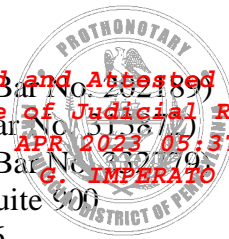


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**RAMONA MONIQUE BELL,**

6071 Chester Avenue  
Philadelphia, PA 19142

**RODNEY BELL,**

6071 Chester Avenue  
Philadelphia, PA 19142

**MARCELINE DIX,**

6061 Chester Avenue  
Philadelphia, PA 19142

Plaintiffs,

v.

**MOHAMMED AL-KHATIB a/k/a**

**MIKE MOHJAN**

1830 S. Edgewood Street  
Philadelphia, PA 19142

**ERROL WHITE d/b/a WHITE'S  
AUTOBODY AND MECHANIC,**

1830 S. Edgewood Street  
Philadelphia, PA 19142

**WEST YORK LLC**

5400 Eadom Street  
Philadelphia, PA 19137

Defendants.

PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

No: \_\_\_\_\_

JURY TRIAL DEMANDED

## **COMPLAINT - CIVIL ACTION**

### **NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Philadelphia Bar Association Lawyer  
Referral and Information Service  
1101 Market Street, 11th Floor  
Philadelphia, Pennsylvania 19107-2911  
Telephone: (215) 238-6333

### **AVISO**

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTEMENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Asociación de Licenciados de Filadelfia  
Servicio de Referencia E Información Legal  
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## COMPLAINT - CIVIL ACTION

Plaintiffs Ramona Monique Bell (“Ms. Bell”), Rodney Bell (“Mr. Bell”), and Marceline Dix (“Ms. Dix”) (collectively “Plaintiffs”) bring this action against Errol White d/b/a White’s Autobody and Mechanical (“White’s Autobody”), Mohammed Al-Khatib a/k/a Mike Mohjan (“Mr. Al-Khatib”), and West York LLC (collectively “Defendants”) for the common law claims of private nuisance, public nuisance, trespass, and material interference with a shared easement, and allege and state as follows:

### INTRODUCTION

1. Defendants own or operate a sprawling nuisance auto body shop in the middle of a residential neighborhood in Southwest Philadelphia, located at 1830 South Edgewood Street, Philadelphia, PA 19142 (the “property”).

2. Plaintiffs are the immediate neighbors of the property. Only a shared alleyway separates White’s Autobody and Plaintiffs’ homes (the “shared alleyway”).

3. Defendants work on cars day and night. Their auto bodywork, repairs, and broken down cars spill over into the shared alleyway, the streets, and the sidewalks. The work is noisy and disruptive, and sends noxious fumes wafting into Plaintiffs’ homes. Defendants litter the shared alleyway, the surrounding neighborhood, and even Plaintiffs’ backyards with trash, old tires, oil cans and other debris, inevitably attracting vermin and creating a fire hazard.<sup>1</sup>

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<sup>1</sup> Auto body shops in Philadelphia frequently make the news with stories of fires, toxic fumes, and dangerous conditions for nearby residents. For example, in November 2021 a massive tire fire in Southwest Philadelphia blanketed the city with thick black smoke for miles. *See* Ellie Rushing, *What we know about the junkyard fire in Southwest Philly*, THE PHILADELPHIA INQUIRER (Nov. 10, 2021), <https://www.inquirer.com/news/junkyard-fire-update-philadelphia-air-quality-20211110.html>. And this past September, a junkyard fire in North Philadelphia led the city’s Department of Public Health to warn residents to stay inside because of air quality concerns. *See* Anthony R. Wood, *North Philadelphia junkyard fire knocks out rail service and spurs air-quality alert*, THE

4. Defendants' leasing and operation of White's Autobody has significantly disturbed Plaintiffs' and their families' daily lives. Their conduct violates City of Philadelphia ("the City") regulations and impacts Plaintiffs', their families' and their neighbors' well-being and safety, and their right to the peaceful enjoyment of their homes.

5. Plaintiffs and other community members have voiced a range of grievances to Defendants over the years, as well as to various oversight agencies. Plaintiffs have filed numerous 311 complaints and called their local elected officials and police precinct. Their efforts have led to the documentation of nearly sixty Philadelphia Department of Licenses & Inspections ("L&I") violations regarding the property since 2007.

6. And although Defendants could abate their nuisance conduct and at times do temporarily alter their behavior in response to such notices of violations, the nuisance conduct inevitably resumes at unpredictable times and in various manners.

7. Plaintiffs have no option but to gain relief through the instant action.

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction pursuant to 42 Pa.C.S. § 931(a).

9. Venue is proper pursuant to Pa.R.C.P. No. 2179(a) because the events giving rise to Plaintiffs' cause of action took place in Philadelphia County and Defendants regularly conduct business in Philadelphia County.

### **PARTIES**

#### **Plaintiffs**

10. Plaintiff Ramona Monique Bell, née Munford, age 55, owns her home at 6071 Chester Avenue, Philadelphia, PA 19142, where she has lived for over twenty years.

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PHILADELPHIA INQUIRER (Sept. 27, 2022), <https://www.inquirer.com/news/philadelphia/north-philadelphia-junkyard-fire-pollution-20220927.html>.

11. Plaintiff Rodney Bell, age 54, resides with his wife Plaintiff Ms. Bell, at 6071 Chester Avenue, Philadelphia, PA 19142, where he has lived for approximately eleven years.

12. Plaintiff Marceline Dix, age 36, owns her home at 6061 Chester Avenue, Philadelphia, PA 19142, where she has lived her entire life and currently resides with her two minor children.

**Defendants**

13. Upon information and belief, Defendant White's Autobody and Mechanic is a motor vehicle maintenance repair shop located at 1830 South Edgewood Street, Philadelphia, PA 19142.

14. Upon information and belief, Defendant Errol White owns and operates White's Autobody.

15. Upon information and belief, Defendant Mohammed Al-Khatib owned the property located at 1830 South Edgewood Street, Philadelphia, PA 19142 until July 2022 and leased the property to Defendants Errol White and White's Autobody. Upon information and belief, Mike Mohjan is a fictitious name for Defendant Mohammed Al-Khatib.

16. Upon information and belief, Defendant West York LLC purchased the property located at 1830 South Edgewood Street, Philadelphia, PA 19142 in July 2022, after which the nuisance conduct resumed with West York LLC's knowledge and permission.

17. At all relevant times, Defendant owners of the property maintained control over the use of the property.

18. At all relevant times, Defendants acted by and through their authorized agents, servants and/or employees acting within the course and scope of their employment with Defendants.

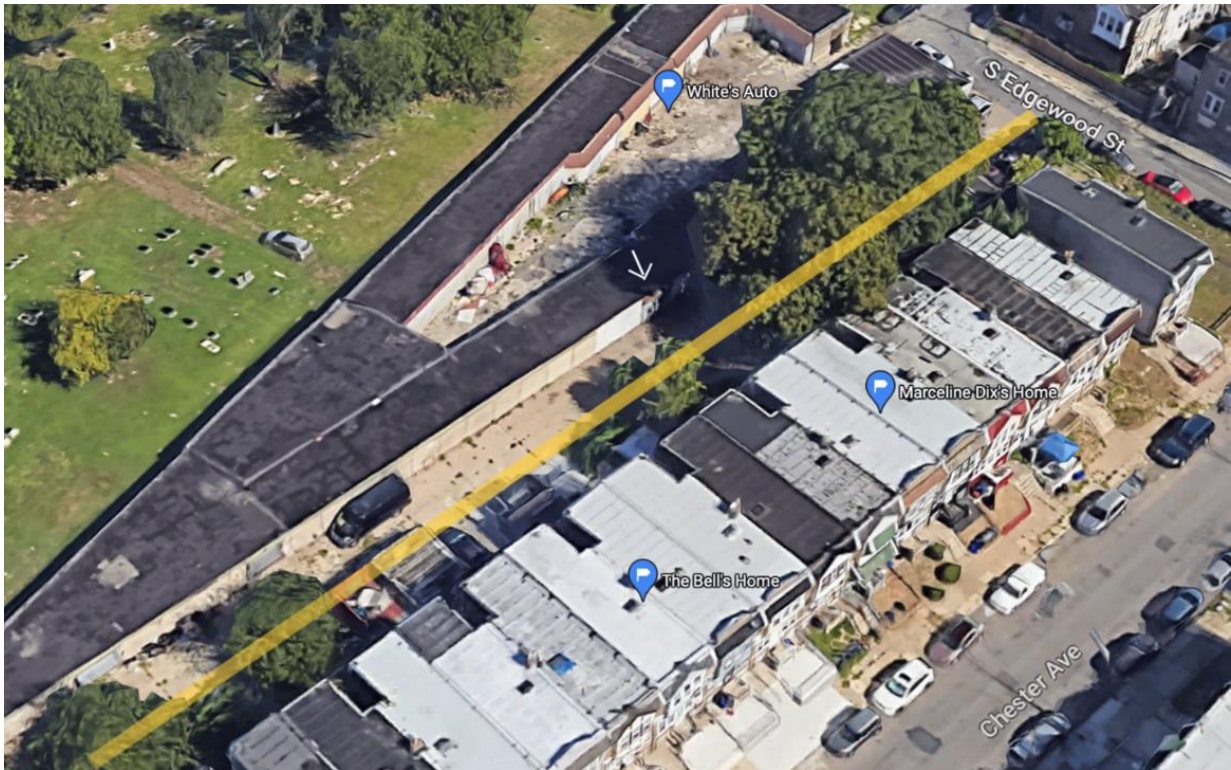
## STATEMENT OF FACTS

### Plaintiffs' Neighborhood and Geographic Relation to Defendants

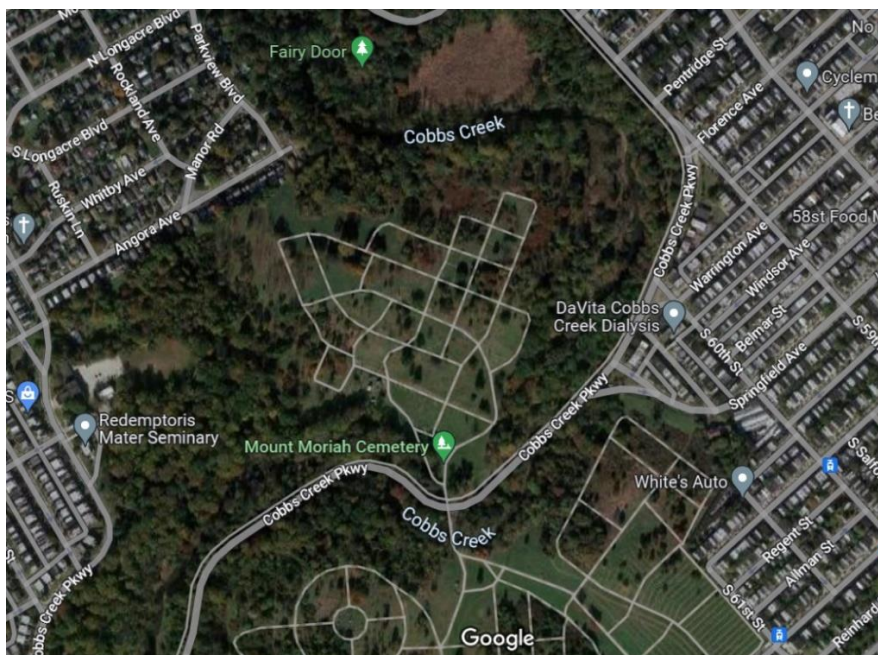
19. Plaintiffs live on the 6000 block of Chester Avenue in a residential neighborhood of Southwest Philadelphia.

20. Directly behind Plaintiffs' homes is an alleyway regarding which they have rights under an easement.

21. On the other side of that alleyway is the property owned and occupied by Defendants. As shown in Image 1, the length of the property runs behind the entire Northwest side of the 6000 block of Chester Avenue, where about twenty-six row homes are separated from the property by the shared alleyway.



*Image 1: Google Maps image of the Bell and Dix residences in relation to White's Autobody and the shared alleyway. Accessed Feb. 23, 2023.*



*Image 2: Google Maps image of the neighborhood surrounding White's Autobody (bottom right corner of image) in relation to Mount Moriah and Cobbs Creek Park. Accessed Feb. 22, 2023.*

22. Approximately 1000 feet from White's Autobody, runs Cobbs Creek, the centerpiece of Cobbs Creek Park, which is the largest park in West Philadelphia and serves important environmental, recreational, educational, and community enrichment functions for the residents of Southwest Philadelphia. In warm weather months, Plaintiffs Mr. and Ms. Bell enjoy walks to Cobbs Creek Park, but to get there they first must pass all the cars and mess surrounding White' Autobody, or else walk out of their way to avoid the property.

