

THIS INDENTURE Made this *13th*
day of *November* in the year of our Lord Two Thousand One (2001)

Between the Redevelopment Authority of the City of Philadelphia, a body politic and corporate of the Commonwealth of Pennsylvania, hereinafter referred to as the Grantor(s), party of the first part

AND

Saint Ignatius Nursing Home, a Pennsylvania Non-Profit Corporation, hereinafter referred to as the Grantee(s), party of the second part

Witnesseth, That the said Grantor,

for and in consideration
of the sum of Two Dollars (\$2.00) 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, has conveyed, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee(s), its successors and Assigns.

WEST MILL CREEK URA

Disposition Parcel #61B *(Revised)*

ALL THAT CERTAIN lot or piece of ground located in the 6th Ward of the City of Philadelphia with the buildings and improvements thereon erected being described as follows:

BEGINNING at a point of intersection of the northeasterly side of 46th Street (60' wide) and the southeasterly side of Fairmount Avenue (60' wide);

THENCE extending Northeastward along the southeasterly side of said Fairmount Avenue the distance of 243'-5" to a point;

THENCE extending S. 03° 42'-30" E. at right angles to Fairmount Avenue 249'-0" to a point;

THENCE extending S. 86° 17'-30" W. along a line parallel with said Fairmount Avenue the distance of 243'-5" to the northeasterly side of 46th Street;

THENCE extending N. 03° 42'-30" W. along the northeasterly side of 46th Street a distance of 249'-0" to the first mentioned point and place of beginning.

CONTAINING IN AREA: 60,611 Sq. Ft. or 1.3914 Acres

WEST MILL CREEK URA

Disposition Parcel #61C (Revised)

ALL THAT CERTAIN lot or piece of ground located in the 6th Ward of the City of Philadelphia with the buildings and improvements thereon erected being described as follows:

BEGINNING at a point of intersection of the southwesterly side of 44th Street (60' wide) and the southeasterly side of Fairmount Avenue (60' wide);

THENCE extending Southeastward along the southwesterly side of said 44th Street the distance of 295'-0" to a point;

THENCE extending S. 86° 17'-30" W. parallel with Fairmount Avenue 74'-5" to a point;

THENCE extending S. 03° 42'-30" E. along a line at right angles to said Fairmount Avenue a distance of 85'-0" to a point on the centerline of former Wallace Street (50' wide, Stricken and Vacated, R.O.W. retained for Drainage purposes);

THENCE extending S. 86° 17'-30" W. along the said centerline of former Wallace Street a distance of 218'-7" to a point;

THENCE extending N. 03° 42'-30" W. along a line at right angles to Fairmount Avenue the distance of 131'-0" to a point;

THENCE extending S. 86° 17'-30" W. parallel with Fairmount Avenue 83'-7" to a point;

THENCE extending N. 03° 42'-30" W. along a line at right angles to said Fairmount Avenue a distance of 249'-0" to the southerly side of said Fairmount Avenue;

THENCE extending Northeastward along the southeasterly side of Fairmount Avenue 376'-7" to the first mentioned point and place of beginning.

CONTAINING IN AREA: 125,827 Sq. Ft. or 2.8886 Acres

Not to be used for Title or Construction purposes

TOGETHER with all and singular the buildings and 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, title, right, 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 with the Hereditaments and Premises hereby granted, or mentioned unto the Grantee(s), its successors and Assigns, To and for the only proper use and behoof of the said Grantee(s), its successors and Assigns forever.

UNDER AND SUBJECT to the following covenants which shall be deemed as covenants

running with the land:

(1) That no person shall be deprived of the right to live in the premises, or to use any of the facilities therein, by reason of race, color, creed, religion, sex, sexual orientation, disability or national origin.

(2) That there shall be no discrimination in the use, sale or lease of any part of the premises against any person because of race, color, creed, religion, sex, sexual orientation, disability or national origin.

(3) That all advertising, including signs, for sale or rental of the whole or any part of the premises shall include the legend "An Open Occupancy Building" in type or lettering of easily legible size and design. The word "Project" or "Development" may be substituted for the "Building" where circumstances require such substitution.

