



1918 ----- 1981



A BRIEF HISTORY OF THE PHILADELPHIA SCHOOL OF OCCUPATIONAL THERAPY
1918 - 1981*

THE PSOT YEARS

In 1917, because of the obvious need of preparing for the treatment and rehabilitation of men disabled in the World War, the Office of the Surgeon General of the Army began recruiting young women trained as artists, craftsmen or teachers to serve as Reconstruction Aides in Occupational Therapy. General Pershing sent out a call for 1000 aides for service abroad. During the winter of 1917-18 many requests were received by the Arts and Crafts Guild of Philadelphia for classes in such handcrafts as were to be used in the Army hospitals. The Philadelphia School of Occupational Therapy was organized in the spring of 1918 under the auspices of the Central Branch of the National League for Women's Service. The Pennsylvania Museum and School of Industrial Art, the Philadelphia School of Design for Women (now the Moore Institute), the Graphic Sketch Club and the Plastic Club offered their teaching facilities. Philadelphia physicians and educators lent their interest and advice. The War Welfare Council furnished \$5,000 as an initial appropriation.

The School opened a four months course on October 3, 1918. The classes in craft work were divided between the School of Industrial Art and the Philadelphia School of Design for Women. The instructors volunteered their services. Sixteen lectures were given on psychology and methods of teaching the sick and disabled. Instruction was given in applied design, weaving, basketry, block printing, woodwork, pottery, needlework, metalwork and bookbinding. The hospital training period was one month in length. The first class of thirty young women, all of whom had had previous art or craft training, was graduated in February 1919 and its members at once found positions in Army service.

Mrs. H. Gordon McCouch was the first President of the Board and in January 1919, Miss Harriet Sartain of the School of Design was appointed Managing Director of the School. A second class began training in February 1919 and was graduated in June.

The need of both Army and civilian hospitals was obvious but the civilian need was potentially the greater, therefore, the Board of Directors was advised to continue the School after the war emergency was over. A house at 2131 Spruce Street was rented and there the third class began a course of seven months training in October 1919.

Miss Florence Wellsman Fulton, who had given her services as instructor, succeeded Miss Sartain as Dean of the School in 1919 and continued in that position until 1927. During that time the School, after its third year, became a member agency of the Welfare Federation of Philadelphia, outgrew its quarters, moved to

*Helen Willard, Director of the Philadelphia School from 1935-1964, completed the history of PSOT up to the University of Pennsylvania merger. A more detailed and complete history of the school was written by Anne Henderson in 1963. The University years and the phase-out period of the department's history have been developed from the Henderson history and the Almanac Supplement to Vol. 23, No. 4, entitled A Report on the School of Allied Medical Professions, September 21, 1976.

2200 Delancey Place and increased the length of its course to fourteen months. It was incorporated under its own Board of Trustees in 1923. The curriculum of the School far exceeded the minimum standards set up by the American Occupational Therapy Association in 1923.

Mrs. Samuel H. Paul followed Miss Fulton as Dean in 1927. Under her direction, the length of the course was increased to eighteen months.

A great step in the progress of the School was taken in 1929 when an affiliation was made with the Hospital of the Graduate School of Medicine of the University of Pennsylvania. This contact with one of the leading medical institutions of the country has given great opportunity for the sound development of occupational therapy as a medical adjunct. In July 1929 an occupational therapy department, organized primarily for the training of students, was opened on a part-time basis in the Hospital under the direction of Miss Helen S. Willard, who had joined the School staff as instructor and lecturer on Theory of Occupational Therapy in November 1928.

At almost the same time, Mrs. Pope Yeatman, the Chairman of the Board of Directors, gave the School a new building. This was planned by her daughter, Miss Georgina Yeatman, a practising architect, and was located at 419 South Nineteenth Street, directly opposite the Graduate Hospital.

The new building was occupied in May 1930. In September the Curative Workshop was opened under Miss Willard's direction and the Hospital Department began full time work. The principal purpose of the Workshop was to treat cases of physical injury. Exceptional opportunity for thorough grounding in this field was thus afforded.

In 1933 a three-year course was inaugurated. Students were admitted to the College Collateral Courses at the University of Pennsylvania for work in psychology and sociology. Both the medical lecture content and work in manual activities were considerably increased.

Upon Mrs. Paul's resignation in 1935 Miss Willard was appointed director.

In 1937 the entrance requirements were increased to a minimum of one year of post high school education. The two-year course was discontinued, but advanced standing was given to college graduates or persons with equivalent professional training so that they could complete the course in 21 months.

The American Medical Association was requested by the American Occupational Therapy Association to set up standards for schools of occupational therapy and to inspect the existing institutions. In January 1938 the Medical Association approved the Philadelphia School, together with the other three major schools - Boston, Milwaukee-Downer and St. Louis.

