

DEED

**REDEVELOPMENT AUTHORITY OF THE
CITY OF PHILADELPHIA**

a body politic and corporate of the
Commonwealth of Pennsylvania

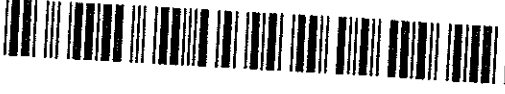
**TO: FRIENDS OF ORIANNA HILL PARK, INC.,
A PENNSYLVANIA NON-PROFIT CORPORATION**

PREMISES: 901-13 NORTH ORIANNA STREET, (LOT)

Philadelphia, Pennsylvania

5th WARD

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1234 Market Street, Philadelphia, PA**



City of Philadelphia Department of Records

RECORDING INFORMATION SUMMARY (RIS)

The information provided by you will be relied upon by the Department of Records for examination and indexing purposes. If there is any conflict between the RIS and the attached document, the information on the RIS shall prevail for examination and indexing purposes.

RETURN DOCUMENT TO:	
Name:	Redevelopment Authority of The City of Philadelphia
Address:	1234 Market Street, 16th Floor Philadelphia, PA 19107 (215)209-8681
Telephone:	(215)209-8681

1. Type of Document:

<input checked="" type="checkbox"/> Deed	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Lease/Memorandum of Lease
<input type="checkbox"/> Sheriff's Deed	<input type="checkbox"/> Release of Mortgage	<input type="checkbox"/> Assignment of Lease & Rent
<input type="checkbox"/> Deed of Condemnation	<input type="checkbox"/> Assignment of Mortgage	<input type="checkbox"/> Easement
<input type="checkbox"/> Other Deed	<input type="checkbox"/> Satisfaction of Mortgage	<input type="checkbox"/> Other _____ (specify)

2. Date of Document: 9 / 14 / 2000
month day year

3. Grantor/Mortgagor/Assignor/Lessor/ (a.) Redevelopment Authority of The City of Philadelphia
 Other: _____ (b.) _____
(Last Name, First Name, Middle Initial)
 Additional names on Continuation Page of RIS

4. Grantee/Mortgagee/Assignee/Lessee/ (a.) Friends of Orianna Hill Park, Inc.
 Other: _____ (b.) _____
(Last Name, First Name, Middle Initial)
 Additional names on Continuation Page of RIS

5. Property Address:

(a.) House No. & Street Name: 901-13 N. Orianna Street
 Condo Name(if applicable): _____ Unit # _____ Philadelphia, PA Zip Code: _____
 BRT Account # (optional): _____ Parcel Identification Number (PIN) (optional): _____
 Additional addresses on Continuation Page of RIS


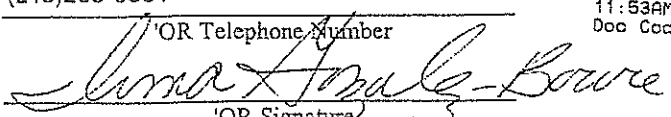
6. Grantee's Mailing Address (Deed Only):
 (If Grantee is at a different address than the Property Address listed in Section 6, complete this section.)
 Grantee or Designee Name: Friends of Orianna Hill Park, Inc.
 House No. & Street Name: 833 N. 5th Street
 City: Philadelphia State: PA Zip Code: 19123

7. Recording Information to be Referenced. Mortgage to be released/satisfied/assigned/modified:

(a.) Name of Original Mortgagee: _____ Recorder's Index Information of Original Mortgage: _____
 Recording Date of Original Mortgage: _____ / _____ / _____
month day year Initials, Book and Page or Doc. ID# _____
 Additional references on Continuation Page of RIS

8. Optional Information

Consolidation Subdivision

Redevelopment Authority of The City of Phila.  **50194181**
'OR Name (KAKUDE LABEL)
 (215)209-8681 01/04/2001 11:53AM
'OR Telephone Number Doc Id: 50194181
 Receipt #: 66837
'OR Signature Doc Code: 0 Local RTT: 0.00
Commissioner of Records, City of Philadelphia

6
This Indenture Made this 14th
day of *September* in the year of our Lord Two Thousand (2000).

***Between* REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA,**
a body politic and corporate of the Commonwealth of Pennsylvania, party of the
first part, hereinafter called the Grantor, and **FRIENDS OF ORIANNA HILL
PARK, INC., A PENNSYLVANIA NON-PROFIT CORPORATION,** party
of the second part, hereinafter called the Grantee,

6
Witnesseth, That the said Grantor for and in consideration of the sum of
ONE DOLLAR (\$1.00) lawful money of the United States of America, unto it
well and truly paid by the said Grantee at and before the sealing and delivery of
these presents, the receipt whereof is hereby acknowledged, hath granted,
bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents
doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said **Grantee,**
its **Successors and Assigns.**



PREMISES

ALL THAT CERTAIN lot or piece of ground, in the 5th Ward, of the City of Philadelphia.

