

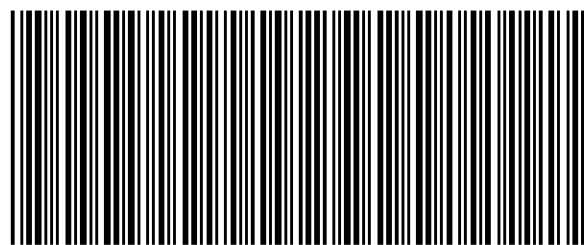
Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6450739

RECORDED DATE: 04/05/2019 02:45:45 PM



4010847-0022L

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 23

Document Type: MORTGAGE - CORPORATE
Transaction Reference: eSecureFile : 8362305
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Transaction #: 3852429 - 5 Doc(s)
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RETURN TO: (Simplifile)
 Nikolaus and Hohenadel, LLP
 327 Locust Street
 Columbia, PA 17512
 (717) 684-4422

SUBMITTED BY:
 Nikolaus and Hohenadel, LLP
 327 Locust Street
 Columbia, PA 17512

*** PROPERTY DATA:**

Parcel ID #:

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MORTGAGE - CORPORATE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$40.25
EXTRA PAGE FEE	\$36.00
Total:	\$106.25

INSTRUMENT # : 6450739

RECORDED DATE: 04/05/2019 02:45:45 PM

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



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

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

After recording return to:

Centric Bank
4320 Linglestown Road
Harrisburg, PA 17112

UPI NUMBER: **110-18115-0-0000 (430 Walnut Street)** and
110-11229-0-0000 (369 Locust Street)

OPEN END
MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE IS AN OPEN-END MORTGAGE AS PROVIDED IN CHAPTER 81 OF THE PENNSYLVANIA JUDICIARY AND JUDICIAL PROCEDURE CODE, 42 PA. C.S.A. SECTIONS 8143 AND 8144, SECURES FUTURE ADVANCES AND THE MORTGAGEE IS OTHERWISE ENTITLED TO THE RIGHTS, BENEFITS AND PRIVILEGES PROVIDED IN SAID 42 PA. C.S.A. SECTIONS 8143 AND 8144, AS THOSE SECTIONS MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME.

THIS OPEN END MORTGAGE AND SECURITY AGREEMENT (this "Mortgage"), dated as of this 5th day of April, 2019 by and between **CIMARRON INVESTMENTS, LLC**, a Pennsylvania limited liability company with a business address of 430 Walnut Street, Columbia, Pennsylvania 17512 (hereinafter called "Mortgagor") and **CENTRIC BANK**, a Pennsylvania financial institution, located at 4320 Linglestown Road, Harrisburg, Pennsylvania 17112 (hereinafter called "Mortgagee").

WHEREAS, Mortgagor has agreed to provide this first lien mortgage and security interest in the Property described herein as a collateral mortgage to secure the repayment of that certain Note (hereinafter "Note") of even date herein provided by **CIMARRON INVESTMENTS, LLC** to **CENTRIC BANK** in the amount of **Two Million Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,825,000.00)**, herein referred to as the "Loan".

WITNESSETH, that in consideration of the premises and to secure the payment of both the principal of, and interest and any other sums payable on, that certain Note of even date herewith, including all future advances (as hereinafter defined), together with any and all sums due under any other obligations of Mortgagor, or this Mortgage and the performance and observance of all of the provisions hereof and of the Note together with any sums due to Mortgagee under any other loan from Mortgagee to Mortgagor, and of the Note and other related Loan Documents (collectively the "Loan Documents"), Mortgagor hereby grants, sells, warrants, conveys, assigns, transfers, mortgages, pledges, grants a security interest in and sets over and confirms unto Mortgagee, its successors and assigns, all of Mortgagor's estate, right, title, interest, property, claim and demand in and to that certain real property being known as **430 Walnut Street, Columbia Borough, Lancaster**

County, Pennsylvania 17512 and 369 Locust Street, Columbia Borough, Lancaster County, Pennsylvania 17512 and more particularly described in Exhibit "A" (hereinafter "Property").

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any way appertaining to said real property, all easements, rights of way and rights used in connection with said real property, all buildings, structures and other improvements now or hereafter located on said real property and all fixtures including but not limited to all lighting, plumbing fixtures, ranges, furnaces, refrigeration units, security systems, generators, transformers, dynamos, electrical equipment, windows, doors, awnings, trees and shrubbery, appliances, apparatus, equipment, furnishings, heating and air conditioning systems and equipment and other articles of personal property, whether real estate or not, owned by Mortgagor now or hereafter installed in, affixed to, attached to, placed upon, or used in any way in connection with the complete and comfortable use, occupancy, or operation of the said improved or partially improved real property, all licenses and permits used or required in connection with the improvement and use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary, or any of the foregoing into cash or liquidated claims, including without limitation, proceeds of any and all insurance and condemnation awards, and all other proceeds, both cash and non-cash, of any and all of the foregoing (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property").

TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee and its successors and assigns forever.

Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee estate in the real property comprising the Mortgaged Property, and good title to the other property comprising the Mortgaged Property, subject to no lien, charge, pledge, security interest or other encumbrance except such as Mortgagee has agreed to accept in writing and Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property subject only to the exceptions herein provided. Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form herein done or intended hereafter to be done. Mortgagor will preserve such title and will forever warrant and defend the validity and priority of the lien and security interest hereof against the claims and demands of all persons and parties whomsoever.

