



i3 Scan Document Cover Page

Document ID: 22990



Document Type:	Special Warranty Deed Recorded (Orig)
Control Number:	HARBOUR TO ROCKTOP 000060-000003
Loan Package ID:	3,770
Location:	OFGI File Room - Cabinet 13 Zone Drawer 4
Client Name:	Colonial Impact Fund II
Job Name:	Rocktop 004
Job ID:	60
Loan Type:	Land Contract
Client Loan Number:	
Service Loan Number:	
Borrower Name:	COLON, JOHANNA

I hereby CERTIFY
that this document is
recorded in the office
of the Recorder of
Deeds in and for the
County of Schuylkill
and Commonwealth of
Pennsylvania

Ann Dudish
Ann Dudish
Recorder of Deeds

RECORD AND RETURN TO:
ORION FINANCIAL GROUP, INC.
2860 EXCHANGE BLVD #100
SOUTHLAKE, TX 76092

Recording Requested By:
Rocktop Partners I, LP
Reference Number

Prepared By/~~Return To~~
Rocktop Partners I, LP
701 Highlander Blvd., Ste. 200
Arlington, Texas 76015

APN: 68-13-148

Space Above This Line for Recorder's Use

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 6th day of November, 2014.

BETWEEN

HARBOUR PORTFOLIO VI, LP

ROCKTOP PARTNERS I, LP

CERTIFICATION OF PARCEL NUMBERS ONLY

DOES NOT CERTIFY CONTENTS
OF THIS DOCUMENT

SCHUYLKILL COUNTY ASSESSMENT BUREAU

(hereinafter called the Grantor), of the one part, and

(herein after called Grantee(s)), of the other part.

WITNESSETH, that the said Grantor for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)**, unto him and truly paid by the said Grantees, the receipt whereof is hereby acknowledged, does grant, bargain and sell, release and confirm unto the said Grantees

ALL THAT CERTAIN LOT AND IMPROVEMENT, ASSESSED AS UPI NO. 68-13-148, SITUATE AT 613 NORTH CENTRE STREET, IN THE CITY OF POTTSVILLE, COUNTY OF SCHUYLKILL, COMMONWEALTH OF PENNSYLVANIA, MORE FULLY DESCRIBED IN A DEED BY WHICH KENNETH R. FISHER AND MARY B. FISHER, HIS WIFE, GRANTED AND CONVEYED TO KENNETH R. FISHER, DATED AUGUST 5, 1996 AND RECORDED AUGUST 5, 1996, IN THE SCHUYLKILL COUNTY RECORDER OF DEEDS OFFICE IN DEED BOOK 1672 AT PAGE 191.

Orion Financial Group Inc.

TAX MAP OR PARCEL ID NO.: 68-13-148



PROPERTY COMMONLY KNOWN AS: 613 NORTH CENTRE STREET, POTTSVILLE, PA 17901
I, ROCKTOP PARTNERS

14087367

ROCKTOP/SWD/OPD

TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and

201500008971

Filed for Record in
SCHUYLKILL COUNTY, PA
ANN DUDISH, RECORDER OF DEEDS
07-14-2015 At 03:38 PM.

DEED 353.70

OR BK 2537 Page 784 - 787

201500008971
ORION FINANCIAL GROUP
SOUTHLAKE TX 76092

201500008971

Exempt Status - N

State Tax \$ 143.35

Local Tax \$ 143.35

\$ 71.67 POTTSVILLE CITY BOROUGH

\$ 71.68 POTTSVILLE AREA SCHOOL DISTRICT

BK2537PG0784

remainders, rents, issues, an profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors and assigns, to and for the only proper use and behoof of the said Grantees, their successors and assigns, forever.

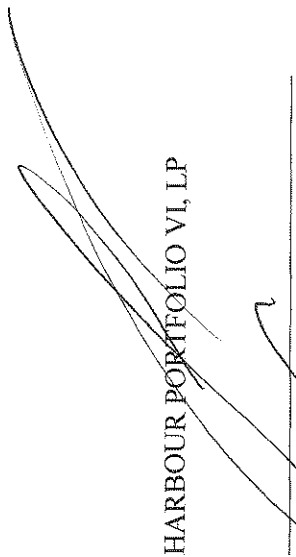
AND the said Grantor and his successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantees, their successors and assigns, that he, the said Grantor, and his successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their successors and assigns, against him, the said Grantor, and his successors and assigns, will warrant **specially** and defend against the lawful claims of persons claiming by, through or under the said Grantor but not otherwise.

