

Snyder County, Pennsylvania



COURT HOUSE
P.O. BOX 217
MIDDLEBURG, PA. 17842
Stacey L. Zerbe - Recorder of Deeds

Instrument Number - 201006508
Recorded On 11/30/2010 At 3:47:14 PM

Book - 879 Starting Page - 962
* Total Pages - 5

* Instrument Type - DEED
Invoice Number - 40761
* Grantor - DOWD, GREGORY P
* Grantee - FREDERICK, STEVEN D
User - SLZ
* Customer - THOMAS C CLARK

* FEES

STATE TRANSFER TAX	\$3,230.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE FEE	\$23.50
RECORDING FEES - RECORDER OF DEEDS	\$13.00
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
MIDD WEST SCHOOL	\$1,615.00
REALTY TAX	
PERRY TOWNSHIP	\$1,615.00
TOTAL PAID	\$6,502.00

RETURN DOCUMENT TO:

THOMAS C CLARK
431 EAST MAIN STREET
P O BOX 57
MIDDLEBURG, PA 17842

I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Snyder County, Pennsylvania



Stacey L. Zerbe
Stacey L. Zerbe
Recorder Of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

008EF4



DEED

THIS INDENTURE, MADE the 30th day of November, in the year two thousand ten (2010).

BETWEEN **GREGORY P. DOWD**, single man, of 2158 Buckwheat Valley Road, Mt. Pleasant Mills, Snyder County, Pennsylvania, **GRANTOR**, Party of the First Part;

- AND -

STEVEN D. FREDERICK and **GLENDA D. FREDERICK**, husband and wife, of 265 Klines Corner Road, Mertztown, Berks County, Pennsylvania, **GRANTEES** as tenants by the entireties, Parties of the Second Part,

WITNESSETH, that said party of the first part, for and in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, lawful money of the United States of America, well and truly paid by the said parties of the second part to the said party of the first part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey and confirm unto the said parties of the second part, as tenants by the entireties,

ALL that certain tract of land situate in the **Township of Perry**, County of Snyder and Commonwealth of Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin at the northeast corner of this and the northwest corner of Lot No. 6, now in tenure of Dale E. Smeltz; thence along land of Dale E. Smeltz and crossing a set iron pin at one thousand two hundred sixty-three and thirty-five hundredths (1,263.35) feet, South thirteen degrees twenty-six minutes fifty-seven seconds East (S. 13° 26' 57" E.) a total distance of one thousand two hundred eighty-eight and thirty-five hundredths (1,288.35) feet to a point in the centerline of S.R. 3004; thence along and through the centerline of S.R. 3004, South eighty-three degrees fifty-seven minutes fifty-two seconds West (S. 83° 57' 52" W.) a distance of one hundred ten (110) feet to a point in the centerline of said road; thence along same, South eighty-two degrees fifty-two minutes sixteen seconds West (S. 82° 52' 16" W.) a distance of two hundred eighty-one and seventy-six hundredths (281.76) feet to a point in the centerline; thence along land of Guy A. Bowersox, the following courses and distances: North five degrees fifty minutes thirty seconds West (N. 05° 50' 30" W.) and passing through a found axle at sixteen and sixty-two hundredths (16.62) feet, a total distance of one hundred ninety-one and forty-one hundredths (191.41) feet to a found iron pin; thence North fifteen degrees twenty-seven minutes thirty-nine seconds West (N. 15° 27' 39" W.) a distance of one hundred twenty-seven and eighty hundredths (127.80) feet to an iron pin; thence North thirty-two degrees five minutes forty-two seconds West (N. 32° 05' 42" W.) a distance of two hundred twenty-nine and ninety-five hundredths (229.95)

feet to an iron pin; thence North fifteen degrees one minute forty-nine seconds West (N. 15° 01' 49" W.) a distance of eight hundred eight (808) feet to an iron pin; thence along land of Steven L. Shadel, North eighty-eight degrees forty-one minutes forty-four seconds East (N. 88° 41' 44" E.) a distance of four hundred seventy-four and seventy-one hundredths (474.71) feet to an iron pin, the point and place of beginning. Containing Twelve and Sixty-Five Hundredths (12.65) Acres exclusive of the land included in the right-of-way of S.R. 3004, whereon is erected a one and one-half story frame dwelling and designated as Lot No. 5 of the Robert C. & Zana Jean Matthews subdivision by survey of A.J. Troxell, P.L.S., dated August 11, 1990, of record in Snyder County Map File No. 1847. (TM-P-4-58)