PROVIDED, HOWEVER, that if the Mortgagor shall pay to Mortgagee the indebtedness in the principal sum of **Two Million Eight Hundred Twenty-Five Thousand and 00/100 Dollars (\$2,825,000.00)** as evidenced by that certain Note of even date herewith or any renewal or replacement of such Note, which by its term is expressly secured by this Mortgage, with interest and

upon the terms as provided therein, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage, and if the Mortgagor shall duly, promptly and fully pay, perform, discharge, execute, effect, complete and comply with and abide by each and every other of the stipulations, agreements, conditions and covenants of the Note (all the terms of which are incorporated herein by reference as though set forth fully herein), this Mortgage, and the other instruments referred to herein, then this Mortgage and the estate hereby created shall cease and terminate.

TO BETTER SECURE PAYMENT OF SAID INDEBTEDNESS, Mortgagor further covenants and agrees with the Mortgagee as follows:

1. **Place of Payment and Costs of Collection.** All indebtedness secured hereby shall be payable at Mortgagee's principal place of business, and, unless otherwise provided in the instrument evidencing said indebtedness, shall bear interest at the same rate per annum as the Note bears, from date of accrual of said indebtedness until paid. If the Note or any other indebtedness secured hereby shall be collected by legal proceedings or through a probate or bankruptcy court, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by the option given to the Mortgagee to mature same, Mortgagor agrees to pay all and singular, the costs, charges and expenses, including attorneys fees (through all stages of legal proceedings including pretrial, trial, appellate and administrative) reasonably incurred, or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor to perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, and every such payment shall bear interest at the Default Rate set forth in the Note from the date said expenses are incurred until the date Mortgagee is reimbursed for said expenses.
2. **Timely Payment.** Mortgagor will pay all of the indebtedness secured hereby, together with the interest and other appurtenant charges thereon, when the same shall become due, in accordance with the terms of the Note or other instruments evidencing said indebtedness or evidencing any renewal, extension or modification of the same, or this Mortgage, all such sums to be payable in lawful money of the United States of America at Mortgagee's aforesaid principal office, or at such other place as Mortgagee may designate in writing. Payments shall not be deemed to be paid until said payments are received at Mortgagee's office.
3. **Payment of Charges Etc. Against Property; Liens.** Mortgagor will immediately pay and discharge any taxes, assessments, water and sewer rents, levies, charges, liabilities, claims, liens, obligations, impositions and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be imposed, suffered, placed, levied or assessed thereon, or that hereafter may be levied or assessed upon this Mortgage or the indebtedness secured hereby, when due and payable according to law, before they become delinquent, and before any interest attached or any penalty is incurred, and produce receipts therefor upon

demand; provided, however, that in the event of the passage of any such law or regulation imposing a tax or assessment against Mortgagee upon this Mortgage or the debt secured hereby, the entire indebtedness secured by this mortgage shall thereupon become immediately due and payable at the option of the Mortgagee. Mortgagor shall not create, permit to accrue or suffer to exist any assignment, mortgage, lien, security interest, pledge, conditional sale or other title retention agreement, encumbrance or charge of, in, to or upon the Mortgaged Property.

4. **Property Insurance.** Mortgagor, at Mortgagor's expense and at all times while this Mortgage is in force or the Note remains outstanding, will keep the Mortgaged Property insured against loss or damage by fire, vandalism and malicious mischief, and all perils insured against by an extended coverage endorsement, rent or business interruption and such other risks and perils as Mortgagee in its reasonable discretion may require. Mortgagor shall obtain and deposit with Mortgagee fire, extended coverage, hazard and other perils insurance as described above on the Property in an amount equal to one hundred percent (100%) of the full replacement value of the improvements (with no deduction for depreciation) but in no event less than \$2,825,000.00 and shall contain a standard mortgage clause with the loss payable to Mortgagee and shall name Mortgagee as an additional insured. The policy shall have a replacement cost endorsement. Mortgagor shall also be required to obtain and provide Mortgagee with evidence of business interruption and rent loss insurance insuring the subject property for a period of one year. Mortgagor shall maintain at all times a Commercial General Liability policy (including contractual liability insurance) against any and all claims for injuries to persons or property. Borrowers Commercial General Liability policy will be endorsed to name (i.e. Landlord or Mortgagee) as Additional Insured. Such insurance at all times shall provide coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per Aggregate and One Million Dollars (\$1,000,000.00) per Occurrence. Mortgagor shall maintain at all times a Commercial Excess (Umbrella) policy against any and all claims for injuries to persons or property. Such insurance at all times shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) per Aggregate and Per Occurrence. Mortgagor shall also maintain insurance which shall comply with the worker's compensation and employer's liability laws of the Commonwealth of Pennsylvania. In the event the Property is located in a flood hazard area, Mortgagor will obtain and deliver to Mortgagee the maximum available amount of flood insurance. The flood zone shall be clearly defined (e.g. Flood Zone A, Flood Zone, B, etc.) and the local definition of the flood zone shall be stated. All insurance policies required by Mortgagee shall be prepared for a period of not less than one year and shall be in amounts, form and substance reasonably satisfactory to Mortgagee, by companies with an AM Best Rating of A- or better (or equivalent) acceptable to them in favor of and in form acceptable to Mortgagee. All policies shall provide for a mandatory thirty (30) day written notice to Mortgagee prior to cancellation for any reason except for a ten (10) day written notice for an unpaid premium. A Certificate or copy of such policies shall be delivered to and be held by Mortgagee. Any and all amounts

received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released. Notwithstanding the foregoing, provided that there exists no default, beyond any applicable cure and grace periods, at Mortgagor's request, the proceeds may be used for the restoration and repair of the Mortgage Property. Neither the application nor the release of any such amounts shall cure or waive any default. Upon exercise of the power of sale given in the Mortgage or other acquisition of the Mortgaged Property or any part thereof by Mortgagee, such policies shall become the absolute property of Mortgagee.

