

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

# CITY OF PORTLAND

BUILDING INSPECTION

## PERMIT

Permit Number: 041249

Please Read Application And Notes, If Any, Attached

This is to certify that Stevens Daniel W &/Doug Coveridge  
has permission to repair existing deck on third floor and add two additional decks on the front of building.  
AT 270 Eastern Promenade Permit No. 014 G012001

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and written permission procured before this building or part thereof is altered or closed-in. **HEAVY NOTICE IS REQUIRED.**

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

**OTHER REQUIRED APPROVALS**

Fire Dept. [Signature]  
Health Dept. \_\_\_\_\_  
Appeal Board \_\_\_\_\_  
Other \_\_\_\_\_  
DepartmentName

[Signature] 9/23/04  
Director Building & Inspection Services

**PENALTY FOR REMOVING THIS CARD**

**City of Portland, Maine - Building or Use Permit**  
**389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716**

<b>Permit No:</b> 04-1249	<b>Date Applied For:</b> 08/24/2004	<b>CBL:</b> 014 GO12001
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<b>Location of Construction:</b> 270 Eastern Promenade	<b>Owner Name:</b> Stevens Daniel W &	<b>Owner Address:</b> 64 Eastern Promenade	<b>Phone:</b>
<b>Business Name:</b>	<b>Contractor Name:</b> Doug Gutteridge	<b>Contractor Address:</b> Portland	<b>Phone</b> (207) 801-9595
<b>Lessee/Buyer's Name</b>	<b>Phone:</b>	<b>Permit Type:</b>	

<b>Proposed Use:</b> residential 5 unit repair deck and add two additional decks	<b>Proposed Project Description:</b> repair existing deck on third floor and add two additional decks on the front of building.
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<b>Dept:</b> Zoning	<b>Status:</b> Approved with Conditions	<b>Reviewer:</b> Marge Schmuckal	<b>Approval Date:</b> 0912312004
<b>Note:</b>			<b>Ok to Issue:</b> <input type="checkbox"/>
1) This is NOT an approval for an additional dwelling unit. You SHALL NOT add any additional kitchen equipment including, but not limited to items such as stoves, microwaves, refrigerators, or kitchen sinks, etc. Without special approvals. 2) This property shall remain a five (5) family dwelling. Any change of use shall require a separate permit application for review and approval. 3) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
<b>Dept:</b> Building	<b>Status:</b> Pending	<b>Reviewer:</b>	<b>Approval Date:</b>
<b>Note:</b>			<b>Ok to Issue:</b> <input type="checkbox"/>

**City of Portland, Maine - Building or Use Permit Application**

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 04-1249	Issue Date:	CBL: 014 G012001
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Location of Construction: 270 Eastern Promenade	Owner Name: Stevens Daniel W &	Owner Address: 64 Eastern Promenade	Phone:
Business Name:	Contractor Name: Doug Gutteridge	Contractor Address: Portland	Phone 2078019595
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: K-6

Past Use: residential 5 unit	Proposed Use: residential 5 unit repair deck and add two additional decks	Permit Fee:	Cost of Work:	CEO District:
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FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTOR Use Group: <i>K-2</i> Type: <i>58</i> Use Group: <i>9/23/04</i> Signature: <i>[Signature]</i>
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**Proposed Project Description:**  
repair existing deck on third floor and add two additional decks on the front of building.

Signature: *[Signature]* Signature: *[Signature]*  
**PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)**  
 Action:  Approved  Approved w/Conditions  Denied  
 Signature: Date:

Permit Taken By: dmartin	Date Applied For: 08/24/2004	<b>Zoning Approval</b>	
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<ol style="list-style-type: none"> <li>This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.</li> <li>Building permits do not include plumbing, septic or electrical work.</li> <li>Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..</li> </ol>	<b>Special Zone or Reviews</b> <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> Minor <input type="checkbox"/> Major <input type="checkbox"/> MM <input type="checkbox"/>	<b>Zoning Appeal</b> <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Historic Preservation</b> <input checked="" type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied
	Date: <i>9/23/04</i>	Date: <i>[Signature]</i>	

**CERTIFICATION**

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

June 24, 2004

RECEIVED OF Todd S. Manter, whose mailing address is 270 Eastern Promenade, Portland, Maine 04102, hereinafter called "Purchaser" the sum of (\$25,000.00) Twenty-five Thousand and 00/100 Dollars as earnest money and in part payment on account of the purchase price of the real estate located at 270 Eastern Promenade, in the City of Portland, in the County of Cumberland, State of Maine, currently owned by Daniel W. Stevens, whose mailing address is 64 Eastern Promenade, Portland, Maine 04101 and Karen E. Stevens, whose mailing address is 30 Ocean View Road, Cape Elizabeth, Maine 04107, hereinafter called "Seller", described as follows; three story, wood framed, income property and approximately 5280 square feet of land.

