MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218

(570) 278-4600

SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201207045
Recorded On 6/14/2012 At 11:36:22 AM
*** Total Pages - 6**
*** Instrument Type - LAND CONTRACT**
Invoice Number - 125844
*** Grantor - LEE, ROBERT E JR**
*** Grantee - LEE, ROBERT E JR**
*** Customer - MICHAEL J GATHANY**
*** FEES**

STATE WRIT TAX	$0.50
STATE JCS/ACCESS TO JUSTICE	$23.50
RECORDING FEES - RECORDER OF DEEDS	$15.00
COUNTY IMPROVEMENT FEE	$2.00
RECORDER IMPROVEMENT FEE	$3.00
TOTAL PAID	$44.00

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO:
MATTHEW M MANNING
20784 STATE ROUTE 29
MONTROSE, PA 18801-

I hereby CERTIFY that this document is recorded in the Recorder's Office of Susquehanna County, Pennsylvania.

RECORDER'S OFFICE SUSQUEHANNA COUNTY, PA

Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

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

002BOQ

This Agreement

Made the 12th day of June in the year of our Lord Two Thousand Twelve (2012)

Between ROBERT E. LEE, JR. and BEVERLY B. LEE, his wife, by ROBERT E. LEE, JR., Attorney in Fact, of 1011 Mount Eyre Road, Washington Crossing, PA 18977

Sellers, Party of the First Part

AND

MATTHEW M. MANNING and TAMMY L. MANNING, his wife, of 20784 State Route 29, Montrose, PA 18801
AS TENANTS BY THE ENTIRETY

Purchasers, Party of the Second part,

Witnesseth, that the said party of the first part, in consideration of the covenants and agreements hereinafter contained, on the part of the said party of the second part to be kept and performed, as agreed and does hereby agree to sell and convey unto the said party of the second part, all the land and premises hereinafter mentioned and fully described for the sum of ONE HUNDRED TEN THOUSAND AND NO HUNDREDTHS ($110,000.00) DOLLARS, to be paid as follows:

1) Five thousand ($5,000.00) the receipt whereof is hereby acknowledged.

2) A payment of $886.05 to be made on the 12th day of July, 2012. A like payment of $886.05 to be made on the 12th day of each and every month thereafter until all unpaid principal and interest are fully paid. Interest at 6.0% per annum, with privilege to make greater payments on any payment date or in full at anytime. All amounts of principal and interest remaining unpaid as aforesaid are to be due and payable in full fifteen (15) years from date.
A LATE CHARGE of 5% of the principal and interest portion of the monthly payment will be imposed by Lender if any monthly payment is past due for at least fifteen (15) days.

and upon payment of the above purchase price, with all accrued interest, the said party of the First Part will, at their expense, make, execute and deliver to the said party of the Second Part a good and sufficient Deed for the proper conveying and assuring of a good and marketable title in and to the said premises in fee simple, free from all encumbrances and dower or right of dower, conveyance to contain the usual covenants of General Warranty.

And the said party of the Second Part agrees with the said party of the First Part to purchase the said premises and pay therefore the sum of One Hundred Ten Thousand ($110,000.00) Dollars, in the manner and at the time hereinbefore provided.

AND IT IS FURTHER AGREED by and between said parties that possession of the said premises shall be delivered to the party of the Second Part on the 12th day of June, A.D. 2012 until which time the party of the First Part shall be entitled to have and receive the rents, issues and profits thereof.

AND IT IS FURTHER AGREED by and between said parties that the taxes upon the said premises for the current year shall be pro rated between the parties in the proportion which the portion of the year which has expired before delivery of possession bears to that portion of the year which is to expire after delivery of possession; and the Second Party's pro rata share thereof shall be paid before the date for return of the same by the collector to the County Commissioners for non-payment.

AND IT IS FURTHER AGREED by and between said parties that the Second Party shall keep all buildings now standing and hereafter erected upon the said premises insured for the benefit of the First Party in a sum not less than the total of all sums due hereon, and take out no insurance on said buildings not marked for the benefit of the First Party; and pay all premiums becoming due on said insurance on the date that the same shall be

come due.

AND IT IS FURTHER AGREED by and between said parties that in case of default for thirty (30) days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in any such case, the entire amount of the purchase price remaining unpaid shall at the option of the said First Party, forthwith become due, payable and collectible, with all interest, taxes, and premiums of insurance due as herein provided, together with an attorney's commission of fifteen (15%) per-centum upon all of the said sums thus due, and together with costs of suit.