5. **Maintenance.** Mortgagor shall maintain the Mortgaged Property in good condition and repair, including but not limited to the making of such repairs as Mortgagee may from time to time determine to be necessary for the preservation of the Mortgaged Property and shall not commit or permit any waste thereof, and Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

6. **Mortgagee's Right to Cure.** If Mortgagor fails to pay or discharge any claim, lien or encumbrance on the Mortgaged Property, or to pay when due any tax or assessment or insurance premium required to be maintained hereunder, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax assessment or premium, with right to subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste without being deemed in any manner guilty of trespass or forcible entry and detainer and without incurring any liability for any damage therefrom, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. All expenditures made by the Mortgagee in that connection, including reasonable attorneys' fees, shall bear interest at the Default Rate set forth in the Note from the date of expenditure and shall, at the option of the Mortgagee, be added to the unpaid principal amount due under the Note or be payable immediately and without demand and all such expenditures shall be secured by the lien of this Mortgage. In the case of any such payment by Mortgagee, the Mortgagor agrees to reimburse and indemnify the Mortgagee. Neither the right nor the exercise of the right herein granted unto the Mortgagee to make any such payments shall preclude the Mortgagee from

exercising its option to cause the whole indebtedness secured hereby to become, immediately due and payable by reason of the Mortgagor's default in making such payments as hereinabove required.

7. **Governmental Requirements.** Mortgagor will observe, abide by and comply with all statutes, ordinances, orders, requirements or decrees relating to the Mortgaged Property by any federal, state or municipal authority or subdivision, and observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to said premises or which have been granted to or contracted for by Mortgagor in connection with any existing or presently contemplated use of said premises.
8. **Condemnation Proceedings.** In the event of condemnation proceedings of the Mortgaged Property, the award or compensation payable thereunder is assigned hereby to and shall be paid to Mortgagee. Mortgagee shall be under no obligation to question the amount of any such award or compensation and may accept the same in the amount in which the same shall be paid. In any such condemnation proceedings, Mortgagee may be represented by counsel selected by Mortgagee. The proceeds of any award or compensation so received shall, at the option of Mortgagee, either be applied to the prepayment of the Note and at the rate of interest provided therein, regardless of the rate of interest payable on the award by the condemning authority, or at the option of Mortgagee, such award shall be paid over to Mortgagor for restoration of the Mortgaged Property.
9. **Assignment of Leases, etc.** The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Note, all existing and future Leases, Subleases, and Income. The Mortgagor shall, upon demand, deliver to the Mortgagee the original or an executed copy of each such Lease. The Mortgagor grants to the Mortgagee the right to (i) enter the Mortgaged Property and collect the Income with or without taking possession of the Mortgaged Property; (ii) with or without legal process, dispossess by usual summary proceeding any tenant defaulting in the performance of its obligations under its lease; (iii) let the Mortgaged Property or any part thereof; and (iv) apply the Income to the payment of any charges and expenses of the Mortgaged Property or to the repayment of the Note in such order and amounts as the Mortgagee shall determine in its sole discretion. This assignment shall continue in effect until this Mortgage is paid in full and discharged of record; however, so long as there shall exist no Event of Default (hereinafter defined), the Mortgagor shall have a license to collect the Income as it becomes due, but not prior to accrual. Without the prior written consent of the Mortgagee, the Mortgagor shall not enter into, or amend, modify or terminate, any Lease of the Mortgaged Property. If the Mortgagor requests the Mortgagee's consent pursuant hereto, but if the Mortgagee does not respond to such request within ten (10) business days of receipt by the Mortgagee of the request, the Mortgagee's

consent shall be deemed to have been given. The Mortgagor shall not collect any of the rent from the Mortgaged Property in advance of the time when the same shall become due under any lease or tenancy arrangement or, in any event, more than one (1) month in advance. The provisions of this Paragraph are for the sole benefit of the Mortgagee and are not for the benefit of any other person or entity.

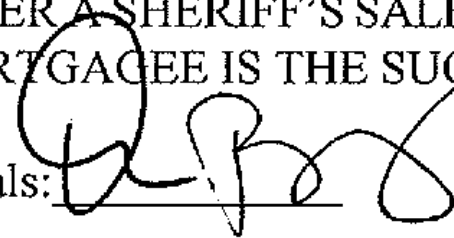
10. **Indications of Insolvency.** It shall be a default hereunder if Mortgagor shall (a) consent to the appointment of a Receiver, Trustee or Liquidator of all or a substantial part of the Mortgagor's assets, or (b) be adjudicated a bankrupt or insolvent, or file a voluntary Petition in Bankruptcy, or admit in writing its inability to pay its debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a Petition or Answer seeking reorganization or arrangement of creditors, or to take advantage of any insolvency law, or (e) file an Answer admitting the material allegations of the Petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (f) itself take action for the purpose of effecting any of the foregoing, or (g) if any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a Petition seeking appointment of a Receiver, or Trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for a period of thirty (30) days.

