

April 4, 1917.

No duplicate

THIS AGREEMENT Made this fourth day of April in the year of our Lord One thousand nine hundred and seventeen. Between the Provident Life and Trust Company of Philadelphia (hereinafter called the Company), and The Magdalen Society of Philadelphia (hereinafter called the Society), WITNESSETH:

FIRST: Appointment of Agent: The Provident Life and Trust Company of Philadelphia is hereby appointed Agent and Attorney in fact for said Society, on the terms hereinafter expressed.

SECOND: Care of Securities: The Company shall retain in its care and management as Agent and Attorney in fact as aforesaid, the securities, investments, property and papers itemized and set out in a Schedule hereto annexed and made part hereof, marked "Schedule A", and shall safely keep and care for said securities, investments, property and papers with the same and like care observed in the care and management of like securities, investments, property and papers owned by the Company.

THIRD: Care of Real Estate: The Society hereby also entrusts to the care and management of the Company, ~~the real estate now in the care and management of the Company,~~ the real estate now in the care and management of the Company in behalf of the Society, itemized and set forth in said Schedule A, and the Company agrees to endeavor to rent and keep said real estate rented and to pay all the taxes and water rents thereon and to keep the same in such repair as may be suitable and proper, and properly insured against fire.

FOURTH: Collection of Income: The Company shall collect and receive the rents, income, issues, dividends and profits of the real estate and investments placed in the care of the Company under the terms of this Agreement, or which may be hereafter so placed in the care of the Company, and shall make such payments out of the net income as may be from time to time directed by the Treasurer of the Society upon submission of bills or orders for items to be so paid, marked or approved for payment by said Treasurer. Any balance of net income shall be subject to the order or control of the Treasurer of the Society upon submission of bills or orders for items to be so paid, marked or approved for payment by said Treasurer. Any balance of net income shall be subject to the order or control of the Treasurer of the Society, or withdrawal by him.

FIFTH: Collection of Principal: The Company shall collect and receive and receipt for the principal of all investments and securities which may be from time to time owned by the Society, when and as the same may be paid off, and shall exercise as heretofore the authorities and powers conferred by a certain Letter of Attorney dated Eleventh Month 18th, 1909, recorded at Philadelphia in Letter of Attorney Book No. 132 page 485, etc., which is hereby ratified and confirmed, and shall satisfy of record all Mortgages which may be paid off, under the authorities and powers conferred by a certain other Letter of Attorney (which is hereby ratified and confirmed) duly executed by the Society to said Company, dated First Month (January) 24th, A.D. 1906, recorded at Philadelphia in Letter of Attorney Book No. 119, page 229, and also recorded in Montgomery County in Miscellaneous Book No. 78, page 164 & C. The Company shall hold and retain all principal moneys so collected and received, in a Principal Account by the Society, under the terms of this Agreement, or re-invested under the terms of this Agreement. The Company shall notify the Treasurer of the Society immediately upon the receipt of any principal money as aforesaid.

SIXTH: Income Accounts: The Company shall submit to the Treasurer of the Society on such day in each month as the Treasurer of the Society may request, and at such other times as said Treasurer may request, a statement or account, showing all collections and disbursements of income to the date of submission of each such statement.

SEVENTH: Principal Accounts: The Company shall submit to the Treasurer of the Society a full statement or account of principal, on each month and day as the Treasurer of said Society may request, yearly, and at such other time or times as said Treasurer may request, showing all dealings with principal or investments since the date of the last preceding like statement or account, accompanied by a list of the investments as they may stand at the time of the submission of such Principal Account.

EIGHTH: Investments--how made: The Company agrees to suggest or submit to the Treasurer of the Society such investments as the Company may consider suitable for such principal money as may be from time to time uninvested, without as-

suming any responsibility for the value or safety of such investments. All investments shall be made in the name of the Society, upon an order in writing directing each such investment, signed by the Treasurer of the Society.

NINTH: Future Property: Uninvested money, securities, investments and real estate which may hereafter become the property of the Society, may be from time to time by the Society delivered unto and deposited with the Company and placed in the care thereof, under the terms of this Agreement.

TENTH: Withdrawal of Investments: Any and all securities, investments and uninvested principal money and the care and management of any real estate may from time to time be withdrawn from the Company by a written order signed by the Chairman and Treasurer of the Society, or upon the authority of such other order as the Board of Managers of the Society may from time to time make, and upon the receipt of such order for each such withdrawal, the Company shall deliver the withdrawn securities, investments and principal money, and surrender the care and management of said real estate to the Chairman and Treasurer of the Society, upon their receipt therefor.