(Title Reference: Book 7352, Page 293, Cumberland County of Registry of Deeds)

1. FIXTURES: All fixtures are to be included in this sale, including all existing storm windows and screens, shades and/or blinds, shutters, curtain rods, and electrical fixtures, but excluding:
2. PERSONAL PROPERTY: No items of personal property are included except: All appliances presently in building and owned by Seller. The parties agree that no portion of the purchase price is attributable to the personal property.
3. PURCHASE PRICE: The total purchase price is (\$625,000.00) Six Hundred Twenty-five Thousand and 00/100 Dollars, with payments to be made as follows: (\$25,000.00) Twenty-five Thousand and 00/100 Dollars paid as earnest money upon acceptance of this offer and the balance in cash or certified or bank funds at closing.
4. EARNEST MONEY: Earnest money is received and held by Howard J. Feller, who shall act as escrow agent until transfer of title. In the event of Seller's non-acceptance, this earnest money shall be promptly returned to the Purchaser.
5. ACCEPTANCE; Seller's acceptance shall be given on or before <sup>TSM 07/07/04</sup> ~~June 29, 2004~~ <sup>July 9, 2004</sup> at 5:00 PM. <sup>2283</sup> <sup>KES</sup>
6. CLOSING DATE: A good and sufficient deed conveying marketable title shall be delivered to Purchaser, and this transaction shall be closed and Purchaser shall pay the purchase price as provided herein and execute all papers necessary for the completion of the purchase within sixty (60) days of the Effective Date of this Contract.
7. POSSESSION/OCCUPANCY: Full possession will be given immediately upon transfer of title, unless otherwise agreed to in writing by Purchaser and Seller. At transfer, the property will be in substantially the same condition as at present excepting only reasonable wear and tear. The risk of loss or damage to the property by fire or otherwise until transfer of title is assumed by Seller. All rental income will be pro-rated and all security deposits transferred to Purchaser at closing.
8. FINANCING: This Contract is not contingent upon financing.
9. POINTS: Seller agrees to pay \$00.00 towards Purchaser's points and/or closing costs.

06/24/04 TSM

JUN 29 2004

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10. **INSPECTIONS:** Agent strongly recommends that Purchaser engage professional inspectors to investigate the property. This Contract is subject to the following inspections with results being satisfactory to the Purchaser.

TYPE OF INSPECTION

- (a) General Building YES, WITHIN FOURTEEN DAYS
- (b) Sewage Disposal YES, WITHIN FOURTEEN DAYS
- (c) Radon Air Quality YES, WITHIN FOURTEEN DAYS
- (d) Radon Water Quality YES, WITHIN FOURTEEN DAYS
- (e) Asbestos YES, WITHIN FOURTEEN DAYS
- (f) Lead Paint YES, WITHIN FOURTEEN DAYS
- (g) Wood Boring Insects YES, WITHIN FOURTEEN DAYS
- (h) Urea Formaldehyde YES, WITHIN FOURTEEN DAYS

All inspections will be done by inspectors chosen and paid for by Purchaser. If the result of any inspection is unsatisfactory to the Purchaser, Purchaser may, by notifying Seller in writing within specified number of days, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that an inspection is unsatisfactory within the time period set forth above, the contingency shall be deemed to have been waived by Purchaser with respect to that inspection. In the absence of the inspections listed above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the premises.

11. **WATER TEST:** If the water supply to the premises is private, Seller will provide, at Seller's expense, a new water supply test within n/a days of the Effective Date of this Contract. If the water supply test results are "Unsatisfactory" or "Satisfactory" with any qualification, the water test results must be acceptable to Purchaser. If the results are unacceptable to Purchaser, Purchaser may, by notifying Seller in writing within three days after receiving the test results, declare this Contract null and void and earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that the water results are unacceptable within the time period set forth above, this contingency shall be deemed to have been waived by Purchaser.