Mrs. Yeatman presented the house at 2200 Delancey Street, Yeatman House to the School as a dormitory for students from out-of-town. In 1939, when the School building was beginning to be crowded, the same donor enabled the School to add another floor, thereby increasing the capacity to eighty or more students.

An affiliation with the School of Education of the University of Pennsylvania was effected in 1941. Students could thus carry out a course of combined study which resulted in a B.S. degree from the University of Pennsylvania at the end of four years and a diploma in occupational therapy from the Philadelphia School of Occupational Therapy at the end of the fifth year upon completion of ten months of clinical practice.

During the emergency of World War II the regular courses were somewhat shortened to meet the need by cutting the clinical practice from twelve to eight months for advanced standing students and from ten to eight months for the diploma and B.S. degree courses. At the request of the Office of the Surgeon General, U.S. Army, a special war emergency course was set up to train six hundred occupational therapists for service in Army hospitals. The School, with seven of the other accredited schools, participated in this program and trained approximately one-hundred-and-fifty of the group. The course was twelve months in length. Four months were spent in the School covering the medical subjects of the regular advanced standing course, together with study of woodwork, printing or radio repair. Eight months were spent in clinical practice in Army hospitals. At the end of this period the students received the diploma of the School and were admitted to the examination for registration given by the American Occupational Therapy Association. The students selected for this course were of high caliber, had degrees or professional training and were required to have studied psychology and at least three manual activities before entering. They rendered excellent service in Army hospitals. After the war many of them continued in Veterans hospitals.

During this period an accelerated schedule was adopted, so that students were admitted every four months and full summer sessions were held.

In the fall of 1946 the School returned to its regular program admitting students only once a year and offering three courses - advanced standing, diploma and B.S. degree. The length of the clinical training program was returned to ten months for all students.

In spite of a great increase in the number of schools of occupational therapy throughout the country, the majority of the students of the School came from outside of Philadelphia. In order to accommodate them, a second house adjoining Yeatman House, the School dormitory, was purchased in 1946.

In 1946 the U.S. Navy sent a group of eighteen Navy nurses for training in the advanced standing course in order to meet the post-war need in Naval hospitals.

THE UNIVERSITY OF PENNSYLVANIA YEARS

On July 1, 1950 the School merged with the University of Pennsylvania as a part of a newly established School of Auxiliary Medical Services, the first organization of the sort in the country. The School of Physical Therapy of the Graduate Hospital was also included in the new school, thereby promoting closer coordination in training of the two groups. In 1952, a third component was added, the Department of Medical Technology.

The School of Auxiliary Medical Services was organized under the general direction and control of Dr. Robin C. Buerki, Vice-Dean of Medical Affairs of the University. Dr. Wesley G. Hutchinson, Professor of Microbiology, was appointed Dean of the School, with Miss Willard continuing as Professor of Occupational Therapy and Director of the Philadelphia School of Occupational Therapy.

The merger made possible the granting of a B.S. degree in Occupational Therapy to students who transferred from other institutions of higher learning, or who entered the University as freshmen. Such students took a fifth year of clinical practice at the end of which a certificate of proficiency in occupational therapy was granted. College graduates were admitted as heretofore for a certificate course, eighteen months in length. The diploma course (three years) previously given was discontinued in September 1950.

The almost unlimited resources of the University made it possible to offer a considerably enriched program, as well as to provide facilities for an increased number of students, including men. For example, in 1957, the course of study consisted of 21 courses in liberal arts, 9 of these in the biological and social sciences, 7 courses in medical sciences and 13 courses in occupational therapy theory and practice followed by 9-10 months of clinical education.

The three divisions of the School (medical technology, occupational therapy, and physical therapy) continued to operate in their respective plants through 1959. In 1958, the University purchased a building at 39th & Pine Streets which was remodeled to house the School. In 1959 the three divisions moved under one roof on the University campus. During this same period the name of the School was officially changed to the School of Allied Medical Professions.

Functionally the Philadelphia School of Occupational Therapy became a department of the School of Allied Medical Professions (SAMP), but it retained its identity as the Philadelphia School of Occupational Therapy in University publications and on University stationery through 1967. In 1967 the Philadelphia School designation was dropped and the occupational therapy program took on the designation of Department of Occupational Therapy.

In 1964 Helen Willard retired as Professor of Occupational Therapy and Director of the Philadelphia School, a position she held for 29 years. Virginia Curtin was designated as Acting Chairman of the Department of Occupational Therapy, a position she filled through June, 1969.

In 1969 Dr. Hutchinson retired from his position as Dean and Sidney D. Rodenberg, PhD., Professor of Microbiology was appointed Dean of SAMP. During that same period, Nancy Ellis was appointed as Associate Professor and Chairman of the Department of Occupational Therapy.