AND IT IS FURTHER AGREED by and between the said parties, that if the said Second Party shall neglect or refuse to keep in force insurance as aforesaid, or to pay any premium of insurance when due, or to pay any tax upon the said premises on or before the date for return of the same by the collector to the County Commissioners for non-payment, that then and in any such case the said First Party shall have a privilege, right or option to make good any such default by insuring the said buildings in an amount equal to the sum covenanted, and paying premiums of insurance thus incurred, or by paying any premiums of insurance remaining unpaid by the Second Party as aforesaid, or by paying any taxes remaining unpaid by the said Second Party as aforesaid, and upon exercise of said privilege, right, or option, any sums thus expended for any or all of said purposes shall be added to and become a part of the debt due from the Second Party to the First Party hereunder, and shall be treated, taken and considered as such in all matters touching or concerning this contract, and in all proceedings had for enforcement of the liability hereon.

SAID SECOND PARTY does hereby confess judgment in favor of the above mentioned First Party, for the full purchase price hereinbefore mentioned, with all fees and costs of entry, including an attorney fee and fifteen (15%) percent commission upon all sums due hereon for collection, without defalcation or stay of execution, waiving the rights or inquisition and appeal, all rights under any present or future Exemption Laws of this Commonwealth, and all benefits from any and all errors in any and all proceedings had hereupon.

AND IT IS FURTHER AGREED by and between the said parties that in case of default for thirty (30) days in payment of any installment of the purchase price or interest as agreed to be paid, or upon default in the payment of any premium of insurance, or of any tax assessed against the said premises, on the date when the same is herein agreed to be paid, or upon breach of any other covenant or condition hereof, that then and in such case, all rights of the Second Party hereunder shall cease and terminate without affirmative action by the First Party and in such case the said Second Party agrees that an amicable action of ejectment may be entered by the Prothonotary of the Court of Common Pleas of the County of Susquehanna as if a complaint in ejectment had been filed by the First Party as Plaintiff against the Second Party as Defendant for all and singular the property herein described and as if said complaint in ejectment has been fully served personally upon the Second Party by the Sheriff of said County within said County and had been duly returned by said Sheriff served personally upon said Second Party, and the said Second Party hereby authorizes and empowers any attorney of any court of record to appear for the Second Party in said amicable action of ejectment and confess judgment therein in favor of the First Party and against the Second Party for said premises and said Second Party further authorizes the immediate issuance of a writ of possession upon a praecipe therefore by the Plaintiff's attorney and the Second Party hereby waives any and all right of stay of execution and releases to the First Party all errors and defects whatsoever in entering said action or judgment or in causing said writ to issue or in any proceeding thereon or concerning the same and agrees that no writ of error, objection or exception shall be made or taken thereto, and if after execution and return o the writ of the Defendant shall re-enter into possession, the Prothonotary upon praecipe and affidavit setting forth the facts, filed within three years after the return of the writ upon which executor was completed shall issue a new writ of possession.

AND IT IS FURTHER AGREED by and between said parties that said Second Party shall and will keep the buildings upon said premises in repair and commit to waste thereon and the cutting of any standing timber shall be treated and considered as waste except for the right to estovers and that if the said Second Party shall neglect or refuse to keep said premises in repair, the First Party may enter and repair the same and any sums thus expended shall be added to and become a part of the debt due from the Second Party to the First Party hereunder and shall be taken, treated and considered as such in all matters touching or concerning this contract and in all proceedings had for the enforcement of the liability hereon.

AND IT IS FURTHER AGREED by and between the said parties, that the acceptance of any payment after the same shall have become due, shall not be considered a waiver of the right to enforce any of the conditions of this contract thereafter. It is further understood and agreed that in event of any default by the Second Party that all moneys heretofore paid on this Agreement shall become the absolute property of the First Party, and said Second Party hereby expressly waives the right to recover same or any part thereof.

AND IT IS FURTHER AGREED by and between the said parties that this agreement shall inure to the benefits of and be binding upon the heirs, devisees, legatees personal representatives, successors and assigns of the parties hereto.

AND IT IS FURTHER AGREED by and between the said parties that the terms "Party of the First Part" and "Party of the Second Part" shall be construed to include the plural as well as the singular whenever there is more than one party of the first part or more than one party of the second part.

AND IT IS FURTHER AGREED by and between the said parties that this contract shall not be assignable by the Second Party and if the said Second Party shall assign or attempt to assign interest under this agreement, the First Party shall have an option to declare the balance of the purchase price together with any accrued interest and any other sums agreed to be credited and considered as a part of the purchase price immediately due, payable and collectible by all of the remedies and with all of the rights herein provided in the case of any other default or breach of covenant or condition by the Second Party.