11. **Default.** Mortgagee may declare a default in (a) the event of any breach or default of this Mortgage, the Note, or related Loan Documents, or if any of said sums of money or interest referred to herein, including any sum of money due to Mortgagee under any other Note from Mortgagee to Mortgagor, or in the Note be not fully paid when due; or (b) the occurrence of any event, circumstance or proceeding that, in the good faith determination of the Mortgagee, materially adversely affects the credit or financial condition of the Mortgagor, including without limitation, any change in the financial condition of Mortgagor or the value of the Collateral as reflected in any financial information furnished to Mortgagee pursuant to Paragraph Eighteen (18) herein or otherwise that is materially adverse in Mortgagee's good faith judgment; or (c) there has been an event or occurrence that, in the good faith determination of Mortgagee, causes the Mortgagee to deem itself insecure; or (d) Mortgagee shall be given notice from Mortgagor as provided for in Chapter 81 of the Pennsylvania Judiciary and Judicial Procedure Code, 42, Pa.C.S.A. Section 8143(c), purporting to limit the Indebtedness secured by this Mortgage, or purporting to release the obligation of Mortgagee to make any further advance; or (e) if the stipulations, agreements, conditions, and covenants of the Note, this Mortgage, or other related Loan Documents are not duly, promptly and fully performed, then in either or any such event (a "default" or an "Event of Default"), the said aggregate sum mentioned in the Note then remaining unpaid, with interest accrued to that time, any prepayment penalty, to the extent allowed by law, and all monies secured hereby, shall become due and payable forthwith, or thereafter at the option of the Mortgagee, without notice or demand which are hereby expressly waived, as fully and completely as if all of said

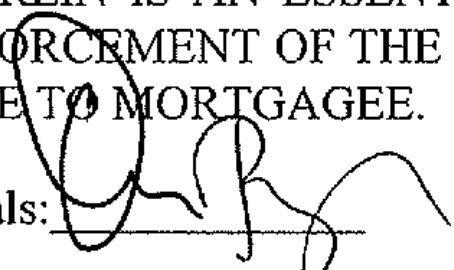
sums of money were originally stipulated to be paid on such day, anything in the Note, this Mortgage or the other instruments referred to herein to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, Mortgagee may avail itself of all rights and remedies, at law or in equity, and this Mortgage may be foreclosed with all rights and remedies afforded by the laws of Pennsylvania and Mortgagor shall pay all costs, charges, and expenses thereof, including reasonable attorney's fees, including all such costs, expenses and attorney's fees, for any retrial, rehearing or appeal. All such expenses shall bear interest at the Default Rate set forth in the Note from the date said expenses are incurred until the date Mortgagee is reimbursed for said expenses. The indebtedness secured hereby shall bear interest at the Default Rate set forth in the Note from and after the date of any such default of Mortgagor. The Mortgagee may, at its option, collect a late charge as may be provided for in the Note, to reimburse the Mortgagee for expenses in collecting and servicing such installment payments. In addition, upon any default hereunder, Mortgagee shall have the right to enter and take possession of the Mortgaged Property or any part thereof and exclude Mortgagor and all persons claiming under Mortgagor wholly or partly therefrom. For the purposes of the remedies afforded Mortgagee hereunder, Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of any of the Mortgaged Property and to confess judgment thereon against Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of any of the Mortgaged Property, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

IN ADDITION, UPON ANY EVENT OF DEFAULT HEREUNDER, MORTGAGEE SHALL HAVE THE RIGHT TO ENTER AND TAKE POSSESSION OF THE MORTGAGED PROPERTY OR ANY PART THEREOF AND EXCLUDE MORTGAGOR AND ALL PERSONS CLAIMING UNDER MORTGAGOR WHOLLY OR PARTLY THEREFROM. FOR THE PURPOSES OF THE REMEDIED AFFORDED MORTGAGEE HEREUNDER AUTHORIZES ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR MORTGAGEE TO SIGN AN AGREEMENT FOR ENTERING AN AMICABLE ACTION OF EJECTMENT FOR POSSESSION OF ANY OF THE MORTGAGED PROPERTY AND TO CONFESS JUDGMENT THEREON AGAINST MORTGAGOR IN FAVOR OF MORTGAGEE, WHEREUPON A WRIT MAY FORTHWITH ISSUE FOR THE IMMEDIATE POSSESSION OF ANY OF THE MORTGAGED PROPERTY, WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER; AND FOR DOING SO, THIS MORTGAGE OR A COPY HEREOF VERIFIED BY AFFIDAVIT SHALL BE SUFFICIENT WARRANT. WHEREUPON, IF MORTGAGEE SO DESIRES, A WRIT OF POSSESSION (OR LIKE WRIT APPROPRIATE UNDER APPLICABLE LAW) MAY IMMEDIATELY ISSUE FOR POSSESSION OF THE MORTGAGED PROPERTY, WITHOUT ANY WRIT OR PROCEEDING WHATSOEVER AND WITHOUT ANY STAY OF EXECUTION, AND