23. Between Cobbs Creek Park and Defendants' property—indeed, just on the other side of the Northwest exterior wall of Defendants' property—is the Mount Moriah Historic Cemetery and Arboretum. With graves dating back to the 1700s, Mount Moriah has been identified by Preservation Pennsylvania as one of the most endangered historic properties in the State.<sup>2</sup>

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<sup>2</sup> Mount Moriah Cemetery Naval Plot and Soldiers' Lot, NATIONAL PARK SERVICE,





*Image 3: A protected tree shading a family grave plot in Mt. Moriah Historic Cemetery & Arboretum (photograph), Mount Moriah Historic Cemetery & Arboretum (accessed Feb. 22, 2023), <https://friendsofmountmoriahcemetery.org/support/>.*



*Image 4: The historic headstones, statues, and trees of Mount Moriah Historic Cemetery and Arboretum have long coexisted with the surrounding residential neighborhood (photograph), Mount Moriah Historic Cemetery & Arboretum (accessed Feb. 22, 2003), <https://friendsofmountmoriahcemetery.org/visit/>.*

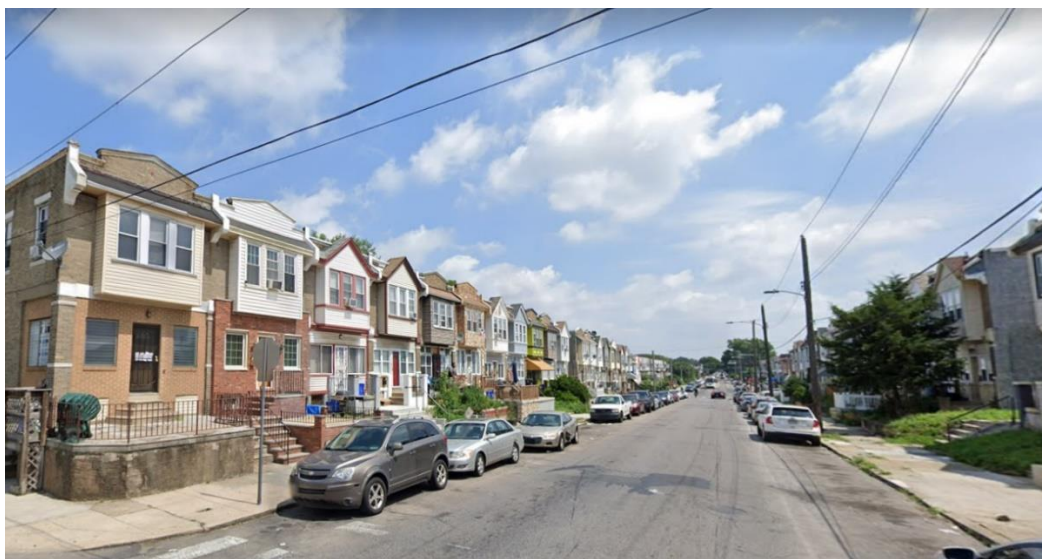
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[https://www.nps.gov/nr/travel/national\\_cemeteries/pennsylvania/Mount\\_Moriah\\_Cemetery\\_Naval\\_Plot\\_and\\_Soldiers\\_Lot.html#:~:text=While%20these%20areas%20are%20maintained%2C%20the%20remainder%20of,the%20most%20endangered%20historic%20places%20in%20the%20state](https://www.nps.gov/nr/travel/national_cemeteries/pennsylvania/Mount_Moriah_Cemetery_Naval_Plot_and_Soldiers_Lot.html#:~:text=While%20these%20areas%20are%20maintained%2C%20the%20remainder%20of,the%20most%20endangered%20historic%20places%20in%20the%20state) (accessed February 26, 2023).

24. On the other side of White's Autobody, densely populated row homes characterize Plaintiffs' Southwest Philadelphia residential community. Along with homes, the neighborhood contains elementary schools, places of worship and other community uses.



*Image 5: Google Maps "Street View" looking Southwest down Chester Ave., just west of South Edgewood. Plaintiffs' properties are visible on the right side. Accessed Feb. 24, 2023.*



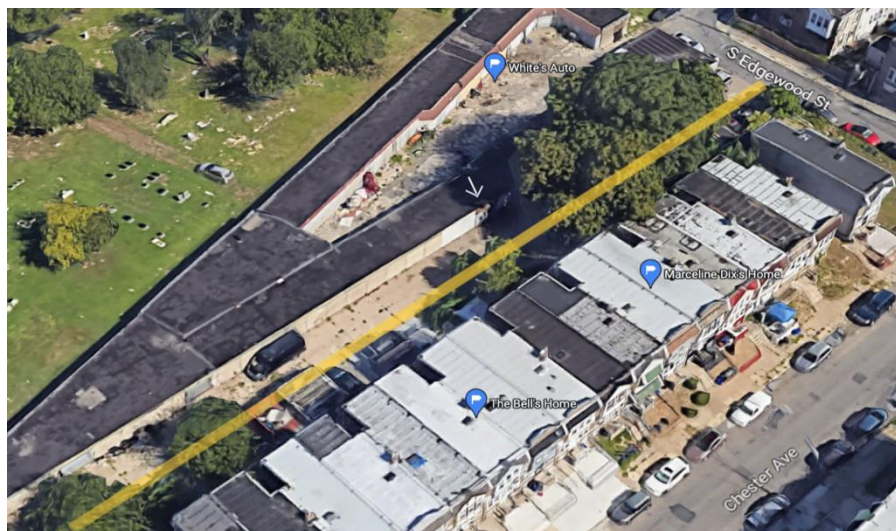
*Image 6: Google Maps "Street View" looking Northeast down Chester Ave. from the intersection of Chester Ave. and South Edgewood. Accessed Feb. 24, 2023.*

25. The Pennsylvania Department of Environmental Protection designates the neighborhood an “environmental justice area,” with over 99 percent of the population in this particular census tract identifying as minority and at least 32 percent of the population living below the poverty line.<sup>3</sup>

26. This area is zoned Residential Multi-Family 1, limiting what commercial and industrial uses can be performed there so that residents’ rights to peaceful enjoyment of their property will be protected against interference by such commercial and industrial activities without exception—or, regarding some such activities, at least without proper permits.

27. Despite the neighborhood’s residential character and zoning, White’s Autobody operates directly behind Plaintiffs’ homes.

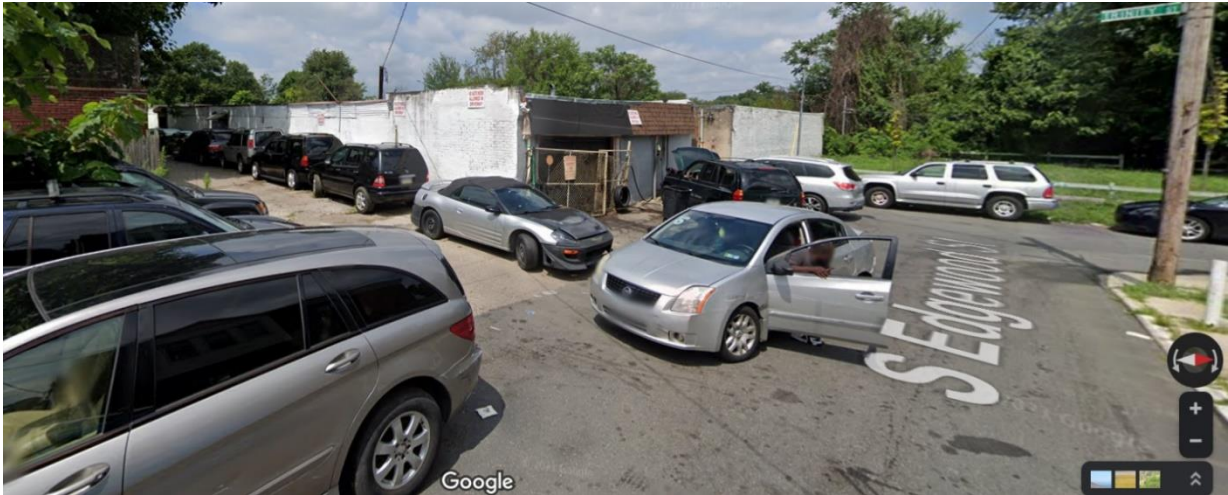
28. Deeds for the property and Plaintiffs’ homes reflect that the middle line of the width of the nineteen feet wide alleyway divides Plaintiffs’ and Defendants’ properties.



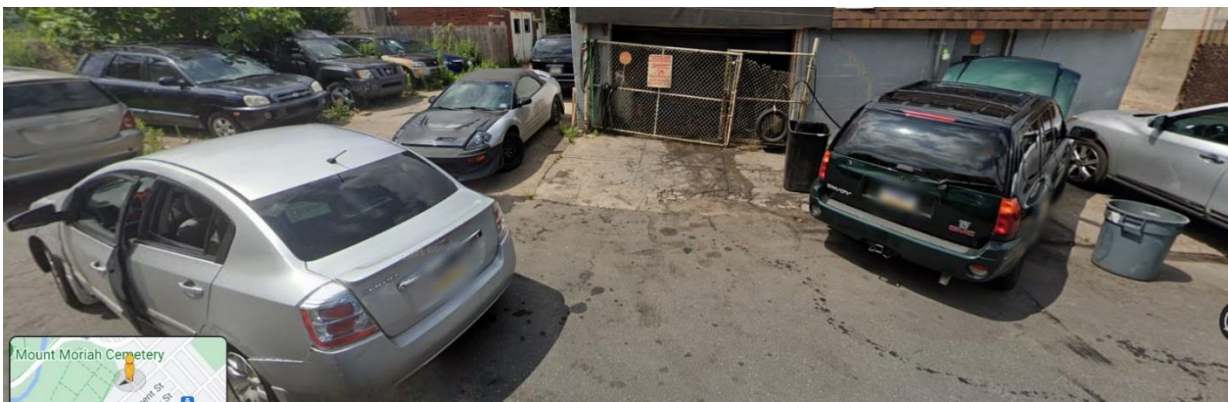
*Image 1: Google Maps image showing the shared alleyway between Plaintiffs’ homes and the property. Accessed Feb. 23, 2023.*

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<sup>3</sup> The Pennsylvania Department of Environmental Protection defines an “environmental justice area” as “any census tract where 20 percent or more individuals live at or below the federal poverty line, and/or 30 percent or more of the population identifies as a non-white minority . . . .” *PA Environmental Justice Areas*, PADEP.GOV, [dep.pa.gov/PublicParticipation/OfficeofEnvironmentalJustice/Pages/PA-Environmental-Justice-Areas.aspx](http://dep.pa.gov/PublicParticipation/OfficeofEnvironmentalJustice/Pages/PA-Environmental-Justice-Areas.aspx) (last visited Apr. 13, 2023).



*Image 7: Google Maps “Street View” image looking Northwest down South Edgewood toward the L-shaped intersection with Trinity Street, showing Defendants’ property and the opening of the shared alleyway dominated by Defendants’ operations and illegal vehicle storage, taken July 2021.*



*Image 8: Google Maps “Street View” image looking Southwest near the intersection of South Edgewood and Trinity Street, toward Defendants’ property, and showing the opening of the shared alleyway, taken July 2021.*

29. There is an entrance to the property on South Edgewood Street.

30. While that South Edgewood Street entrance is the official entrance for the property, upon information and belief the most frequently used entrance to Defendant White’s Autobody is an improvised offshoot of the shared alleyway. This side alleyway entrance appears to have been constructed by removing a large portion of the property’s exterior concrete wall and installing a retractable garage door (the “side entrance”) midway

down the alleyway, directly behind Ms. Dix's backyard. *See Image 9, below. See also supra Image 1, where an arrow superimposed upon the image shows the location of the side entrance to Defendant's repair garage along the side of the shared alleyway. Upon information and belief, the side entrance was constructed in or around 2014.*



*Image 9: Photograph of side entrance taken by Plaintiff Rodney Bell on or around February 21, 2022.*

31. Defendant Mike Mohjan admitted even back in June 2019 that White's Autobody parks and works on cars in the shared alleyway in violation of their lease, *see Ex. A - Lease Submitted as Exhibit in 2019 Landlord-Tenant Action*. But the numbers of individuals and cars associated with Defendants that can be found in the shared alleyway behind Plaintiffs' homes and throughout the neighborhood have significantly increased over time. As of March 2023, on any given day there are as many as 15-20 inoperable cars belonging to or otherwise associated with Defendants occupying the shared alleyway and on Edgewood Street. On some days the cars are double parked and worked on in the shared alleyway, preventing driving access to Plaintiffs' homes. *See infra Image 10*. On other days, the parked cars block only one side of the shared alleyway nearest to the property. And still

other days, the cars are removed entirely.

32. Even though Defendants control this nuisance behavior and could abate it, the conduct continues at intermittent and unpredictable times.

33. Upon information and belief, Defendants routinely instruct customers and tow trucks to deposit cars (many of which are inoperable) in the shared alleyway and on Edgewood Street. In doing so, they obstruct the alleyway for extended periods of time, rendering it completely inaccessible for use by Plaintiffs and other residents, and the delivery, utility, emergency and other vehicles that may need to access Plaintiffs' and their neighbors' homes.

34. In addition to crowding or blocking the shared alleyway, at various times Defendants unlawfully abandon cars on Chester Avenue and South Edgewood Street in spaces clearly designated for residential parking. Cars obstruct sidewalks and the curb on the corner of Chester Avenue and South Edgewood Street, creating dangerous conditions for drivers and pedestrians. Residents, including Plaintiffs, are forced to park their cars several blocks away from their houses and walk home.

### **The Property's Ownership and White's Autobody Operations**

35. Upon information and belief, Defendant Errol White has leased the property from Defendants Mohammed Al-Khatib a/k/a Mike Mohjan and West York LLC since 2014.

36. Defendants or their employees conduct motor vehicle work on automobiles that appear to be damaged, lack registration stickers and license plates, and contain other forms of disrepair.

37. The only active business license for White's Autobody is a Motor Vehicle

Repair/Retail Mobile Dispensing license (License Type 3311).<sup>4</sup> This is the license obtained for, amongst other things, tire storage and parking lots. There are numerous limitations on the kind of permitted work under this license, including prohibitions on spray painting or using any part of the street or sidewalk for the parking or storing of motor vehicles.<sup>5</sup>

38. Defendants are frequently cited for various violations of the Philadelphia Code.

39. Just since 2007, Defendants have failed forty-three L&I inspections, resulting in fifty-eight notices of violations. Examples of violations for which Defendants have been cited in connection with the property include unlawful use of repair garages or motor fuel; improper storage of fire extinguishers; hazardous electrical systems; unlawful disposal of oily waste; combustible storage violations; failure to keep the exterior of the property clean, safe, sanitary and free from any accumulation of rubbish or garbage; and illegal use of the sidewalk or street for non-emergency motor vehicle repair. This last type of violation is particularly harmful to Plaintiffs because Defendants utilize the shared alleyway, public streets, sidewalks and vacant lots to repair vehicles, thus bringing the nuisance behavior even closer to Plaintiffs' homes.

40. As one example, Defendants were cited for violating Philadelphia Code 9-207 because the alleyway was being used for motor vehicle repair and "vehicles in multiple situations found in [the alleyway]. [*sic*] must be removed, this area is not zoned for storage of vehicles or parking." See **Exhibit B** - Initial Notice of Violation and Order, L&I Case Number 690975, June 18, 2019.

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<sup>4</sup> See *Retail Motor Fuel Dispenser License/Vehicle Repair Shop License*, BUSINESS.PHILA.GOV, <https://business.phila.gov/retail-motor-fuel-dispenser-license/> (last visited Jan. 30, 2023).

