foreclosure Deposit made by P.I.D.A on Berwick Industrial Development Authority (aka Whittaker Corporation) that was filed in the year 2000. Due to a computer glitch from an old system to a completely new computer accounting system, these funds were lost, but since have been retrieved. Please accept my apologies for the tardiness in returning your upfront fees.

This foreclosure 66-2001 and 1169CV2000.

Sincerely,


Harry A. Roadarmel Jr.
Columbia Co. Sheriff

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (570) 389-5625

Dec. 9, 2002

PHONE
(570) 389-5622

24 HOUR PHONE
(570) 784-6300


Ms. Stephanie Miller, SAM Dept.
First Union National Bank
600 Penn St., PA6463
Reading, PA 19502

Dear Ms. Miller:

Sorry for the delay in this payoff, but due to new computer glitches and changing of computer operators, somehow the monies was lost in transfer from one system to the other. Please accept my apologies. Enclosed you should find a check no. 14043 in the amount of \$29,394.51. Just as a refresher to you, this was to settle the sale of the Berwick Industrial Development Authority (aka Whittaker Corporation) in the foreclosure by the Penna. Industrial Development Authority.

Perhaps this check may help to close out the old year properly. Best of the Holidays to you.

Sincerely,


Harry A. Roadarmel Jr.
Columbia Co. Sheriff

SHERIFF'S SALE

Distribution Sheet

Oct. 19, 2001

Penna. Industrial Development Authority VS. Berwick Industrial Development Association, Inc.

NO. 66-201 JD
NO. 1169-CV-2000 ED

DATE OF SALE: Oct. 3, 2001

I HEREBY CERTIFY AND RETURN, That in obedience to and by virtue of the within writ, to me directed, I seized and took into execution the within described real estate, and after having given due legal and timely notice of the time and place of sale, by advertisements in divers public newspapers and by handbills set up in the most public places in my bailiwick, I did on (date) October 3, 2001 and (time) 10:00 AM, of said day at the Court House, in the Town of Bloomsburg, Pennsylvania, expose said premises to sale at public vendue or outcry, when and where I sold the same to Speddcorp. 920 Penna. Ave., West, Warren, Pa. 16365 for the price or sum of Seven Hundred fifty thousand and no/100----- Dollars. Speddcorp. being the highest and best bidder, and that the highest and best price bidden for the same; which I have applied as follows:

Bid Price	\$ <u>750,000.00</u>	
Poundage	<u>7,500.00</u>	
Transfer Taxes	<u>35,406.00</u>	
Total Needed to Purchase		\$ <u>792,906.00</u>
Amount Paid Down		<u>75,000.00</u>
Balance Needed to Purchase		<u>717,906.00</u>

EXPENSES:

Columbia County Sheriff - Costs	\$ <u>528.50</u>	
Poundage	<u>7,500.00</u>	\$ <u>8,028.50</u>
Newspaper	<u>1,131.14</u>	<u>1,131.14</u>
Printing	<u>-0-</u>	<u>-0-</u>
Solicitor	<u>75.00</u>	<u>75.00</u>
Columbia County Prothonotary	<u>10.00</u>	<u>10.00</u>
Columbia County Recorder of Deeds -	Deed copy work	<u>30.50</u>
	Realty transfer taxes	<u>17,703.00</u>
	State stamps	<u>17,703.00</u>
Tax Collector (<u>Berwick Borough</u>)		<u>-0-</u>
Columbia County Tax Assessment Office		<u>10.00</u>
State Treasurer <u>Dep. Sheriff's Training & Education Fund</u>		<u>170.00</u>
Other: <u>Berwick Area Sewer Authority</u>		<u>36,554.79</u>

TOTAL EXPENSES: \$ 81,415.93

Total Needed to Purchase	\$ <u>792,906.00</u>
Less Expenses	<u>81,415.93</u>
Net to First Lien Holder	<u>682,039.76</u>
Plus Deposit	<u>1,200.00</u>
Total to First Lien Holder	\$ <u>683,239.76</u>

Sheriff's Office, Bloomsburg, Pa. }

So answers

Surplus Funds

29,460.51

Harry A. Rodamel Sheriff

600 Penn Street
P. O. Box 1102, FC 6-94-3-130
Reading, PA 19603
Phone: 610-655-0824
Fax: 610-655-3944

**First Union National
Bank**

Fax

TO: Sheriff Rodomeo FROM: STEPHANIE J. MILLER
FAX: 570-389-5625 DATE: 5/22/02
PHONE: _____ PAGES: 10
RE: Berwick Forge. CC: _____
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

COMMENTS

Per. our phone conversation.....
thanks for your help!
Please send check to: Stephanie Miller, SAM Dept.
First Union National Bank
600 Penn St, PA 6463
Reading, PA 19602

The information contained in this fax message is intended only for personal and confidential use of the designated recipients named above. The message may be an attorney-client communication, and as such is privileged and confidential. If the Reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. THANK YOU!

Please call (610) 655-0824 or (610) 655-0978 if you experience any problems with transmission.

MORTGAGE

THIS INDENTURE MADE THIS

29th

day of October

1985.

between BERWICK INDUSTRIAL DEVELOPMENT ASSOCIATION, INC., a Pennsylvania not-for-profit corporation ("BIDA") and BERWICK FORGE & FABRICATING CORP., a Pennsylvania Corporation (hereinafter whether one or more the "Mortgagor") and COMMONWEALTH BANK AND TRUST COMPANY, a Pennsylvania banking and trust company (hereinafter the "Mortgagee").

BERWICK FORGE & FABRICATING CORP. ("Borrower")

WHEREAS, ~~the Mortgagor~~ under a Note of even date herewith (hereinafter the "obligation") is indebted to the Mortgagee in the principal sum of THREE MILLION TWENTY-ONE THOUSAND - - - -

Dollars (\$ 3,021,000.00 - - - - -), lawful money of the United States, which sum, with interest at the rate ("Loan Rate") of one (1%) per cent per annum in excess of Mortgagee's base interest rate established for the purpose of pricing loans ("Prime Rate"), said loan rate to change automatically from time to time effective as of the dates of changes in the Prime Rate without prior notice to Mortgagor, subject to the terms of repayment of principal and interest set forth in the obligation.

Each such installment is first to be applied to the payment of interest and the balance thereof is to be applied on account of principal.

NOW, THIS INDENTURE WITNESSETH that the Mortgagor, in consideration of the principal indebtedness, and to secure the payment thereof and all other sums due or to become due under the obligation and this Mortgage and the performance of all of the other provisions hereof and of the obligation on the part of the Mortgagor to be performed, does hereby grant, bargain, sell, alien, release, convey and confirm unto the Mortgagee the following described real estate situate in the Commonwealth of Pennsylvania, to-wit:

ALL those certain parcels of land located in the Borough of Berwick, Columbia County, Pennsylvania, and more particularly set forth on the attached Schedule "A".

DESCRIPTION OF LANDS OF THE WHITTAKER CORPORATION IN BERWICK BOROUGH, COLUMBIA COUNTY, PENNSYLVANIA.