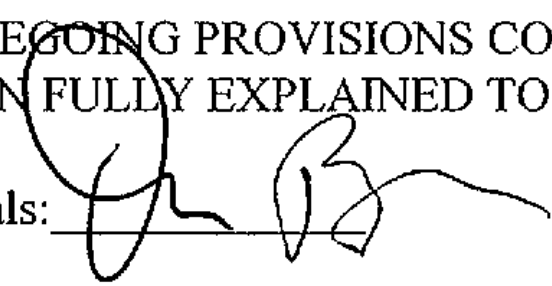
MAY INCLUDE THE COSTS OF MORTGAGEE. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED IT SHALL BE DISCONTINUED, OR POSSESSION OF THE MORTGAGED PROPERTY OR ANY PORTION THEREOF SHALL REMAIN IN OR BE RESTORED TO MORTGAGOR, MORTGAGEE SHALL HAVE THE RIGHT IN CONNECTION WITH THE SAME EVENT OF DEFAULT OR ANY SUBSEQUENT EVENT OF DEFAULT TO BRING ONE OR MORE FURTHER ACTIONS OR ENTER AND CONFESS JUDGMENT ONE OR MORE TIMES AS HEREIN PROVIDED TO RECOVER POSSESSION OF THE MORTGAGED PROPERTY. MORTGAGEE MAY BRING AN ACTION FOR POSSESSION AND CONFESS JUDGMENT THEREIN BEFORE OR AFTER THE INSTITUTION OF PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR TO ENFORCE THE NOTE, OR AFTER ENTRY OF JUDGMENT IN ANY PROCEEDINGS TO FORECLOSE THIS MORTGAGE OR ON THE NOTE, OR AFTER A SHERIFF'S SALE OF THE MORTGAGED PROPERTY (WHETHER OR NOT MORTGAGEE IS THE SUCCESSFUL BIDDER).

Initials: 

THE EXERCISE BY MORTGAGEE OF THE FOREGOING AUTHORITY TO CONFESS JUDGMENT SHALL NOT EXHAUST THE EXERCISE THEREOF AGAINST MORTGAGOR, BUT SHALL CONTINUE UNTIL MORTGAGEE IS FULLY AND FINALLY VESTED WITH POSSESSION OF THE MORTGAGED PROPERTY. MORTGAGOR EXPRESSLY AGREES THAT ANY JUDGMENT ENTERED AGAINST IT PURSUANT TO THE FOREGOING AUTHORITY SHALL BE FINAL WITH RESPECT TO MORTGAGOR, AND MORTGAGOR RELEASES TO MORTGAGEE, AND ANY ATTORNEY APPEARING FOR MORTGAGEE, ALL ERRORS IN SAID PROCEEDINGS AND ALL LIABILITY THEREFORE. MORTGAGOR UNDERSTANDS AND ACKNOWLEDGES THAT THE AUTHORIZATION TO PURSUE SUCH PROCEEDINGS FOR OBTAINING POSSESSION AND CONFESSION OF JUDGMENT THEREIN IS AN ESSENTIAL AND MATERIAL PART OF THE REMEDIES FOR ENFORCEMENT OF THE MORTGAGE AND SHALL SURVIVE ANY EXECUTION SALE TO MORTGAGEE.

Initials: 

MORTGAGOR ACKNOWLEDGES THAT IT HAS HAD THE ASSISTANCE OF LEGAL COUNSEL IN THE REVIEW AND EXECUTION OF THIS MORTGAGE AND FURTHER ACKNOWLEDGES THAT THE MEANING AND EFFECT OF THE FOREGOING PROVISIONS CONCERNING CONFESSION OF JUDGMENT HAVE BEEN FULLY EXPLAINED TO MORTGAGOR BY ITS COUNSEL.

Initials: 

12. **Cross-Default and Cross-Collateralization.** Until such a time as the Loan, secured by this Mortgage, or any extension(s), substitute(s) or renewal(s) thereof shall be paid in full, a default in the Loan or any of the Mortgagor's other loans or other guaranty obligations to or for the benefit of the Mortgagee, now existing or hereafter incurred, matured or un-matured, direct, or contingent, primary, secondary, sole, joint or several, or jointly or severally with any other person(s), shall automatically constitute a default in all such loan or guaranty obligations. Further, and in addition to the Loan, the collateral will secure all obligation, debts and liabilities, plus interest thereon, of Mortgagor to Mortgagee, or any one or more of them, as well as all claims by Mortgagee against Mortgagor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or un-liquidated, whether Mortgagor may be liable individually or jointly with other, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.
13. **Appointment of Receiver.** It is further agreed that the Mortgagee, upon default by Mortgagor, shall be entitled to the appointment of a receiver of the Mortgaged Property as a matter of absolute right and without notice; with power to collect the rents, issues and profits of the Mortgaged Property due and coming due during the pendency of such foreclosure suit, without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the broad and effective functions and powers in any way entrusted by a court of equity. Mortgagor, for itself and any subsequent owner, hereby waives any and all defenses to the application for a receiver as above provided, and hereby specifically consents to such appointment without notice; but nothing herein contained is to be construed to deprive the Mortgagee of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provision for the appointment of a receiver of the rents and profits and the assignment of such rents and profits is made an express condition upon which the loan hereby secured is made. The expenses incurred pursuant to the powers herein contained shall be an additional indebtedness secured by the lien of this Mortgage.
14. **Waiver of Stay, Extension, Moratorium Laws; Equity of Redemption.** Mortgagor shall not at any time (a) insist upon, plead or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law or (b) claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of the Mortgaged Property prior to any sale or sales thereof which may be made under or by virtue of the provisions hereof; and Mortgagor hereby waives all benefit or advantage of any such law or laws. Mortgagor, for itself and all who may claim under it, hereby waives any and all rights and equities of redemption from sale under any order or

decree of foreclosure of this Mortgage and all notice or notices of seizure, and all right to have the Mortgaged Property marshaled upon any foreclosure hereof. Mortgagee shall not be obligated to pursue or exhaust its rights or remedies as against any part of the Mortgaged Property before proceeding against any other party hereof and Mortgagor hereby waives any right or claim of right to have Mortgagee proceed in any particular order. Mortgagor hereby waives and releases all errors, defects and imperfections in any proceedings instituted by Mortgagee under this Mortgage.