AND IT IS FURTHER AGREED by and between the said parties that the remedies herein provided upon default by ejectment and by judgment and execution are not exclusive and that the first part may have either or both remedies simultaneously or consecutively.

THE SAID PREMISES ARE SITUATE, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL that certain piece, parcel or lot of land situate, lying and being in the Township of Franklin, County of Susquehanna and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of the M.E. Church lot, said point of being the northeast corner hereof, thence along the same, North 85 degrees West, 144 feet to the center of the public road leading from Franklin Forks to Conklin; thence along the center of the Easterly side of said lot; thence along lands now or formerly of Frank Summers and his wife, South 88 degrees 30 minutes East, 142 feet to an iron pin corner located 18 feet northerly from corner of barn; thence North 5 degrees East, 109 feet to the place of beginning.

CONTAINING 16,235 square feet of land be the same more or less.

SUBJECT to easements or rights of way of record or visible on the ground.

BEING the same premises conveyed to Robert E. Lee, Jr. and Beverly B. Lee, his wife, by deed from Robert E. Lee, Jr. and Beverly B. Lee, his wife, dated May 23, 2008 and recorded May 30, 2008 in Susquehanna County Deed Instrument Number 200807585.

UNDER AND SUBJECT to an Oil and Gas Lease to Williams Production Appalachia, LLC dated November 9, 2010 and recorded November 24, 2010 at Susquehanna County Instrument Number 201020937.

THE Grantors herein, Robert E. Lee, Jr. and Beverly B. Lee, his wife, their heirs and assigns, grant and convey to the Grantees herein, Matthew M. Manning and Tammy L. Manning, his wife, their heirs and assigns, any and all oil, gas and mineral rights in and to the property herein conveyed, as well as any oil and gas leases, royalties and profits and any and all leases affecting the property herein conveyed.

THE said Beverly B. Lee, a/k/a Beverly Lee executed a general Power of Attorney to Robert E. Lee, a/k/a Robert E. Lee, Jr. dated December 15, 1994 and recorded in Susquehanna County Letter of Attorney Book 44, Page 588.

All gas, electric, heating and plumbing fixtures and installations whatsoever in any buildings upon the lands herein described are included in the sale except:

In Witness Whereof, the said parties to this Agreement have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Robert E Lee Jr (SEAL)
Robert E. Lee, Jr.

Beverly B Lee (SEAL)
Beverly B. Lee by her Atty. in Fact
Robert E. Lee, Jr.

Matthew M Manning (SEAL)
Matthew M. Manning

Tammy L. Manning (SEAL)
Tammy L. Manning

Commonwealth of Pennsylvania }
} SS:
County of Susquehanna }

On this, the 12th day of June, A.D. 2012, before me, a Notary Public, the undersigned officer, personally appeared Robert E. Lee, Jr. and Beverly B. Lee, his wife, by her Attorney in Face, Robert E. Lee, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michael J. Gathany, Notary Public
Hallstead Boro, Susquehanna County
My Commission Expires Aug. 18, 2013
Member, Pennsylvania Association of Notaries

Notary Public

Commonwealth of Pennsylvania }
} SS:
County of Susquehanna }

On this, the 12th day of June, A.D. 2012, before me, a Notary Public, the undersigned officer, personally appeared Matthew M. Manning and Tammy L. Manning, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michael J. Gathany, Notary Public
Hallstead Boro, Susquehanna County
My Commission Expires Aug. 18, 2013
Member, Pennsylvania Association of Notaries

Notary Public

I Hereby Certify, that the precise residences and precise residence addresses of the parties herein are as follows:

Return to:

First Part: 1011 Mount Eyre Road
Washington Crossings, PA 18977

Second Part: 207894 State Route 29
Montrose, PA 18801

Attorney

Agreement For the Sale of Land

From

ROBERT E. LEE, JR. and
BEVERLY B. LEE, his wife

To

MATTHEW M. MANNING and
TAMMY L. MANNING, his wife

MICHAEL J. GATHANY
ATTORNEY AT LAW
671 MAIN STREET
PO BOX 953
HALLSTEAD, PENNSYLVANIA 18822

Commonwealth of Pennsylvania }
}
County of Susquehanna }

SS:

Recorded on this day of A.D. 2012, in the Recorder's Office of the said County in Deed Instrument Number .

Given under my hand and the seal of the said Office, the date above written.

Recorder