ALL THOSE CERTAIN tracts or parcels of land with the buildings and improvements erected thereon situate in the Borough of Berwick, Columbia County and Commonwealth of Pennsylvania bounded and described according to a survey made by T. Bryce James, Registered Surveyor, dated November 2, 1983 as follows, to wit:

TRACT NO. 1:

BEGINNING at a point on the westerly right-of-way of Vine Street, said point being 105.90 feet distant on a course running North 26 degrees 38 minutes 00 seconds West from a point at the northwest right-of-way intersection of Vine and Ninth Streets, said point also being on the northerly right-of-way of lands of the Penn Central Corporation; thence along the northerly right-of-way of lands of the Penn Central Corporation on a curve to the right in a westerly direction having a Delta Angle of 62 degrees 37 minutes 22 seconds, a Radius of 543.69 feet, a Tangent of 330.72 feet, an Arc Length of 594.24 feet and a Chord of North 85 degrees 03 minutes 40 seconds West 565.10 feet to a point at the southeast corner of lands of the Berwick Industrial Development Association; thence along lands of said Association the following courses and distances: North 40 degrees 10 minutes 00 seconds West 125.95 feet to a point; North 33 degrees 23 minutes 00 seconds West 320.85 feet to a point; North 27 degrees 45 minutes 00 seconds West 57.00 feet to a point; North 61 degrees 40 minutes 00 seconds East 111.35 feet to a point; North 23 degrees 15 minutes 00 seconds West 79.30 feet to a point; North 67 degrees 55 minutes 00 seconds East 117.50 feet to a point; North 07 degrees 54 minutes 00 seconds West 156.77 feet to a point; North 23 degrees 04 minutes 00 seconds West 346.97 feet to a point; North 41 degrees 25 minutes 00 seconds West 79.50 feet to a point; North 53 degrees 29 minutes 00 seconds West 108.42 feet to a point; North 44 degrees 06 minutes 00 seconds West 92.00 feet to a point; South 68 degrees 09 minutes 00 seconds West 141.46 feet to a point; North 22 degrees 04 minutes 00 seconds West 293.50 feet to a point and North 63 degrees 20 minutes 00 seconds East 459.14 feet to a point on the westerly right-of-way of Vine Street; thence along the westerly right-of-way of Vine Street South 26 degrees 38 minutes 00 seconds East 1927.85 feet to the place of BEGINNING.
CONTAINING 17.12 Acres of land more or less.

TRACT NO. 2:

BEGINNING at a point on the northerly right-of-way of Ninth Street, said point being 397.73 feet distant on a course running South 63 degrees 32 minutes 20 seconds West from a point at the northwest right-of-way intersection of Ninth and Vine Streets, said point also being at the corner of lands of the Berwick Industrial Development Association; thence along the northerly right-of-way of Ninth Street and other lands of the Berwick Forge and Fabricating Corporation, a Division of Whittaker Corporation South 63 degrees 32 minutes 20 seconds West 152.62 feet to a point on line of lands of the Berwick Industrial Development Association; thence along the line of lands of said Association the following courses and distances: North 26 degrees 29 minutes 45 seconds West 30.59 feet to a point; North 32 degrees 43 minutes 45 seconds West 103.13 feet to a point; North 26 degrees 11 minutes 45 seconds West 169.34 feet to a point; North 63 degrees 30 minutes 15 seconds East 62.08 feet to a

point; South 61 degrees 18 minutes 45 seconds East 65.72 feet to a point; South 56 degrees 46 minutes 49 seconds East 136.38 feet to a point, and South 26 degrees 25 minutes 45 seconds East 130.13 feet to the place of BEGINNING.
CONTAINING 0.93 Acres of more or less

TRACT NO. 3:

BEGINNING at a point on the northerly right-of-way of Ninth Street, said point being 228.37 feet distant on a course running South 63 degrees 32 minutes 20 seconds West from a point at the northwest right-of-way intersection of Ninth and Vine Streets, said point being at the southwest corner of lands of Pierce H. Morgan, Sr.; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 95.76 feet to a point at a corner of lands of the Penn Central Corporation right-of-way; thence along the right-of-way of the Penn Central Corporation on a curve to the left in a northwesterly direction having a Delta Angle of 30 degrees 11 minutes 40 seconds, a Radius of 392.23 feet, a Tangent of 105.81 feet, an Arc Length of 206.70 feet and a Chord of North 41 degrees 14 minutes 06 seconds West 204.32 feet to a point; thence along the same on a curve to the left in an easterly direction having a Delta Angle of 39 degrees 47 minutes 37 seconds, a Radius of 588.69 feet, a Tangent of 213.07 feet, an Arc Length of 408.86 feet and a Chord of North 83 degrees 43 minutes 18 seconds East 400.69 feet to a point on the westerly right-of-way of Vine Street; thence along the Westerly right-of-way of Vine Street South 26 degrees 38 minutes 00 seconds East 10.00 feet to a point at the northeast corner of lands of Pierce H. Morgan, Sr.; thence along the northerly line of lands of said Morgan South 70 degrees 22 minutes 00 seconds West 229.69 feet to a point at the northwest corner of lands of said Morgan; thence along the westerly line of lands of said Morgan South 26 degrees 19 minutes 30 seconds East 76.63 feet to the place of BEGINNING.
CONTAINING 17,496.3 Square feet of land more or less

TRACT NO. 4:

BEGINNING at a point on the northerly right-of-way of Ninth Street, said point being 526.35 feet distant on a course running South 63 degrees 32 minutes 20 seconds West from a point at the northwest right-of-way intersection of Ninth and Vine Street, said point also being on the southerly line of other lands of the Berwick Forge and Fabricating Corporation, a Division of Whittaker Corporation; thence along the westerly right-of-way of Oak Street South 26 degrees 39 minutes 40 seconds East 55.00 feet to a point in line of lands of the Berwick Industrial Development Association; thence along lands of said Association South 63 degrees 32 minutes 20 seconds West 26.00 feet to a point; thence along the same North 26 degrees 39 minutes 40 seconds West 55.00 feet to a point; thence along the same and other lands of the Berwick Forge and Fabricating Corporation, a Division of the Whittaker Corporation North 63 degrees 32 minutes 20 seconds East 26.00 feet to the place of BEGINNING.
CONTAINING 1430.0 Square feet of land more or less.

TRACT NO. 5:

BEGINNING at a point at the northeast right-of-way intersection of Vine and Ninth Streets; thence along the easterly right-of-way of Vine Street North 26 degrees 38 minutes 00 seconds West 100.00 feet to a point at the

-3-

southwest corner of lands now or formerly of Blanche G. Brack; thence along the southerly line of lands of said Brack North 63 degrees 32 minutes 20 seconds East 495.00 feet to a point on the westerly right-of-way of Mulberry Street; thence along the westerly right-of-way of said Mulberry Street South 26 degrees 38 minutes 00 seconds East 100.00 feet to a point at the northwest right-of-way intersection of Mulberry and Ninth Street; thence along the northerly right-of-way of Ninth Street South 63 degrees 32 minutes 20 seconds West 495.00 feet to the place of BEGINNING.
CONTAINING 1.14 Acres of land in all.

All of the above being subject to any and all exceptions, reservations, restrictions, covenants and agreements in the chain of title.

All of the above being more fully shown on a draft prepared by T. Bryce James and Associates dated November 2, 1983.

Survey made and description written by:
T. Bryce James, Reg. Surveyor No. 4708-E

TBJ: dad

TOGETHER WITH:

(i) Any and all buildings, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, improvements, hereditaments and appurtenances whatsoever, thereto belonging or in any wise appertaining, and the reversions and remainders and rents, issues and profits thereof.

(ii) Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, whether attached or detached, and all fixtures, appliances, property and equipment of every kind and description now or hereafter installed in, attached to or situated in or upon the aforesaid premises or the buildings and improvements erected thereon, or used or intended to be used in connection with the aforesaid premises, or in the operation of the buildings and improvements, plant, business or dwellings situate thereon.

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

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted or mentioned or intended as to be, unto the Mortgagee, its successors and assigns, to its or their own use forever.

AS FURTHER SECURITY for the payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby (1) grants to Mortgagee a security interest under the Uniform Commercial Code in all machinery, equipment, appliances, furnishings, tools and other personal property located on the Mortgaged Premises, and agrees to execute, deliver and file any financing statements or other security agreements as the Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to said property; and (2) assigns to Mortgagee, its successors and assigns, all leases, whether now in existence or hereafter created, together with all rents to become due under such leases and, upon an event of default as hereinafter provided, confers on Mortgagee the exclusive power to enter upon and take possession of the Mortgaged Premises and to rent them, either in its own name or in the name of Mortgagor, and to receive the rents, issues and profits and to apply them to the payment of interest, principal, taxes, insurance premiums, repairs, alterations, improvements, and other expenses in such order of priority as Mortgagee shall determine, but such collection of rents, issues and profits shall not operate as an affirmation of any tenant or lease in the event the title to the property should be acquired by Mortgagee or any other purchaser at a foreclosure sale.