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

SEALED AND DELIVERED
IN THE PRESENCE OF US:

Printed Name: _____

HARBOUR PORTFOLIO VI, LP


By: Charles A. Vose III
His: Manager and Authorized Agent

Acknowledgment

STATE OF TEXAS

}

} ss

COUNTY OF TARRANT

}

On November 6, 2014, before me Kaymen Maggioro, a Notary Public in and for said County and State, personally appeared Charles A. Vose III, as Manager and Authorized Agent of Harbour Portfolio VI, LP who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

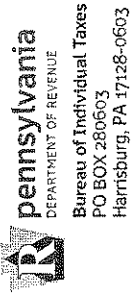
(SEAL)

Kaymen Maggioro
NOTARY SIGNATURE

My Commission Expires: May 9, 2016**Certificate of Residence**

The undersigned certifies that the precise residence and complete post office address of the Grantee is:
701 Highlander Blvd, Ste. 200, Arlington, TX 76015.
I do hereby certify that the Tax Bill Address of the within named grantee is Rocktop Partners I, LP, 701 Highlander Blvd. Suite 200, Arlington, TX 76015

K. Vose
On behalf of Grantee



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

State Tax Paid	RECORDER'S USE ONLY \$ 143.35
Book Number	2537
Page Number	784
Date Recorded	7-14-15

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

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

Name: **ORION FINANCIAL GROUP INC.** Telephone Number: **(817) 424-1175**

Mailing Address: **2860 EXCHANGE BLVD. #100** City: **SOUTHLAKE** State: **TX** ZIP Code: **76092**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **ROCKTOP PARTNERS I, LP**
Mailing Address: **701 Highlander Blvd. Suite 200**

8214 Westchester Drive, Suite 635
City: **DALLAS** State: **TX** ZIP Code: **75225** City: **ARLINGTON** State: **TX** ZIP Code: **76015**

D. REAL ESTATE LOCATION

Street Address: **613 N CENTRE ST** City, Township, Borough: **POTTSVILLE**

County: **SCHUYLKILL** School District: **POTTSVILLE** Tax Parcel Number: **68-13-0148.000**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration: **14,335.00** 2. Other Consideration: **+ 0.00** 3. Total Consideration: **= 14,335.00**
4. County Assessed Value: **55,950** 5. Common Level Ratio Factor: **X 2.24** 6. Fair Market Value: **= 125,328**

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: **0** 1b. Percentage of Grantor's Interest in Real Estate: **100 %** 1c. Percentage of Grantor's Interest Conveyed: **100 %**

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) **TRANSFER TAX TO BE PAID ON CONSIDERATION OF \$ 14,335.00**

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

Signature of Correspondent or Responsible Party: *m. and* Date: **4/8/15**

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



i3 Scan Document Cover Page

Document ID: 22420



Document Type:	Agreement for Deed (Orig)
Control Number:	UNRECORDED
Loan Package ID:	000060-000003
Location:	3,770
Client Name:	OFGI Staging Area (Intake)
Job Name:	Zone
Job ID:	60
Loan Type:	Land Contract
Client Loan Number:	
Service Loan Number:	
Borrower Name:	COLON, JOHANNA

Prepared By:
Harbour Portfolio VI, LP
P.O. Box 1996
Irmo, SC 29063
(803) 798-4666

Contract Expiration : **6/1/2041**
If payments are made in accordance
with the terms of this Agreement.

AGREEMENT FOR DEED **(Land Contract)**

THIS AGREEMENT FOR DEED is entered into on this 7 day of **June, 2011** between **Harbour Portfolio VI, LP** hereafter known as the "Seller" and **Johanna Colon** hereafter known as the "Purchaser".

WITNESSETH that if Purchaser shall first make the payments and perform the covenant(s) hereafter described:

1. **SELLER** hereby covenant(s) and agree(s) to convey and assure to the Purchaser and his/hers/their heirs, executors, administrators or assigns, in fee simple, clear of all encumbrances, by a good and sufficient deed, the lot and piece of land, situated at: **613 N Centre St**, in the County of **Schuykill**, the city of **Pottsville**, the State of **PA** and further known and described as follows, to-wit:

SEE Attachment "A" FOR LEGAL DESCRIPTION OF PROPERTY

2. **PURCHASER** hereby covenant(s) and agree(s) to pay to the Seller the sum of **Forty Thousand Seven Hundred Dollars** and no/cents, **(\$40,700.00)** in the manner as follows: **Nine Hundred Dollars** and no/cents, **(\$900.00)**;

THIS DOWN PAYMENT IS NON-REFUNDABLE J.C (initial)

has been paid (prior to the release of this contract) on **6/7/2011** and the remaining **Thirty Nine Thousand Eight Hundred Dollars** and no cents **(\$39,800.00)** shall be paid according to the terms of a "Promissory Note" of even date with interest at the rate of **Ten percent (10%)** per annum, payable monthly on the whole sum remaining from time to time unpaid;

3. **AND TO PAY ALL TAXES, assessments or impositions that may be legally levied or imposed upon said land and improvements and/or personal property as of the date of this Agreement for Deed (Land Contract).**

4. **AND TO KEEP THE BUILDINGS UPON SAID PREMISES INSURED BY SOME COMPANY SATISFACTORY TO THE SELLER**, and payable to the parties, respectively as their interest may appear in the sum not less than **Thirty Nine Thousand Eight Hundred Dollars** and no/cents **(\$39,800.00)** during the term of this agreement.

5. **AND IF ANY TAXES, INSURANCE OR OTHER ASSESSMENTS** are not paid then this agreement is in default, and **at the option of the Seller**, the seller can pay said taxes, insurance or other assessments and add the payments made plus up to **50%** of that payment as penalty to the principal balance due.