The department continued to offer two courses of study, the B.S. degree in Occupational Therapy and the advanced standing or post baccalaureate Certificate program. The course of study continued to change in accord with University requirements and the changing Essentials of the professions. In 1974 the course of study consisted of 34 courses - 18 in liberal arts areas, 5 in medical sciences, 11 in

occupational therapy theory and practice, followed by 6 months of fieldwork education. The size of the student body in occupational therapy and physical therapy increased exponentially between 1970 and 1975, necessitating changes in allocation of space and fiscal resources within the department and the school. In response to these needs, The Curative Workshop, PSOT's outpatient treatment facility, was merged with Elwyn Institute's West Philadelphia Rehabilitation Center, thus terminating the Workshop's affiliation with the Department of Occupational Therapy and the University of Pennsylvania

In 1975 the School's dean resigned, citing failure of the University to commit additional support and fiscal resources to the School as his principal reason for resigning. The School was subsequently placed under administrative review by the Vice-President for Health Affairs, Thomas Langfitt. Following completion of a staff report on the School in 1976, Dr. Langfitt recommended to the University president that the School should be discontinued. He cited the limited fiscal resources of the University, the lack of research productivity in the allied health disciplines and the lack of graduate programs in the School as his reasons for the recommendation. The University administration implemented a reallocation review process to study the recommendation and to advise the administration on the course of action. The committee charged with this responsibility completed its review in August 1976 and made two recommendations: 1) Upgrade SAMP: that resources be allocated to permit the School to develop graduate programs and to strengthen research activities or 2) Joint allied health program with Thomas Jefferson University: that the School's three programs be transferred to another educational institution but that a collaborative relationship be maintained with the University of Pennsylvania. The President, Martin Meyerson, took these recommendations under advisement. During the ensuing four months the School's faculty continued its efforts to maintain the School at the University of Pennsylvania. In January 1976 President Meyerson recommended to the Board of Trustees that the school be phased out of the University over the next five years. The Board unanimously supported the phase-out recommendation.

The last entering freshman class was admitted to the School in September 1977. Transfer students were admitted to the junior and sophomore classes through 1979 and classes of post baccalaureate, Certificate, students were admitted annually with the last class matriculating in September 1980.

In 1977, during the summer, the School of Allied Medical Professions moved out of the building it had occupied since 1959 and into the University's Nursing Education Building. The department's therapeutic activities laboratory was re-housed in a section of the fine arts laboratory in the Lippincott Building at 21st & Locust Streets.

During the five year phase-out period the occupational therapy department maintained its full faculty complement and continued to offer both the B.S. degree and the Certificate program in Occupational Therapy. Concurrently the occupational therapy faculty explored many options for relocating the educational program either in another school of the University or in another academic institution. This effort was not successful. Therefore when all current students complete requirements for their B.S. degree and/or their certificate of proficiency (no later than May 1982) the occupational therapy department will be finally closed.

ADDENDUM

The Philadelphia School of Occupational Therapy and the University of Pennsylvania, Occupational Therapy Department have made a singular contribution to the development of occupational therapy in the United States of America and indeed throughout the world. The closing of the School of Allied Medical Professions, University of Pennsylvania marks the end of a program of professional education begun sixty-three years ago. The program has a proud tradition and it bequeaths a rich heritage for future colleagues to build upon. Contributions to the profession, the health care system and the academic community which graduates of this program continue to make constitute a living legacy in occupational therapy.

Since its founding in 1918, 1,940 occupational therapists have graduated from the PSOT/UofP program. Students have come from all over the United States, Canada, United Kingdom, India, Australia, South Africa, and the Philippines. Many of them have gone on to become leaders in the profession - as practitioners, educators and scholars. A partial documentation of this leadership follows:

PROFESSIONAL HONORS & AWARDS

Eleanor Clark Slagle Lectureship

The American Occupational Therapy Association's (AOTA) highest academic honor, awarded to a member who has made a significant contribution to the profession's body of knowledge. Instituted in 1955, there have been 23 awardees since that date.

Florence M. Stattel - 1955
Ruth Brunyate Wiemer - 1957
Muriel E. Zimmerman - 1960

Naida Ackley - 1962
Gail S. Fidler - 1964

Award of Merit

The AOTA's highest award in recognition of members who have made outstanding contributions to the profession. Instituted in 1950, there have been 31 awardees.

Eva Otto Munzesheimer - 1950
Helen S. Willard - 1954
Clare S. Spackman - 1956

Ruth Brunyate Wiemer - 1968
Helen L. Hopkins - 1976
Gail S. Fidler - 1980

Roster of Fellows

The AOTA's award in recognition of occupational therapists who have made significant contributions of the continuing education and professional development of members of the association. Instituted in 1972, the Roster currently has 197 members.