ELEVENTH: Commission of Agent: The Company shall be paid and receive a commission of two per cent. upon all income from securities and investments which said Company shall collect and receive under the terms of this Agreement, other than rents of real estate which the Company shall collect and receive under the terms of this Agreement. The Company shall receive no commission upon any principal money which the Company shall collect and receive, nor upon the principal of any investment which the Company may make under the terms of this Agreement.

TWELFTH: Names of Officers: The Secretary of the Society shall from time to time certify to the Company, in writing, under the seal of the Society, the names of the persons who may be from time to time duly chosen by the Society to serve as Officers and Managers thereof.

THIRTEENTH: Amendment or Termination of Agreement: This Agreement may be altered at any time in such manner as may be mutually agreed upon by the Company and by the Society. This Agreement may be terminated at any time, either by the Company or by the Society. Upon the termination of this Agreement, either by the Company or by the Society, all money, assets, securities, real estate and papers of every kind or nature which may be then owned by the Society, within the care and management of said Company, shall be paid, delivered and surrendered unto the Chairman and Treasurer of the Society, upon their receipt therefor.

FOURTEENTH: The Provident Life and Trust Company of Philadelphia doth hereby constitute and appoint William C. Craige to be its attorney for it and in its name and as and for its corporate act and deed, to acknowledge this instrument of writing before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded. The Magdalen Society of Philadelphia doth hereby constitute and appoint Richard L. Austin to be its attorney for it and in its name and as and for its corporate act and deed, to acknowledge this instrument of writing before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment, to the intent that the same may be duly recorded.

WITNESS the corporate seals of the parties hereto, duly attested, the day and year first hereinabove written.

Sealed and Belivered by The
Provident Life and Trust Com-
pany of Philadelphia, in the
presence of us
(SIGNED) Edw. Ranney
Robert Mayer

The Provident Life and Trust Co.
of Philadelphia

By (SIGNED) John Way
Vice-Pres.

Attest: (SIGNED) Wm. C. Craige

Sealed and Delivered by The
Magdalen Society of Philadelphia
in the presence of us
(SIGNED) Richard L. Austin

The Magdalen Society of Phila-
delphia

By (SIGNED) B. Lenklin Perdu
Vice-Pres.

Attest:
(SIGNED) Lillian H. Mann
Secretary

"Schedule A" mentioned in and intended to be taken and considered as part of the foregoing Agreement made between The Provident Life and Trust Company of Philadelphia and The Magdalen Society of Philadelphia, dated the Fourth day of April A.D. 1917, in the same manner and with the same effect as if this Schedule were incorporated in the body of said Agreement.

Real Estate

ALL THOSE CERTAIN two contiguous four story brick messuages and lots of ground (known as Nos. 714 and 716 Spring Garden Street), one of them situate at the South West corner of Spring Garden and Franklin Sts., 13th Ward, Philadelphia, containing in front of Spring Garden St., 13 ft. 11 $\frac{1}{2}$ in. and extending in depth along Franklin St., 84 ft. 5 $\frac{1}{2}$ in. and on the West side of said lot 84 ft. 8 $\frac{3}{4}$ in. to a 3 ft. alley leading into said Franklin Street, where said lot is 15 ft. 5 in. in width; and the other of them situate on the West side of and adjoining the last above described lot, containing in front on Spring Garden St., 15 ft. and in depth 84 ft. 8 $\frac{3}{4}$ in. on the East side thereof and 85 ft. on the West side thereof to above mentioned 3 ft. wide alley: Together with the common use and privilege of said 3 ft. wide alley &c. (Being the same premises which Alexander Crow, Esq., High Sheriff, Philadelphia, by Deed Poll dated 7/12/1897 and entered among the records of CCP No. 4, Philadelphia County, in Sheriff's Deed Book No. 169, page 492 &c., granted and conveyed unto Asa S. Wing, and said Asa S. Wing, by instrument dated 7/12/1897, unrecorded, declared that he stood seized of the above described real estate for the only use and behoof of the Magdalen Society of Philadelphia, its Successors and Assigns.)