PROVIDED ALWAYS, that if Mortgagor shall promptly pay all sums becoming due under the obligation and this Mortgage and shall perform all the other provisions contained herein and in the obligation, then the estate hereby granted shall cease, terminate and become void, but otherwise shall remain in full force and effect.

AND THE MORTGAGOR HEREBY FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. **Late Charge.** In the event any of the aforesaid payments of principal or interest shall become overdue for a period in excess of fifteen (15) days, the Mortgagor shall pay to the Mortgagee a late charge of two percent (2%) of such amount.

2. **Payment of Taxes and other Charges.** The Mortgagor shall pay before they become delinquent or shall procure the discharge or release of, all taxes (including corporate taxes), water and sewer rents, charges, claims, assessments, liens and encumbrances now or hereafter assessed with respect to the Mortgaged Premises or any part thereof, and shall provide copies of receipts indicating such payments for the Mortgagee not later than ten (10) days before the date on which such taxes, water and sewer rents, charges, claims, assessments and encumbrances bear interest or penalties; provided, however, that if the Mortgagor in good faith and by appropriate legal action shall contest the validity of any such tax or charge, or the amount thereof, and shall have established by deposit of cash with Mortgagee a reserve for the payment thereof in such amount as Mortgagee may require, then the Mortgagor shall not be required to pay the item or to produce the required receipt (a) while the reserve is maintained and (b) so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor.

3. **Insurance.** The Mortgagor shall keep all buildings and improvements now or hereafter erected upon the Mortgaged Premises insured for the benefit of the Mortgagee against loss or damage by fire, with extended coverage, and against other hazards as the Mortgagee may reasonably require, upon terms and in companies and amounts satisfactory to the Mortgagee. All policies shall be in form satisfactory to the Mortgagee, shall be maintained in full force and effect, shall be assigned and delivered to the Mortgagee with premiums prepaid, shall be endorsed with a standard mortgagee clause in favor of the Mortgagee and shall provide for at least five (5) days notice of cancellation to the Mortgagee. All renewal policies, with premiums prepaid, shall be delivered to the Mortgagee at least ten (10) days before expiration of the old policy. The Mortgagee may settle all claims under all such policies and may demand moneys becoming due thereunder. The proceeds under any policy shall be paid by the insurer to the Mortgagee, and the Mortgagee may apply the amount so collected, or any part thereof, toward the payment of the principal indebtedness and other sums to be paid by the Mortgagor hereunder, whether or not then due and payable, together with interest thereon, or toward the alteration, reconstruction, repair or restoration of the damaged portion of the Mortgaged Premises or any portion thereof.

4. **Maintenance of Mortgaged Premises.** The Mortgagor shall keep the Mortgaged Premises in good condition and repair, and shall not remove, demolish or materially alter the buildings or improvements on the mortgaged property, nor commit or suffer waste with respect thereto. The Mortgagor shall comply with all laws, rules, regulations and ordinances promulgated by lawful authority which may now or hereafter become applicable to the Mortgaged Premises. The Mortgagor shall permit the Mortgagee at any reasonable time and from time to time enter upon the Mortgaged Premises for the purpose of inspecting the same. The Mortgagor shall not take or permit any action with respect to the Mortgaged Premises which will in any manner impair the security of this Mortgage.

5. **Right to Remedy Defaults.** In the event of the Mortgagor's failure to pay the taxes, water and sewer rents, charges, claims, assessments, liens, or encumbrances described in paragraph 2 hereof, or to furnish and pay for the insurance required in paragraph 3 hereof, or to keep the Mortgaged Premises in good con-



*except that BIDA executed this Mortgage solely as an accommodation as the title owner of the Mortgaged Premises and shall in no event be held personally liable for any affirmative obligations hereunder.

(c) collect the rents, issues and profits arising from the Mortgaged Premises, past due and thereafter becoming due, and apply the same, in such order of priority as the Mortgagee may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the Mortgaged Premises and all other sums or charges required to be paid by the Mortgagor hereunder. All moneys advanced by the Mortgagee for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by the Mortgagor to the Mortgagee, together with interest thereon at the rate provided in the obligation, and shall be added to the principal indebtedness hereby secured. The taking of possession and collection of rents by the Mortgagee as aforesaid shall not be construed to be an affirmation of any lease of the Mortgaged Premises or any part thereof, and the Mortgagee or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

11. **Ejectment.** For the purpose of procuring possession of the Mortgaged Premises in the event of any default hereunder or under the obligation, the Mortgagor hereby authorizes and empowers any attorney of any Court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for the Mortgagor and all persons claiming under or through the Mortgagor, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Mortgaged Premises and to appear for and confess judgment against the Mortgagor, and against all persons claiming under or through the Mortgagor, for the recovery by the Mortgagee of possession of the Mortgaged Premises, without any stay of execution, for which this Mortgage, or a copy thereof verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever. The Mortgagor hereby releases the Mortgagee from all errors and defects whatsoever in entering such action and judgment and in causing such writ or writs to be issued, and hereby agrees that no writ of error, appeal, petition to open or strike off judgment, or other objection shall be filed or made with respect thereto. If for any reason after such action has been commenced the same shall be discontinued or possession of the Mortgaged Premises shall remain in or be restored to the Mortgagor, the Mortgagee shall have the right for the same default or any subsequent default to bring one or more further amicable actions as above provided to recover possession of the Mortgaged Premises. The Mortgagee may bring such amicable action in ejectment before or after the institution of foreclosure proceedings upon this Mortgage, or after judgment thereon or on said obligation, or after a sale of the Mortgaged Premises by the Sheriff.

12. **Waivers by Mortgagor.** The Mortgagor waives the right of inquisition on all property levied upon to collect the indebtedness hereby secured and does voluntarily condemn the same, and authorizes the Prothonotary to enter such condemnation; and the Mortgagor also waives and releases all laws, now in force or hereafter enacted, relating to exemption, appraisement or stay of execution.

13. **Counsel Fees.** Upon commencement of any legal action to cure any default under this Mortgage or the obligation, or as otherwise allowed by law, attorney's fees which are reasonable and actually incurred by the Mortgagee, shall be payable by the Mortgagor to the Mortgagee and shall be secured hereby. The Mortgagor shall pay the cost of the title search and all other costs incurred by the Mortgagee in connection with proceedings to recover any sums secured hereby. The Mortgagor shall also pay any reasonable charge of the Mortgagee in connection with the satisfaction of this Mortgage of record.

14. **Extensions.** The granting of an extension or extensions of time by the Mortgagee with respect to the performance of any provision of this Mortgage or the obligation on the part of the Mortgagor to be performed, or the taking of any additional security, or the waiver by the Mortgagee or failure by the Mortgagee to enforce any provision of this Mortgage or the obligation or to declare a default with respect thereto, shall not operate as a waiver of any subsequent default or defaults or affect the right of the Mortgagee to exercise all rights or remedies stipulated herein and therein.

15. **Transfer of Title.** It is specifically agreed and understood that the Mortgagor shall not have the right to transfer the benefit of this loan and the interest rate herein specified to any person acquiring title from the Mortgagor. Unless the Mortgagee gives its prior consent in writing, it shall be an event of default under this Mortgage and the obligation if the Mortgagor transfers, or attempts to transfer, all or any part of the Mortgaged Premises under and subject to this Mortgage, and in such event, the whole unpaid balance of the principal indebtedness, together with all interest thereon and all other sums hereby secured, shall, at the Mortgagee's option, become due and payable immediately, without notice.

16. **Condemnation.** In the event the Mortgaged Premises, or any part thereof, are taken by condemnation or deed in lieu of condemnation, the Mortgagee shall have the right to demand that all damages awarded for such condemnation be first applied to the payment of the mortgage debt.

17. **Declaration of No Set-Off.** The Mortgagor, if requested by the Mortgagee, shall certify in writing to the Mortgagee the amount of principal, interest and other charges then owing on the mortgage loan secured by this Mortgage and whether there are any set-offs or defenses against it.