Roster of Fellows (cont.)

Fellows who have earned one or more of their degrees at the University of Pennsylvania are listed here. The degree earned appears in brackets.

Naida Ackley (Cert)	Elizabeth G. Tiffany (B.S.)
Johanna M. Barbati (B.S.)	Ruth Brunyate Wiemer (Cert)
Nancy B. Ellis (M.S., PhD.)	Helen S. Willard
Gail S. Fidler (B.S.)	Muriel E. Zimmerman (Cert)
Marie Louise Franciscus (Cert)	Alice C. Jantzen (M.S.)
Doris Gordon (B.S., M.S.)	Ellen Jayne Kolodner (B.S.)
Ruth Hadra (B.S.)	Deborah R. Labovitz (B.S., M.S., PhD.)
Anne Henderson (PhD.)	Yvonne Norton (B.S.)
Helen L. Hopkins (B.S.)	Laurence N. Peake (M.S.)
Florence M. Stattel (Cert)	Elizabeth P. Ridgeway (B.S.)
Caroline Thompson (Cert)	Clare S. Spackman (B.S., M.S.)
Harriet Tiebel (Cert)	Elinor A. Spencer (B.S.)

OTHER HONORS & AWARDS

Distinguished Daughters of Pennsylvania

Virginia W. Curtin
Clare S. Spackman
Helen S. Willard

PROFESSIONAL LEADERSHIP

Education

Graduates who have directed and/or are currently chairing academic programs in occupational therapy.

Current Program Directors

Angela Busillio - Atlantic Community College
Marie Louise Franciscus - Columbia University
Helen L. Hopkins - Temple University
Deborah R. Labovitz - New York University
Reba Sebelist - Elizabethtown College (Acting)
Helen D. Smith - Tufts University (Acting)
Ellen Spurel - Rockland Community College
Joyce M. Ward - San Jose State University

Past Program Directors

Frieda Behlen - New York University
Virginia W. Curtin - University of Pennsylvania (Acting)
Sue Hurt Gibbs - Richmond Professional Institute & Washington University
Doris Gordon - Elizabethtown College
Judith Grossman - SUNY, Downstate
Joan M. Hayden - Louisiana State University
Martha Jackson Lilley - Ohio State University
Kamala V. Nimbkar - School of Occupational Therapy, Bombay, India
Constance T. Owens - School of Occupational Therapy, Liverpool, England
Caroline Thompson - University of Wisconsin
Elaine M. Vardy - Hadassah School of Occupational Therapy, Jerusalem, Israel
Joyce M. Ward - University of Pudget Sound

Past Program Directors (cont.)

University of Pennsylvania graduates are represented on the faculties of over one third of the 55 professional level programs in the United States.

SCHOLARSHIP

Books Published

Simme Cynkin
Gail Fidler
Marie Louise Franciscus
Helen Hopkins and Helen Smith
Sandra Lewis
Anna Dean Scott
Helen S. Willard and Clare S. Spackman

A survey of articles published in the American Journal of Occupational Therapy between 1970-1975 (Oct.) showed that graduates of this program rank first in the number of publications among the 45 programs in existence and accredited in 1970. Graduates of this school account for 10% of the total articles published.

DEVELOPMENT

President of the American Occupational Therapy Association

Ruth Brunyate
Helen S. Willard

Executive Director of the American Occupational Therapy Association

Gail Fidler
Frances Helmig
Harriet Tiebel

World Federation of Occupational Therapists

Margaret Fulton - first president
Clare Spackman - secretary/treasurer

U.S. Army

Eileen O'Brien, Chief, O.T. Section
Army Medical Specialists Corps
Winifred Soady, Chief, O.T. Section
Army Medical Specialists Corps
Eloise A. Brown, Chief, Army Medical Specialists Corps

REFERENCES

1. Henderson, Anne. "History of the Philadelphia School of Occupational Therapy", unpublished paper, 1963. Archives of the American Occupational Therapy Association.
2. "A Report on the School of Allied Medical Professions". Almanac, Supplement to Vol. 23 No. 4, September 21, 1976, University of Pennsylvania.
3. AOTA Member Handbook, 1980 Revision, American Occupational Therapy Association, Inc., Rockville, MD, 1980.
4. 1980 mail Survey of Graduates of the Philadelphia School of Occupational Therapy and the School of Allied Medical Professions, University of Pennsylvania.