BEGINNING at the point of intersection formed by the Easterly side of Orianna Street (40 feet wide) and the Northeasterly side of Poplar Street (33 feet wide); thence extending Northwardly along the said Easterly side of Orianna Street, the distance of One Hundred Thirteen Feet Two and Five-eighths inches to a point; thence extending Eastwardly along a line at right angles to Third Street, the distance of One Hundred Feet Four and Five-eighths inches to a point; thence extending Northwardly along a line parallel with Third Street the distance of Thirty-six feet 0 inches to a point; thence extending Eastwardly along a line at right angles to Third Street the distance of One Hundred Six Feet to a point on the Westerly side of Third Street (50 feet wide); thence extending Southwardly along the said Westerly side of Third Street the distance of Ninety feet 0 inches to a point; thence extending Westwardly along a line at right angles to Third Street, the distance of One Hundred Thirty-three feet Ten and five-eighths inches to a point; thence extending Southwardly the distance of Eighty-five feet Eleven and one-eighth inches to a point on the said Northeasterly side of Poplar Street; thence extending Northwestwardly along the said Northeasterly side of Poplar Street the distance of Sixty-eight feet Seven and One-half inches to the first mentioned point and place of beginning.

BEING ASSESSED AS NOS. 901-13 N. Orianna Street



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BEING the same premises which the City of Philadelphia by Deed dated

September 14, 2000 and

recorded in the Department of Records in and for the City of Philadelphia on

October 12, 2000

in Document No.

50152838.

etc.,

granted and conveyed unto the Redevelopment Authority of the City of Philadelphia.

AND the Commissioner of Public Property is authorized, pursuant to provisions of

Chapter 16-400 of the Philadelphia Code, to accept title to real estate, under certain

terms and conditions.

AND the Commissioner of Public Property is authorized in accordance with provisions

of Chapter 16-400 Section 16-405 of the Philadelphia Code, to transfer title to certain

property or ground to the Redevelopment Authority of the City of Philadelphia, with

or without consideration, under certain terms and conditions.



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Together with all and singular the buildings & improvements, Streets, Alleys, Passages, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the estate, right, title interest, property, claim and demand whatsoever, of it, the said Grantor in law, equity, or otherwise, howsoever, of, in, and to the same and every part thereof,

To have and to hold the said lot or piece of ground with the buildings and improvements thereon, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its Successors and Assigns, to and for the only proper use and behoof of the said Grantee, its Successors and Assigns forever.

PROVIDED, however, that the hereinabove described premises is herein conveyed subject to the following express conditions:

Grantee agrees for itself, its Successors and Assigns, to or of the property or ground or any part or portion thereof, that the said Grantee shall require its Successors and Assigns to:

- A. Develop and use the hereinabove described premises in conformity with the Comprehensive Land Use Plan of the City of Philadelphia.
- B. Undertake and complete the rehabilitation and/or improvement of the hereinabove described premises within one (1) year of date hereof in conformity with the Building, Electrical, Fire, Housing, Plumbing and Zoning Codes of the City of Philadelphia and regulations promulgated thereunder, unless said time is otherwise extended as provided for in Chapter 16-400 of the Philadelphia Code.
- C. Neither offer for sale nor sell the hereinabove described premises or any portion thereof at any time during the six (6) year period commencing from the date hereof at a price greater than fifteen percent (15%) over and above the sum of the cost of the Property and the initial cost of the rehabilitation and/or improvement of the property.



IT is understood and agreed between Grantor and Grantee herein that this Indenture is made upon the express condition that title to the hereinabove described premises is conditional upon compliance with the aforementioned conditions and that failure of compliance with those conditions will cause title to the premises or portion of the premises hereinabove described to revert to the ownership of the City of Philadelphia, its Successors or Assigns, automatically, upon written notice that such failure exists and Grantee fails to remedy same within thirty (30) days, without any conveyance thereof being required.