18. **Mortgagor's Representations.** At the time of the execution and delivery of this Mortgage, Mortgagor is seized of the Mortgaged Premises in fee simple, has the authority to mortgage such premises as herein provided; such premises are free from all encumbrances and charges whatsoever; there is no assignment or pledge of any leases or of rentals or income from said premises now in effect, and until said indebtedness is fully paid, Mortgagor will not make any assignment or pledge thereof to anyone other than Mortgagee; and Mortgagor will forever warrant and defend the premises against all lawful claims whatsoever.

19. **Construction.** The word "Mortgagor" whenever used herein is intended to and shall be construed to mean the persons, partnerships or corporations which execute these presents, and his, her, its or their heirs, executors and administrators, successors and assigns, respectively. All covenants, promises, agreements, authorizations, waivers, releases, options, undertakings, rights and benefits made or given herein by Mortgagor shall be construed as joint and several if the Mortgagor be more than one person, and shall bind and affect all persons who are hereinabove defined as the Mortgagor as fully as though all such persons were specifically named herein whenever the term "Mortgagor" is used. The obligation of each and every party hereto, and also the authority and powers conferred herein, shall inure to the benefit of and bind each and every party hereto and its, his, her and their, and each of their, respective heirs, executors, administrators, successors and assigns.

dition and repair as provided in paragraph 4 hereof, the Mortgagee may, at its option, pay any or all such items, together with penalties and interest thereon and procure and pay for such insurance and repairs, and the Mortgagee may at any time and from time to time advance such additional sum or sums as the Mortgagee in its sole discretion may deem necessary to protect the security of this Mortgage. All such sums to be paid or advanced by the Mortgagee shall immediately and without demand be repaid by the Mortgagor, together with interest thereon at the rate provided in the obligation and shall be added to the principal indebtedness secured by this Mortgage.

6. **Escrow for Taxes, Insurance and Other Charges.** The Mortgagor shall, if requested by the Mortgagee, pay to the Mortgagee, concurrently with installments of principal and interest, an amount equal to one-twelfth (1/12) of the annual taxes and water rents and sewer rents assessed or to be assessed against the Mortgaged Premises and the premiums on all policies of insurance held by the Mortgagee pursuant to the provisions of paragraph 3 hereof, and any special assessments, charges or claims or any other item, which might become a lien upon the Mortgaged Premises prior to the lien of this Mortgage. Such installment payments may be used by the Mortgagee for the purposes designated at such time or times as the Mortgagee, in its sole discretion, may determine. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of the Mortgagee or may be held and accumulated by the Mortgagee in a common escrow account; no interest shall be payable thereon and any income therefrom may be retained and used by the Mortgagee for its own benefit. If at any time the fund so held by Mortgagee shall be insufficient to pay any tax, assessment, rents, charges or premiums, Mortgagor shall, upon receipt of notice, deposit with Mortgagee such additional funds as may be necessary to remove such deficiency.

7. **Leases.** Mortgagor will perform all the terms and conditions of any lease or leases affecting the Mortgaged Premises and not accept rent in advance for a period of more than one month; will assign to Mortgagee all existing and future leases of the Mortgaged Premises by assignments in form and substance satisfactory to Mortgagee; will, at the request of Mortgagee, record such leases and the assignment thereof and will not, without the prior written consent of Mortgagee, amend, extend, renew, terminate or enter into any lease of any portion of the Mortgaged Premises. Mortgagor will render to Mortgagee within twenty days after written demand therefor, a detailed certified statement of the Mortgagor specifying the rents and profits received from the Mortgaged Premises for the period specified in such demand, the disbursements made for such period and the names of all tenants of the Mortgaged Premises, together with true and correct copies of all leases for which rent is so accounted.

8. **Additional Loans.** The security of this Mortgage shall extend to and cover any additional loans made by the Mortgagee to the Mortgagor at any time or times hereafter, provided that no such loan shall exceed in the aggregate the sum of all amounts which the Mortgagor has heretofore paid on account of the principal of the original indebtedness and of any prior additional loans.

9. **Events of Default.** If the Mortgagor shall fail to pay any sum required to be paid under the terms of the obligation or this Mortgage within thirty (30) days after the same becomes due and payable, or if the Mortgagor shall fail to perform any other provisions hereof or of the obligation on the part of the Mortgagor to be performed, or if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of any Mortgagor, or of any of any Mortgagor's property, shall be appointed and shall not have been discharged within sixty (60) days, or if by decree of a court of competent jurisdiction any Mortgagor shall be adjudicated bankrupt or insolvent, or any of any Mortgagor's property shall have been sequestered, and such decree shall have continued undischarged and unstayed for sixty (60) days after the entry thereof, or if any proceedings under the Federal Bankruptcy Act or any similar statute applicable to any Mortgagor, as now or hereafter in effect, shall be instituted against any Mortgagor and shall not be dismissed within sixty (60) days after such filing, or if any Mortgagor shall institute any such proceeding or shall consent to the institution of any such proceeding against any Mortgagor under any such law, or if any Mortgagor shall make an assignment for the benefit of Mortgagor's creditors or shall admit in writing Mortgagor's inability to pay debts generally as they become due or shall consent to the appointment of a receiver or liquidator or trustee of Mortgagor or of all or any part of its property, then in any such event, at the option of the Mortgagee and to the extent allowed by law:

(a) The Mortgagee may apply on account of the indebtedness hereby secured the balance of the accumulated installment payments made by the Mortgagor for taxes, water and sewer rents and insurance premiums under paragraph 6 hereof;

(b) The whole unpaid balance of the principal indebtedness, together with all accrued interest and all other sums due hereunder, shall become due and payable immediately;

(c) The Mortgagee may take possession of the Mortgaged Premises; and

(d) The Mortgagee may exercise all of the rights and remedies provided in this Mortgage or the obligation, or which may be available to the Mortgagee by law, and all such rights and remedies may be cumulative and concurrent and may be pursued singly, successively or together, at the Mortgagee's sole discretion, and may be exercised as often as occasion therefor shall occur.

10. **Possession.** If the Mortgagee shall take possession of the Mortgaged Premises as provided in paragraph 9 hereof, the Mortgagee may:

(a) hold, manage, operate and lease the same, to the Mortgagor or any other person or persons, on such terms and for such periods of time as the Mortgagee may deem proper, and the provisions of any lease made by the Mortgagee pursuant hereto shall be valid and binding upon the Mortgagor notwithstanding the fact that the Mortgagee's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease;

(b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as the Mortgagee may deem proper;

(c) demolish any part or all of the improvements on the Mortgaged Premises which in the judgment of the Mortgagee may be in unsafe condition and dangerous to life and property;

(d) remodel such improvements so as to make them available in whole or in part for business purposes or multiple dwelling purposes; and

within such a thirty-day period following receipt of notice by Mortgagor and Borrower,

#495
REC'D BY RECORDER
COLUMBIA CO., PA.
TAX \$50.00 FEE 25.00
Oct 31 12 00 PM '85
R.G.H.

Mortgage

BERWICK INDUSTRIAL
DEVELOPMENT ASSOCIATION, INC.

AND

BERWICK FORGE & FABRICATING
CORP. TO

COMMONWEALTH BANK & TRUST CO.

Dated, OCTOBER 29, 1985
AMOUNT
\$ 3,021,000.00

Payable IN ACCORDANCE WITH NOTE OF EVEN DATE HEREAFTER

Rate of Interest per cent.

Premises: DESCRIBED HEREIN

Please mail to:

JJ SMITH, ESQUIRE
ROSEMARY JENKINS & ASSOCIATES
15 South Franklin Street
W. New-Bright, PA. 18711

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Columbia 12:00pm

SS:

RECORDED on this 31st day of October A. D. 1985
in the Recorder's Office of said County
in Book No. 356, Page 871
Given under my hand and seal of the said office the date above written.

Beverly J. Michael
Recorder
Richard M. Schmitz

BOOK 356 PAGE 876

20. Applicable Law. This Mortgage shall be governed by and construed according to the law of the Commonwealth of Pennsylvania.

21. Captions. The captions appearing in this Mortgage are inserted solely for convenience of reference and shall not constitute a part of this Mortgage, nor shall they in any way affect its meaning, construction or effect.