(4) That these agreements and covenants shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, to the fullest extent permitted by law and equity, inure to the benefit of and be enforceable by the Authority, the City any successor in interest to the Grantee of the premises or any part thereof, the owner of any other land, or any interest in such land, in the Urban Renewal Area which is subject to the land use requirements and restrictions of the Plan and the United States, and against the Grantee, its successors and assigns and any party in possession or occupancy of the premises or any part thereof. Moreover, the Authority and the United States shall be deemed beneficiaries of the provisions of this paragraph both for and in their own respective rights and also for the purposes of protecting the interest of the community and the other beneficiaries thereof. The provisions of this paragraph shall run in favor of the Authority and the United States for the entire period during which such provisions shall be in force and effect, without regard to whether the Authority or the United States has been or is an owner of any land or interest therein to or in favor of which such provisions relate. The Authority and the United States shall have the right, in the event of a breach of any provision hereof, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the said provisions to which it or any other beneficiaries may be entitled.

- (5) To devote the land in the Project Area to the uses specified therefore in the Redevelopment Plan sometimes known as the "Urban Renewal Plan" to use said land for the purposes specified in said Plan and not to devote said land or any part thereof to any other use or use the same for any other purpose, or contrary to any of the limitations or requirements of said Plan, which covenant shall cease and determine at the expiration of Twenty-five years from date of settlement.

The term Urban Renewal Plan as used in these presents means the Urban Renewal Plan for the West Philadelphia Redevelopment Area, West Mill Creek Urban Renewal Area dated March 1, 1963, and approved by the Council of the City of Philadelphia and thereafter amended.

- (6) The provisions of Paragraphs 3 and 5 hereof shall remain in effect until and only until 11/13/ 2026 . The provisions of Paragraphs 1 and 2 hereof shall be perpetual.

None of the provisions of that certain Agreement between the Redevelopment Authority of the City of Philadelphia and the Grantees herein, dated as referred to by Memorandum of Redevelopment Agreement dated which is intended to be recorded in the Department of Records in and for the City of Philadelphia, shall be or be deemed to be merged into this Deed or shall be or be deemed to be affected or impaired by the execution of this Deed.

The Grantees herein, for good and valuable consideration received including but not limited to conveyance by the Grantees of certain rights and interests with respect or in the parcel of land with improvements thereon (the "Property") known as , Parcels No 61-B Revised SEC 46th & Fairmount Avenue and Parcel 61C Revised – SWC 44th Street and Fairmount Avenue, 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 he 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 thereof, 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 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 related to environmental contamination caused by Grantee or arising out of conditions occurring during Grantee's ownership or use of the premises whether arising by judicial or administrative decision, determination or action, or by order, fine or otherwise; which indemnification shall include all reasonable legal, professional and consulting fees, cost and expenses incurred by the Grantor in defending such proceedings; which shall be paid to the Grantor as incurred thereby within thirty (30) days after presentation of invoices. The Grantor shall, therefore, be 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, administrator, 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, or 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.

AND THE SAID Grantor, for itself, and its successors
DO 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 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.

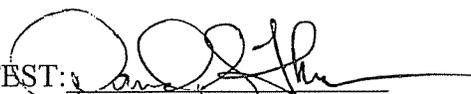
IN WITNESS WHEREOF THE SAID PARTY OF THE FIRST PART HAS CAUSED THESE
PRESENTS TO BE DULY EXECUTED AND ITS COMMON OR CORPORATE SEAL DULY
ATTESTED TO BE HEREUNTO AFFIXED THE DAY AND YEAR FIRST ABOVE
WRITTEN

SEALED AND DELIVERED

REDEVELOPMENT AUTHORITY OF
THE CITY OF PHILADELPHIA

IN THE PRESENCE OF US:

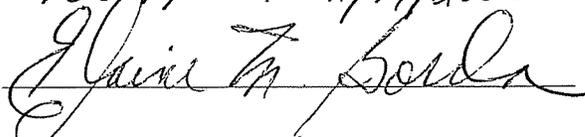
BY: 
Herbert E. Wetzel, Executive Director

ATTEST: 
David S. Thomas, Assistant Executive Director

The Address of the Grantee is:

4401 Haverford Ave
Phila, PA. 19104

APPROVED AS TO FORM AND IN ACCORDANCE
WITH REDEVELOPMENT AUTHORITY RESOLUTION
NO. 16577 adopted 11/14/2000



Commonwealth of Pennsylvania :
: SS
County of Philadelphia :

On this the *13th* day of *November*, 2001, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the City and County of Philadelphia, the undersigned Officer, personally appeared Herbert Wetzel, who acknowledges 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.

Elaine M. Borda
NOTARY PUBLIC

Notarial Seal
Elaine M. Borda, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Sept. 9, 2002