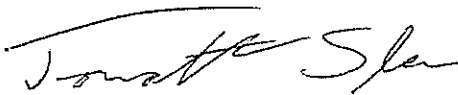


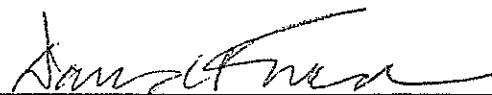
IT is further expressly understood and agreed between Grantor and Grantee herein, in the event that title to the hereinabove described premises reverts to the City of Philadelphia, its successors or assigns, for failure of Grantee to comply with the aforementioned conditions, that Grantee forfeits any and all equitable and/or legal claims or interests in the hereinabove described premises as a result of renovations or improvements thereto or by reason of any other matter or thing done or not done by Grantee.

AND the Commissioner of Public Property of the City of Philadelphia, upon the favorable recommendation and certification of its Vacant Property Review Committee, is authorized to execute and deliver to the Grantee herein, or its Successors or Assigns, as the case may be, a certificate in recordable form, without consideration, acknowledging compliance with those conditions of title not otherwise expiring by the running of time.

The undersigned party accepts and approves the above covenant.

Title of Company: FRIENDS OF ORIANNA HILL PARK, INC.

By:  JONATHAN SHER

Attest:  David F. Wieck



The Grantee herein, for good and valuable consideration received including but not limited to conveyance by the Grantor herein to said Grantee of certain rights and interests with respect to or in the parcel of land with improvements thereon (the "Property") known as 901-13 North Orianna Street, (LOT), Philadelphia County, Pennsylvania, hereby:

1. Agrees that said Grantee is purchasing the Property in its present "as is" condition;

2. Acknowledges the Grantor's representation that said Grantor has not inspected the Property, has made no representations or warranties with respect to the Property, nor as to any surface, subsurface, structural, environmental, physical or other condition thereon, including but not limited to the presence of hazardous substances and any contamination of the Property or any portion thereon, or upon any adjoining land or improvements, and that the Grantor is not and shall not at any time or under any circumstances be responsible in whole or in part for any of such conditions or for the cure, remedy or removal thereof;

3. Agrees that in the event that any person, persons or legal entity(s) of any kind who have acquired or at any time hereafter may acquire any interest in the Property shall make any demand(s) or claim(s) or institute legal or other proceedings against the Grantor, or join the Grantor in any legal or other proceedings, the Grantee will indemnify and hold the Grantor harmless from any and all such demands, claims, liabilities, judgments, awards, fines and penalties, whether arising by judicial or administrative decision, determination or action, or by order, fine or otherwise; which indemnification shall include all legal, professional and consulting fees, costs and expenses incurred by the Grantor in defending such proceedings; and which indemnification shall be paid to the Grantor as incurred thereby, upon presentation of invoices therefore released and discharged from any and all liabilities, duties and obligations of every kind and nature whatsoever, excepting only such liabilities, duties and obligations, if any, expressly agreed to and assumed in writing by the Grantor;



4. Agrees that this Agreement shall be legally binding upon the Grantee and said Grantee's heirs, successors, administrators, executors and assigns; shall run with the land, may be recorded by the Grantor, and shall be legally binding upon all successors in interest to the Grantee; shall survive any settlement and closing with respect to any transfer at any time present and hereafter, of any interest in the Property by the Grantee or by the Grantor; and, contains the entire understanding and agreement between the Grantee and the Grantor.

IN WITNESS WHEREOF, the Grantee expressly intending to be legally bound hereby, has entered into and executed this Agreement of Acknowledgment, Indemnification and Release, the day and year first above written.

TITLE: FRIENDS OF ORIANNA HILL PARK, INC.

BY: *Jonathan Sher* JONATHAN SHER
(SEAL)

ATTEST: *David F. Wick* David F. Wick
(SEAL)

AND the said Grantor, for itself, its successors and Assigns, DOTH by these presents, covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor, its successors all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and Assigns, against it the said Grantor, its successors and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under it, them, or any of them, shall and will, SUBJECT as aforesaid,

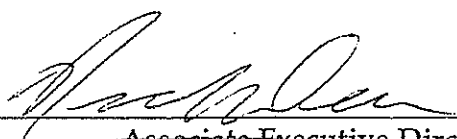
WARRANT and forever DEFEND.