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

The address of the within named Mortgagee is 101 West Third Street, Williamsport, Lycoming County, Pennsylvania.

On behalf of the Mortgagee

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Joseph M. Napoli
Secretary
Joseph J. Kahlhofer
Secretary
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA

BERWICK INDUSTRIAL DEVELOPMENT ASSOCIATION, INC.

By: *[Signature]* President

BERWICK FORGE & FABRICATING CORP.

By: *Howard E. McKinnon* President

On this 29th day of October, 1985, before me, the undersigned officer, personally appeared David M. Clark, who acknowledged himself to be the President of Berwick Industrial Development Association, Inc., a corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes contained by signing the name of the corporation by himself as President.

My Commission Expires:

SARAH SEARCH, Notary Public
Berwick, Columbia County, Pa.
My Commission Expires Jan. 18, 1986

Sarah Search
Notary Public

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COLUMBIA

On this 29th day of October, 1985, before me, the undersigned a notary public,

Howard E. McKinnon, President of Berwick Industrial Development Association, Inc., personally appeared the above named and in due form of law acknowledged the within and foregoing indenture of mortgage to be his act and deed and desired the same might be recorded as such.

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

My Commission Expires:
HELEN M. CHERRY, Notary Public
Berwick, Columbia County, Pa.
My Commission Expires August 23, 1989

Helen M. Cherry
Notary Public

SEARCH OF LIENS - Priority of Mortgages
BIDA Property sold to SpeddGroup
SITUATE IN Berwick Boro, COLUMBIA COUNTY

MORTGAGES:

- 1) PIDA –
- 2) Commonwealth Bank (now First Union) CCRB 356 pg 871 \$ 3,021,000.00 1985
- 3) Whittaker Corporation CCRB 356, pg 880 \$ 267,000.00 1985
- 4) Berwick Borough CCRB 374, pg 227 \$ 1,000,000.00 1986

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY
COURT HOUSE - P.O. BOX 300
HICKMANBURG, PA 17015
TEL: (717) 784-8227

24 HOUR PHONE
(717) 784-8227

PHONE
(717) 784-8227

DATE Oct. 22, 2001 TIME 1415
SENDING 2 PAGES INCLUDING TRANSMITTAL SHEET
TO Speed Corp.
TELECOPIER PHONE NO. 814-726-9847
FROM Sheriff Roadarmel
SHERIFF'S FILE NO. 66-201

IF YOU DO NOT RECEIVE ALL PAGES INDICATED ABOVE, PLEASE CONTACT US
AT 570-389-5622 IMMEDIATELY.

THE FOLLOWING IS BEING TRANSMITTED:

☒ AS PER YOUR REQUEST
☒ FOR YOUR INFORMATION
☐ FOR COMMENT/APPROVAL
☐ PLEASE CALL ME

MESSAGE:

Due Immediately - 6,415,93

Due Oct. 31, 2001 711,480,07

THE INFORMATION CONTAINED IN THE COMMUNICATION IS SUBJECT TO BE CONFIDENTIAL
INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR FIRM TO WHICH IT
IS DIRECTED (NAMED ABOVE). IF THE READER OF THIS COMMUNICATION IS NOT THE
INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR DIS-
CLOSURE OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED
THIS FACSIMILE COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELE-
PHONE AND RETURN THE ORIGINAL MESSAGE TO US VIA THE UNITED STATES POSTAL
SERVICE. THANK YOU.

STATE OF PENNSYLVANIA
COUNTY OF COLUMBIA } SS

Paula J. Barry, Publisher's Assistant, being duly sworn according to law deposes and says that Press Enterprise is a newspaper of general circulation with its principal office and place of business at 3185 Lackawanna Avenue, Bloomsburg, County of Columbia and State of Pennsylvania, and was established on the 1st day of March, 1902, and has been published daily continuously in said Town, County and State since the day of its establishment: that hereto attached is a copy of the notice or advertisement in the September 12, 19, 26, 2001 exactly as printed and published; that the affiant is one of the owners and publishers of said newspaper in which legal advertisement was published; that neither the affiant nor Press Enterprise is interested in the subject matter of said notice and advertisement and that all of the allegations in the foregoing statement as to time, place, and character of publication are true.

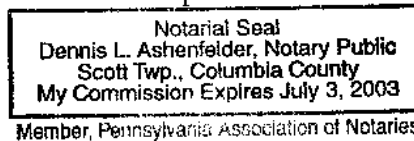
.....JP.....

Sworn and subscribed to before me this 15 day of October 2001...

.....[Signature].....

(Notary Public)

My commission expires



And now,....., 20....., I hereby certify that the advertising and publication charges amounting to \$.....for publishing the foregoing notice, and the fee for this affidavit have been paid in full.

.....

HARRY A. ROADARMEL, JR.



SHERIFF OF COLUMBIA COUNTY

COURT HOUSE - P.O. BOX 380

BLOOMSBURG, PA 17815

FAX: (717) 784-0257

PHONE
(717) 349-5622

24 HOUR PHONE
(717) 784-6300

SHERIFF'S REAL ESTATE FINAL COST SHEET

PTD A VS BIDA

NO. 66-2001 E.D. NO. 1169-2000 J.D.

DATE OF SALE: 10-3-01

BID PRICE (INCLUDES COSTS)

\$750,000.-

POUNDAGE--2% OF BID PRICE

\$ 7,500.- / 15,000

TRANSFER TAX 2%, FAIR MARKET PRICE

2 \$35,406.- 17,703

MISC. COSTS

\$

TOTAL AMOUNT NEEDED TO PURCHASE

\$792,906.-

PURCHASER(S): SPENCER

ADDRESS: 920 Pennsylvania Ave West, Warren Pa

NAME(S) ON DEED: SPENCER

14365

PURCHASER(S) SIGNATURE(S): [Signature]

AMOUNT RECEIVED BY PURCHASER:

TOTAL AMOUNT DUE \$792,906.-

LESS DEPOSIT \$

10% DOWN PAYMENT \$ 75,000.-

TOTAL DUE IN
EIGHT DAYS

\$717,906.-

FIDA VS. 511 F
 b. 66-2001 E.D. No. 1169-2000 J.D. Date of Sale 10-3-01 Time of Sale 10:00

DOCKET & RETURN

\$ 15.-

SERVICE PER DEFENDANT OR GARNISHEE

240.-

LEVY (PER PARCEL)

45.-

MAILING COSTS

50.-

ADVERTISING, SALE BILLS & COPIES

17.50

ADVERTISING SALE (PLUS NEWSPAPER)

15.-

MILEAGE

8.-

POSTING HANDBILL

15.-

CRYING/ADJOURN SALE (EACH SALE)

10.-

SHERIFF'S DEED

31.50

TRANSFER TAX FORM

25.-

DISTRIBUTION FORM

35.-OTHER NOTARY12.00copies9.50TOTAL *****\$ 528.50

PRESS-ENTERPRISE INC

\$ 1131.14

SOLICITOR'S SERVICES

75.-TOTAL *****\$ 1206.14

PROTHONOTARY (NOTARY)

\$ 10.-

RECORDER OF DEEDS

30.50

OTHER

TOTAL *****\$ 40.50

REAL ESTATE TAXES:

BOROUGH, TWP & COUNTY TAXES 20

\$

SCHOOL DISTRICT TAXES 20

DELINQUENT TAXES 20

10.-TOTAL *****\$ 10.00

MUNICIPAL FEES DUE:

SEWER- MUNICIPAL 20

\$ 36,554.79

WATER- MUNICIPAL 20

TOTAL *****\$ 36,554.79

SURCHARGE FEE: STATE TREASURER (TRAINING FEE)

TOTAL *****\$ 170.-

MISCELLANEOUS

\$

\$

TOTAL *****\$

TOTAL COSTS (OPEN BID) *****\$ 38,509.93



**Pennsylvania Department of Community and Economic Development
Office of Chief Counsel**

John M. Whitlock
Deputy Chief Counsel
Direct Dial 717.720.7327

November 2, 2001

BY FAX AND CERTIFIED MAIL

Hon. Harry A. Roadarmel, Jr.
Sheriff
Columbia County
35 W. Main Street
Bloomsburg, PA 17815

Re: Sheriff's sale 66-201, Berwick Industrial Development Association

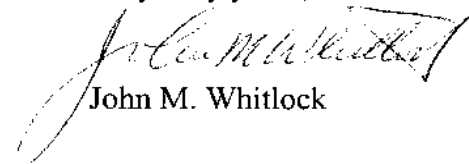
Dear Sheriff Roadarmel:

On behalf of The Pennsylvania Industrial Development Authority ("PIDA"), I enclose herewith a manually-signed and notarized mortgage from SPEDDCORP, the purchaser of the premises sold in the above-captioned sheriff's sale, in favor of PIDA, dated November 1, 2001, but stated to become effective as of a date to be filled in (the "Mortgage").