6. **THE SALE OF THE PROPERTY** (and the term "Property") shall include all buildings and improvements on the property and all rights, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, but no mineral interests.

IT IS MUTUALLY AGREED, by and between the parties hereto, that the Seller transfers the said property to the Purchaser in strictly **"AS IS"** condition **without any condition disclosure statement.** J.C (initial)

and the **Purchaser(s)** are solely responsible for bringing the building and premises to a habitable condition within a reasonable period of time not exceeding **Four months (4)**, and maintaining

the property in good state of repairs during the term of this agreement. Purchaser(s) may request an extension from the Seller by contacting prior to the four months deadline. The purchaser(s) agrees to keep the premises neat and orderly and not conduct or allow to be conducted any illegal or offensive activities which might constitute a nuisance.

7. **AND IN CASE OF FAILURE OF THE PURCHASER** to make any of the payments or any part thereof, or to perform any of the covenants hereby made and entered into, **or transfer of any ownership interest in this "Agreement"** by Purchaser, this contract, **at the option of the Seller**, may be forfeited and terminated, and the Purchaser shall forfeit all payments made by him/her/them on this contract; and such payments may be retained by the Seller in full satisfaction and liquidation of all damages sustained by them, and the premises aforesaid without being liable to any action therefore. And if agreement is placed with an attorney or other agent for collection by suit or otherwise due to default, Purchaser(s) will pay, on demand, any of said fees and related expenses that the Seller incurs. J.C. (initial)

8. **CONVERSION TO "MONTH TO MONTH" TENANCY**; upon the Seller exercising its right of termination as provided herein, all rights and interest hereby created and then existing in the Purchaser and in all claiming Lender(s), the Purchaser shall wholly cease and terminate, and the Purchaser shall be deemed a "month to month" tenant. The Purchaser now known as "Tenant", agrees to surrender the said property to the Seller without demand, peaceful possession of said property in as good condition as it is now. Reasonable wear and tear alone accepted within thirty (30) days after notice of termination. After termination by the Seller pursuant to this paragraph; J.C. (initial)

9. **THE PURCHASER SHALL** then pay rent in an amount equal to the principal and the interest payment, in addition to any other agreed upon monthly assessments stated herein and the Purchaser acknowledges that the **Seller can initiate an action to evict the Purchaser immediately**. In the event the Purchaser neglects or refuses to surrender such possession it shall be lawful for the Seller to enter upon and take possession of the said property without notice and remove all persons and their personal property. Seller may, at their own option, cause a written declaration to be recorded in the office of the Clerk of Court of Schuylkill County, to evidence the existence of his/hers/theirs election to terminate all rights hereunder in accordance herewith. Such declaration when so recorded shall be, as to all subsequent Purchasers or Tenants or encumbrances of the property or any part thereof, conclusive proof of default by the Purchaser and the Seller election to terminate all rights in the said property existing by reason of this agreement. All moneys paid by the Purchaser and all improvements constructed in or upon the said property shall be retained by the Seller as compensation for the use and occupancy thereof by the Purchaser, consideration for the execution of this Agreement and liquidation damages to the Seller for such default. The Seller in the event of default by the Purchaser, and both Parties hereto agree that these forfeitures are reasonable and are not intended as a penalty.

J.C. (initial)

10. **THE PURCHASER ACKNOWLEDGES** that upon termination of this agreement by the Seller and Purchaser becomes a "month to month" tenant with a monthly rent equal to Three Hundred Forty Nine Dollars & 27/100 (\$349.27).

11. **IT IS MUTUALLY AGREED**, by and between the Parties hereto, that the time of each payment is essential part of this contract and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of respective parties. **At the option of the Seller, Purchaser** further agrees to convert these documents to a Deed and Mortgage and provide the seller updated financial information. **And it is further understood that the Deed will exclude any and all mineral interests**. The purchaser also agrees that the seller has the right to sale his/her/their agreement or mortgage to another party.

(SELLERS SIGNATURE)

IN *WITNESS WHEREOF*, the Parties to these present have hereunto set their hands and seals the day and year first written above.

Erika Klaus

Witness

Print Name: Erika Klaus

Lauren Hall

Witness

Print Name: Lauren Hall

Harbour Portfolio VI, LP

By: _____

David W. Campbell, Manager

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Manager for Harbour Portfolio VI, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

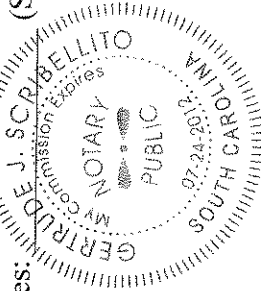
SWORN and subscribed before me on this

22 day of August, 2011

Lauren Hall
Notary's Signature

Notary Public for the State of **South Carolina**

My Commission Expires: _____ (Seal)



(PURCHASER SIGNATURES)
(Acct# 46004587)

Colon Israel
Witness
Print Name: Colon Israel

Johanna Colon
Johanna Colon

Israel Quinones
Witness
Print Name: Israel Quinones

(NOTARY SECTION)

STATE OF PA)
COUNTY OF Schuylkill)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Johanna Colon, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
14th day of June, 2011