Fire Insurance Policies relating to the above real estate;
Perpetual Policy No. 8894, The Mutual Assurance Company &c.,
\$2,000., insuring No. 714 Spring Garden Street.
Perpetual Policy No. 8895, The Mutual Assurance Company &c.,
\$2,000., insuring No. 716 Spring Garden Street.
Perpetual Policy No. 114750, Fire Association of Philadelphia,
\$4,000., insuring Nos. 714 and 716 Spring Garden Street.
Policy No. 56317, United States Plate Glass Insurance Company,
insuring plate glass in buildings on above real estate.
All leases for above real estate.

Note: The above real estate was purchased at a Sheriff's sale on proceedings for recovery of arrears of Ground Rent issuing out of said real estate.

Mortgages.

\$4,000. made by James H. Hamilton to the Magdalen Society of Philadelphia recorded at Philadelphia in Mortgage Book W.M.G. No.245 page 358 &c., secured on real estate on West side of Broad Street 164 ft. 3 in. South of Moore Street, 26th Ward, Philadelphia.

\$3,500. made by Frederick Arnold to the Provident Life and Trust Company of Philadelphia, Trustees under the Will of Nancy B. Peters, deceased, recorded at Philadelphia in Mortgage Book G.G.P. No.52 page 494 &c., secured on real estate situate on the Northeast side of Lancaster Avenue, 148 ft. 5 $\frac{3}{8}$ in. West of 35th Street, 24th Ward, Philadelphia.

\$1,000. Hermann Schramm to the Magdalen Society of Philadelphia, recorded at Philadelphia in Mortgage Book J.V.No.3 page 452 &c., secured on real estate on the East side of Judson Street, 30 ft. 5 in. North of Montgomery Street, 32nd Ward, Philadelphia.

\$1,000. William A. Skerrett to the Magdalen Society of Philadelphia, recorded at Philadelphia in Mortgage Book J.V. No.120 page 203 &c., secured on real estate on the East side of Hutchinson Street (late Raspberry Alley) 45 ft. South of Latimer (late Aurora) Street, 8th Ward, Philadelphia.

\$1,000. reduced from the original sum of \$1500, made by Charles W. Gettz to the Magdalen Society of Philadelphia, recorded at Philadelphia in Mortgage Book W.S.V. No.462 page 370 &c., secured on real estate at North West corner of 10th and Mercy Streets, 1st Ward, Philadelphia.

- \$1500. reduced from the original sum of \$1,600, made by Mary Louise Jenkins et al. to the Magdalen Society of Philadelphia, recorded at Philadelphia in Mortgage Book W.S.V. No.720 page 1 &c., secured on real estate on the East side of 51st Street, 200 ft. North of Arch Street, 34th Ward, Philadelphia.
- \$900. reduced from the original sum of \$1400, made by William Ross to Thomas Marshall, recorded at Philadelphia in Mortgage Book W.S.V.No. 757 page 241 &c., secured on real estate on the North West side of Wheeler Street, 362 ft. 1-3/8 in. North East of 62nd Street, 40th Ward, Philadelphia.
- \$900. reduced from the original sum of \$1400, made by William Ross to Thomas Marshall, recorded at Philadelphia in Mortgage Book W.S.V.No. 757 page 236 &c., secured on real estate on the North West side of Wheeler Street, 362 ft. 1-3/8 in. northeast of 62d Street, 40th Ward, Philadelphia.
- \$2,500. made by Christian Hoffmann to the Magdalen Society of Philadelphia, recorded at Philadelphia in Mortgage Book W.S.V. No.1675 page 147 &c., secured on real estate on the West side of 4th Street 48 ft. North of Pine Street, 5th Ward, Philadelphia.

All Fire Insurance policies accompanying said Mortgages.

Ground Rents.