MORTGAGE NOTE

\$144,000.00

_____, Pennsylvania
March 6, 2020, having an effective

date of December 31, 2019

FOR VALUE RECEIVED, EASTERN MONTGOMERY PROPERTIES, LLC, a Pennsylvania limited liability company with an address of 904 Herman Road, Horsham, Pennsylvania 19044 (the "Maker") hereby promises to pay to the order of DAVID CLARK, an individual with an address of 616 Montgomery Road, Ambler, Pennsylvania 19002 (the "Payee") the principal sum of ONE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$144,000.00), lawful money of the United States of America, together with interest on the outstanding balance thereof, at the rate and on the terms set forth herein.

WITNESSETH:

WHEREAS, reference is made to that certain Mortgage Note dated February 28, 2018, by and between the undersigned Maker and Payee, as amended by that certain First Amendment to Mortgage Note dated as of July __, 2019, having an effective date of June __, 2019, by and between Maker and Payee (the "Original Mortgage Note");

WHEREAS, Maker has requested a waiver of the requirement that payments of accrued and unpaid interest in the amount of \$960.00 be paid on the 28th day of each month for the period commencing January 28, 2019 through December 28, 2019, and the Payee has agreed to such request;

WHEREAS, Payee and Loan Parties desire to amend and restate the Original Mortgage Note as set forth herein; and

WHEREAS, Payee has agreed to such requests on conditions set forth in this Mortgage Note.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants, agreements, and waivers hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

I. Waiver. Maker failed to comply with the requirements that payments of accrued and unpaid interest in the amount of \$960.00 be paid on the 28th day of each month for the period commencing January 28, 2019 through December 28, 2019, which failure constitutes an Event of Default. Maker has requested a waiver and Payee hereby waives such Event of Default provided and conditioned upon Maker having paid to Payee an amount equal to twelve (12) months of accrued and unpaid interest in the amount of \$11,520.

II. Payment of Principal and Interest; Late Charges; Default Rate.

The interest rate hereunder shall be eight percent (8%) per annum for the period commencing on the 28th day of January, 2020 and ending and on the installment due date hereof with a balloon payment of the outstanding principal and interest as set forth herein. Maker shall pay to Payee, on the date hereof, accrued and unpaid interest in the amount of \$1,920 for the months of January 2020 and February 2020.

Principal and interest shall be payable, in lawful money of the United States, at the aforesaid office of Payee in Ambler, Pennsylvania, or such other place as the holder of this Mortgage Note may designate, in the following manner:

(a) On the 28th day of March, 2020, and on the 28th day of each month thereafter through and including the installment due December 28th, 2020, payments of principal in the amount of \$3,500 and accrued and unpaid interest on the outstanding balance shall be paid in accordance with the amortization schedule attached hereto and made a part hereof as Exhibit A.

(b) On the earlier of (i) 28th day of December, 2020, or (ii) the sale or transfer of either of the properties encumbered by the Mortgage (hereinafter defined), the then outstanding principal balance together with any unpaid accrued interest thereon and any unpaid late fees or other advances provided for herein or in the accompanying Mortgage shall be due and payable.

Maker shall have the privilege at any time and from time to time, of prepaying this Mortgage Note, including any unpaid fees, charges or other advances provided for in this Mortgage Note and the Loan Documents (hereinafter defined) in whole or in part, with penalty.

Any partial prepayment shall be applied to principal, and no partial prepayment shall postpone or interrupt monthly payments of interest, fees and charges or the payment of the remaining principal balance, all of which shall continue to be due and payable at the time and in the manner set forth herein.

Maker agrees that in the event any payment set forth above shall be overdue for a period in excess of fifteen (15) days, Maker shall pay to Payee a late charge of five percent (5.0%) of the monthly payment amount. The imposition of any late charge shall not be construed to obligate Payee to accept any overdue installment nor to limit Payee's rights and remedies for Maker's default, as hereinafter set forth. Payee may deduct the late charge from any payment made.

Upon the occurrence of an Event of Default (hereinafter defined) hereunder or under the Mortgage (hereinafter defined) the rate of interest may be increased by Payee to the lesser of (i) eleven percent (11%) and (ii) the maximum amount permitted by applicable law to be contracted for, charged or received ("Default Rate"), effective upon sending of notice to Maker.

Payee shall have the right to apply any installment to principal, interest, late fees, other charges due hereunder or any amount due under the Mortgage at Payee's sole discretion.