Theresa M. Zolinsky
Notary's Signature
Notary Public for the State of PA
My Commission Expires: 5-12-13 (Seal)



PURCHASE MONEY NOTE

7 Day of June, 2011

\$39,800.00

FOR VALUE RECEIVED, the undersigned promises to pay to the order of Harbour Portfolio VI, LP or its assigns:

SEND PAYMENT TO: RECA Limited Partnership
P.O. Box 1996
Irmo, SC 29063

THE PRINCIPAL SUM of Thirty Nine Thousand Eight Hundred Dollars and no/cents (\$39,800.00) as follows:

BEARING INTEREST at the rate of Ten percent (10%) per annum from date hereof in monthly installments of Three Hundred Forty Nine Dollars & 27/100 (\$349.27) each **payment beginning the 1st day of each month** beginning on **July 1st, 2011** each payment shall be applied first to any late fees or other fees associated with this promissory note, then the accrued interest will be calculated from payment to payment on the unpaid principal balance at the rate of Ten percent (10%) the remainder thereof to the unpaid principal balance, and the entire remaining unpaid principal balance together with accrued interest to date shall become due and payable in full on the 1st day of **June**, in the year **2041** All payments not received on or before the 10th of the month will be subject to a 10% late fee. If a check is returned for ANY REASON a charge of \$ 30.00 will be applied.

THIS NOTE, is secured by an “**AGREEMENT FOR DEED**” on the following property:

Address: 613 N Centre St
City, State, Zip: Pottsville, PA, 17901
County: Schuylkill Tax Map: #

THE PURCHASER ALSO AGREES that the seller has the right to sale his/her/their agreement or mortgage to another party.

IT IS SPECIFICALLY AGREED that the makers hereof shall have the right of prepayment at any time without the penalty of additional interest so long as accrued interest on the unpaid principal is paid as herein provided.

AND THAT UPON FAILURE to make the payment or any part thereof, at the time when due, then the unpaid principal balance hereof plus interest shall, at the option of the holder of this note, at once becomes due and payable.

If this note is placed in the hands of an attorney for collection by suit or otherwise, I/We will pay, on demand, any attorney's fees and related expenses that the holder of this note incurs.

ALL PARTIES HERETO, makers, endorsers, sureties, Guarantors, or otherwise, severally waive protest, demand, presentment and notice of dishonor and the holder may grant extensions of the time of payment of this note, or a part thereof, without any release of liability as to parties secondarily liable, who hereby waive notice, as to such extension, and against whom recourse is, in such event, expressly reserved.

(PURCHASER SIGNATURES)
(Acct# 46004587)

Cesar Chuall
Witness

Print Name: Colon Israel

Johanna Colon
Johanna Colon

Israell Quinones
Witness

Print Name: Israel Quinones

(NOTARY SECTION)

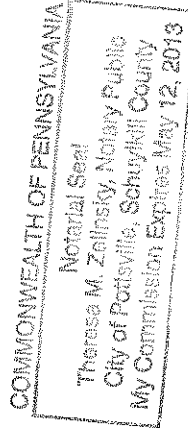
STATE OF PA)
COUNTY OF SCHUYLKILL)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Johanna Colon, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
14th day of June, 2011

Theresa M. Zollinsky
Notary's Signature
Notary Public for the State of PA
My Commission Expires: 5-12-13 (Seal)



ATTACHMENT “A” – LEGAL DESCRIPTION

THIS AGREEMENT is secured by the property listed below between Harbour Portfolio VI, LP,
and Johanna Colon:

Street Address: 613 N Centre St
Pottsville, PA, 17901

Description:

TMS: #

Initial J.C.

"CERTIFICATION"

I/WE, THE PURCHASER, hereby certify that I/We have been informed by the Seller that it is advisable when entering into an **"Agreement for Deed"** for real estate to obtain legal advice from an attorney. I/We the Purchaser have decided not to consult an attorney and I/We have made that decision outside the presence of the Seller. I/We further certify this **"Certification"** was *signed* outside the presence of Seller.

(PURCHASER SIGNATURES)
(Acct# 46004587)

Cath Colon

Witness

Print Name: Colon Israel

Johanna Colon

Johanna Colon

Israel Colon

Witness

Print Name: Israel Colon

(NOTARY SECTION)

STATE OF PA)

COUNTY OF Schuylkill)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Johanna Colon, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

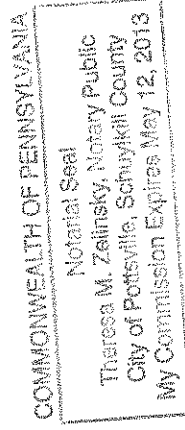
SWORN and subscribed before me on this
14th day of June, 2011

Theresa M. Zelinsky

Notary's Signature

Notary Public for the State of PA

My Commission Expires: 5-12-13 (Seal)



LEAD BASED PAINT RIDER

RIDER TO THE "AGREEMENT FOR DEED" dated the 7 day of June, 2011 between the *Purchaser* and *Seller* for the property located at: 613 N Centre St, Pottsville in the County of Schuylkill, State of PA

SELLER AND THE PURCHASER AGREE that the following additions and/or modifications are hereby made to the above referenced Contract:

1 – **AGREEMENT FOR DEED CONTINGENCY.** Pursuant to Federal Regulations, the provisions of this Rider must be satisfied before the Purchaser are obligated under this Agreement for Deed.