PIDA hereby authorizes you to deliver the Mortgage to the Columbia County Recorder of Deeds for recording concurrently with delivery of your sheriff's deed to SPEDDCORP and to complete the effective date of the Mortgage as of the date of such delivery. Subject to your delivery of this Mortgage for recording as stated above, PIDA further authorizes you to deliver your sheriff's deed to SPEDDCORP and to make other distributions to lienholders on the premises without making a cash distribution to PIDA. PIDA has agreed to accept the Mortgage and a note from SPEDDCORP in lieu of receiving cash.

Please call if you have any questions.

Very truly yours,



John M. Whitlock

cc (w/enc): Louis A. Vidic, Chairman, SPEDDCORP
Saleem S. Saab, Esq.

Date: 11/16/2001

Columbia County Court of Common Pleas

NO. 1007817

Time: 03:43 PM

Receipt

Page 1 of 1

Received of: Col Cty Sheriff's office \$ 10.00

Ten and 00/100 Dollars

	Amount
Misc Fee	10.00
Total:	10.00

Check: 13778

Payment Method: Check

Amount Tendered: 10.00

Clerk: BSILVETT

Tami Kline, Prothonotary

By: _____
Deputy Clerk

IN THE COURT OF COMMON PLEAS OF COLUMBIA COUNTY, PENNSYLVANIA
CIVIL DIVISION - LAW

PENNSYLVANIA INDUSTRIAL)	
DEVELOPMENT AUTHORITY,)	
Plaintiff,)	No. 2000-CV-1169
)	
vs.)	ACTION IN MORTGAGE
)	FORECLOSURE
BERWICK INDUSTRIAL)	
DEVELOPMENT ASSOCIATION, INC.)	
BERWICK FORGE AND)	
FABRICATING CORP.,)	
Defendants.)	

AFFIDAVIT PURSUANT TO RULE 3129.1

Pennsylvania Industrial Development Authority, Plaintiff in the above action, sets forth as of the date the Praecipe for the Writ of Execution was filed, the following information concerning the real property commonly known as 9th and Oak Streets, Berwick, Pennsylvania, as more particularly described in Exhibit "A" attached hereto.

1. Name and address of Owner(s) or Reputed Owner(s):

Name:

Address:

Berwick Industrial Development Association, Inc.
Berwick Forge and Fabricating Corp.

120 East Third Street, Berwick, PA
Last known: 9th and Oak Streets,
Berwick, PA

2. Name and address of Defendant(s) in the judgment:

Name:

Address:

Berwick Industrial Development Association, Inc.
Berwick Forge and Fabricating Corp.

120 East Third Street, Berwick, PA
Last known: 9th and Oak Streets,
Berwick, PA

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

Name:

Address:

Commonwealth Bank and Trust Company

20 S. Main Street, Muncy, PA 17756

4. Name and address of the last recorded holder of every mortgage of record:

Name:

Address:

Pennsylvania Industrial Development Authority

Room 480 Forum Building,
Harrisburg, PA 17120

Commonwealth Bank and Trust Company

20 S. Main Street, Muncy, PA 17756

Whittaker Corporation

Last known: 10880 Wilshire
Blvd. #700, Los Angeles, CA 90024
Current: cannot be reasonably
ascertained

Borough of Berwick

City Hall
344 Market Street
Berwick, PA 18603

5. Name and address of every other person who has any record lien on the property:

Name:

Address:

County of Columbia

P.O. Box 380
35 W. Main Street
Bloomsburg, PA 17815

Berwick Area School District

500 Market Street
Berwick, PA 18603

Berwick Area Joint Sewer Authority

City Hall
344 Market Street
Berwick, PA 18603

Borough of Berwick

City Hall
344 Market Street
Berwick, PA 18603

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

Name:

Address:

WCP Holding Company

Last known: c/o Berwick Forge and
Fabricating Corp., W. 9th Street,
P.O. Box 188, Berwick, PA 18603
Current: cannot be reasonably
obtained (out of existence)

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name:

Address:

Whittaker Holdings Corporation

Last known: 10880 Wilshire Blvd.
#700, Los Angeles, CA 90029
Current: cannot be reasonably
ascertained

Whittaker Development Co.
(Successor by merger with Whittaker
Holdings Corporation)

Last known: 10880 Wilshire Blvd.
#700, Los Angeles, CA 90029
Current: cannot be reasonably
ascertained

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein made are subject to the penalties of 18 PA. C.S. Section 4904 relating to unsworn falsification to authorities.

PENNSYLVANIA INDUSTRIAL
DEVELOPMENT AUTHORITY

By: BERWICK INDUSTRIAL DEVELOPMENT
ASSOCIATION, INC., pursuant to a Power of
Attorney dated September 27, 2000
(copy attached)

Date: July 3, 2001

By: John E. DiPinn
Name:
Title:



**Pennsylvania Department of Community and Economic Development
Office of Chief Counsel**

John M. Whitlock
Deputy Chief Counsel
Direct Dial 717.720.7327

November 2, 2001

BY FAX AND CERTIFIED MAIL

Hon. Harry A. Roadarmel, Jr.
Sheriff
Columbia County
35 W. Main Street
Bloomsburg, PA 17815

Re: Sheriff's sale 66-201, Berwick Industrial Development Association

Dear Sheriff Roadarmel:

On behalf of The Pennsylvania Industrial Development Authority ("PIDA"), I enclose herewith a manually-signed and notarized mortgage from SPEDDCORP, the purchaser of the premises sold in the above-captioned sheriff's sale, in favor of PIDA, dated November 1, 2001, but stated to become effective as of a date to be filled in (the "Mortgage").

PIDA hereby authorizes you to deliver the Mortgage to the Columbia County Recorder of Deeds for recording concurrently with delivery of your sheriff's deed to SPEDDCORP and to complete the effective date of the Mortgage as of the date of such delivery. Subject to your delivery of this Mortgage for recording as stated above, PIDA further authorizes you to deliver your sheriff's deed to SPEDDCORP and to make other distributions to lienholders on the premises without making a cash distribution to PIDA. PIDA has agreed to accept the Mortgage and a note from SPEDDCORP in lieu of receiving cash.

Please call if you have any questions.

Very truly yours,

A handwritten signature in dark ink, appearing to read "John M. Whitlock".

John M. Whitlock

cc (w/enc): Louis A. Vidic, Chairman, SPEDDCORP
Saleem S. Saab, Esq.

OPEN-END MORTGAGE
(This Mortgage secures future advances)

THIS INDENTURE made this 5 day of November, 2001, effective as of the _____ day of _____, 2001, is made and given by SPEDDCORP., a nonprofit corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having an office for the transaction of business at Castle Town Square North, 4290 Route 8, Allison Park, PA 15101 (the "Mortgagor"), to and in favor of THE PENNSYLVANIA INDUSTRIAL DEVELOPMENT AUTHORITY, a public body corporate and politic, organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, having its principal place of business in Harrisburg, Pennsylvania ("PIDA").