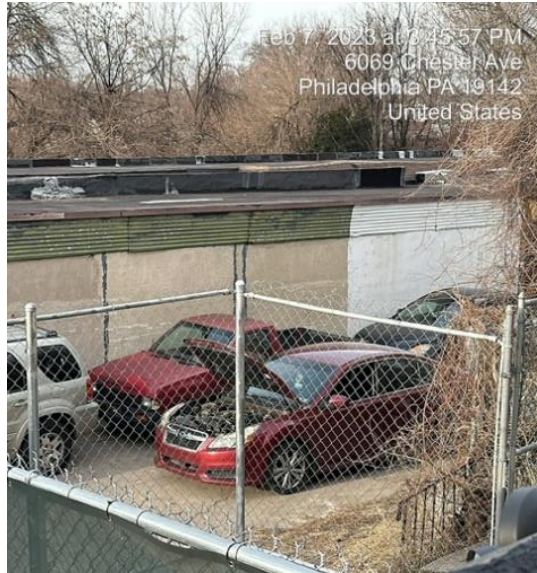
<sup>5</sup> See *License Application, Automobile, etc.*, BUSINESS.PHILA.GOV, <https://business.phila.gov/media/81-896-Motor-Fuel-DispenserVehicle-RepairAuto-WreckingTire-StorageParking-LotGarage.pdf> (last visited Feb. 21, 2023).

41. In response, Defendant Mohammed Al-Khatib filed appeal number 38063, and after a hearing before the Philadelphia Board of Licenses and Inspections Review (“BLIR”) in January 2020, in which Plaintiffs Ms. Dix and Ms. Bell testified in person, the BLIR upheld the finding of a violation committed by Defendants.

42. However, much to Plaintiffs’ frustration, Defendants continued their unlawful conduct.

43. While there are occasionally short periods during which Defendants refrain from certain aspects of their unlawful nuisance conduct, the unlawful conduct invariably resumes. For example, when the property transferred ownership in August 2022, most or all of the nuisance conduct stopped for a short period. However, it was not long before the unlawful conduct resumed, without warning, and tow trucks began dumping cars in the alleyway and on the street once again. And Defendants occasionally remove cars from the shared alleyway overnight or do not operate on a Sunday. But, a recent photograph taken by Plaintiff Mr. Bell in February 2023 depicts cars double-parked in the shared alleyway, with the hood raised on one of the cars. (Defendants are not permitted to store or work on vehicles in the shared alleyway.) The photograph further reveals that no other vehicles could pass by. *See Image 10.*





*Image 10: Defendants unlawfully double-park cars, perform auto bodywork and block the shared alleyway. Picture taken by Plaintiff Mr. Bell, February 7, 2023.*

44. Upon information and belief, Defendants also violate other local ordinances, including but not limited to: (a) parking vehicles on public streets without valid license plates and/or certificates of inspection;<sup>6</sup> (b) parking vehicles in prohibited places such as on the sidewalk or near a fire hydrant;<sup>7</sup> and (c) engaging in “behavior that significantly interferes with the health, safety and welfare of the community, including, but not limited to . . . (i) owning operating or conducting a vehicle chop shop . . . (i) [leaving] vehicles parked on sidewalk; [and] (k) [using] off street parking spaces . . . for . . . storage of inoperable vehicles . . . .”<sup>8</sup>

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<sup>6</sup> See PHILA., PA., CODE § 12-2405(d)-(e).

<sup>7</sup> See *id.* § 12-913.

<sup>8</sup> See *id.* § 9-4401(3)(i)-(k).

**Defendants' Ownership of the Property and Operation of White's Autobody Has Harmed and Continues to Harm Plaintiffs and Constitutes a Nuisance**

45. Defendants regularly leave large trash items, debris, and other potentially harmful waste in the neighborhood. Despite repeated requests from Plaintiffs and other residents, Defendants pile trash in the areas immediately surrounding Plaintiffs' homes. *See images 11-12, examples of trash and debris scattered throughout the neighborhood.*



*Image 11: Photograph of trash and debris in the shared alleyway taken on or around May 31, 2019, by Plaintiff Rodney Bell.*



*Image 12: July 3, 2022, photograph of trash in shared alleyway taken by Rodney Bell.*

46. In some instances, Defendants leave obviously inoperable vehicles in the shared alleyway or on Chester Avenue for several weeks, months or even years.

47. The inoperable vehicles attract other trash and debris in the alleyway in plain view of Plaintiffs' backyards. *See Image 13.*



*Image 13: An inoperable vehicle in abandoned lot on shared alleyway, taken by Plaintiff Rodney Bell on or around May 31, 2019.*

48. Defendants' ownership and operation of the property and White's Autobody has taken a toll on Plaintiffs' everyday lives in pervasive ways.

49. Defendants perform vehicle repair work in the shared alleyway including revving engines and banging on car parts to, for example, manually change tires.

50. Plaintiffs often hear loud music and see social gatherings at the property very late at night and throughout the weekend, especially in the summer months. Defendants have made no attempt to be respectful of the residential nature of the neighborhood.

51. The disruptive presence of White's Autobody has also increased foot traffic beyond the entrance and exit to the business. Plaintiffs often see and hear strangers walking in the shared alleyway behind Plaintiffs' homes. These individuals sometimes peer directly into Plaintiffs' homes.

52. Noxious fumes from spray paint, oil cans and other materials waft into Plaintiffs' yards and homes.

53. As a result, Plaintiffs do not open their windows except in rare circumstances.

54. The odors, noises, and disruptive inconveniences resulting from Defendants' conduct are of a degree and kind different from those associated with ordinary activities in residential neighborhoods in Philadelphia.

55. Despite Defendants' knowledge that their behavior inhibits Plaintiffs' peaceful and quiet enjoyment of their homes, despite Defendants' ability to control and abate the nuisance conduct, and despite Plaintiffs' countless attempts to notify Defendants by speaking with them directly, calling 311, contacting other City agencies, complaining to local elected officials, and even testifying at hearings about Defendants' actions, Defendants' conduct continues to be unreasonably disruptive.

56. Defendants could take reasonable steps to operate White's Autobody in compliance with Plaintiffs' rights and local ordinances by improving operations to reduce noise, smell, vermin and trash—for example, by only performing work on motor vehicles consistent with Defendants' active license and within the boundaries of the property.

57. Defendants' behavior, including but not limited to that detailed herein, causes a nuisance and harms Plaintiffs in many ways, such as but not limited to the following:

***Ramona Monique Bell and Rodney Bell***

58. Plaintiffs Ramona Monique Bell and Rodney Bell have personally witnessed the decline of their neighborhood due to the disorderly, illegal, dangerous, and unsanitary activities taking place at the property. Defendants' operation of White's Autobody has significantly disrupted their daily lives and impacted the well-being, safety, and comfort of

Ms. Bell and Mr. Bell, who live only 19 feet away.

59. Ms. Bell has been a resident of 6071 Chester Avenue for over twenty years—since 1997. Her family moved to the neighborhood when she was thirteen years old. Ms. Bell eventually inherited the home from her family on April 2, 2012, and Mr. Bell moved in around the same time. Ms. Bell and Mr. Bell have observed and felt the impact of Defendants’ various activities at White’s Autobody on their daily lives and have seen its disruptive and degrading effects on the neighborhood.

60. Defendants often obstruct the shared alleyway, rendering it completely inaccessible for the Bells or any delivery, utility, or emergency vehicles that may need to gain access. Image 12, *supra*, shows the alleyway on February 7, 2023, completely blocked by a combination of a car on which Defendants and/or their employees were unlawfully doing repairs and a row of cars being unlawfully stored in the alleyway by Defendants.

61. The Bells frequently see and hear employees working on cars in the shared alleyway and on Chester Avenue from early in the morning until late at night, from approximately 8:00 am to 10:00 pm. Defendants’ apparent customers and employees congregate in the shared alleyway and have at times peered directly into the Bells’ home. This has made them feel unsafe not just in the alleyway, but even inside their home, and deters them from using their backyard freely.

62. Additionally, the Bells sometimes awake at night to parties so loud the music vibrates the walls of their home—not just in the warmer months, but even in the winter, and even on weeknights, such as a loud party that occurred during the week of February 6th, 2023.

63. The Bells installed a new concrete porch in their backyard in the summer of 2021. Almost immediately after this home improvement, Defendants’ employee smashed into the

porch while attempting to turn a vehicle around. As a result, the Bells paid to have bollards installed around their backyard to minimize further damage from occurring.

64. They also paid to install a new fence covered in mesh in the summer of 2022, limiting visibility into—and out of—their yard.

65. Additionally, the Bells installed “No Parking” signs on the fence to discourage illegal vehicle repair activity in the shared alleyway behind their home.

66. Despite these significant deterrence measures, the Bells are unable to enjoy their backyard due to excessive noise and odors. This past July 2022, while in their backyard, Mr. and Ms. Bell were able to smell spray paint fumes emanating from Defendants’ property.

67. Excessive banging and disruptive noises coming from the property greatly interfere with Ms. Bell’s ability to work from home. As a result, she was forced to purchase headphones to limit her ability to hear the constant racket of distracting and intrusive noises coming from the property.

68. Mr. and Ms. Bell find their home surrounded by trash, oil containers, oil stains, tires, auto parts, debris and waste discarded by Defendants. And Defendants or their employees have ignored repeated requests to pick up their trash. Calls to 311 to report the buildup have been largely fruitless in mitigating the problem.

69. Defendants or their employees have even discarded car parts, such as multiple windshields, in the Bells’ yard.

70. At times, the number of cars deposited by Defendants in residential spots on Chester Avenue has been so great that there is no place left on the street for Mr. and Ms. Bell to park, despite numerous requests from residents for Defendants to move the cars. On

occasion the Bells have witnessed Defendants or their employees hold parking spots on Chester Avenue to secure a spot for a tow truck to deposit a car.

71. Defendants' conduct gives the Bells a sense of worthlessness about where they live. They no longer enjoy the comforts of their residential neighborhood, where they once slept with their windows open on quiet summer nights.

72. The Bells have voiced their grievances to Defendants as well as to City agencies, such as the L&I Department. Ms. Bell even testified at the aforementioned BLIR appeal regarding illegal autobody work in the alleyway.

***Marceline Dix***

73. The side entrance to White's Autobody, used by vehicles and employees as the primary entrance and exit, is located at a point on the shared alleyway directly behind Ms. Dix's home.

74. From her kitchen window, Ms. Dix can see Defendants and their employees perform illegal spray painting on automobiles in the alleyway. Fumes from the spray paint enter her house, even with the windows closed, and exacerbate her son's asthma. Ms. Dix therefore must always keep her windows closed, and so in warm months must rely on air conditioning (resulting in increased utility costs).

75. Loud noises from banging, talking, shouting, music, and tow trucks disrupt the household's daily activities, such as her children's online learning for school during the pandemic and Ms. Dix's quiet enjoyment of her home.

76. Defendants' and their employees' nighttime parties (like the recent party on a weeknight in early February 2023, mentioned earlier) cause Ms. Dix and her children to wake at all hours of the night because of loud music, laughing, screaming and individuals

who come and go from the parties.

77. Tow trucks drop off inoperable cars. This conduct occasionally subsides and then resumes. In the spring of 2022, approximately four to five times per week Ms. Dix would see tow trucks idle for thirty minutes or longer at all hours of the day and late into the night, causing oil stains, noise from idling, car traffic, honking and fumes, in addition to blocking access to the alleyway for deliveries and emergency vehicles. The inoperable vehicles deposited by those trucks would remain for months at a time, in many cases taking over residential parking spaces and using them as long-term storage, causing neighborhood blight.

78. Ms. Dix fears that emergency vehicles will be unable to reach her property because Defendants' vehicles will block their access, causing her anxiety.

79. Trash, including unlawfully discarded oil canisters, tires and other debris, attracts mice, raccoons and other rodents to Ms. Dix's home. This condition is so severe that in 2017 Ms. Dix paid to have a protective lining installed around her house and to have an exterminator remove raccoons from her roof.

80. Defendants' and their employees leave tires, car parts and other trash in her backyard and on the concrete stairs she shares with her neighbor that provide egress/ingress from her house to the alleyway. Defendants and their employees have even parked cars in her backyard and discarded car seats and other car parts in her yard.

81. Ms. Dix purchased a fence to clearly separate her backyard from, the alleyway in order to prevent Defendants from parking cars on her property. Unfortunately, Defendants damaged the fence shortly thereafter.

82. Ms. Dix has refrained from making other upgrades to her backyard space



because she fears those improvements will likewise be damaged by Defendants' operations.

83. Defendants' and their employees' actions also keep Ms. Dix from the full use of her backyard. She does not spend time outside or grow edible plants and flowers because Defendants' work in the alleyway and on the property makes her yard unpleasantly loud and stink of chemicals and oil, and because she worries that breathing the toxic spray paint fumes or exposure to the oil and other chemicals that contaminate her yard and the alleyway as a result of Defendants' activities will harm her and her children's health. As noted earlier, she is especially concerned about how frequent and long-term exposure to Defendants' spray paint fumes will affect her young son's asthma and respiratory health as a whole.

84. More generally, Ms. Dix fears for her children's safety in her yard and the immediate neighborhood. She worries that Defendants and their employees or guests may physically harm her children through their auto-related activities or otherwise. As a result, she takes her kids outside of the neighborhood to play.

85. Ms. Dix also fears for her own safety. Dumped inoperable cars left on public streets for months at a time cause Ms. Dix to park far from her house and walk long distances with her children to get home, in a neighborhood that sees increasing gun violence.

86. Ms. Dix has tried numerous avenues to curtail Defendants' nuisance and trespassory behavior, including by speaking directly to Defendants' and their employees, calling 311, the police and the fire marshal, and testifying against Defendants in L&I proceedings.

### ***Economic Harm***

87. Plaintiffs have suffered economic harm as a result of Defendants' failure to own and operate the property in a reasonable manner, including but not limited to the

following:

88. Examples of economic harm suffered by the Bells: (i) purchase of fans, headphones, white noise machines and other noise mitigating equipment; (ii) increased utility bills from constantly running air conditioners in order to keep windows closed to prevent noises and odors from entering their home; (iii) cost of installing a fence, mesh, “no parking” sign, and bollards to guard property from damage and intrusion caused by autobody work in the alleyway; (iv) costs relating to not being able to use the alleyway to access their home; (v) costs relating to repair or replacement of, or decreased value and lost use related to, the physical harm Defendants’ conduct has caused to the Bells’ property, including but not limited to physical harm to their concrete porch and to the grass and other plant life on their property; (vi) the market value decrease of their real estate caused by Defendants’ conduct; (vii) the Bells’ interim lost use and enjoyment of their property caused by Defendants’ conduct; and (viii) their personal annoyance, inconvenience, and discomfort caused by Defendants’ conduct.