2 – **LEAD WARNING STATEMENT.** The Seller, as owners of an interest in residential real property of which a residential dwelling was built prior to 1978, are notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities; reduce intelligence quotient, behavioral problems, and impairing memory. Lead poisoning also poses a particular risk to pregnant women. The Seller, as owners of an interest in the residential real property, are required to provide any Purchaser with whom the Seller enter into an Agreement for Deed with any information on lead-based paint hazards from risk assessments or inspections in the possession of the Seller and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards in recommended prior to purchase.

3 – **LEAD HAZARD INFORMATION PAMPHLET.** Seller shall deliver to the Purchaser an EPA approved lead hazard information pamphlet (For example, Protect Your Family From Lead In Your Home). Intact lead-based that is in good condition is not necessarily a hazard.

4 – **SELLER'S DISCLOSURE.** (Check all applicable boxes)

(A) Presence of Lead-Based Paint and/or Lead Based Paint Hazards. (Check either (1) or (2) below)

— (1) **Hazards Known.** Attached hereto is a statement signed by Seller disclosing the presence of known lead-based paint and /or lead-based hazards at the Property, including but not limited to the basis of the determination that lead-based paint and /or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.

X (2) **Hazards Unknown.** Seller has no actual knowledge of the presence of lead-based and/or lead-based paint hazards at the property.

(B) Records and reports available to Seller. (Check either (1) or (2) below)

— (1) **Records Provided.** The following is a list of all records and/or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards at the property.

X (2) **No Records.** The Seller has no records or reports pertaining to lead-based paint hazard risk assessment or inspection.

5 – **RISK ASSESSMENT.**

(INITIAL either (A) OR (B) below)

J.C. (A) **PURCHASER** hereby waive/waives the opportunity to conduct a lead-based paint hazard risk assessment or inspection.

____ (B) **THIS CONTRACT IS CONTINGENT** upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards being obtained by the Purchaser at the expense of the Purchaser before 5:00 pm on the tenth calendar day after full execution of the Contract by all parties (the "Lead Paint Inspection Period"). If the results of such inspection are unacceptable to the Purchaser for any reason whatsoever, the Purchaser shall notify the Seller of the attorney of the Seller in writing within two business days after the end of the Lead Paint Inspection Period, together with a copy of the inspection and/or risk assessment report. In such case, either party may cancel the Contract upon written notice to the other party or the other party's attorney. A copy of such notice(s) should be delivered to the real estate brokers. If the notice of unacceptable results by the Purchaser's is not received by the Seller or the attorney of the Seller within two business days after the end of the Lead Paint Inspection Period, this Inspection contingency is deemed waived by the Purchaser. The definitions in Paragraph 1.B and C of Form 1.1 Contract Rider (1995) shall be used to determine whether or not the notice of unacceptable results by the Purchaser has/have been received by the Seller before the end of the Lead Paint Inspection Period. The Seller will cooperate with the inspection made by the Purchaser in such fashion as may be reasonably requested by the Purchaser. The Purchaser may remove this contingency at any time without cause.

6 – **ACKNOWLEDGEMENT BY THE PURCHASER.**

(INITIAL AND DATE EACH OF THE FOLLOWING)

Initial	Date	
<u>J.C.</u>	<u>6/14/11</u>	PURCHASER HAS/HAVE received copies of all information, records and/or reports set forth in Paragraph 4 of this Rider or attached to this contract.
<u>J.C.</u>	<u>6/14/11</u>	PURCHASER HAS/HAVE received an EPA approved lead hazard information pamphlet.
<u>J.C.</u>	<u>6/14/11</u>	PURCHASER HAS/HAVE received a 10-day opportunity (or mutual agreed upon period) or has/have waived the opportunity to conduct a risk assessment or inspection for the presence of and/or lead-based paint hazards.

7 – **CERTIFICATION OF ACCURACY.** The undersigned have reviewed the information above and certify to the best of their knowledge, that the statement they have provided is true and accurate.

(SELLER SIGNATURES)

SIGNED, sealed and delivered in the presence of:

Harbour Portfolio VI, LP

Erika Klaus
Witness

Print Name: Erika Klaus

Lauren Hall
Witness

Print Name: Lauren Hall

By: _____

David W. Campbell, Manager

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public, do hereby certify that David W. Campbell, Manager for Harbour Portfolio VI, LP, the seller, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

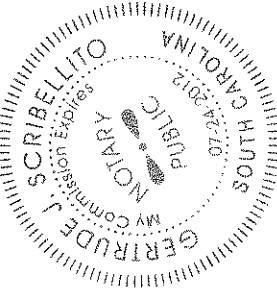
SWORN and subscribed before me on this

20 day of June 2011

David W. Campbell
Notary's Signature

Notary Public for the State of **South Carolina**

My Commission Expires: _____ (Seal)



(PURCHASER SIGNATURES)
(Acct# 46004587)