15. **Waiver of Default.** No waiver of any default on the part of Mortgagor or of any breach of any of the provisions of this Mortgage shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

16. **Additional Rights of Mortgagee.** Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent:
 1. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation;
 2. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof;
 3. Exercise or refrain from exercising or waive any right Mortgagee may have;
 4. Accept additional security of any kind; or
 5. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Mortgaged Property.

17. **Priority of Liens.** Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. No further encumbrances shall be permitted against the property without the prior written consent of Mortgagee.

18. **Financial Statements.** Mortgagor shall provide Mortgagee with periodic statements of the operations of and the financial condition of Mortgagor, the Mortgaged Property, and any guarantors of the indebtedness secured hereby, certified by Mortgagor, and as further defined in the Loan Agreement, to insure that there has been no material adverse change in the condition (financial or otherwise), business, prospects or operations of the Mortgagor.
19. **Assumption of Note and Mortgage.** The loan represented by this Mortgage and Note is personal to the Mortgagor and the Mortgagee made the loan to the Mortgagor based upon the credit of the Mortgagor and the Mortgagee's judgment of the ability of the Mortgagor to repay all sums due under this Mortgage, and therefore this Mortgage may not be assumed by any subsequent holder of an interest in the Mortgaged Property without Mortgagee's prior written consent. If all or any part of the Mortgaged Property, or any interest therein, is sold, conveyed, transferred (including a transfer by agreement for deed or land contract), then in that event, Mortgagee may declare all sums secured by this Mortgage immediately due and payable.
20. **Hazardous Substances.**
 1. Environmental Laws means all federal, state, commonwealth, and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances, codes, rules, guidance documents and technical administrative guidance memoranda (whether now or in the future enacted, promulgated or issued) relating to the protection of the Environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or pertaining to the protection of lawn, water, air, health, safety or the environment, and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state, commonwealth and local governmental agencies and authorities with respect thereto, whether now or in the future enacted, promulgated or issued, including, without limitation, the laws of the state or commonwealth where the Property is located.
 2. "Hazard Substance" means any substances, chemicals, materials or elements that are prohibited, limited or regulated by the Environmental Laws, or any other substances, chemicals, materials or elements that are defined as "hazardous" or "toxic" under the Environmental Laws, or that are known or considered to be harmful to the health or safety of occupants or users of the Property. The term Hazardous Substances shall also include any substance, chemical, material or element (i) defined as a "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. § 9601, et seq.), as amended by the

Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (ii) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act (42 U.S.C. § 6991-6991(i)), and regulations promulgated thereunder; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), covered by the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.) or the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.); (iv) defined as "hazardous", "toxic", or otherwise regulated, under any Environmental Laws adopted by the state or commonwealth in which the Property is located, or its agencies or political subdivisions including the Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101 et seq.), the Pennsylvania Hazardous Sites Cleanup Act (35 P.S. Section 6020.101 et seq.) and the Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Section 6021.101 et seq.); (v) which is petroleum, petroleum products or derivatives or constituents thereof; (vi) which is asbestos or asbestos-containing materials; (vii) the presence of which requires notification, investigation or remediation under any Environmental Laws or common law; (viii) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; (ix) the presence of which on adjacent properties would constitute a trespass by the Mortgagor and/or Indemnitor; (x) which is urea formaldehyde foam insulation or urea formaldehyde foam insulation containing materials; (xi) which is lead base paint or lead base paint-containing materials; (xii) which are polychlorinated biphenyls or polychlorinated biphenyl-containing materials; (xiii) which is radon or radon containing or producing materials; or (xiv) which by any laws of any governmental authority requires special handling in its collection, storage, treatment, or disposal including, without limitation any flammable materials, explosives, radon, radioactive materials, polychlorinated biphenyls, petroleum and petroleum based products or methane.

3. Mortgagor hereby represents and warrants the following:
 - (1) Neither Mortgagor nor any users or occupants of the Mortgaged Property ("Occupants") has ever used the Mortgaged Property for the storage of any Hazardous Substances.
 - (2) Mortgagor and/or the Occupants have obtained all permits, licenses and other authorizations which are required under the Environmental Laws with respect to the condition, use and occupancy of the Mortgaged Property and are in compliance in all material respects with all terms and conditions of the

- required permits, licenses and authorizations and are also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in the Environmental Laws with respect to the condition, use and occupancy of the Mortgaged Property.
- (3) Neither Mortgagor nor the Occupants has received notice of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans with respect to the condition, use or occupancy of the Mortgaged Property which may interfere with, violate, or prevent compliance or continued compliance in any material respect with the Environmental Laws or which may give rise to any material common law or legal liabilities or otherwise form the basis of any material claim, action, demand, suit, proceeding, hearing, study or investigation with respect to the Mortgaged Property pursuant to the Environmental Laws.
 - (4) There is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation or proceeding pending or threatened with respect to the condition, use or occupancy of the Mortgaged Property, pursuant to the Environmental Laws.
 - (5) Mortgagor and the Occupants have operated the Mortgaged Property and have at all times received, handled, used, stored, treated, shipped and disposed of all Hazardous Substances in strict compliance with the Environmental Laws.
 - (6) No Hazardous Substance are present on, in or under the Mortgaged Property.
4. Mortgagor agrees to comply with all Environmental Laws and, with respect to Occupants, use its best efforts to assure that Occupants comply with all Environmental Laws with respect to the condition, use and occupancy of the Mortgaged Property.
 5. Mortgagor hereby agrees to defend and indemnify Mortgagee and hold Mortgagee harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorney's fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Mortgagee (hereinafter "Claims"), by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on, in or under; or the escape, seepage, leakage, spillage, discharge,