89. Examples of economic harm suffered by Ms. Dix: (i) cost of installing a liner and other protective measures around residential property to prevent raccoons, mice and other rodents from entering; (ii) paying for extermination of proliferation of vermin; (iii) increased utility bills from constantly running air conditioners in order to keep windows closed to prevent noises and odors from entering her home; (iv) cost of installing a fence to guard property from damage and intrusion caused by autobody work in the alleyway; (v) costs relating to her and her children not being able to use the alleyway to access their home; (vi) costs relating to repair or replacement of, or decreased value and lost use related to, the physical harm Defendants’ unlawful conduct has caused to Ms. Dix’s property, including

but not limited to physical harm to her backyard fence and to the grass and other plant life on her property; (vii) the market value decrease of her real estate caused by Defendants' conduct; (viii) her and her family's interim lost use and enjoyment of their property caused by Defendants' conduct; and (ix) her and her family's personal annoyance, inconvenience, and discomfort caused by Defendants' conduct.

## **FIRST CAUSE OF ACTION**

### **Private Nuisance**

90. Plaintiffs incorporate all of the allegations in the preceding paragraphs.

91. Defendants' ownership of the property and operation of White's Autobody causes excessive noise, noxious odors, toxic emissions from dangerous chemical sprays, attracts raccoons, rodents and vermin, blocks traffic, encroaches on common public spaces, and creates trash piles, discarded debris, oil spills staining the ground, loss of privacy, a hostile environment, fire hazards, and dangerous conditions.

92. The excessive noise, noxious odors, toxic emissions, dangerous chemical sprays, raccoons, rodents and vermin, blocked traffic, encroached upon common public spaces, trash piles, discarded debris, oil spills, loss of privacy, hostile environment, fire hazards, and dangerous conditions significantly interfere with Plaintiffs' use and enjoyment of their property.

93. Such interference is a direct result of Defendants' ownership of the property and operation of White's Autobody.

94. Defendants' actions in causing said interference are intentional and unreasonable, or negligent and abnormally reckless or dangerous.

95. Defendants know or should know that their actions cause or lead to

excessive noise, noxious odors, toxic emissions from dangerous chemical sprays, raccoons, rodents and vermin, blocked traffic, encroached upon public spaces, trash piles, discarded debris, oil spills, loss of privacy, a hostile environment, fire hazards, and dangerous conditions that are offensive and harmful to Plaintiffs.

96. Defendants' actions are unreasonable because they can take reasonable steps to mitigate the impacts on Plaintiffs. Defendants' actions are otherwise negligent and abnormally reckless or dangerous because they should know their impact on Plaintiffs.

97. Defendants have actual notice of the nuisance through direct communication from Plaintiffs, many issuances of citations by the City for violations, and visits from police officers and other agencies, and although Defendants have had a reasonable opportunity to abate the nuisance, they have failed to do so.

98. Defendants' conduct constitutes a private nuisance because it has been and will continue to be the proximate cause of damages to Plaintiffs.

99. As a result, Plaintiffs are entitled to injunctive relief requiring Defendants to abate the nuisance, and compensatory damages for, among other things, physical harm to Plaintiffs, their families, and/or property, interim lost use, and/or financial harm caused by the private nuisance, in an amount to be determined at trial.

## **SECOND CAUSE OF ACTION**

### **Public Nuisance**

100. Plaintiffs incorporate all of the allegations in the preceding paragraphs.

101. Defendants' ownership of the property and operation of White's Autobody causes excessive noise, noxious odors, toxic emissions, dangerous chemical sprays, attracts

raccoons, rodents and vermin, blocks traffic, encroaches on common public spaces, and creates trash piles, discarded debris, oil spills staining the ground, loss of privacy, a hostile environment, fire hazards, and dangerous conditions.

102. The excessive noise, noxious odors, toxic emissions, dangerous chemical sprays, raccoons, rodents and vermin, blocked traffic, encroached upon common public spaces, trash piles, discarded debris, oil spills, loss of privacy, hostile environment, fire hazards, and dangerous conditions significantly and unreasonably interfere with and cause damage to the public in their collective rights common to all, including but not limited to using public streets and sidewalks to travel to and from work, school and prayer, breathing clean air, and public peace, comfort and convenience.

103. Defendants' actions are also unreasonable in that they violate local law.

104. Plaintiffs have experienced a harm special and apart from the general public because the property and Defendants' operations pose a daily threat to Plaintiffs due to their proximity to the property.

105. Defendants' actions constitute a public nuisance.

106. Defendants have actual notice of the nuisance through direct communication from Plaintiffs, many issuances of citations by the City for violations, and visits from police officers and other agencies, and although Defendants have had a reasonable opportunity to abate the nuisance, they have failed to do so.

107. Defendants' conduct has proximately caused and will continue to cause Plaintiffs' damages.

108. As a result, Plaintiffs are entitled to injunctive relief requiring Defendants to abate the nuisance, and compensatory damages for, among other things, physical harm to

Plaintiffs, their families, and/or property, interim loss use, and/or financial harm caused by the public nuisance, in an amount to be determined at trial.

### **THIRD CAUSE OF ACTION**

#### **Trespass**

109. Plaintiffs incorporate all of the allegations in the preceding paragraphs.

110. Defendants have intentionally intruded upon Plaintiffs' property without permission or privilege. Defendants have discarded and continue to discard trash, tires and other debris in Ms. Dix's backyard. Defendants also have discarded and continue to discard trash, including two vehicle windshields, in the Bells' backyard. Plaintiffs have been and/or continue to be harmed by this behavior because it kills Ms. Dix's grass and requires all Plaintiffs to expend time and energy to clean the mess.

111. Similarly, Defendants have intentionally intruded upon Plaintiffs' property without permission or privilege by spray painting and causing spray paint particles to enter upon Plaintiffs' property, forcing them to keep their windows closed almost all the time so as to minimize their exposure to and inhalation of the spray paint particles, and seriously aggravating the asthma of Ms. Dix's young son.

112. Plaintiffs own their homes and maintain the exclusive right to use their property without interference from others.

113. Defendants' conduct constitutes trespass, and has caused and will continue to cause damage to Plaintiffs.

114. As a result, Plaintiffs are entitled to injunctive relief requiring that Defendants cease the trespassory conduct, and compensatory damages for, among other things, physical harm to Plaintiffs, their families, and/or property, interim lost use, and/or any financial harm

caused by the trespass, in an amount to be determined at trial.

#### **FOURTH CAUSE OF ACTION**

##### **Material Interference with Shared Easement**

115. Plaintiffs incorporate all of the allegations in the preceding paragraphs.

116. Owner Defendants' deed to 1830 S. Edgewood Street stipulates "free and common use, right, liberty, and privilege of the said Nineteen feet wide driveway as and for a passageway and driveway at all times hereafter, forever." See **Exhibit C**.

117. Owner Plaintiff Monique Bell's deed to 6071 Chester Avenue states "TOGETHER with the free and common use, right, liberty and privilege of the aforesaid driveway as and for a driveway and passageway at all times hereafter, forever, in common with the owners, tenants and occupiers of the other lots of ground bounding thereon and entitled to the use thereof." See **Exhibit D**.

118. Owner Plaintiff Marceline Dix's deed to 6061 Chester Avenue states "TOGETHER with the free and common use, right, liberty and privilege of the aforesaid driveway as and for a passageway and watercourse at all times hereafter forever." See **Exhibit E**.

119. In all instances, said driveway (a/k/a the aforementioned shared alleyway) is a certain nineteen feet wide alley leading Northeast to South Edgewood Street that runs parallel between Defendants' property and the row of townhouses including Plaintiffs' homes.

120. The shared alleyway is subject to a shared easement for use as a driveway and passageway.

121. Defendants have altered the character of and/or materially interfered with Plaintiffs' use and enjoyment of the shared alleyway without Plaintiffs' consent.

122. Furthermore, Plaintiffs have suffered damages as a consequence of Defendants' unlawful interference with Plaintiffs' rights to use and enjoy the alleyway and will continue to suffer such damages until the interference stops, including but not limited to damages such as physical harm to Plaintiffs' property resulting from Defendants' unlawful use of the alleyway, the value of Plaintiffs' interim lost use of the alleyway and their yards, and costs that have been and/or will be incurred by Plaintiffs in an effort to enjoy the same ability to access and use their homes and/or the alleyway as they would have but for Defendants' unlawful interference with Plaintiffs' rights under the easement.

123. As a result, Plaintiffs are entitled to injunctive relief requiring that Defendants cease the material interference, and compensatory damages for, among other things, physical harm to Plaintiffs, their families, and/or property, interim lost use, and/or financial harm caused by the material interference, in an amount to be determined at trial.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendants, including:

- (a) A declaratory judgment that Defendants' actions stated herein have constituted and will continue to constitute a private nuisance, public nuisance, trespass and material interference with a shared easement;
- (b) An injunction ordering Defendants and their agents to abate the nuisance caused by their leasing and operation of White's Autobody, prohibiting actions that cause or contribute to a private nuisance, public nuisance, trespass, and material interference with a shared easement and mandating that Defendants and their agents comply with applicable laws, regulations and licensing conditions;
- (c) An award of compensatory—or, if not, then nominal—money damages, as well as punitive damages, in an amount to be determined at trial; and
- (d) An award of such other and further legal and equitable relief as this Honorable Court deems just and appropriate.



Dated: April 25, 2023

/s/ Timothy L. Kelly

**HAUSFELD LLP**

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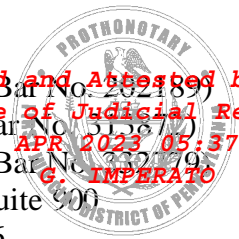
*Attorneys for Plaintiffs*

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Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm

**RAMONA MONIQUE BELL,**

6071 Chester Avenue  
Philadelphia, PA 19142

**RODNEY BELL,**

6071 Chester Avenue  
Philadelphia, PA 19142

**MARCELINE DIX,**

6061 Chester Avenue  
Philadelphia, PA 19142

Plaintiffs,

v.

**MOHAMMED AL-KHATIB a/k/a**

**MIKE MOHJAN**

1830 S. Edgewood Street  
Philadelphia, PA 19142

**ERROL WHITE d/b/a WHITE'S**

**AUTOBODY AND MECHANIC,**

1830 S. Edgewood Street  
Philadelphia, PA 19142

**WEST YORK LLC**

5400 Eadom Street  
Philadelphia, PA 19137

Defendants.

PHILADELPHIA COUNTY  
COURT OF COMMON PLEAS

CIVIL DIVISION

No: \_\_\_\_\_

JURY TRIAL DEMANDED

## **COMPLAINT - CIVIL ACTION**

### **NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Philadelphia Bar Association Lawyer  
Referral and Information Service  
1101 Market Street, 11th Floor  
Philadelphia, Pennsylvania 19107-2911  
Telephone: (215) 238-6333

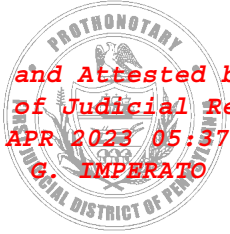
### **AVISO**

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTEMENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.**

Asociación de Licenciados de Filadelfia  
Servicio de Referencia E Información Legal  
1101 Market Street, 11th Floor  
Philadelphia, Pennsylvania 19107-2911  
Teléfono: (215) 238-6333

Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO

The seal of the Prothonotary, Judicial District of Pennsylvania, is circular. It features an eagle with wings spread, perched on a shield. The shield contains a scale of justice and a sword. The text "PROTHONOTARY" is at the top, and "JUDICIAL DISTRICT OF PENNSYLVANIA" is at the bottom.

# EXHIBIT A

MOHAMMED ALKHATIB  
WEISS BUILDING  
7600 CASTOR AVE  
PHILA PA 19152-4030

5/25/2019

Errol white and white Auto  
and all occupants

1830-32 S. Edgewood  
Side garage on ALLEY Way  
Phila, PA 19142

You must vacate the property by July 31/2019

This Termination of your Lease which it is Month  
to Month and for violating your Lease by parking  
cars in the Alleyway, working in the alleyway doing body  
work

✓

Mohammed Alkhatib



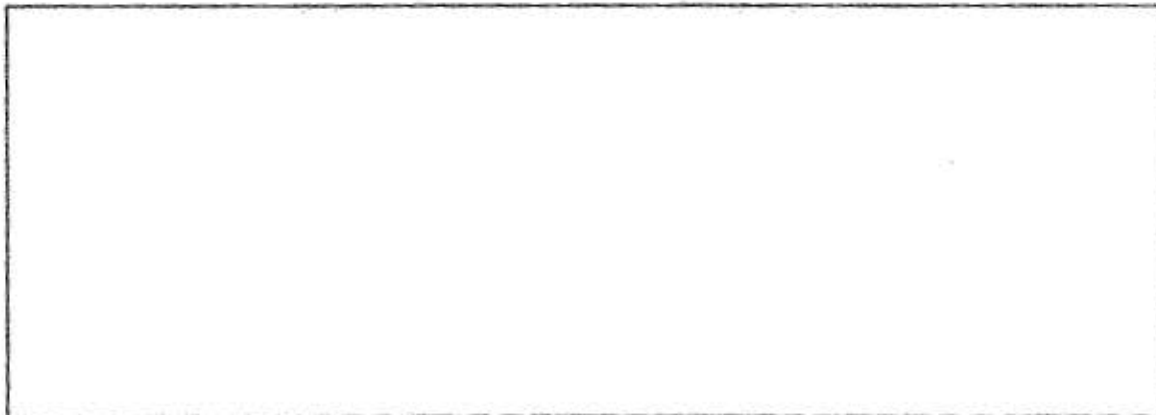
City of Philadelphia  
 Department of  
 Licenses & Inspections  
 P.O. Box 53310  
 Philadelphia, Pa. 19105

**DISPLAY PROMINENTLY**  
*if required by law*

MOHAMMED ALKHATIB  
 602 ROCKBOURNE MILLS CT  
 WALLINGFORD, PA 19086  
 USA

3702 Commercial Activity License  
 Activity License Type: Commercial Activity

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES AT END OF	EFFECTIVE DATE
3702	063805	053805		4/18/2013



**ACTIVITY LICENSE**

Interpreter services available. | خدمات الترجمة الشفهية متوفرة لدينا | Interpreterski uslugi dostupne su | 提供口译服务 | Services d'interprétation disponibles. | 통역이 제공됩니다 | Преподоставляются услуги устного перевода | Se brindan servicios de interpretación | Có sẵn dịch vụ thông dịch.