Colon Israel
Witness
Print Name: Colon Israel

Johanna Colon
Johanna Colon

Israel Quinones
Witness
Print Name: Israel Quinones

(NOTARY SECTION)

STATE OF PA)
)
COUNTY OF SCHUYLKILL)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, do hereby certify that the purchaser, Johanna Colon, herein appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN and subscribed before me on this
1st day of June, 2011

Theresa M. Zelinsky
Notary's Signature
Notary Public for the State of PA
My Commission Expires: 5-12-13 (Seal)



MOLD DISCLOSURE

Print Name(s) of Seller: Harbour Portfolio VI, LP

Print Name(s) of Buyer: Johanna Colon

Property Address: 613 N Centre St, Pottsville PA 17901

1. **Seller Disclosure.** To the best of Sellers' actual knowledge, Sellers represent:

- A. The Property described herein ____ has XX has not been previously tested for molds.
If answer to (A) is "has not," then skip (B) and (C) and go to Section 2.
If answer to (A) is "has" then complete (B) and (C).
- B. The molds found ____ were ____ were not identified as toxic molds.
- C. With regards to any molds that were found, measures ____ were ____ were not taken to remove those molds.

2. **Mold Inspections.** Molds, fungi, mildew and similar organisms may exist in the Property of which the Seller is unaware and has no actual knowledge. These contaminants generally grow in places where there is excessive moisture, such as where leakage may have occurred in roofs, pipes, walls and plant pots , or where there has been flooding. A professional home inspection may not disclose molds. Buyer, may wish to obtain an inspection specifically for molds to more fully determine the condition of the Property and its environmental status. Neither Sellers' agent nor Buyers' agents are experts in the field of mold. The Buyers are strongly encouraged to satisfy themselves as to the Property condition.

Buyers' Initials: JC J.C.

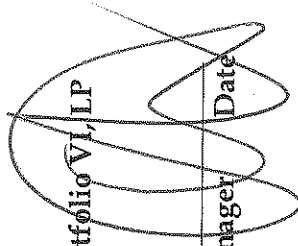
3. **Hold Harmless.** Buyers make the decision to purchase the Property independent of any representation of the Agents, Brokers or Attorneys involved in the transaction regarding mold. Accordingly, Buyers agree to indemnify and hold

(print names of Brokers, Designated Agents and Attorneys) harmless in the event any mold is present on the Property.

4. **Receipt of Copy.** Sellers and Buyers have read this Mold Disclosure, and by their signatures hereon acknowledge receipt of a copy thereof.

5. **Professional Advice.** Sellers and Buyers execute this Disclosure with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

SELLER(S): Harbour Portfolio VI, LP



David W. Campbell, Manager

Date

BUYER(S)

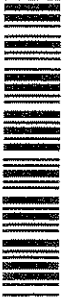
Johanna Colon 6/14/11
Johanna Colon Date

Carl Richard 6/14/11
Date



i3 Scan Document Cover Page

Document ID: 22421



Document Type:	Allonge (Orig)
Control Number:	HARBOUR TO ROCKTOP 000060-000003
Loan Package ID:	3,770
Location:	OFGI Staging Area (Intake) Zone
Client Name:	Colonial Impact Fund II
Job Name:	Rocktop 004
Job ID:	60
Loan Type:	Land Contract
Client Loan Number:	
Service Loan Number:	
Borrower Name:	COLON, JOHANNA

ALLONGE TO PROMISSORY NOTE

Original Loan Amount: \$39,800
Note Date: 6/7/2011
Borrower: Johanna Coln
Property address: 613 N CENTRE ST, POTTSVILLE, PA 17901

ASSIGNED BY Harbour Portfolio VI, LP, ("ASSIGNOR").
PAY TO THE ORDER OF RockTop Partners I, LP, ("ASSIGNEE").

WITHOUT RECOURSE

ENDORSEMENT

This Allonge to Promissory Note is dated effective as of November 6, 2014.

Dated: November 6, 2014

AUTHORIZED SIGNER OF ASSIGNOR:

By: _____

Printed Name: Charles A. Vose III

Title: Manager



i3 Scan Document Cover Page

Document ID: 22422



Document Type:	Allonge (Orig)
Control Number:	ROCKTOP TO COLONIAL
Loan Package ID:	000060-000003 3,770
Location:	OFGI Staging Area (Intake) Zone
Client Name:	Colonial Impact Fund II
Job Name:	Rocktop 004
Job ID:	60
Loan Type:	Land Contract
Client Loan Number:	
Service Loan Number:	
Borrower Name:	COLON, JOHANNA

ALLONGE TO PROMISSORY NOTE

Loan Number: PA004587
Original Loan Amount: \$39,800.00
Note Date: June 7, 2011
Borrower: Johanna Colon
Property address: 613 North Centre Street, Pottsville, PA 17901

ASSIGNED BY ROCKTOP PARTNERS I, LP, ("ASSIGNOR").

PAY TO THE ORDER OF COLONIAL IMPACT FUND-II, LLC, ("ASSIGNEE").