WHEREAS, PIDA was the holder of an extinguished mortgage on premises located in the Borough of Berwick, Pennsylvania, which mortgage was duly recorded in the Office of Recorder of Deeds for Columbia County, Pennsylvania at Book 395, Page 394 (the "Former Mortgage"); and

WHEREAS, as a result of defaults under the Former Mortgage, PIDA confessed judgment against the mortgagor, and caused a writ of execution to be issued by the Common Pleas Court of Columbia County, Pennsylvania (No. 66 of 2001ED) addressed to the Sheriff of Columbia County, Pennsylvania (the "Sheriff"), directing him to expose to public sale a portion of the premises mortgaged under the Former Mortgage, more fully described in Exhibit A attached hereto (the "Premises"); and

WHEREAS, the Premises were sold by the Sheriff at public sale on October 3, 2001 to the Mortgagor, for a purchase price of Seven Hundred Fifty Thousand Dollars, plus transfer taxes and poundage; and

WHEREAS, by virtue of the writ of execution which PIDA caused to be filed, PIDA is entitled to receive out of the proceeds of sale of the Premises to the Mortgagor, the sum of Six Hundred Eighty Two Thousand Thirty Nine and 76/100 Dollars (\$682,039.76); and

WHEREAS, PIDA has agreed to receive the Mortgagor's Note and this Mortgage in lieu of receiving such cash proceeds; and

WHEREAS, under the Note which is incorporated herein by reference and made a part hereof, the Mortgagor is obligated to pay unto PIDA, the principal sum of Six Hundred Eighty Two Thousand Thirty Nine and 76/100 Dollars (\$682,039.76), together with interest thereon, lawful money of the United States of America in the manner provided in the Note, and to perform all of the provisions of the Note and this Mortgage, as therein and herein set forth; and

WHEREAS, PIDA's agreement to accept the Mortgagor's note in lieu of receiving cash upon the sale of the Premises has been made subject to and in reliance on execution and delivery of the Note and this Mortgage;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the Mortgagor in consideration of the agreement by PIDA to receive and accept Mortgagor's note and mortgage upon the sale of the Premises in lieu of receiving cash, and to secure the payment thereof and all other sums due or to become due under the Note and the other agreements, instruments and documents referenced thereunder (such agreements, instruments and documents, the "Transactional Documents", and such sums due thereunder, the "Indebtedness") and the performance of all other provisions of the Note and the other Transactional Documents, intending to be legally bound by these presents, does hereby grant, bargain, sell, convey, release, alien, confirm and assign unto PIDA,

its successors and assigns, all that certain parcel of land fully and accurately described on Exhibit A, attached hereto and made a part hereof.

TOGETHER with all and singular buildings and improvements erected or to be erected thereon, streets, alleys, passages, ways, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances whatsoever, therunto belonging or in anywise appertaining, and the reversions and remainders and rents, issues and profits thereof, including all income arising therefrom and all insurance proceeds and proceeds of condemnation awards (collectively, the "Premises").

TO HAVE AND TO HOLD the Premises hereby granted or mentioned and intended so to be unto PIDA, its successors and assigns, to and for the only proper use and behoof of PIDA, its successors and assigns forever.

PROVIDED, HOWEVER, that if there shall be and is paid to PIDA the Indebtedness together with interest thereon and any other sums properly payable under the terms of the Note, this Mortgage and the other Transactional Documents, on the date and in the manner provided in the Note, this Mortgage and the other Transactional Documents, and all the other covenants and promises herein and therein contained are kept by the Mortgagor, then and from thenceforth this Mortgage and the estate hereby created, granted, transferred and assigned shall be void, but otherwise shall remain in full force and effect.

AND THE MORTGAGOR HEREBY FURTHER REPRESENTS, COVENANTS AND AGREES AS FOLLOWS:

1. The Mortgagor has good, valid and marketable title to the Premises. The Mortgagor has the right, full power and lawful authority to grant, bargain, sell, convey, assign, transfer, mortgage, pledge, set over and confirm the same to PIDA in the manner and form herein done. The Premises are free and clear of all liens and encumbrances except those of record which have been previously disclosed in writing to PIDA.

2. The Mortgagor will perform promptly all the terms, covenants, and conditions required under the Transfer Agreement and the other Transactional Documents, and the Mortgagor will do or cause to be done all things necessary to preserve unimpaired its rights thereunder and will immediately notify PIDA in writing of any default under the Transfer Agreement or the other Transactional Documents.

3. The Mortgagor will immediately do or cause to be done from time to time all things necessary to maintain and preserve its corporate existence, rights, franchises and privileges and will duly observe, conform, obey and comply with or will cause due observation, conformance, obedience and compliance with all requirements of any court or governmental authority relative to the Premises.

The Mortgagor shall duly and punctually pay, or cause to be paid, the Indebtedness, and at the time and times and in the manner as provided in and by the Transfer Agreement, the Note and the other Transactional Documents, and shall perform all other agreements and provisions hereof and thereof, and pay when due all other obligations and debts hereby secured.

The Mortgagor will duly and promptly pay and discharge, as the same shall become due and payable and before they become delinquent, all taxes, water and sewer rents, assessments and other governmental charges, levied or assessed or imposed upon or against the property mortgaged hereby or upon the rents, issues, income and profits therefrom so as to prevent the same from becoming or being an enforceable lien or claim against the property mortgaged hereby or the interest of the Mortgagor having a priority over the lien of this Mortgage or the obligations of Mortgagor to PIDA under the Transfer Agreement, the Note, or any of the other Transactional Documents. On PIDA's request, the Mortgagor will furnish, or will cause to be furnished to PIDA, not less than fifteen (15) days prior to the date on which payment of the same

would become delinquent, receipts or other evidence satisfactory to PIDA of the payment of all such taxes, rates, assessments and other governmental charges.

4. The Mortgagor shall keep all buildings and improvements now or hereafter erected upon the Premises insured for the benefit of PIDA under an all-risk hazard insurance policy covering physical loss or damage including fire and extended coverage, collapse, liquid damage, flood (to the extent required below), earthquake and comprehensive boiler/machinery, written on a replacement cost basis in an amount not less than the full insurable value of the property mortgaged hereby (excluding (on fire and extended coverage only) foundations and other parts below the surface of the lowest floor), as determined, on request of PIDA, not more than once annually by an appraiser or rating bureau satisfactory to PIDA. In addition, the aforesaid policy shall have attached thereto, or the Mortgagor shall provide or cause to be provided by separate policy, business interruption insurance, insuring all fixed charges of any person or entity that may from time to time be the Mortgagor's lessee or purchaser of the mortgaged premises, including the amount necessary to repay this Mortgage, for a period of not less than one year, such insurance to be acceptable to PIDA. During any period of construction, reconstruction or rehabilitation of the Premises, the Mortgagor shall maintain builder's risk insurance in an amount satisfactory to PIDA and shall require its contractor and all sub-contractors to maintain worker's compensation insurance. PIDA shall receive copies of all of said policies on the execution of this Mortgage and on each renewal, expansion or modification thereof, together with a current Acred 27 Evidence of Property Insurance Certificate. Any modification of such insurance policy must be approved by PIDA in writing prior to the effective date of such modification. PIDA may settle all claims under all such policies except workers compensation and may demand, receive and receipt for all moneys becoming payable thereunder. The proceeds under any policy shall be paid by the insurer to the Mortgagor and PIDA as their respective interests may appear, and PIDA in its discretion may apply the amount so collected toward the payment of the Indebtedness or toward the alteration, reconstruction, repair or restoration of the damaged portion of the Premises or any portion thereof. The Mortgagor shall prepay the premiums for all such insurance for at least one (1) year in advance and thereafter deliver to PIDA evidence of payment of all premiums due on such insurance together with certificates of such insurance at least thirty (30) days before payment is due. The Mortgagor shall also secure such certificates from public officials as are available for the purpose or otherwise demonstrate to the satisfaction of PIDA that the Premises are not located within an area identified by Federal Emergency Management Agency as having "special flood hazards," as such term is used in the National Flood Insurance Act of 1968, as amended and supplemented by The Flood Disaster Protection Act of 1973, and in regulations, interpretations and rulings thereunder or in a zoned flood plain or flood hazard area as determined by local findings, determinations, ordinances, regulations or rulings, and if located therein, the Mortgagor shall secure the amount of flood insurance required by PIDA in its discretion and demonstrate payment of all premiums due therefor. All insurance policies described in this Section 4 shall be written by insurance companies licensed to do business within the Commonwealth of Pennsylvania and satisfactory to PIDA. While this Mortgage is in effect, the Mortgagor shall also maintain worker's compensation insurance (containing a stop gap endorsement) and public liability on the Premises in amounts satisfactory to PIDA and shall deliver copies of such policies to PIDA. Insurance carried in accordance with this Section 4 shall be endorsed to provide:

(a) With respect to all liability insurance policies, PIDA is included as additional insured, with the understanding that any obligation imposed on the Mortgagor (including without limitation, the liability to pay premiums) shall be the sole obligation of the Mortgagor and not that of PIDA.