III. Loan Documents.

This Mortgage Note is secured by the following security documents:

1. A first mortgage granted pursuant to that certain Open-End Mortgage and Security Agreement from Maker to Payee, dated June 28, 2018, and recorded as Instrument No. 2018057926 on August 23, 2018 in the Montgomery County, Pennsylvania Recorder of Deeds Office (the "**Mortgage**") covering certain premises situated at 826 Mennonite Road and 830 Mennonite Road in the City of Royersford, County of Montgomery, Commonwealth of Pennsylvania (the "**Property**") together with the buildings and other improvements now or later constructed thereon, as more particularly described in the Mortgage. In addition to the Mortgage, payment of this Mortgage Note is also secured by a first security interest in all personalty, including without limitation, all furniture, fixtures, machinery, appliances and equipment owned or leased by Maker used in the operation of the Property; and

2. A collateral assignment of the leases and rents relating to or arising out of the Property granted pursuant to that certain Assignment of Leases from Maker to Payee, dated June 28, 2018, and recorded as Instrument No. 2018057928 on August 23, 2018 in the Montgomery County, Pennsylvania Recorder of Deeds Office (the "**Assignment of Leases**"); and

3. A guaranty given by Joseph D. Fedele, Jr., with an address of 408 Hallowell Avenue, Horsham, PA 19044, pursuant to that certain Guaranty and Suretyship Agreement, dated June 28, 2018, and recorded as Instrument No. 2018057927 on August 23, 2018 in the Montgomery County, Pennsylvania Recorder of Deeds Office (the "**Guaranty and Suretyship Agreement**").

This Mortgage Note, the Mortgage, the Assignment of Leases, the Guaranty and Suretyship Agreement and all other certificates, documents, instruments and agreements, including UCC-1 Financing Statements, which are executed in connection with, or secure this Mortgage Note, as the same may be amended, modified, replaced or restated, are hereinafter collectively referred to as the "Loan Documents."

All of the agreements, conditions, covenants, provisions and stipulations contained in the Mortgage, and other Loan Documents, which are to be kept and performed by Maker are hereby made a part of this Mortgage Note to the same extent and with the same force and effect as if they were fully set forth herein, and Maker covenants and agrees to keep and perform them, or cause them to be kept and performed, strictly in accordance with their terms.

IV. Event of Default.

Each of the following shall constitute an event of default (an "Event of Default") under this Mortgage Note: If (i) Maker shall fail to provide the insurance required in the Mortgage, (ii) Maker shall fail to pay any sum within fifteen (15) days of the date when due hereunder, or (iii) Maker shall in any other way be in default hereunder and such failure continues for thirty (30) days after receipt by Maker of written notice from Payee specifying such failure, or (iv) any certification, warranty or representation made or hereafter made by Maker to Payee should prove to be materially false; or (v) any Event of Default shall occur under any other Loan Document as such term is defined therein. Upon the occurrence of an Event of Default hereunder, the entire unpaid principal balance on this Mortgage Note together with interest accrued thereon and with all other sums due or owed by Maker hereunder (including any unpaid fees) and under the terms of the Loan Documents shall at the option of Payee and without notice to Maker become due and payable immediately with interest at the rate set forth herein, together with reasonable attorney's fees for collection and payment of the same may be enforced and recovered by the entry of judgment on this Mortgage Note and the issuance of execution thereon.

V. Miscellaneous.

MAKER IRREVOCABLY AUTHORIZES AND EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD, AFTER THE OCCURRENCE OF ANY EVENT OF DEFAULT HEREUNDER, TO APPEAR FOR MAKER IN ANY ACTION BROUGHT AGAINST MAKER ON THIS NOTE AT THE SUIT OF PAYEE, AND TO CONFESS OR ENTER JUDGMENT AGAINST MAKER FOR THE ENTIRE PRINCIPAL BALANCE OF THIS NOTE, ALL ACCRUED INTEREST AND ALL OTHER AMOUNTS DUE HEREUNDER, TOGETHER WITH COSTS OF SUIT AND REASONABLE ATTORNEY'S COMMISSION FOR COLLECTION; AND FOR SO DOING THIS NOTE OR A COPY OF IT VERIFIED BY AFFIDAVIT SHALL BE A SUFFICIENT WARRANT. MAKER ACKNOWLEDGES THAT BY AGREEING TO THE FOREGOING CONFESSION OF JUDGMENT, MAKER WAIVES THE RIGHT TO NOTICE AND A PRIOR

JUDICIAL PROCEEDING TO DETERMINE ITS RIGHTS AND LIABILITIES AND FURTHER ACKNOWLEDGES THAT PAYEE MAY, ON DEFAULT, OBTAIN A JUDGMENT AGAINST MAKER FOR ALL SUMS DUE HEREUNDER WITHOUT THE PRIOR KNOWLEDGE OR CONSENT OF MAKER AND WITHOUT ANY OPPORTUNITY OF MAKER TO RAISE ANY DEFENSE, SET-OFF, COUNTERCLAIM OR OTHER CLAIM THAT MAKER MAY HAVE. MAKER GRANTS THE FOREGOING RIGHT TO CONFESS JUDGMENT AS AN EXPLICIT AND MATERIAL PART OF THE CONSIDERATION BARGAINED FOR BETWEEN MAKER AND PAYEE.