WITHOUT RECOURSE

ENDORSEMENT

AUTHORIZED SIGNER OF ASSIGNOR:

Rocktop Partners I, LP
Assignor

A handwritten signature in dark ink, appearing to read "Mike McClelland", is written over a horizontal line.

Printed Name: Mike McClelland
Its: Managing Director



i3 Scan Document Cover Page

Document ID: 22423



Document Type: Assignment of Land Contract Unrec (Orig)

HARBOUR TO ROCKTOP

Control Number: 000060-000003

Loan Package ID: 3,770

Location: OFGI Staging Area (Intake) Zone

Client Name: Colonial Impact Fund II

Job Name: Rocktop 004

Job ID: 60

Loan Type: Land Contract

Client Loan Number:

Service Loan Number:

Borrower Name: COLON, JOHANNA

RETURN TO:

Katharine Burkhalter, Attorney at Law retained by:
Orion Financial Group, Inc.
2860 Exchange Blvd. Suite 100
Southlake, TX 76092

**Assignment of Seller(s)'s
Interest in Contract For Sale and Purchase of Real Estate**

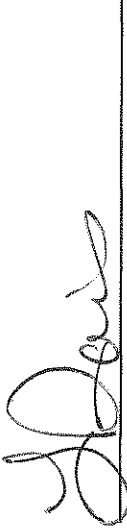
For a valuable consideration, receipt of which is acknowledged, the undersigned person(s) hereby sell(s), assign(s) and set(s) over to ROCKTOP PARTNERS I, LP located at 701 Highlander Blvd, Suite 200, Arlington, TX 76015, the assignee, a certain contract for sale and purchase of Real Estate recorded - in Instrument Book Page executed between HARBOUR PORTFOLIO VI, LP, as Seller, and **JOHANNA COLON** as Purchaser, for the sale of land and property situated in the county of Schuylkill and state of Pennsylvania described as: Parcel # Property Address: 613 N CENTRE ST POTTSVILLE, PA 17901

Dated: 01/14/2015

HARBOUR PORTFOLIO VI, LP

By: 

Michael E. Wileman, Attorney In Fact



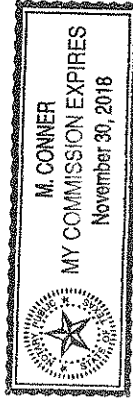
Witness: T. Davis



COLON KJA *14086915*

State of Texas County of Tarrant

On 01/14/2015, before me, the undersigned, Michael E. Wileman, who acknowledged that he/she is Attorney In Fact of/for for HARBOUR PORTFOLIO VI, LP, and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of HARBOUR PORTFOLIO VI, LP.





Notary public, M. Conner

My commission expires: November 30, 2018

PA Schuylkill

ROCKTOP/HAR/AOLC

004587



i3 Scan Document Cover Page

Document ID: 22424



Document Type: Assignment of Land Contract Unrec (Orig)

ROCKTOP TO COLONIAL

Control Number: 000060-000003

Loan Package ID: 3,770

Location: OFGI Staging Area (Intake) Zone

Client Name: Colonial Impact Fund II

Job Name: Rocktop 004

Job ID: 60

Loan Type: Land Contract

Client Loan Number:

Service Loan Number:

Borrower Name: COLON, JOHANNA

RETURN TO:

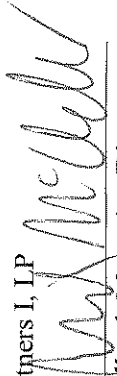
Rocktop Partners I, LP
701 Highlanders Blvd, Ste 200
Arlington, TX 76015
Reference Number PA004587

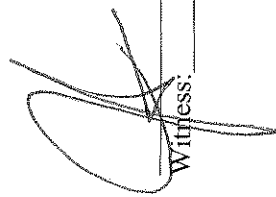
**Assignment of Seller(s)'s
Interest in Contract For Sale and Purchase of Real Estate**

For a valuable consideration, receipt of which is acknowledged, the undersigned person(s) hereby sell(s), assign(s) and set(s) over to Colonial Impact Fund-II, LLC located at 520 Silicon Dr., Suite 110, Southlake, TX 76092, the assignee, a certain contract for sale and purchase of Real Estate recorded October 24, 2014 in Document Number _____, executed between Harbour Portfolio VI, LP, as Seller, and **Johanna Colon** as Purchaser, for the sale of land and property situated in the county of Schuylkill and state of Pennsylvania described as : Parcel Number 68-13-0148.000
Property Address: 613 N. Centre Street, Pottsville, PA 17901

Dated: June 24, 2015

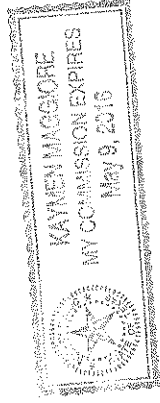
Rocktop Partners I, LP


By: 
Mike McClelland, Managing Director


Witness: _____

State of Texas County of Tarrant

On June 24, 2015, before me, the undersigned, appeared Mike McClelland, who acknowledged that he/she is, and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of Rocktop Partners I, LP.