In Witness Whereof, REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA has caused these presents to be executed and its common or corporate seal duly attested to be hereunto affixed the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US: REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA

BY: 
Executive Director

ATTEST: 
~~Associate Executive Director~~

The Address of the Grantee is:

833 N. 5th Street

Philadelphia, PA 19123

Approved as to form and in accordance with
Redevelopment Authority Resolution

16,428 adopted MAY 9th, 2000

 AGENT



Received, the day of the date of the above Indenture, of the above-named

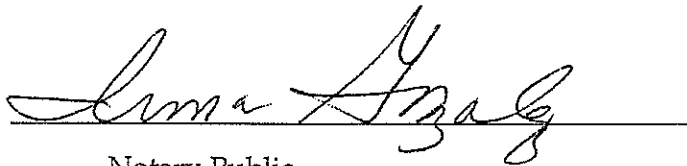
Commonwealth of Pennsylvania }

} SS:

County of Philadelphia }

On this, the 14th day of September 2000, before me,
A Notary Public for the Commonwealth of Pennsylvania residing in the City and County of
Philadelphia the undersigned Officer, personally appeared, HERBERT E. WETZEL, who
acknowledged himself to be the Executive Director of the Redevelopment Authority of the City
of Philadelphia, a corporation, and that he as such Executive Director, being authorized to do
so, executed the foregoing instrument for the purposes therein contained by signing the name
of the corporation by himself as Executive Director.

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



Notary Public

Notarial Seal
Irma Gonzalez, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Apr. 29, 2002

Recorded in the Office for Recording of Deeds in and for in

Deed Book No. page & c.

Witness, my hand and seal of Office this day of

Anno Domini 20





PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO.	PAGE NO.
DATE RECORDED	
CITY TAX PAID	

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

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

NAME THE REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA	TELEPHONE NUMBER: AREA CODE (215) 209-8681
STREET ADDRESS 1234 MARKET STREET - 16TH FLOOR,	CITY PHILADELPHIA
STATE PENNSYLVANIA	ZIP CODE 19107

B. TRANSFER DATA

GRANTOR(S)/LESSOR(S) THE REDEVELOPMENT AUTHORITY OF THE CITY OF PHILADELPHIA	DATE OF ACCEPTANCE OF DOCUMENT
STREET ADDRESS 1234 MARKET STREET - 16TH FLOOR	GRANTEE(S)/LESSEE(S) FRIENDS OF ORIANNA HILL PARK, INC.
CITY PHILADELPHIA,	STATE PA
STATE PENNSYLVANIA	ZIP CODE 19107
CITY PHILADELPHIA,	STATE PA
STATE PENNSYLVANIA	ZIP CODE 19123-2118

C. PROPERTY LOCATION

STREET ADDRESS 901-13-NORTH ORIANNA STREET, (LOT)	CITY, TOWNSHIP, BOROUGH PHILADELPHIA
COUNTY PHILADELPHIA	SCHOOL DISTRICT PHILADELPHIA
	TAX PARCEL NUMBER 6N15 90

D. VALUATION DATA

1. ACTUAL CASH CONSIDERATION \$ 1.00	2. OTHER CONSIDERATION + - 0 -	3. TOTAL CONSIDERATION = \$ 1.00
4. COUNTY ASSESSED VALUE \$ 50,880.00	5. COMMON LEVEL RATIO FACTOR x 3.43	6. FAIR MARKET VALUE = \$ 174,518.40

E. EXEMPTION DATA

1A. AMOUNT OF EXEMPTION ALL	1B. PERCENTAGE OF INTEREST CONVEYED
---------------------------------------	-------------------------------------

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (NAME OF DECEDENT)
- Transfer to Industrial Development Agency.
- Transfer to agent or straw party. (Attach copy of agency/straw party agreement).
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____.
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed).
- Corrective deed (Attach copy of the prior deed).
- Other (Please explain exemption claimed, if other than listed above.) City Council Bill No. 146 - Approved in #19-1405 Excluded Transactions. The tax imposed by Section 19-1403 shall not be imposed upon: (22) A transfer for no or nominal actual consideration of property conveyed pursuant to the provisions of Chapter 16-400 of the Philadelphia Code.

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

NAME OF CORRESPONDENT OR RESPONSIBLE PARTY <i>[Signature]</i>	DATE 9-14-00
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