- emission, release or threatened release on, in, under or from the Mortgaged Property of any Hazardous Substances including, without limitation, any "Claims" asserted or arising under the Environmental Laws.
6. If Mortgagor receives any notice of (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on, in or under the Mortgaged Property, or in connection with Mortgagor's or Occupants' operations thereon or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter relating to the condition, use or occupancy of the Mortgaged Property (an "Environmental Complaint") from any person or entity (including without limitation the EPA) then Mortgagor shall immediately notify Mortgagee orally and in writing of said notice.
 7. Mortgagee shall have the right but not the obligation, and without limitation of Mortgagee's rights under this Mortgage to enter onto the Mortgaged Property and to take such other action as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, an Environmental Complaint or the presence on, in or under the Mortgaged Property of any Hazardous Substances which could result in an order, suit or other action against Mortgagor and/or which, in the sole opinion of Mortgagee, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Mortgagee in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand.
 8. Mortgagee shall have the right, in its sole discretion, to require Mortgagor to periodically (but not more frequently than annually unless an Environmental complaint is then outstanding) perform (at Mortgagor's expense) an environmental audit and, if deemed necessary to Mortgagee, an environmental risk assessment, each of which must be satisfactory to Mortgagee, with respect to the condition, use and occupancy of the Mortgaged Property. Said audit and/or risk assessment must be undertaken by an environmental consultant satisfactory to Mortgagee. Should Mortgagor fail to perform said environmental audit or risk assessment within 30 days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform said environmental audit and risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of Mortgagee.
21. **Authority of Mortgagor.** Mortgagor represents and warrants that it has full power and authority to consummate the transactions contemplated hereby.

22. **Severability**. If any one or more of the provisions contained in this Mortgage for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Mortgage.
23. **Successors**. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, successors and assigns of Mortgagor and Mortgagee. Whenever used, the singular name shall include the plural, the singular, and the use of any gender shall be applicable to all genders. When executed by two or more persons or entities as Mortgagor, the parties so executing shall be bound jointly and severally. The term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.
24. **Security Agreement**. This Mortgage shall be construed as a mortgage of real property and it shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code of the Commonwealth of Pennsylvania. The Mortgagee shall have all the rights with respect to all property encumbered hereby afforded to the Mortgagee or Secured Party as the case may be under the Uniform Commercial Code of the Commonwealth of Pennsylvania, in addition to, but not in limitation of, the other rights afforded the Mortgagee by this Mortgage.
25. **Further Assurances**. Mortgagor will, at the cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Mortgagee shall from time to time require in order to preserve the priority of the lien of this Mortgage or to facilitate the performance of the terms hereof.
26. **Modification**. No modification hereof shall be effective between the Mortgagor and the Mortgagee unless it is in writing and duly executed by the party to be bound.
27. **Notices**. Any notices made hereunder may be made in writing and shall be effective when delivered personally or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

To Mortgagee: Christopher J. Bickel, Senior Vice President
Centric Bank
4320 Linglestown Road
Harrisburg, PA 17112

With a copy to: David W. Reager, Esquire
Reager & Adler, P.C.
2331 Market Street
Camp Hill, PA 17011

To Mortgagor: Donald C. Murphy
Cimarron Investments, LLC
430 Walnut Street
Columbia, PA 17512

With Copy to: Michael S. Grab, Esquire
Nikolaus & Hohenadel, LLP
327 Locust Street
Columbia, PA 17512

or at such other addresses as may be designated in writing from time to time.

28. **Definitions:** To the extent there are capitalized terms used herein and if not specifically defined herein they shall have the meaning as defined in the Loan Agreement.
29. **Headings.** The captions, headings and titles to sections of this Agreement are for convenience of reference only, and shall in no way restrict or affect, or be in any way an interpretation of, the provisions of any such section of this Agreement.
30. **Governing Law.** This Mortgage shall be governed by and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the said Mortgagor has executed this Mortgage on the day and year first above written.

WITNESS:

MORTGAGOR:

CIMARRON INVESTMENTS, LLC, a
Pennsylvania limited liability company

Mr.

By: _____
Donald C. Murphy
Donald C. Murphy, Member

Ms.

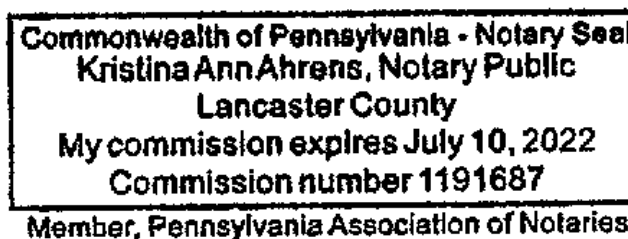
By: _____
Becky L. Murphy
Becky L. Murphy, Member

COMMONWEALTH OF PENNSYLVANIA)
 : SS.
 COUNTY OF LANCASTER)

On the 5th day of April, 2019, before me, the undersigned, a Notary Public in and for the Commonwealth, personally appeared Donald C. Murphy and Becky L. Murphy, who acknowledge themselves to be the Members of Cimarron Investments, LLC, a Pennsylvania limited liability company and that as such Members being authorized by such limited liability company, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by themselves as the Members.

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

Kristina Ann Ahrens
 Notary Public
 My Commission Expires: 7/10/22



I hereby certify that the address of the within Mortgagee is 4320 Linglestown Road, Harrisburg, Pennsylvania 17112.