The authority to confess judgment herein granted by Maker shall not be exhausted by any exercise of it but shall continue from time to time and at all times until payment in full of all amounts due hereunder. Maker hereby specifically authorizes the entry of repeated judgments under this paragraph until full payment of all amounts due hereunder notwithstanding any prior entry of judgment in the same or any other court of the same obligation or any portion thereof.

The remedies of Payee provided herein and in the Loan Documents and the warrants of attorney herein or therein contained, shall be cumulative and concurrent, and may be pursued singly, successively and together at the sole discretion of Payee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Maker hereby waives all benefit that might accrue to Maker by virtue of any present or future laws exempting the Mortgaged Property, or any other property, real or personal, or any part of the proceeds arising from any sale of any such property, from attachment, levy or sale under execution, providing for any stay of execution, exemption from civil process or extension of time, and agrees that such property may be sold to satisfy any judgment entered on this Mortgage Note or the Loan Documents, in whole or in part and in any order as may be desired by Payee.

Maker (and all endorsers, sureties and guarantors) waives presentment for payment, demand, notice of demand, notice of nonpayment or dishonor, protest and notice of protest of this Mortgage Note, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Mortgage Note. The liability of each entity or person comprising Maker hereunder shall be unconditional, joint and several.

Payee shall not be deemed by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Payee, and then only to the extent specifically set forth in the writing. A waiver as to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Mortgage Note or the Loan Documents; and if any taxes be imposed with respect to, debts secured by the Loan Documents, or with respect to notes evidencing debts so secured Maker agrees to pay or to reimburse Payee upon demand the amount of such taxes and if Maker fails or refuses or is not legally permitted to do so, Payee may at its option accelerate this Mortgage Note to maturity as in the case of default by Maker. Nothing in this Paragraph shall be deemed to require Maker to pay income taxes payable by the Payee.

This Mortgage Note is given in a commercial transaction, and Maker hereby represents and warrants to Payee that the proceeds of the loan evidenced by this Mortgage Note shall be used solely for business purposes.

This instrument shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania, except to the extent that those laws may be preempted by the laws of the United States of America, and any judgment entered hereon should be given full faith and credit in any state in which Payee may seek to enforce such judgment.

MAKER AND PAYEE HEREBY CONSENT TO THE JURISDICTION OF THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY OR THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA FOR ANY PROCEEDING IN CONNECTION HEREWITH, AND HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM IF VENUE IS IN MONTGOMERY COUNTY, PENNSYLVANIA OR IN THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA IN ANY ACTION OR SUIT UNDER THIS MORTGAGE NOTE, SERVICE OF PROCESS MAY BE MADE UPON PAYEE OR ANY MAKER BY MAILING A COPY OF THE PROCESS BY FIRST CLASS MAIL TO THE RECIPIENT. PAYEE AND EACH MAKER HEREBY WAIVE ANY AND ALL OBJECTIONS TO SUFFICIENCY OF SERVICE OF PROCESS IF DULY SERVED IN THIS MANNER. EACH MAKER AND PAYEE, AS AN INDEPENDENT COVENANT, HEREBY MUTUALLY WAIVE AND AGREE TO WAIVE THE RIGHT, IF ANY, TO A JURY TRIAL IN CONNECTION WITH ANY ACTION, SUIT OR OTHER PROCEEDING WITH RESPECT HERETO OR WITH RESPECT TO ANY TRANSACTION RELATED HERETO.

This Mortgage Note amends and restates that that Original Mortgage Note, and it is the intent of the parties hereto that this Mortgage Note not constitute a novation of the obligations and liabilities existing under the Original Mortgage Note, or evidence repayment of any of such obligations and liabilities, but rather that this Mortgage Note amend and restate in its entirety the Original Mortgage Note and re-evidence the obligations of Maker outstanding thereunder, as well as evidence the additional obligations of Maker to Payee provided for herein, and the obligations incurred and secured by and under the Loan Documents shall, to the extent outstanding, continue outstanding and shall not be deemed to be paid, released, discharged or otherwise satisfied by the execution of this Mortgage Note, and this Mortgage Note shall not constitute a refinancing, substitution, or novation of such obligations or any of the other rights, duties and obligations of the parties hereunder or under any Loan Document, including the terms and provisions under which this Mortgage Note may or must be paid prior to its due date or its due date accelerated.

This Mortgage Note may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Mortgage Note.

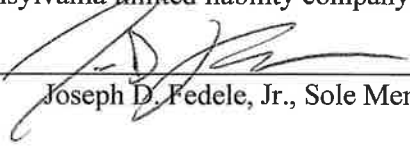
If any term or provision of this Mortgage Note or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage Note, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Mortgage Note shall be valid and be enforced to the fullest extent permitted by law.