# Lease Agreement

1 - Parties

This Agreement, MADE THE 1<sup>ST</sup> day of JULY  
two thousand and FOURTEEN (2014), by and between  
MIKE MOHTAN ALKHA MOHAMMED AL-KHATIB

(hereinafter called Lessor), of the one part, and FERRIS L. WILSON LIMITED  
(hereinafter called Lessee), of the other part.

2 - Premises

WITNESSETH THAT: Lessor does hereby demise and let unto Lessee all that certain SIDE GARAGE ON ALLEYWAY  
AT 1830 S EDGWOOD STREET, PHILADELPHIA PA

in the CITY of PHILADELPHIA State of Pennsylvania, to be used and occupied as  
AUTO REPAIR SHOP - NO BODY/FENDER WORK  
and for no other purpose,

3 - Term

for the term of ONE MONTH beginning the (FIRST) 1<sup>ST</sup> day of JULY  
two thousand and FOURTEEN (2014), and ending the (LAST) 31<sup>ST</sup> day of JULY

4 - Minimum Rent

two thousand and FORTY FIVE (2014), for the minimum ONE MONTH rental of SIX  
HUNDRED AND FIFTY DOLLARS  $\frac{00}{100}$   
(Dollars) (\$ 650<sup>00</sup>), lawful money of the United States of America, payable  
in monthly installments in advance during the said term of this lease, or any renewal hereof, in sums of SIX HUNDRED FIFTY  
AND 00/100  
Dollars (\$ 650<sup>00</sup>) on the 1<sup>ST</sup> day of each month, rent to begin from the 1<sup>ST</sup> day of  
JULY, 2014, the first installment to be paid at the time of signing this lease.

ALL RENT IS DUE ON THE FIRST DAY OF EACH MONTH. RENT  
PAID AFTER THE 7<sup>TH</sup> DAY OF EACH MONTH IS LATE AND WILL BE  
ASSESSED A 10% LATE FEE. ALL RENT IS TO BE PAID IN THE  
FORM OF CERTIFIED FUNDS OR MONEY ORDERS ONLY TO:

MOHAMMED AL-KHATIB  
WEISS BLDG  
7600 CASTOR AVE  
PHILA PA 19152

5 - Liability to give Possession

If Lessor is unable to give Lessee possession of the demised premises, as herein provided, by reason of the holding over of a previous occupant, or by reason of any cause beyond the control of the Lessor, the Lessor shall not be liable in damages to the Lessee therefor, and during the period that the Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended.

6 - Additional Rent (a) Damages for Default

(a) Lessee agrees to pay as rent in addition to the minimum rental herein reserved any and all sums which may become due by reason of the failure of Lessee to comply with all the covenants of this lease and pay any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this lease, and each of them, and also any and all damages of the demised premises caused by any act or neglect of the Lessee.

(b) Taxes

(b) Lessee further agrees to pay as rent in addition to the minimum rental herein reserved all taxes assessed or imposed upon the demised premises and/or the building of which the demised premises is a part during the term of this lease, in excess of and over and above those assessed or imposed at the time of making this lease. The amount due hereunder on account of such taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof. The same shall be paid by Lessee to Lessor on or before the first day of July of each and every year.

(c) Fire Insurance Premiums

(c) Lessee further agrees to pay to Lessor as additional rent all increase or increases in fire insurance premiums upon the demised premises and/or the building of which the demised premises is a part, due to an increase in the rate of fire insurance in excess of the rate on the demised premises at the time of making this lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

(d) Water Rent

(d) Lessee further agrees to pay as additional rent, if there is a metered water connection to the said premises, all charges for water consumed upon the demised premises in excess of the yearly minimum meter charge and all charges for repairs to the said meter or meters on the premises, whether such repairs are made necessary by ordinary wear and tear, freezing, hot water, accident or other causes, immediately when the same become due.

(e) Sewer Rent

(e) Lessee further agrees to pay as additional rent, if there is a metered water connection to said premises, all sewer rental or charges for use of sewers, sewage system, and sewage treatment works servicing the demised premises in excess of the yearly minimum of such sewer charges, immediately when the same become due.

7 - Place of Payment

All rents shall be payable without prior notice or demand at the office of Lessor in MOHAMMED AL-KHATIB  
WEISS BLDG, 7600 CASTOR AVE PHILA PA 19152  
or at such other place as Lessor may from time to time designate by notice in writing.

- D-- Affirmative Covenants of Lessee
  - (a) Payment of Rent
  - (b) Cleaning, Repainting, etc.
  - (c) Requirements of Public Authorities
  - (d) Fire
  - (e) Rules and Regulations of Possession
  - (f) Notice of Fire, etc.
  - (g) Notice of Possession
  - (h) Agency on Removal
- D-- Negative Covenants of Lessee
  - (a) Use of Premises
  - (b) Assignment and Subletting
  - (c) Signs
  - (d) Alterations, Improvements
  - (e) Machinery
  - (f) Weights
  - (g) Fire Insurance
  - (h) Removal of Goods
  - (i) Vacate Premises
- 10-- Lessor's Rights
  - (a) Inspection of Premises
  - (b) Rules and Regulations
  - (c) Sign or Mark
  - (d) Discontinue Facilities and Services
- 11-- Responsibility of Lessor
  - (a) Total Destruction of Premises
  - (b) Partial Destruction of Premises
  - (c) Repairs by Lessor
  - (d) Damage for Interruption of Use
  - (e) Reimbursement of Cost of Premises
  - (f) Zoning

Lessee covenants and agrees that he will without demand

(a) Pay the rent and all other charges herein reserved as rent on the days and times and at the place that the same are made payable, without fail, and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent and/or any other charges or taxes, expenses, or costs herein agreed to be paid by the Lessee may be proceeded for and recovered by the Lessor by distraint or other process in the same manner as rent due and in arrears.

(b) Keep the demised premises clean and free from all ashes, dirt and other refuse matter; replace all glass windows, doors, etc., broken; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they now are, reasonable wear and tear and damage by accidental fire or other casualty not occurring through negligence of Lessee or those employed by or acting for Lessee alone excepted. The Lessee agrees to surrender the demised premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this lease.

(c) Comply with any requirements of any of the constituted public authorities, and with the terms of any State or Federal statute or local ordinance or regulation applicable to Lessor or his use of the demised premises, and save Lessor harmless from penalties, fines, costs or damages resulting from failure to do so.

(d) Use every reasonable precaution against fire.

(e) Comply with rules and regulations of Lessor promulgated as hereinafter provided.

(f) Peaceably deliver up and surrender possession of the demised premises to the Lessor at the expiration or sooner termination of this lease, promptly delivering to Lessor at his office all keys for the demised premises.

(g) Give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the demised premises.

(h) Lessee shall be responsible for the condition of the pavement, curb, cellar doors, awnings and other erections in the pavement during the term of this lease; shall keep the pavement free from snow and ice; and shall be and hereby agrees that Lessee is solely liable for any accidents, due or alleged to be due to their defective condition, or to any accumulations of snow and ice.

(i) The Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any sub-letting or reletting of the demised premises other than an agent approved by the Lessor

and that should Lessee do so or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessor or to said agent, the Lessee assuming all responsibility for such action.

Lessee covenants and agrees that he will do none of the following things without the consent in writing of Lessor first had and obtained:

(a) Occupy the demised premises in any other manner or for any other purpose than as above set forth.

(b) Assign, mortgage or pledge this lease or under-let or sub-lease the demised premises, or any part thereof, or permit any other person, firm or corporation to occupy the demised premises, or any part thereof; nor shall any assignee or sub-lessee assign, mortgage or pledge this lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable, the same shall be a violation of this covenant.

(c) Place or allow to be placed any stand, booth, sign or show case upon the doorsteps, vestibules or outside walls or pavements of said premises, or paint, place, erect or cause to be painted, placed or erected any sign, projection or device on or in any part of the premises. Lessee shall remove any sign, projection or device painted, placed or erected, if permission has been granted and restore the walls, etc., to their former conditions, at or prior to the expiration of this lease. In case of the breach of this covenant (in addition to all other remedies given to Lessor in case of breach of any conditions or covenants of this lease) Lessor shall have the privilege of removing said stand, booth, sign, show case, projection or device, and restoring said walls, etc., to their former condition, and Lessee, at Lessor's option, shall be liable to Lessor for any and all expenses so incurred by Lessor.

(d) Make any alterations, improvements, or additions to the demised premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the premises at the expiration or sooner determination of this lease and become the property of Lessor, unless Lessor shall, prior to the determination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions and restore the premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

(e) Use or operate any machinery that, in Lessor's opinion, is harmful to the building or disturbing to other tenants occupying other parts thereof.

(f) Place any weights in any portion of the demised premises beyond the safe carrying capacity of the structure.

(g) Do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the demised premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the demised premises, or any part thereof, or on the building of which the demised premises may be a part, caused in any way by the occupancy of Lessee.

(h) Remove, attempt to remove or manifest an intention to remove Lessee's goods or property from or out of the demised premises otherwise than in the ordinary and usual course of business, without having first paid and satisfied Lessor for all rent which may become due during the entire term of this lease.

(i) Vacate or desert said premises during the term of this lease, or permit the same to be empty and unoccupied.

Lessee covenants and agrees that Lessor shall have the right to do the following things and matters in and about the demised premises:

(a) At all reasonable times by himself or his duly authorized agents to go upon and inspect the demised premises and every part thereof, and/or at his option to make repairs, alterations and additions to the demised premises or the building of which the demised premises is a part.

(b) At any time or times and from time to time to make such rules and regulations as in his judgment may from time to time be necessary for the safety, care and cleanliness of the premises, and for the preservation of good order therein. Such rules and regulations shall, when noticed thereof is given to Lessee, form a part of this lease.

(c) To display a "For Sale" sign at any time, and also, after notice from either party of intention to determine this lease, or at any time within three months prior to the expiration of this lease, a "For Rent" sign, or both "For Rent" and "For Sale" signs; and all of said signs shall be placed upon such part of the premises as Lessor may elect and may contain such matter as Lessor shall require. Prospective purchasers or tenants authorized by Lessor may inspect the premises at reasonable hours at any time.

(d) The Lessor may discontinue all facilities furnished and services rendered, or any of them, by Lessor, not expressly covenanted for herein, it being understood that they constitute no part of the consideration for this lease.

(e) Lessee agrees to be responsible for and to relieve and hereby relieves the Lessor from all liability by reason of any injury or damage to any person or property in the demised premises, whether belonging to the Lessor or any other person, caused by any fire, breakage or leakage in any part or portion of the demised premises, or any part or portion of the building of which the demised premises is a part, or from water, rain or snow that may leak into, issue or flow from any part of the said premises, or of the building of which the demised premises is a part, or from the drains, pipes, or plumbing work of the same, or from any place or quarter, whether such breakage, leakage, injury or damage be caused by or result from the negligence of Lessor or his servants or agents or any person or persons whatsoever.

(f) Lessee also agrees to be responsible for and to relieve and hereby relieves Lessor from all liability by reason of any damage or injury to any person or thing which may arise from or be due to the use, misuse or abuse of all or any of the elevators, hatches, openings, stairways, hallways, of any kind whatsoever, which may exist or hereafter be erected or constructed on the said premises, or from any kind of injury which may arise from any other cause whatsoever on the said premises or the building of which the demised premises is a part, whether such damage, injury, use, misuse or abuse be caused by or result from the negligence of Lessor, his servants or agents or any other person or persons whatsoever.

(g) In the event that the demised premises is totally destroyed or so damaged by fire or other casualty not occurring through fault or negligence of the Lessee or those employed by or acting for him, that the same cannot be repaired or restored within a reasonable time, this lease shall absolutely cease and determine, and the rent shall abate for the balance of the term.

(h) If the damage caused as above be only partial and such that the premises can be restored to their then condition within a reasonable time, the Lessor may, at his option, restore the same with reasonable promptness, reserving the right to enter upon the demised premises for that purpose. The Lessor also reserves the right to enter upon the demised premises whenever necessary to repair damage caused by fire or other casualty to the building of which the demised premises is a part, even though the effect of such entry be to render the demised premises or a part thereof untenable. In either event the rent shall be apportioned and suspended during the time the Lessor is in possession, taking into account the proportion of the demised premises rendered untenable and the duration of the Lessor's possession. If a dispute arises as to the amount of rent due under this clause, Lessee agrees to pay the full amount claimed by Lessor. Lessee shall, however, have the right to proceed by law to recover the excess payment, if any.

(i) Lessor shall make such election to repair the premises or terminate this lease by giving notice thereof to Lessee at the leased premises within thirty days from the day Lessor received notice that the demised premises had been destroyed or damaged by fire or other casualty.

(j) Lessor shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance arising from the necessity of repairing any portion of the building, the interruption in the use of the premises, or the termination of this lease by reason of the destruction of the premises.

(k) The Lessor has let the demised premises in their present condition and without any representations on the part of the Lessor, his officers, employees, servants and/or agents. It is understood and agreed that Lessor is under no duty to make repairs or alterations at the time of letting or at any time thereafter.

(l) It is understood and agreed that the Lessor hereof does not warrant or undertake that the Lessee shall be able to obtain a permit under any Zoning Ordinance or Regulation for such use as Lessee intends to make of the said premises, and nothing in this lease contained shall obligate the Lessor, in any event, in obtaining said permits; the Lessee further agrees that in the event a permit cannot be obtained by Lessee under any Zoning Ordinance or Regulation, this lease shall not terminate without Lessor's consent, and the Lessee shall use the premises only in a manner permitted under such Zoning Ordinance or Regulation.



11- Agreements and Conditions  
 (a) Effect of Repairs on Rent  
 (b) Agency  
 (c) Waiver of Custom  
 (d) Control of Lessee  
 12- Failure of Lessee to Repair  
 14- Remedies of Lessor  
 15- Further Remedies of Lessor  
 16- Confession of Judgment  
 17- Ejectment  
 18- Affidavit of Default

(a) No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this lease.

(b) It is hereby expressly agreed and understood that the said \_\_\_\_\_ is acting as agent only and shall not in any event be held liable to the owner or to Lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease, or for any action or proceedings that may be taken by the owner against Lessee, or by Lessee against the owner.