By: *[Signature]*
 Christopher J. Bickel
 Title: Senior Vice President

EXHIBIT "A"

Property: 423 Avenue H aka 430 Walnut St, 369 Locust Street, Columbia, PA 17512
Parcel #: 110-18115-0-0000 & 110-11229-0-0000

PARCEL NO. 1 (known as 423 Avenue H, Columbia, PA 17512):**TRACT 1:**

PURPART 1: ALL THAT CERTAIN lot of ground formerly known as 424 Walnut Street, situate on the south side of Walnut Street between North Fourth and North Fifth Streets in Columbia Borough, Lancaster County, Pennsylvania, and bounded and described as follows:

COMMENCING at a point in the south line of Walnut Street, 176.9 feet east of the southeast corner of North Fourth and Walnut Streets; and extending in an eastwardly direction along the south line of Walnut Street, in width in front, 28 feet; and extending in depth in a southwardly direction, uniform in width and parallel with the east line of North Fourth Street, 113.11 feet.

BOUNDED on the north by Walnut Street; on the south and east by property formerly of Vashlu Corporation; and on the west by property now or formerly of Helen F. Millar.

PURPART 2: ALL THAT CERTAIN lot of ground formerly known as 426 Walnut Street, situate on the south side of Walnut Street between North Fourth and North Fifth Streets in Columbia Borough, Lancaster County, Pennsylvania, and bounded and described as follows:

MEASURING in width in front on Walnut Street, 22 feet; and extending in depth southwardly, of a uniform width, 110 feet, more or less, to property formerly of Vashlu Corporation.

PURPART 3: ALL THAT CERTAIN lot of ground formerly known as 446 Walnut Street, situate on the south side of Walnut Street between North Fourth and North Fifth Streets in Columbia Borough, Lancaster County, Pennsylvania, and bounded and described as follows:

BEGINNING at a point in the south line of Walnut Street, 210 feet west of the southwest corner of North Fifth and Walnut Streets; and extending in a westwardly direction along the south line of Walnut Street, in width in front, 22 feet; and extending in depth in a southwardly direction, uniform in width and substantially parallel with North Fifth Street, 196 feet to the north line of Avenue H.

BOUNDED on the north by Walnut Street; on the south by Avenue H; on the east by property now or formerly of John Wasche; and on the west by property now or formerly of Mary K. Brown and Stella G. Fleisher and property now or formerly of Maude L. Shannon.

PURPART 4: ALL THAT CERTAIN lot of ground with a three-story brick factory building and other improvements thereon erected, situate on the north side of Avenue H between North Fourth and North Fifth Streets in Columbia Borough, Lancaster County, Pennsylvania, and bounded and described as follows:

BEGINNING at a point in the north line of Avenue H, 124 feet east of the intersection of the north line of Avenue H and the east line of North Fourth Street; thence North 33 degrees 51 minutes West, 44.00 feet to a point in line of property formerly of Vashlu Corporation; thence by the same, North 56 degrees 15 minutes East, 140.00 feet to a point in line of property now or formerly of Christian Swarr; thence South 33 degrees 45 minutes East, 44.29 feet to a point in the north line of Avenue H; thence by the north line of Avenue H, South 56 degrees 22 minutes West, 139.87 feet to a point, the place of BEGINNING.

TRACT 2:

ALL THAT CERTAIN lot of ground situate on the south side of Walnut Street between North Fourth and North Fifth Streets in Columbia Borough, Lancaster County, Pennsylvania, and bounded and described as follows:

BEGINNING at a point in the south line of Walnut Street, 270.06 feet west of the intersection of the south line of Walnut Street with the west line of North Fifth Street; thence North 56 degrees 22 minutes East, 37.8 feet to a point; thence south along property formerly of Christian Swarr, South 33 degrees 45 minutes East, 151.7 feet to a point in line of property formerly of Janet Varian, et al; thence by said property, South 56 degrees 15 minutes West, 140.0 feet to a point; thence North 33 degrees 51 minutes West, 39.7 feet to a point in line of property formerly of Norman Hartman; thence North 56 degrees 22 minutes East, 52.3 feet to a point; thence South 33 degrees 38 minutes East, 0.83 feet to a point; thence North 56 degrees 22 minutes East, 50.0 feet to a point; thence by property formerly of Margaret Hogentogler, North 33 degrees 45 minutes West, 113.11 feet to a point in the south line of Walnut Street, the place of BEGINNING.

PARCEL NO. 2 (known as 369 Locust Street, Columbia, PA 17512):

ALL THAT CERTAIN lot or tract of land known as 369 Locust Street, having thereon erected a three-story brick bank building, situate at the northwest corner of Fourth and Locust Streets in the Borough of Columbia, Lancaster County, Pennsylvania, as shown on a plan prepared by Huth Engineers, Inc., dated December 4, 1970 (Drawing AB-1583), said lot being more fully bounded and described as follows:

BEGINNING at the intersection of the west line of Fourth Street (60 feet wide) and the north line of Locust Street (66 feet wide); thence along the north line of Locust Street, South 55 degrees 26

minutes West, a distance of 54.52 feet to a point, a corner of land now or late of E. Richard McClain; thence along the same, North 34 degrees 45 minutes West, a distance of 110.05 feet to a nail on the south line of a 12.57-foot wide common alley; thence along the same, North 55 degrees 28 minutes East, a distance of 54.52 feet to an "X"-cut in the concrete on the west line of Fourth Street; thence along the same, South 34 degrees 45 minutes East, a distance of 110.02 feet to a point, the place of BEGINNING.