(b) Property and business interruption insurance policies shall include a standard lender's loss payable endorsement in favor of PIDA. All coverage shall be written with a valid agreed amount endorsement and in a sufficient amount to prevent any coinsurance penalty and PIDA as additional named insured with the understanding that any obligation imposed on the Mortgagor (including with limitation, the liability to pay premiums) shall be the sole obligation of the Mortgagor and not that of

PIDA. In the event of default, PIDA shall be named as sole loss payee.

(c) With respect to all insurance maintained pursuant to this Section 4, the interests of PIDA are not invalidated by any action or inaction of the Mortgagor or any other natural or artificial person and PIDA is insured regardless of any breach or violation by the Mortgagor or any other person of any warranties, declarations or conditions contained in such policies.

(d) With respect to all insurance maintained pursuant to this Section 4, such policies shall be endorsed to provide that: (i) the insurers thereunder waive all rights of subrogation against PIDA, any right of set-off and counterclaim and any other right to deduction whether by attachment or otherwise, (ii) such insurance is primary without right of contribution of any other insurance carried by or on behalf of PIDA, (iii) if such insurance is cancelled by the insurer for any reason whatsoever (including without limitation, nonpayment of premium) or any substantial change is made in the coverage that affects the interests of PIDA, such cancellation or substantial change is not to be effective as to PIDA until thirty (30) days after receipt by PIDA of notice sent to PIDA as specified in the Transactional Documents.

(e) On each anniversary of the Closing Date, the Mortgagor shall furnish PIDA with approved certification of all required insurance. Such certification shall be executed by each insurer or by an authorized representative of each insurer where it is not practical for such insurer to execute the certificate itself. Such certification shall identify underwriters, the type of insurance, the insurance limits and the policy terms, and shall specifically list the special provisions enumerated for such insurance required by this Section 4. On request, the Mortgagor shall furnish PIDA with copies of all insurance policies, binders and cover notes or other evidence of such insurance.

(f) Concurrently with the furnishing of all certifications referred to in paragraph (e) of this Section 4, the Mortgagor shall furnish PIDA with an opinion of each insurance broker stating that all premiums then due have been paid and that, in the opinion of such broker, the insurance is then in accordance with the provisions of this Section 4. Furthermore, the Mortgagor shall cause each insurer or such broker to advise PIDA promptly in writing of any default in the payment of any premiums or any other act or omission on the part of the Mortgagor or any contractor of the Mortgagor which might invalidate or render unenforceable, in whole or part, any insurance provided hereunder. PIDA, at its sole option, may obtain such insurance if not provided by the Mortgagor, and, in such event, the Mortgagor shall reimburse PIDA on demand for the cost thereof, together with interest from the date of payment of the premiums by PIDA to the date on which Borrower repays such premiums, at the rate provided in Section 12 hereof.

(g) On the occurrence and continuance of an Event of Default, all proceeds payable from any property and casualty above which are payable to the Mortgagor shall be paid to PIDA without the consent of the Mortgagor.

5. The Mortgagor shall keep the Premises and improvements thereon in good condition and repair and shall not remove, demolish or materially alter the buildings or improvements on the Premises nor commit or suffer waste with respect thereto. The Mortgagor shall maintain the Premises in compliance with all applicable governmental requirements. In the event of damage to the Premises caused by fire or other casualty or condemnation, the Mortgagor shall restore the Premises to the condition it was in prior to the occurrence of such damage, and shall further comply with any additional requirements imposed by law, required by insurance, or otherwise required, applicable to the Premises subsequent to such restoration. The Mortgagor shall permit PIDA's agents at any reasonable time, and from time to time, to enter upon the Premises and the buildings and improvements constructed thereon for the purpose of inspecting and appraising the same. While the Mortgage is outstanding and unpaid, neither the Mortgagor nor its successors shall take or permit any

action with respect to the property mortgaged hereby which will in any manner impair PIDA's security under this Mortgage, including but not limited to the creation of any additional debt secured by the Premises, nor shall they, without the prior written approval of PIDA, convey, transfer, encumber, hypothecate, lease or otherwise dispose of the Premises.

6. If PIDA retains the services of counsel in order to cure any default under this Mortgage, the Note or any of the other Transactional Documents, reasonable attorneys' fees shall be payable by the Mortgagor to PIDA and shall be secured hereby. The Mortgagor shall also pay all costs in connection with the satisfaction of this Mortgage of record.

7. An event of default hereunder (an "Event of Default") shall be any of the following: (i) the occurrence of any Event of Default as defined in this Note or the Transactional Documents, (ii) failure to pay any sum required to be paid under the Note or any of the other Transactional Documents within fifteen (15) days after the same becomes due and payable, (iii) default in the due and punctual payment of the principal of or interest on any loan or debt instrument secured by the Premises after the same shall become due and payable, or (iv) default in the due and punctual observance or performance of any of the covenants or agreements contained in any loan or debt instrument secured by the Premises. On the occurrence of any such Event of Default, at the option of PIDA: (a) the entire unpaid balance of the Indebtedness shall become due and payable immediately, without further notice to the Mortgagor, and shall be recoverable by PIDA immediately or at any time or times thereafter, without stay of execution or other process; (b) PIDA may take immediate possession of the Premises as provided hereunder; and (c) PIDA may immediately exercise any and all other rights and remedies provided in this Mortgage and in the Note, or which may be available to PIDA, and all such rights and remedies shall be cumulative and concurrent and may be pursued singly, successively or together in PIDA's sole discretion, and may be exercised from time to time and as often as an occasion, or occasions, therefor shall occur until the Indebtedness hereby secured is paid in full.

8. If PIDA shall take possession of the Premises as provided hereunder, PIDA may in its sole discretion: (a) hold, manage, operate and lease the same to the Mortgagor or any other person or persons, on such terms and for such periods of time as PIDA may deem appropriate and the provisions of any lease made by PIDA pursuant hereto shall be valid and binding on the Mortgagor notwithstanding the fact that PIDA's right of possession may terminate or this Mortgage may be satisfied of record prior to the expiration of the term of such lease; (b) make such alterations, additions, improvements, renovations, repairs and replacements thereto as PIDA may deem proper; (c) remodel such improvements so as to make the same available in whole or in part for other industrial purposes; and (d) collect the rents, issues and profits arising from the Premises, past due and thereafter becoming due, and apply the same, in such order of priority as PIDA may determine, to the payment of all charges and commissions incidental to the collection of rents and the management of the Premises and all other sums or charges required to be paid by the Mortgagor hereunder. In addition to the payment of such charges and commissions, PIDA shall be entitled to retain not less than fifteen percent (15%) of such rents, issues and profits in payment for the services of PIDA. All moneys advanced by PIDA for the purposes aforesaid and not repaid out of the rents collected shall immediately and without demand be repaid by the Mortgagor to PIDA, together with interest thereon at the rate of fifteen percent (15%) per annum, and shall be added to the principal of the Indebtedness and be secured by this Mortgage. The production of a receipt by PIDA shall be conclusive proof of a payment or advance authorized hereby, and the amount and validity thereof. The taking of possession and collection of rents by PIDA as aforesaid shall not be construed to be an affirmation of any lease of the Premises or any part thereof, and PIDA or any other purchaser at any foreclosure sale may, if otherwise entitled to do so, exercise the right to terminate any such lease as though such taking of possession and collection of rents had not occurred.

9. THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE MORTGAGOR. IN GRANTING THIS