(c) It is hereby covenanted and agreed, any law, usage or custom to the contrary notwithstanding, that Lessor shall have the right at all times to enforce the covenants and provisions of this lease in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the Lessor in refraining from so doing at any time or times; and, further, that the failure of Lessor at any time or times to enforce his rights under said covenants and provisions strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions and covenants of this lease or as having in any way or manner modified the same.

(d) This lease is granted upon the express condition that Lessee and/or the occupants of the premises herein leased, shall not conduct themselves in a manner which the Lessor in his sole opinion may deem improper or objectionable, and that if at any time during the term of this lease or any extension or continuation thereof, Lessee or any occupier of the said premises shall have conducted himself, herself or themselves in a manner which Lessor in his sole opinion deems improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein for the Lessor's failure to observe any of the aforesaid terms and conditions of this lease.

(e) In the event of the failure of Lessee promptly to perform the covenants of Section 8(b) hereof, Lessor may go upon the demised premises and perform such covenants, the cost thereof, at the sole option of Lessor, to be charged to Lessee as additional and delinquent rent.

If the Lessee

(a) Does not pay in full when due any and all installments of rent and/or any other charge or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee, or

(b) Violates or fails to perform or otherwise breaks any covenant or agreement herein contained; or

(c) Vacates the demised premises or removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(d) Becomes embarrassed or insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee, or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of the Lessee shall be sold or levied upon by any Sheriff, Marshal or Constable;

then and in any or either of said events, there shall be deemed to be a breach of this lease, and thereupon ipso facto and without entry or other action by Lessor;

(1) The rent for the entire unexpired balance of the term of this lease, as well as all other charges, payments, costs and expenses herein agreed to be paid by the Lessee, or at the option of Lessor any part thereof, and also all costs and officers' commissions including watchmen's wages and further including the five percent chargeable by Act of Assembly to the Lessor, shall, in addition to any and all installments of rent already due and payable and in arrears and/or any other charge or payment herein reserved, included or agreed to be treated or collected as rent, and/or any other charge, expense or cost herein agreed to be paid by the Lessee which may be due and payable and in arrears, be taken to be due and payable and in arrears as if by the terms and provisions of this lease, the whole balance of unpaid rent and other charges, payments, taxes, costs and expenses were on that date payable in advance; and if this lease or any part thereof is assigned, or if the premises or any part thereof is sub-let, Lessee hereby irrevocably constitutes and appoints Lessor Lessee's agent to collect the rents due by such assignor or sub-lessee and apply the same to the rent due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder;

(2) This lease and the term hereby created shall determine and become absolutely void without any right on the part of the Lessee to save the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken; whereupon, Lessor shall be entitled to recover damages for such breach in an amount equal to the amount of rent reserved for the balance of the term of this lease, less the fair rental value of the said demised premises, for the residue of said term.

In the event of any default as above set forth in Section 14, the Lessor, or anyone acting on Lessor's behalf, at Lessor's option:

(a) may without notice or demand enter the demised premises, breaking open locked doors if necessary to effect entrance, without liability to action for prosecution or damages for such entry or for the manner thereof, for the purpose of distraining or levying and for any other purposes, and take possession of and sell all goods and chattels at auction, on three days' notice served in person on the Lessee or left on the premises, and pay the said Lessor out of the proceeds, and even if the rent be not due and unpaid, should the Lessee at any time remove or attempt to remove goods and chattels from the premises without leaving enough thereon to meet the next periodical payment, Lessee authorizes the Lessor to follow for a period of ninety days after such removal, take possession of and sell at auction, upon like notice, sufficient of such goods to meet the proportion of rent accrued at the time of such removal; and the Lessee hereby releases and discharges the Lessor, and his agents, from all claims, actions, suits, damages, and penalties, for or by reason or on account of any entry, distraint, levy, appraisement or sale; and/or

(b) may enter the premises, and without demand proceed by distress and sale of the goods there found to levy the rent and/or other charges herein payable as rent, and all costs and officers' commissions, including watchmen's wages and sums chargeable to Lessor, and further including a sum equal to 5% of the amount of the levy as commissions to the constable or other person making the levy, shall be paid by the Lessee, and in such case all costs, officers' commission and other charges shall immediately attach and become part of the claim of Lessor for rent, and any tender of rent without said costs, commission and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of the Lessor. Lessee hereby expressly waives in favor of Lessor the benefit of all laws now made or which may hereafter be made regarding any limitation as to the goods upon which, or the time within which, distress is to be made after removal of goods, and further relieves the Lessor of the obligations of proving or identifying such goods, it being the purpose and intent of this provision that all goods of Lessee, whether upon the demised premises or not, shall be liable to distress for rent. Lessee waives in favor of Lessor all rights under the Act of Assembly of April 6, 1951, P. L. 69, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five days from said distraint without any appraisement and/or condemnation thereof.

(c) The Lessee further waives the right to issue a Writ of Replevin under the Pennsylvania Rules of Civil Procedure, No. 1071 et. seq. and Laws of the Commonwealth of Pennsylvania, or under any other law previously enacted and now in force, or which may be hereafter enacted, for the recovery of any articles, household goods, furniture, etc., seized under a distress for rent or levy upon an execution for rent, damages or otherwise; all waivers heretofore mentioned are hereby extended to apply to any such action; and/or

(d) may lease said premises or any part or parts thereof to such person or persons as may in Lessor's discretion seem best and the Lessee shall be liable for any loss of rent for the balance of the then current term.

If rent and/or any charges hereby reserved as rent shall remain unpaid on any day when the same ought to be paid, Lessee hereby empowers any Prothonotary, Clerk of Court or attorney of any Court of Record to appear for Lessee in any and all actions which may be brought for rent and/or the charges, payments, costs and expenses reserved as rent, or agreed to be paid by the Lessee and/or to sign for Lessee an agreement for entering in any competent Court an amicable action or actions for the recovery of rent or other charges, payments, costs and expenses, and in said suits or in said amicable action or actions to confess judgment against Lessee for all or any part of the rent specified in this lease and then unpaid including, at Lessor's option, the rent for the entire unexpired balance of the term of this lease, and/or other charges, payments, costs and expenses reserved as rent or agreed to be paid by the Lessee, and for interest and costs together with any attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any of said rent and/or other charges, payments, costs and expenses, reserved as rent shall fall due or be in arrears, and such powers may be exercised as well after the expiration of the original term and/or during any extension or renewal of this lease.

When this lease shall be determined by condition broken, either during the original term of this lease or any renewal or extension thereof, and also when and as soon as the term hereby created or any extension thereof shall have expired, it shall be lawful for any attorney as attorney for Lessee to file an agreement for entering in any competent Court an amicable action and judgment in ejectment against Lessee and all persons claiming under Lessee for the recovery by Lessor of possession of the herein demised premises, for which this lease shall be his sufficient warrant, whereupon, if Lessor so desires, a writ of Execution or of Possession may issue forthwith, without any prior writ or proceedings whatsoever, and provided that if for any reason after such action shall have been commenced the same shall be determined and the possession of the premises hereby demised remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this lease as heretofore set forth, to bring one or more amicable action or actions as heretofore set forth to recover possession of the said premises.

In any amicable action of ejectment and/or for rent in arrears, Lessor shall first cause to be filed in such action an affidavit made by him or someone acting for him setting forth the facts necessary to authorize the entry of judgment, of which facts such affidavit shall be conclusive evidence and if a true copy of this lease (and of the truth of the copy such affidavit shall be sufficient evidence) be filed in such action, it shall not be necessary to file the original as a warrant of attorney, any rule of Court, custom or practice to the contrary notwithstanding.

- 18—Waivers by Lessee of Errors, Right of Appeal, Stay, Execution, Inquisition
- 20—Right of Assignee of Lessor
- 21—Remedies Condemnation
- 22—Condemnation
- 23—Subordination
- 24—Termination of Lease
- 25—Notice
- 26—Lease Contains All Agreements
- 27—Notice and Assignees
- 28—Security Deposit
- 29—Headings No Part of Lease

Lessee expressly agrees that any judgment, order or decree entered against him by or in any Court or Magistrate by virtue of the powers of attorney contained in this lease, or otherwise, shall be final, and that he will not take an appeal, certiorari, writ of error, exception or objection to the same, or file a motion or rule to strike off or open or to stay execution of the same, and releases to Lessor and to any and all attorneys who may appear for Lessee all errors in the said proceedings, and all liability therefor. Lessee expressly waives the benefits of all laws, now or hereafter in force, exempting any goods on the demised premises, or elsewhere from distraint, levy or sale in any legal proceedings taken by the Lessor to enforce any rights under this lease. Lessee further waives the right of inquisition on any real estate that may be levied upon to collect any amount which may become due under the terms and conditions of this lease, and does hereby voluntarily condemn the same and authorizes the Prothonotary or Clerk of Court to issue a Writ of Execution or other process upon Lessee's voluntary condemnation, and further agrees that the said real estate may be sold on a Writ of Execution or other process. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly, either at the end of the term or sooner termination of this lease, or for nonpayment of rent or any other reason Lessee specifically waives the right to the three months' notice and/or the fifteen or thirty days' notice required by the Act of April 6, 1951, P. L. 69, and agrees that five days' notice shall be sufficient in either or any other case.

The right to enter judgment against Lessee and to enforce all of the other provisions of this lease hereinabove provided for may, at the option of any assignee of this lease, be exercised by any assignee of the Lessor's right, title and interest in this lease in his, her or their own name, notwithstanding the fact that any or all assignments of the said right, title and interest may not be executed and/or witnessed in accordance with the Act of Assembly of May 28, 1715, 1 Sm. L. 90, and all supplements and amendments thereto that have been or may hereafter be passed and Lessee hereby expressly waives the requirements of said Act of Assembly and any and all laws regulating the manner and/or form in which such assignments shall be executed and witnessed.

All of the remedies hereinbefore given to Lessor and all rights and remedies given to him by law and equity shall be cumulative and concurrent. No determination of this lease or the taking or recovering of the premises shall deprive Lessor of any of his remedies or actions against the Lessee for rent due at the time or which, under the terms hereof, would in the future become due as if there has been no determination, or for any and all sums due at the time or which, under the terms hereof, would in the future become due as if there had been no determination, nor shall the bringing of any action for rent or breach of covenant, or the resort to any other remedy herein provided for the recovery of rent be construed as a waiver of the right to obtain possession of the premises.

In the event that the premises demised or any part thereof is taken or condemned for a public or quasi-public use, this lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor, and rent shall abate in proportion to the square feet of leased space taken or condemned or shall cease if the entire premises be so taken. In either event the Lessee waives all claims against the Lessor by reason of the complete or partial taking of the demised premises, and it is agreed that the Lessee shall not be entitled to any notice whatsoever of the partial or complete termination of this lease by reason of the aforesaid.

This Agreement of Lease and all its terms, covenants and provisions are and each of them is subject and subordinate to any lease or other arrangement or right to possession, under which the Lessor is in control of the demised premises, to the rights of the owner or owners of the demised premises and of the land or buildings of which the demised premises are a part, to all rights of the Lessor's landlord and to any and all mortgages and other encumbrances now or hereafter placed upon the demised premises or upon the land and/or the buildings containing the same; and Lessee expressly agrees that if Lessor's tenancy, control, or right to possession shall terminate either by expiration, forfeiture or otherwise, then this lease shall thereupon immediately terminate and the Lessee shall, thereupon, give immediate possession; and Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

It is hereby mutually agreed that either party hereto may terminate this lease at the end of said term by giving to the other party written notice thereof at least 30 DAYS prior thereto, but in default of such notice, this lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof as are herein contained for a further period of 30 DAYS and so on from MONTH to MONTH unless or until terminated by either party hereto, giving the other 30 DAYS written notice for removal previous to expiration of the then current term; PROVIDED, however, that should this lease be continued for a further period under the terms hereinabove mentioned, any allowances given Lessee on the rent during the original term shall not extend beyond such original term, and further provided, however, that if Lessor shall have given such written notice prior to the expiration of any term hereby created, of his intention to change the terms and conditions of this lease, and Lessee shall not within 30 days from such notice notify Lessor of Lessee's intention to vacate the demised premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall give notice, as stipulated in this lease, of intention to vacate the demised premises at the end of the present term, or any renewal or extension thereof, and shall fail or refuse so to vacate the same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option either (a) to disregard the notice so given as having no effect, in which case all the terms and conditions of this lease shall continue thereafter with full force precisely as if such notice had not been given, or (b) Lessor may, at any time within thirty days after the present term or any renewal or extension thereof, as aforesaid, give the said Lessee ten days' written notice of his intention to terminate the said lease; whereupon the Lessee expressly agrees to vacate said premises at the expiration of the said period of ten days specified in said notice. All powers granted to Lessor by this lease may be exercised and all obligations imposed upon Lessee by this lease shall be performed by Lessee as well during any extension of the original term of this lease as during the original term itself.

All notices required to be given by Lessor to Lessee shall be sufficiently given by leaving the same upon the demised premises, but notices given by Lessee to Lessor must be given by registered mail, and as against Lessor the only admissible evidence that notice has been given by Lessee shall be a registry return receipt signed by Lessor or his agent.

It is expressly understood and agreed by and between the parties hereto that this lease and the riders attached hereto and forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his Agents and Lessee relative to the demised premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein, and the word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein, be the same one or more; and if there shall be more than one Lessee, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The words "his" and "him" wherever stated herein shall be deemed to refer to the "Lessor" and "Lessee" whether such Lessor or Lessee be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as aforesaid.

Lessee shall, upon execution hereof, deposit with Lessor as security for the performance of all the terms, covenants, and conditions of this lease, the sum of \$ 0 (ZERO)

This deposit is to be retained by Lessor until the expiration of this lease and shall be returnable to Lessee provided that (1) premises have been vacated; (2) Lessor shall have inspected the premises after such vacation; and (3) Lessee shall have complied with all the terms, covenants and conditions of this lease, in which event the deposit so paid hereunder shall be returned to Lessee; otherwise, said sum deposited hereunder or any part thereof may be retained by Lessor at his option, as liquidated damages, or may be applied by Lessor against any actual loss, damage or injury chargeable to Lessee hereunder or otherwise, if Lessor determines that such loss, damage or injury exceeds said sum deposited. Lessor's determination of the amount, if any, to be returned to Lessee shall be final. It is understood that the said deposit is not to be considered as the last rental due under the lease.