- \$38.25 Yearly Ground Rent reserved by Deed dated 7-25-1834, recorded at Philadelphia in Deed Book A.M.No.49 page 708 &c., between Joshua Weeks et ux. and Benjamin Wilson, issuing out of real estate on the west side of 4th Street, 66 ft. South of Franklin Street (now Girard Avenue), Philadelphia, known as No.1164 North 4th Street.
- \$44. Total of two Yearly Ground Rents, one of \$32. and one of \$12. issuing out of real estate on the West side of 4th Street between Cedar and Shippen Streets, 100 ft. North of Shippen Street, Philadelphia, known as Nos.620 South 4th Street, and 621 South Leithgow Street, assigned by Esther Williams to the Magdalen Society of Philadelphia by Deed Poll dated 11-5-1825, recorded at Philadelphia in Deed Book G.W.R. No.5 page 9 &c.
- \$198. Proportion of Yearly Ground Rent of \$330, reserved by Deed dated 3/26/1834, recorded at Philadelphia in Deed Book A.M. No.48 page 403 &c., between Isaac Davis et ux. and Elijah E. Myers et al., issuing out of real estate at the Southwest corner of SpringGarden Street and Lawrence (now _____) Street, Philadelphia, containing in front on Spring Garden Street 73 ft. 11 1/4 in. and on Lawrence Street 87 ft. 5-3/4 in., and by Deed dated 1/21/1860, recorded at Philadelphia in Deed Book A.D.B.No.97 page 223 &c., said YearlyGround Rent of \$330 was so apportioned that \$198 thereof became chargeable upon that portion of the above real estate now known as Nos. 718, 720 and 722 Spring Garden Street, Philadelphia.
- \$132. Proportion of Yearly Ground Rent of \$330, reserved by Deed dated 3/26/1834 recorded at Philadelphia in Deed Book A.M.No.48 page 403 &c., between Isaac Davis et ux. and Elijah E. Myers et al., issuing out of real estate on the Southwest corner of Spring Garden Street and Lawrence (now _____) Street, Philadelphia, containing in front on Spring Garden Street 73 ft. 11 1/4 in. and on Lawrence Street 87 ft. 5-3/4 in., and by Deed dated 1/21/1860, recorded at Philadelphia in Deed Book A.D.B.No.97 page 223 &c., said Yearly Ground Rent of \$330 was so apportioned that \$132. thereof became chargeable upon that portion of the above real estate now known as Nos. 714 and 716 Spring Garden Street, Philadelphia.
- Note: Suit was instituted for recovery of arrears of the above Ground Rent, and Judgment obtained therefor. Execution was issued and the premise were sold at Sheriff's sale, at which sale title was taken in the name of Asa S. Wing. See note appended to description of real estate.

Bonds.

- \$5,000. Par value, The Central R.R.Co. of N.J., Gen. Mtge. 5% 100 Yr. Gold Bonds, due 7/1/1987, Ctfs. Nos. M2138 to M2142 inclusive. Registered Magdalen Society of Philadelphia.
- \$20,000. Par value, Chicago, Milwaukee & St. Paul Ry. Co. 4% Gold Bonds of 1925, due 6/1/1925, with June, 1917, and subsequent coupons attached, Nos. 2040 to 2047 inclusive; 23891 to 23900 inclusive; 26769 and 26770.
- \$10,000. Par value, Chicago Union Station Co., 1st Mtge, Gold Bonds, 4½%, Series A, due 7/1/1963, with July, 1917, and subsequent coupons attached, Nos. D1379 to D1386 inclusive, for \$500 each, and Nos. M12497 to M12501 inclusive and M21961 for \$1,000 each.
- \$10,000. Par value, Consolidated Traction Co. (N.J.) 5% 40 Yr. Gold Bonds due 6/1/1933, with June, 1917, and subsequent coupons attached, Nos. 168, 1123, 1124, 7474, 11230, 11564, 11565, 12735 and 12736, and 169.
- \$4,000. Par value, Easton and Amboy R.R.Co. 1st Mtge. 5% Bonds, due 5/1/1920, Nos. 2126 to 2129 inclusive. Registered, The Magdalen Society of Phila.
- \$10,000. Par value, The Government of the United Kingdom of Great Britain and Ireland 5½% Secured Convertible Loan, due 2/1/1919, Temporary Ctfs. Nos. MM37706 and MM59904 to 59912 inclusive.
- \$10,000. Par value, Kansas City Terminal Ry. Co. 1st Mtge. 4% Gold Bonds, due 1/1/1960, with July 1917, and subsequent coupons attached, Nos. 1592, 12503, 12505, 12507, 12508, 17255 to 17257 inclusive, 17768 and 26411.
- \$10,000. Par value, Lehigh and New England R.R.Co. Gen. Mtge. Gold 5's, Series A, due 7/1/1954, with July, 1917, and subsequent coupons attached, Nos. 2047 to 2056 inclusive.
- \$10,000. Par value, Lehigh Valley R.R.Co. Gen. Consol. Mtge. Gold 4½'s due 5/1/2003, with May, 1917, and subsequent coupons attached, Nos. 41759 to 41768, inclusive.
- \$25,000 Par value, The New York Connecting R.R.Co., 1st Mtge. Gold 4½%, Series A, due 8/1/1953, with August, 1917, and subsequent coupons attached, Nos. 16154, 16155, 16429 to 16433 inclusive, 19629 to 19632 inclusive, 18111 to 18115 inclusive, 20798 to 20805 inclusive, and 23407.
- \$4,000 Par value, Norfolk and Western Ry. Equip. Tr. 4½%, Series of 1914, due 2/1/1922, August, 1917 and subsequent coupons attached, Nos. 7377 to 7380 inclusive.
- \$4,000 Par value, the Penna. Steel Co. and Maryland Steel Co. of Baltimore County 6% Consol. Joint Mtge. Bonds, due 9/1/1925, with September 1917 and subsequent coupons attached, Nos. 929, 930, 3042 and 4035.
- \$5,000 Par value, The Phila. & Reading R.R.Co., 1st Series Consol. Mtge. 4's, extended to 3/1/1937, with September, 1917, and subsequent coupons attached, Nos. 7460 and 7461 to 7464 inclusive.
- \$10,000. Par value, Phila. Suburban Gas and Electric Co., 1st Mtge, and Refunding 5% Gold Bonds, due 2/1/1960, August 1917, and subsequent coupons attached Nos. 9446 to 9455 inclusive.
- \$8,000. Par value, Reading Co. and The Phila. and Reading Coal and Iron Co. Gen. Mtge. 4% Gold Bonds, due 1/1/1997, with July 1917 and subsequent coupons attached, Nos. M28182, M28183 and M 28185 to M28190 inclusive.
- \$2,000. Par value, St. Louis Merchants Bridge Co. 1st Mtge. 6's, due 2/1/1929, with August 1917 and subsequent coupons attached, Nos. 1688 and 1689.