Notary Public
Printed Name: Kaymen Maggiore
My Commission Expires: May 9, 2016



i3 Scan Document Cover Page

Document ID: 22425



Document Type: Special Warranty Deed Unrec (Orig)

ROCKTOP TO COLONIAL

Control Number: 000060-000003

Loan Package ID: 3,770

Location: OFGI Staging Area (Intake) Zone

Client Name: Colonial Impact Fund II

Job Name: Rocktop 004

Job ID: 60

Loan Type: Land Contract

Client Loan Number:

Service Loan Number:

Borrower Name: COLON, JOHANNA

Recording Requested By:
Rocktop Partners I, LP
Reference Number PA004587

Prepared By/Return To:
Ursus Advisors, LLC
701 Highlander Blvd., Ste. 200
Arlington, Texas 76015

Space Above This Line for Recorder's Use

APN: 68-13-0148-000

SPECIAL WARRANTY DEED

THIS INDENTURE, made the 24th day of June, 2015.

BETWEEN

ROCKTOP PARTNERS I, LP

[hereinafter called the Grantor], of the one part, and

COLONIAL IMPACT FUND-II, LLC

[herein after called Grantee(s)], of the other part.

WITNESSETH, that the said Grantor for and in consideration of the sum of **Ten and 00/100 Dollars (\$10.00)** lawful money of the United States of America, unto him and truly paid by the said Grantees, the receipt whereof is hereby acknowledged, does grant, bargain and sell, release and confirm unto the said Grantees, as tenants by the entirety.

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

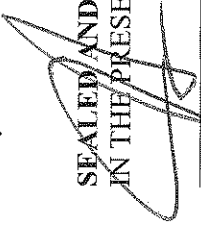
TOGETHER WITH all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, an profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of him, the said grantor, as well at law as in equity, of, in and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Grantor, for herself and her heirs, executors and administrators, does, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that he, the said Grantor, and her heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against him, the said Grantor, and her heirs, will warrant **specially** and defend against the lawful claims of persons claiming by, through or under the said Grantor but not otherwise.

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

SEALED AND DELIVERED
IN THE PRESENCE OF US:


Printed Name: J. Zarrillo

Rocktop Partners I, LP



By: Mike McClelland

Its: Managing Director

Acknowledgment

STATE OF TEXAS


}
} ss
}

COUNTY OF TARRANT

On June 24, 2015, before me Kaymen Maggiore, a Notary Public in and for said County and State, personally appeared Mike McClelland, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(SEAL)



NOTARY SIGNATURE

My Commission Expires: May 9, 2016



Certificate of Residence

The undersigned certifies that the precise residence and complete post office address of the Grantee is:
520 Silicon Dr., Suite 110, Southlake, TX 76092.

A handwritten signature in black ink, appearing to be "J. W. Smith", written over a horizontal line.

On behalf of Grantee

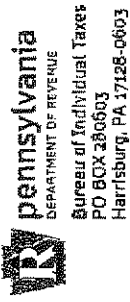
EXHIBIT A

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT AND IMPROVEMENT, ASSESSED AS UPI NO. 68-13-148, SITUATE AT 613 NORTH CENTRE STREET, IN THE CITY OF POTTSVILLE, COUNTY OF SCHUYLKILL, COMMONWEALTH OF PENNSYLVANIA, MORE FULLY DESCRIBED IN A DEED BY WHICH KENNETH R. FISHER AND MARY B. FISHER, HIS WIFE, GRANTED AND CONVEYED TO KENNETH R. FISHER, DATED AUGUST 5, 1996 AND RECORDED AUGUST 5, 1996, IN THE SCHUYLKILL COUNTY RECORDER OF DEEDS OFFICE IN DEED BOOK 1672 AT PAGE 191.

TAX MAP OR PARCEL ID NO.: 68-13-148

PROPERTY COMMONLY KNOWN AS: 613 NORTH CENTRE STREET, POTTSVILLE, PA 17901



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
State Tax Field	
Book Number	
Page Number	
Date Recorded	

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

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

Name JUSTUS ANDERSON Telephone Number: 682-238-1476

Mailing Address 701 HIGHLANDER BLVD, SUITE 200 City ARLINGTON State TX ZIP Code 76015

B. TRANSFER DATA

Grantor(s)/Lessor(s) ROBERTO PARTNERS LLP Grantee(s)/Lessee(s) COLONIAL IMPACT FUND-IFLLC

Mailing Address 701 HIGHLANDER BLVD, SUITE 200 Mailing Address 620 SWISS DR SUITE 110

City ARLINGTON State TX ZIP Code 76015 City SOUTH LAKE State TX ZIP Code 76092

D. REAL ESTATE LOCATION

Street Address 613 NORTH CENTRE STREET City, Township, Borough POITTSVILLE

County SCHUYLKILL School District PASD Tax Parcel Number 68-13-0148-000

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration 18,387 + 2. Other Consideration 0 3. Total Consideration = 18,387

4. County Assessed Value 27,975 5. Common Level Ratio Factor X 2.24 6. Fair Market Value = 62,664

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0 1b. Percentage of Grantor's Interest in Real Estate 100% 1c. Percentage of Grantor's Interest Conveyed 100%

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

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

Signature of Correspondent or Responsible Party Justus Anderson

Date 6/23/2015

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.