Any headings preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this lease, nor shall they affect its meaning, construction or effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

SEALED AND DELIVERED IN THE PRESENCE OF:

\_\_\_\_\_ (AGENT)

X \_\_\_\_\_ X Errol White

X Mike Mohamed Al-Khatib M. K. MOHAMMAD AL-KHATIB

\_\_\_\_\_

\_\_\_\_\_

SEAL SEAL SEAL

# LEASE,

M. K. MOHAMMAD AL-KHATIB  
MOHAMMED AL-KHATIB

TO

Premises 1830 S CEDARWOOD ST

Rent, \$ 650.00 per MONTH

Commence JULY 1, 2014

Expires JULY 31, 2014

John C. Clark Co., Phila.

FOR VALUE RECEIVED \_\_\_\_\_ hereby assign, transfer and set over unto \_\_\_\_\_

Executors, Administrators, Successors and Assigns, all \_\_\_\_\_ right, title and interest in the within \_\_\_\_\_ and all benefit and advantages to be derived therefrom.

WITNESS \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 20 \_\_\_\_\_

SEALED AND DELIVERED  
IN PRESENCE OF



Addendum to Lease for  
1830-32 S Edgewood Street, SIDE Garage, D.U. ALLEYWAY

Additional Clauses:

1. Tenant is responsible for carrying his own Fire, Theft, and Liability Insurance. Owner and Lessor are not responsible for any damages to or loss of business use, etc. of tenant's property.
2. LANDLORD WILL PAY WATER SERVICE CHARGE AND STORMWATER CHARGES. TENANT TO PAY  $\frac{1}{6}$  OF WATER USAGE ONLY.
3. Tenant is to pay his own utilities.
4. Property is leased in "as is" condition. All repairs are the responsibility of the Lessee (TENANT).
5. Tenant is to pay for and provide his own heat to the garage.
6. All licenses, zoning, and Use permits, variances, etc. as operation of auto repair garage are the sole responsibility of the tenant.

X \_\_\_\_\_  
LANDLORD - MIKE MAHJAN AKA  
MOHAMMED AL-KHATIB

\_\_\_\_\_  
DATE

X *Emel Khatib*  
TENANT -

X \_\_\_\_\_  
TENANT -

Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO

The seal of the Prothonotary, Judicial District of Pennsylvania, is circular. It features an eagle with wings spread, perched on a shield. The shield contains a scale of justice and a sword. The text "PROTHONOTARY" is at the top, and "JUDICIAL DISTRICT OF PENNSYLVANIA" is at the bottom.

# EXHIBIT B



CITY OF PHILADELPHIA  
DEPARTMENT OF  
LICENSES AND  
INSPECTIONS

Operations Division, West District  
1401 JFK Blvd., 11th Floor  
Philadelphia, PA 19102  
Office: 215-686-2593  
Email : OperationsWest@phila.gov

**INITIAL NOTICE OF VIOLATION AND ORDER**

MOHJAN MIKE  
7600 CASTOR AVE  
PHILADELPHIA PA 19152-4030

L&I Case Number: 690975  
Date of Notice: 06/18/2019

**Property In Violation: 1830 S EDGEWOOD ST**

Dear Sir/Madam,

On 06/14/2019 the Department of License and Inspections conducted an inspection/investigation of the above property and found it in violation of the Philadelphia Code. The results of the inspection are included in the violation section below. A re-inspection will be conducted on or about 07/19/2019 to determine compliance with this order.

If you have any questions regarding this notice please contact Inspector Charles Wise (Charles.Wise@phila.gov) or the District Office noted above.

**YOU ARE ORDERED TO CORRECT THE FOLLOWING VIOLATIONS PRIOR TO THE NEXT REINSPECTION DATE INCLUDED ON THIS NOTICE**

**VIOLATIONS:**

The Department has conducted an inspection and found that you are using the sidewalk and/or street for non-emergency, motor vehicle repair in violation of section 9-207 of the Philadelphia Code. This activity must cease immediately.

**Location:** driveway between 1830 S Edgewood St and the rear of Chester Ave.

vehicles in multiple situations found in this area. must be removed , this area is not zoned for storage of vehicles or parking.

**RIGHT TO APPEAL**

You have the right to appeal these violations within thirty (30) days of the Date of this Notice or five (5) days for Unsafe or Imminently Dangerous violations. Appeals must be submitted in writing on approved forms to the Boards Administration Unit 11th floor Municipal Services Building 1401 John F Kennedy Blvd Philadelphia PA 19102. The appeal form can be downloaded from the L&I website at [www.phila.gov/li](http://www.phila.gov/li). If you have any questions call (215) 686-2427.

PLEASE NOTE: TO APPEAL FIRE CODE VIOLATIONS ONLY, designated by an "F" prefix, you will need to file a FIRE CODE VIOLATION APPEAL with the Board of Safety and Fire Prevention.



CITY OF PHILADELPHIA  
DEPARTMENT OF  
LICENSES AND  
INSPECTIONS

Operations Division, West District  
1401 JFK Blvd., 11th Floor  
Philadelphia, PA 19102  
Office: 215-686-2593  
Email : OperationsWest@phila.gov

### INITIAL NOTICE OF VIOLATION AND ORDER

L&I Case Number: **690975**

The appeal form and directions can be downloaded from the Fire Department website by going to [www.phila.gov/fire](http://www.phila.gov/fire) and clicking on FORMS.

#### **PENALTIES AND FEES**

Fines shall be imposed from the date of this notice and shall be assessed in the amount of \$150 to \$2000 per violation each and every day the violation remains uncorrected.

Your failure to correct the violations may result in the revocation or suspension of certain licenses and permits. Your failure to correct the violations may also result in the City filing a legal action against you to obtain compliance, an injunction, and the imposition of fees and fines.

Failure to comply with the terms of this Notice will result in an automatic assessment of reinspection fees in accordance with Section 901 of the Philadelphia Administrative Code. \$100.00 will be imposed on the second failed reinspection, \$200.00 on the third failed reinspection, and \$350.00 for the fourth and any subsequent failed inspections.

Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO

The seal of the Prothonotary, Judicial District of Pennsylvania, is circular. It features an eagle with wings spread, perched on a shield. The shield contains a scale of justice and a sword. The text "PROTHONOTARY" is at the top, and "JUDICIAL DISTRICT OF PENNSYLVANIA" is at the bottom.

# EXHIBIT C



Prepared By: **Keystone Premier Settlement Services, LLC**  
ATTN: Lauri Pruyn  
1400 N. Providence Rd, Bldg 2, Ste 1000  
Media, PA19063  
Phone: 484-468-1340

Return To: **Keystone Premier Settlement Services, LLC**  
ATTN: Lauri Pruyn  
1400 N. Providence Rd, Bldg 2, Ste 1000  
Media, PA19063  
Phone: 484-468-1340

**401143100**  
1830 S Edgewood Street, Philadelphia,  
PA 19142  
File No. 304-045629

Fee Simple Deed

**This Deed**, made on July 12, 2022, between,

**Mike Mohjan a/k/a Mohammed F. Al-Khatib**

hereinafter called the Grantor of the one part, and

**West York LLC**

hereinafter called the Grantee of the other part,

Witnesseth, that in consideration of **Two Hundred Fifty Thousand and 00/100 Dollars, (\$250,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns as SOLE OWNER.

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected being Seventy-three individual garages and one work shop.

SITUATE in the Fortieth Ward of the City of Philadelphia, described according to a Survey thereof made by G.L. Martin, Esq., Surveyor and Regulator of the 12th District of the City of Philadelphia on the Fifth day of May A.D. 1921, as follows, to wit:

BEGINNING at a point on the Southwesterly side of Edgewood Street at the distance of Ninety-seven feet Six inches Northwestwardly from the Northwestery side of Chester Avenue (said point being in the center of a certain Nineteen feet wide driveway); thence along the center of said driveway and parallel with Chester Avenue Southwestwardly Three hundred Ninety-six feet to a point; thence Northwestwardly Eight feet Six and one-half inches to a point; thence North Thirty-four degrees, Forty minutes, Thirteen seconds East four hundred Nine feet Six and three-quarters inches to a point; thence Southeastwardly partly along the Southwesterly side of Edgewood Street One hundred Thirteen feet One inch to the point and place of beginning.

TOGETHER with the free and common use, right, liberty and privilege of the said Nineteen feet wide driveway as and for a passageway and driveway at all times hereafter, forever.

BEING known as 1830 South Edgewood Street.

OPA NO. 401143100

BEING the same premises which John D. Green, Sheriff of the County of Philadelphia in the Commonwealth of Pennsylvania, by Deed dated 02/24/1997 and recorded 03/18/1997 in the Office of the Recorder of Deeds in and for the County of Philadelphia in Deed Book JTD 256, Page 509, granted and conveyed unto Mike Mohjan.

AND the said Mike Mohjan is also known as Mohamed F. Al-Khatib.

And the said Grantor does hereby covenant to and with the said Grantee that he/she/they, the said Grantor, his/her/their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her/their heirs and assigns, against the said Grantor and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/they or any of them.

In witness whereof, the said Grantor have caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Mike Mohjan

Mike Mohjan

a/k/a Mohammed F. Al-Khatib

Mohammed F. Al-Khatib

State/Commonwealth of PA

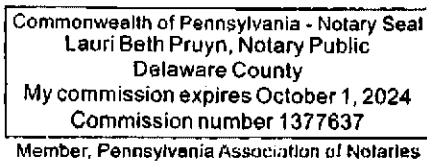
County of Delaware

On this July 12, 2022, before me, the undersigned officer, personally appeared **Mike Mohjan a/k/a Mohammed F. Al-Khatib**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]

Notary Public



# DEED

File No. 304-045629

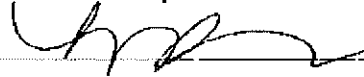
Grantor: Mohammed F. Al-Khatib

Grantee: West York LLC

I certify the address of the Grantee to be, and mail tax bill to:

5400 Eadom St. Philadelphia PA 19137

Certified by: \_\_\_\_\_



Premises: 1830 S Edgewood Street, Philadelphia, City of Philadelphia, Philadelphia County, State/Commonwealth of Pennsylvania

# PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with 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 <b>West York LLC</b>	Telephone Number
Street Address	City State Zip Code

**B. TRANSFER DATA**

Grantor(s)/Lessor(s) <b>Mohammed F. Al-Khatib</b>	DATE OF ACCEPTANCE OF DOCUMENT:
Street Address <b>602 Rockbourne Mills Court</b>	Grantee(s)/Lessee(s) <b>West York LLC</b>
City State Zip Code <b>Wallingford PA 19086</b>	Street Address <b>1830 S Edgewood Street</b>
City State Zip Code <b>Philadelphia PA 19142</b>	City State Zip Code <b>Philadelphia PA 19142</b>

**D. PROPERTY LOCATION**

Street Address <b>1830 S Edgewood Street</b>	City, Township, Borough <b>Philadelphia</b>
County <b>Philadelphia</b>	School District <b>Philadelphia</b>
	Tax Parcel Number <b>401143100</b>

**E. VALUATION DATA**

1. Actual Cash Consideration <b>\$250,000.00</b>	2. Other Consideration <b>+ 0.00</b>	3. Total Consideration <b>= \$250,000.00</b>
4. County Assessed Value <b>\$375,800</b>	5. Common Level Ratio Factor <b>X 1.08</b>	6. Fair Market Value <b>= \$405,864</b>

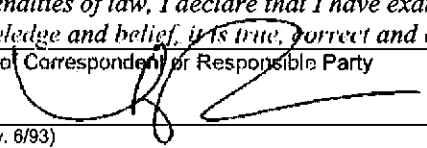
**F. EXEMPTION DATA**

1a. Amount of Exemption <b>0</b>	1b. Percentage of Interest Conveyed <b>100%</b>
-------------------------------------	----------------------------------------------------

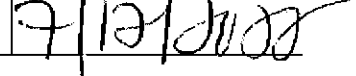
**Check Appropriate Box Below for Exemption Claimed.**

- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- 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/Page Number \_\_\_\_\_ Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed.)
- Corrective deed (Attach copy of the prior deed).
- Transfer to the Industrial Development Agency.
- Transfer to agent/straw party (Attach complete copy of agency/straw party agreement.)
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \_\_\_\_\_
- Other (Please explain exemption claimed, if other than listed above.)

*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
 

Date

 7/12/2022
 

Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO

The seal of the Prothonotary, Judicial District of Pennsylvania, is circular. It features an eagle with wings spread, perched on a shield. The shield contains a scale of justice and a sword. The text "PROTHONOTARY" is at the top, and "JUDICIAL DISTRICT OF PENNSYLVANIA" is at the bottom.

# EXHIBIT D

Prepared by and Return to:



52468840  
Page: 1 of 5  
04/10/2012 11:39AM

This Document Recorded  
04/10/2012 11:39AM Doc Code: D State RTT: 0.00 Local RTT: 0.00  
Doc Id: 52468840  
Receipt #: 1102428  
Rec Fee: 230.00  
Commissioner of Records, City of Philadelphia

UPI # 40-1-2198-00

This Indenture, made the 2ND day of APRIL, 2012

Between

**JOYCE ALEXANDER**

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

**RAMONA MUNFORD**

(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **One And 00/100 Dollars (\$1.00)** lawful money of the United States of America, unto her well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, as sole owner

Street Address: **6071 Chester Avenue, Philadelphia, PA 19142**

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected.

SITUATE on the Northerly side of Chester Avenue at the distance of One hundred and Ninety-eight feet Westwardly from the Westerly side of Edgewood Street in the 40<sup>th</sup> Ward of the City of Philadelphia.

CONTAINING in front or breadth on the said Chester Avenue fifteen feet two inches and extending of that width in length or depth Northwardly between parallel lines at right angles to the said Chester Avenue Ninety-seven feet six inches to the middle line of a certain Nineteen feet wide driveway which extends Eastwardly into the said Edgewood Street.

BEING known as 6071 Chester Avenue.

TOGETHER with the free and common use, right, liberty and privilege of the aforesaid driveway as and for a driveway and passageway at all times hereafter, forever, in common with the owners, tenants and occupiers of the other lots of ground bounding thereon and entitled to the use thereof.