[Signatures appear on the following page.]

THIS MORTGAGE NOTE CONTAINS A CONFESSION OF JUDGMENT. A JUDGMENT MAY BE ENTERED AGAINST MAKER WITHOUT NOTICE AND AN OPPORTUNITY TO BE HEARD. MAKER HEREBY CERTIFIES THAT MAKER HAS CONSULTED AN ATTORNEY REGARDING THE IMPLICATIONS OF A CONFESSION OF JUDGMENT AND KNOWINGLY, VOLUNTARILY AND INTELLIGENTLY WAIVES ANY RIGHTS TO PRIOR NOTICE AND OPPORTUNITY TO BE HEARD IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, Maker has duly executed this Mortgage Note under seal the date and year first above mentioned.

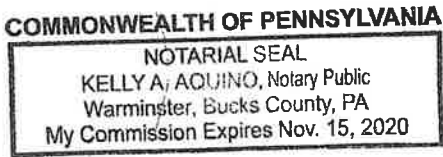
Eastern Montgomery Properties, LLC, a
Pennsylvania limited liability company

By:  SEAL
Joseph D. Fedele, Jr., Sole Member

STATE OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this 6th day of March, 2020, before me, a Notary Public, personally appeared Joseph D. Fedele, Jr., who acknowledged himself to be the sole member of Eastern Montgomery Properties, LLC, a Pennsylvania limited liability company, and that he, as such member, authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of the company.

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

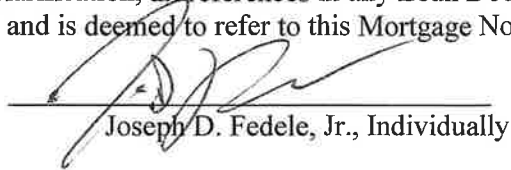



Notary Public

My Commission Expires: 11-15-2020

[SIGNATURE PAGE TO MORTGAGE NOTE]

Joseph D. Fedele, Jr., as the "Guarantor" under the Guaranty and Suretyship Agreement hereby covenants, acknowledges, confirms, reaffirms, ratifies and/or agrees that (a) the Guaranty and Suretyship Agreement is and shall remain in full force and effect and shall constitute the legal, valid and binding obligation of Joseph D. Fedele, Jr., as Guarantor, enforceable against such Guarantor in accordance with its terms, notwithstanding the amendment and restatement of the Original Mortgage Note as set forth in this Mortgage Note; (b) each of the agreements, covenants and undertakings set forth in the Guaranty and Suretyship Agreement is hereby acknowledged, confirmed, reaffirmed and ratified as if Joseph D. Fedele, Jr were making such agreements, covenants and undertakings on the date hereof; (c) no right of offset, defense, counterclaim, claim, cause of action or objection against Payee exists arising out of or with respect to the Guaranty and Suretyship Agreement; and (d) for clarification, all references in any Loan Document to "Mortgage Note" or "Note", shall be hereby amended and is deemed to refer to this Mortgage Note.


Joseph D. Fedele, Jr., Individually

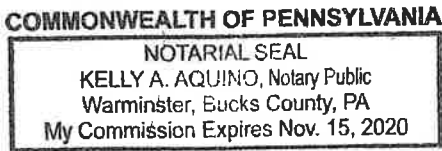
STATE OF PENNSYLVANIA :
: ss.
COUNTY OF MONTGOMERY :

On this 6th day of March, 2020, before me, a Notary Public, personally appeared Joseph D. Fedele, Jr., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument, and acknowledged that he executed the same.

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


Notary Public

My Commission Expires: 11-15-2020



[SIGNATURE PAGE TO MORTGAGE NOTE]

Acknowledged and Agreed:


DAVID CLARK

EXHIBIT A

DATE	PRINCIPAL	INTEREST	TOTAL PAYMENT	BALANCE
March 28, 2020	\$3,500	\$960	\$4,460	\$140,500
April 28, 2020	\$3,500	\$936.66	\$4,436.66	\$137,000
May 28, 2020	\$3,500	\$913.33	\$4,413.33	\$133,500
June 28, 2020	\$3,500	\$890	\$4,390	\$130,000
July 28, 2020	\$3,500	\$866.66	\$4,366.66	\$126,500
August 28, 2020	\$3,500	\$843.33	\$4,343.33	\$123,000
September 28, 2020	\$3,500	\$820	\$4,320	\$119,000
October 28, 2020	\$3,500	\$793.33	\$4,293.33	\$116,000
November 28, 2020	\$3,500	\$773.33	\$4,273.33	\$112,000
December 28, 2020	\$112,000	\$746.66	\$112,746.66	\$0