UNDER AND SUBJECT to the following restrictions:

1. These covenants shall be binding on the parties hereto for a term of twenty-five (25) years, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument signed by a majority of the then lot owners has been recorded in which these covenants are changed in whole or in part.
2. No building presently existing or now or hereafter to be erected shall be erected for or used as a public garage, manufacturing establishment, public store or for any offensive or malodorous occupation. Anything to the contrary notwithstanding, a portion of any dwelling erected may be used for a home occupation in which the person conducting the occupation is required to be licensed by the Commonwealth of Pennsylvania.
3. No single-wide or double-wide mobile homes shall be permitted to occupy a lot or any part thereof.
4. No unregistered vehicles allowed on the premises except those garaged.
5. No building may be erected within fifty (50) feet from the centerline of S.R. 3004.

BEING the same premises which Douglas A. Spigelmyer and Kimberly J. Spigelmyer, husband and wife, by their Deed dated December 14, 2001, and recorded December 14, 2001, in the Office of the Recorder of Deeds in and for Snyder County at Middleburg, Pennsylvania, in Record Book 415 starting at Page 420, granted and conveyed to Gregory P. Dowd, single man, the Grantor herein.

The actual consideration for this transaction is Three Hundred Twenty-Three Thousand (\$323,000.00 Dollars).

Grantor certifies that no hazardous waste within the meaning of the Solid Waste Management Act of 1980 is presently being disposed or has ever been disposed of by the Grantor or to the Grantor's actual knowledge in or upon the premises described hereinabove.

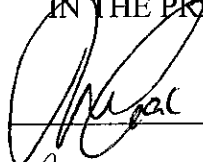
TOGETHER with all and singular the improvements, privileges, tenements, hereditaments and appurtenances whatsoever thereunto the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; AND, ALSO all the estate, right, title, interest, property, claim and demand whatsoever, both in law and equity, or otherwise howsoever, of the said party of the first part, of, in, to or out of the said premises, and every part and parcel thereof.

TO HAVE AND TO HOLD the said premises, with all and singular the appurtenances, unto the said parties of the second part, their heirs and assigns, to and for the only proper use and behoof of said parties of the second part, their heirs and assigns forever, as tenants by the entireties.


AND the said party of the first part, his heirs, executors, and administrators, does by these presents, covenant, grant and agree to and with the said parties of the second part, their heirs and assigns, that he the said party of the first part, his heirs, 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 parties of the second part, their heirs and assigns, against the said party of the first part and his heirs, and against all and every other person or persons, whomsoever, lawfully claiming or to claim the same or any part thereof, shall and will, by these presents, SPECIALLY WARRANT AND FOREVER DEFEND.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF



Bobbie A. Legle



GREGORY P. DOWD (SEAL)

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantees herein is as follows: 265 Klines Corner Road, Mertztown, Pennsylvania 19539.

Thomas C. Clark

Attorney or Agent for Grantees
NO TITLE SEARCH
NO TITLE INSURANCE ISSUED.

COMMONWEALTH OF PENNSYLVANIA:

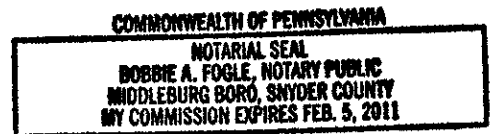
SS.

COUNTY OF SNYDER:

On this, the 30th day of November, 2010, before me a Notary Public, the undersigned officer, personally appeared Gregory P. Dowd, single man, 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.

Bobbie A. Fogle



DE\DOWD-G
BAF (TCC-13048)

LAW OFFICE OF
THOMAS C. CLARK, P.C.
A PROFESSIONAL CORPORATION
431 EAST MAIN STREET
P.O. BOX 57
MIDDLEBURG, PA 17842-0057
TELEPHONE (570) 837-0091
FAX (570) 837-1360