BEING the same premises which Lawrence C. Dunleavy by Deed dated 4/26/1978 and recorded 4/28/1978 at Philadelphia in Deed Book DCC 1641 page 399, granted and conveyed unto Joyce Alexander, in fee.

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, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of her, 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 Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her 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 Grantee, her heirs and assigns, that she, 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 Grantee, her heirs and assigns, against her, the said Grantor, and her heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has hereunto set her hand and seal. Dated the day and year first above written.

Sealed and Delivered  
IN THE PRESENCE OF US:

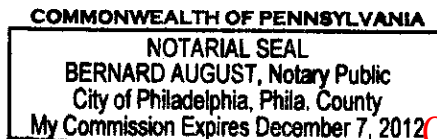
Bernard August                      Joyce Alexander {SEAL}  
JOYCE ALEXANDER

Commonwealth of Pennsylvania } ss  
County of Philadelphia

On this, the 2nd day of APRIL, 2012, before me, the undersigned Notary Public, personally appeared **JOYCE ALEXANDER**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bernard August  
Notary Public  
My commission expires \_\_\_\_\_



The precise residence and the complete post office address of the above-named Grantee is:

**6071 Chester Avenue  
Philadelphia, PA 19142**

*Remona M. Murford*  
On behalf of the Grantee



# Deed

UPI # 40-1-2198-00

JOYCE ALEXANDER

TO

RAMONA MUNFORD

PREMISES: 6071 CHESTER AVENUE,  
PHILADELPHIA, PA

# 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 consideration/value is/is not set forth in the deed, (2) when the deed is with 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 <b>JOYCE ALEXANDER</b>	TELEPHONE NUMBER: AREA CODE ( )
STREET ADDRESS <b>6071 Chester Avenue</b>	CITY <b>Philadelphia</b>
STATE <b>PA</b>	ZIP CODE <b>19142</b>

<b>B. TRANSFER DATA</b>			DATE OF ACCEPTANCE OF DOCUMENT:		
GRANTOR(S)/LESSOR(S) <b>JOYCE ALEXANDER</b>			GRANTEE(S)/LESSEE(S) <b>RAMONA MUNFORD</b>		
STREET ADDRESS <b>6071 Chester Avenue</b>			STREET ADDRESS <b>6071 Chester Avenue</b>		
CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19142</b>	CITY <b>Philadelphia</b>	STATE <b>PA</b>	ZIP CODE <b>19142</b>

<b>C. PROPERTY LOCATION</b>		
STREET ADDRESS <b>6071 Chester Avenue</b>		CITY, TOWNSHIP, BOROUGH <b>Philadelphia City</b>
COUNTY <b>Philadelphia</b>	SCHOOL DISTRICT <b>Philadelphia</b>	TAX PARCEL NUMBER <b>40-1-2198-00</b>

<b>D. VALUATION DATA</b>		
1. ACTUAL CASH CONSIDERATION <b>1.00</b>	2. OTHER CONSIDERATION <b>+ 0</b>	3. TOTAL CONSIDERATION <b>= 1.00</b>
4. COUNTY ASSESSED VALUE <b>5,856.00</b>	5. COMMON LEVEL RATIO FACTOR <b>X 5.53</b>	6. FAIR MARKET VALUE <b>= 32,383.68</b>

<b>E. EXEMPTION DATA</b>	
1A. AMOUNT OF EXEMPTION <b>100%</b>	1B. PERCENTAGE OF INTEREST CONVEYED <b>100%</b>

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_  
(NAME OF DECEDENT) (ESTATE FILE NUMBER)
- 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.) \_\_\_\_\_  
**This is a conveyance from mother to daughter; therefore not taxable.**

*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.*

SIGNATURE OF CORRESPONDENT OR RESPONSIBLE PARTY <b>JOYCE ALEXANDER</b> <i>Joyce Alexander</i>	DATE <b>4/2/12</b>
--------------------------------------------------------------------------------------------------	-----------------------

Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO

The seal of the Prothonotary, Judicial District of Pennsylvania, is circular. It features an eagle with wings spread, perched on a shield. The shield contains a scale of justice and a sword. The text "PROTHONOTARY" is at the top, and "JUDICIAL DISTRICT OF PENNSYLVANIA" is at the bottom.

# EXHIBIT E

Doc Id: 53212932 Page 1 of 8  
05/17/2017 10:57 AM  
This Document Recorded Doc Id: 53212932 Doc Code: D  
05/17/2017 10:57 AM Receipt #: 17-50322  
Rec Fee: \$252.00 State RTT: \$0.00 Local RTT: \$0.00  
Records Department, City of Philadelphia MB

Prepared by / return to:  
Brenda L. Jones, Esquire  
Supreme Court ID #79109  
433 West Market Street, Ste. 12  
West Chester, PA 19382  
Email: BLJesq@comcast.net  
Telephone: (610) 431-2227  
Facsimile: (610) 431-2594

**THIS INDENTURE** made the 2nd day of May 2017,  
**BETWEEN AIDA RUSH**, Administratrix of the Estate of Deborah Rush also  
known as Deborah Smith [maiden name], by way of Letters of  
Administration granted by the Office of the Register of Wills of Philadelphia  
County, file number A4281-2016, and the said **DEBORAH RUSH** a/k/a  
**DEBORAH SMITH** departed this life on September 26, 2016

(hereinafter called the Grantor), of the one part

AND

**MARCELINE DIX** and **NICHOLAS HARPER**, daughter and son of Deborah  
Rush,

(hereinafter called the Grantees), of the other part, as  
**joint tenants with right of survivorship.**

**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 her  
well and truly paid by the said Grantees at or before the sealing and delivery  
hereof, the receipt whereof is hereby acknowledged, have granted,  
bargained, sold, released and confirmed, and by these presents does grant,  
bargain, sell, release and confirm unto the said Grantees, their heirs and  
assigns,

**ALL THAT CERTAIN** lot or piece of ground with the Buildings and  
improvements thereon erected,

6061 Chester Avenue

**SITUATE** on the Northwest side of Chester Avenue at the distance of One Hundred Twenty-two feet two inches Southwestward from the Southwest side of Edgewood Street in the Fortieth Ward of the City of Philadelphia,

**CONTAINING** in front or breath on the said Chester Avenue Fifteen feet two inches and extending of that width in length or depth Northwestwardly between parallel lines at right angles to the said Chester Avenue Ninety-seven feet six inches to the middle of a certain Nineteen feet wide Driveway leading Northeastward to the said Edgewood Street,

**BEING KNOW** as No. 6061 Chester Avenue.

**BEING** the same premises which DEBORAH RUSH, by deed dated May 19, 1987 and recorded on July 14, 1987 in Deed book D 0828, Page 011, granted unto DEBORAH SMITH in fee.

**BEING** the same premises that ALONZO RUSH, single man, by Deed dated September 9, 1986 and recorded on October 8, 1986 in Philadelphia County in Deed Book D 0596, Page 424, granted and conveyed unto DEBORAH RUSH in fee.

**TOGETHER** with the free and common use, right, liberty and privilege of the aforesaid driveway as and for a passageway and watercourse at all times hereafter forever.

**UNDER AND SUBJECT** to certain restrictions as of record.

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

6061 Chester Avenue

**TO HAVE AND TO HOLD** the said lot or piece of ground described with the buildings and improvements thereon erected hereditaments and premises hereby granted. Or mentioned and intended so to be, with the appurtenances, into 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, her heirs, executors and administrators does covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that she the said Grantor and her heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against her, the said Grantor and her heirs, and against all and every person and persons whosoever lawfully claiming or to claim the same or any part thereof, by, from or under or any of them, shall and will

**WARRANT** and forever **DEFEND**.

**IN WITNESS WHEREOF**, the party of the first part here unto set her hand and seal. Dated the day and year first above written.

  
Aida Rush, Administratrix

6061 Chester Avenue

**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA:**

**COUNTY OF** Philadelphia : **SS.**  
:

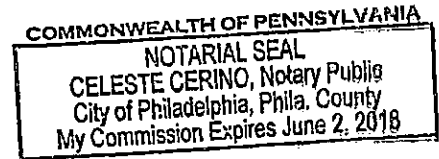
ON THIS, the 2nd day of May, 2017, before me, the undersigned officer, personally appeared AIDA RUSH, Administratrix of the Estate of Deborah Rush, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Celeste Cerino

Notary Public

My Commission Expires: June 2, 2018



6061 Chester Avenue

**DEED**

**GRANTOR:** AIDA RUSH, ADMINISTRATRIX

TO

**GRANTEES:** MARCELINE DIX and NICHOLAS HARPER

**PREMISES**

6061 Chester Avenue  
Philadelphia, PA 19142

The address of the within Grantees is:

6061 Chester Avenue  
Philadelphia, PA 19142-1430

Certified by:

  
Brenda L. Jones, Esquire



**Office of the Register of Wills of Philadelphia County, Pennsylvania**

File #: A4281-2016

Commonwealth of Pennsylvania

County of Philadelphia

} ss.

I, **RONALD R. DONATUCCI, ESQUIRE**, Register for the Probate of Wills and Granting Letters of Administration in and for the County of Philadelphia, in the Commonwealth of Pennsylvania

DO HEREBY CERTIFY AND MAKE KNOWN That on the 14th day of November

in the year of our Lord 2016 LETTERS OF ADMINISTRATION

on the Estate of DEBORAH L RUSH

(AKA: DEBORAH RUSH)

Deceased, were granted unto AIDA TUERE RUSH

having first been qualified well and truly to administer the same. And I further certify that no revocation of said Letters appears of record.

Date of death 9/26/2016

Given under my hand and seal of office, this 14th day of November, 2016

*[Handwritten Signature]*  
Deputy Register



NOT VALID WITHOUT ORIGINAL SIGNATURE AND IMPRESSED SEAL

# 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 consideration/value is/is not set forth in the deed, (2) when the deed is with 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:

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

Name BRENDA L. JONES, ESQ.	Telephone Number: (610) 431-2227
Mailing Address 433 WEST MARKET STREET, SUITE 12	City WEST CHESTER
	State PA
	ZIP Code 19382

### B. TRANSFER DATA

Date of Acceptance of Document 03 / 24 / 2017			
Grantor(s)/Lessor(s) AIDA RUSH, ADMINISTRATRIX	Telephone Number: (267) 530-2866	Grantee(s)/Lessee(s) Marceline Dix, Nicholas Harper	Telephone Number: (267) 582-9600
Mailing Address 2727 SOUTH 70TH STREET		Mailing Address 6061 Chester Avenue	
City PHILADELPHIA	State PA	ZIP Code 19142	City PHILADELPHIA
			State PA
			ZIP Code 19142

### C. REAL ESTATE LOCATION

Street Address 6061 CHESTER AVENUE	City, Township, Borough PHILADELPHIA
County PHILADELPHIA	School District PHILADELPHIA
	Tax Parcel Number 401219300

### D. VALUATION DATA

Was transaction part of an assignment or relocation?  Y  N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value 53,800.00	5. Common Level Ratio Factor x 1.02	6. Computed Value = 54,876.00

### E. EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 54,876.00	1b. Percentage of Grantor's Interest in Real Estate 100.00 %	1c. Percentage of Grantor's Interest Conveyed 100.00 %
-------------------------------------------------	-----------------------------------------------------------------	-----------------------------------------------------------

### 2. Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. DEBORAH RUSH (Name of Decedent) A4281-2016 (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

Date

April 7, 2017

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

Case ID: 230402661

GENERAL AFFIDAVIT

City of Philadelphia  
Records Department

BEFORE ME, the undersigned Notary, **DENISE A. MOORE** [name of Notary before whom affidavit is sworn], on this **9<sup>th</sup>** day of **MAY** [month], 20**17**, personally appeared **BRENDA L. JONES, ESQ.** [name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on **HER** [his or her] oath, deposes and says:

In accordance with Section 2-200 of the City of Philadelphia Code of Ordinances, the attached deed is being filed by **BRENDA L. JONES, ESQ.** a

-Title Insurance company, as defined in 40 P.S. § 910-1, located at:  
[address of record for title insurance company]

- Law Firm/Individual Attorney, **PA** Bar ID # **79109**, located at:  
**433 WEST MARKET ST., STE 12, WEST CHESTER, PA 19382**  
[address of record of law firm or individual attorney]

The attached deed submitted for recording is for the following property address:

**6061 CHESTER AVENUE, PHILADELPHIA, PA 191**

*[Signature]*  
[signature of affiant]

**BRENDA L. JONES, ESQ.**  
[typed name of affiant]

**433 WEST MARKET STREET, STE. 12**  
[address of affiant, line 1]

**WEST CHESTER, PA 19382**  
[address of affiant, line 2]

Subscribed and sworn to before me, this **9<sup>th</sup>** [day of month] day of **MAY** [month], 20**17**.

[Notary Seal:]

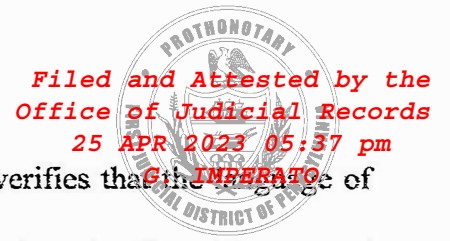
*[Signature]*  
[signature of Notary]

**COMMONWEALTH OF PENNSYLVANIA**  
**NOTARIAL SEAL**  
**DENISE A. MOORE, Notary Public**  
West Chester Borough, Chester County  
My Commission Expires November 17, 2020

**DENISE A. MOORE**  
[typed name of Notary]

NOTARY PUBLIC  
My commission expires: **November 17**, 20**20**.

**VERIFICATION**



The undersigned, having read the foregoing Complaint, verifies that the content of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: April 25, 2023

Ramona M. Bell

**VERIFICATION**



The undersigned, having read the foregoing Complaint, verifies that the foregoing of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

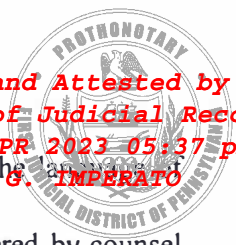
This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: April 20, 2023

A handwritten signature in cursive script that reads 'Rodzy Bell'. The signature is written in black ink and is positioned above a horizontal line.

**VERIFICATION**

**Filed and Attested by the  
Office of Judicial Records  
25 APR 2023 05:37 pm  
G. IMPERATO**



The undersigned, having read the foregoing Complaint, verifies that the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Dated: April 24, 2023

  
\_\_\_\_\_