- \$10,000. Par value, The Wabash R.R.Co. 2nd Mtge. 5% Bonds, due 2/1/1939, with August 1917, and subsequent coupons attached, Nos. 4407, 4483, 6521, 9012, 9014, 9015, 10359, 10440, 13162 and 13314.
- \$3,000. Par value, Western New York and Pennsylvania Railway Co. Gen.Mtge. Gold 4% Bonds, due 4/1/1943, with October 1917 and subsequent coupons attached, Nos. 2071, 4252 and 4660.
- \$10,000. Par value, Western New York and Pennsylvania Railroad Co., 1st Mtge. 5% Bonds, due 1/1/1937, with July 1917 and subsequent coupons attached, Nos. 781, 2411, 2412, 4907, 7670, 9012, 9121, 9122, 9126, and 9451.
- \$5,000. Par value West Shore R.R.Co. 1st Mtge, Guaranteed 4% Bond, due 1/1/2361, with July 1917 and subsequent coupons attached, Nos. 9757, 11363, 19672, 19728, and 19729.
- \$1,000. Par value, Northern Pacific Ry. Co. Gen. Line Ry. and Land Grant 3% Gold Bond, due 1/1/2047, with May 1917 and subsequent coupons attached, no.M18003.

STATE OF PENNSYLVANIA :
: CITY AND COUNTY OF PHILADELPHIA : ss.
:

I HEREBY CERTIFY, That on this twenty first day of April in the year of our Lord One Thousand nine hundred and seventeen, before me the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the City and County of Philadelphia, personally appeared William C. Craige, the attorney named in the foregoing instrument of writing, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument of writing to be the act and deed of The Provident Life & Trust Company of Philadelphia.

WITNESS my hand and official seal the day and year aforesaid. I hereby certify that I am not a Stockholder, Director or Officer of The Provident Life and Trust Company of Philadelphia, and that my Commission expires February 26-1921.

(Signed) EDW. RAMSEY { Seal }
Notary Public.

STATE OF PENNSYLVANIA :
: CITY AND COUNTY OF PHILADELPHIA. : ss.
:

I HEREBY CERTIFY, That on this Twenty first day of April in the year of our Lord One thousand nine hundred and seventeen, before me the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in the City and County of Philadelphia, personally appeared Richard L. Austin, the attorney named in the foregoing instrument of writing, and by virtue and in pursuance of the authority therein conferred upon him, acknowledged the said instrument of writing to be the act and deed of the Magdalen Society of Philadelphia.

WITNESS my hand and official seal the day and year aforesaid. I hereby certify that I am not a Stockholder, Director or Officer of the Provident Life and Trust Company of Philadelphia, and that my Commission expires February 26, 1921.

(Signed) EDW. RAMSEY { seal }
Notary Public