12. **DISCLOSURE:** Purchaser acknowledges receipt of Seller's written disclosures regarding:

Water Source: YES	Sewage Disposal: YES
Insulation: YES	Hazardous Waste: YES

If any of the above items is marked "no," the information is not currently available and this Contract is subject to Purchaser receiving and approving that information within 5 days of Effective Date of this Contract.

13. **PRORATIONS:** The following items shall be pro-rated as of transfer of title: rent, security deposits and real estate taxes. Metered utilities such as electricity, water and sewer will be paid through date of closing by Seller. Purchaser and Seller will each pay their transfer tax as required by the State of Maine.

14. **DEED:** The property shall be conveyed by a Warranty deed, free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect its current use and shall be subject to applicable land use laws and regulations.

15. **TITLE:** Should the title prove defective, then Seller shall have reasonable time, not to exceed 30 days after receiving written notice of such defect or defects, to remedy the title and hereby agrees to use diligent efforts to cure any such defects. If, within such 30 days, the defect or defects are not corrected so that there is a marketable title, the Purchaser may, within 5 days thereafter, at Purchaser's option, declare this Contract null and void and withdraw said earnest money and be relieved from all obligations hereunder.

06/24/04 TSM

(2)

1 [Signature] KES

including without limitation, termination of this Contract and forfeiture by Purchaser of the earnest money. In the event of a default by Seller, Purchaser may employ all legal and equitable remedies, including without limitation, termination of this Contract and return to Purchaser of the earnest money. In the event of an asserted default, the escrow agent at its option may either (1) refuse to release money without written release signed by both parties consenting to its disposition or (2) after providing 30 days written notice to both parties, release the earnest money to the party whom the escrow agent believes in good faith is entitled to it,

17. **AGENCY DISCLOSURE:** Purchasers and Sellers acknowledge and agree that both Daniel Stevens and Todd Manter are licensed real estate brokers in the State of Maine. Purchasers and Sellers further acknowledge and agree that there is no sales listing on subject property, and no sales commission will be paid at transfer of title.
18. **HOME WARRANTY:** Home is not covered by a Home Warranty contract.
19. **AUTHORIZATION:** The parties authorize the agent(s) to disclose the terms of this contract to any attorney, title company, appraiser, lender, insurance agent, inspector, relocation consultant or other person(s) who may facilitate the closing of this transaction.
20. **DISPUTE:** Any Dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
21. **WITHHOLDING:** Seller is aware that Maine law requires Purchaser to withhold 2.5% of the sale price unless Seller certifies residency in Maine at the time of closing or is otherwise exempt from its provision
22. **HEIRS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the respective parties.
23. **WRITTEN AGREEMENT:** This Contract completely expresses the obligation of the parties and is entered into by each party after opportunity for reasonable investigation, neither party relying on any statements or representations not contained in this Contract made by the other or on their behalf. This Contract will be construed according to the laws of the State of Maine.
24. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents.
25. **LEAD PAINT ADDENDUM:** Attached
26. **EARNEST MONEY NON-REFUNDABLE:** Earnest money is completely refundable during the first forty-five days of this contract for any reason, after the forty-five days are over, and Purchaser has not notified Seller in writing of his intention to void contract, the Twenty-five Thousand Dollar earnest money deposit becomes non-refundable, and if Purchaser does not complete the purchase of the property within the 60 day time frame required in #6 CLOSING DATE of this contract, Purchaser will forfeit all earnest monies to Sellers.

06/24/04 TSM

  
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acknowledged. If not fully understood, consult an attorney,

I/We hereby agree to purchase the premises at the price and upon the terms and conditions set forth in this Contract.

07/02/04  
~~06/24/04~~ TSM  
Date Purchaser Soc. Sec. # 06-66-2481

Date Purchaser Soc. Sec. #

We hereby accept the offer and agree to deliver the premises at the price and upon the terms and conditions above stated

7/2/04  
Date Seller Karen E. Stevens Soc. Sec. # 007582533

7-2-04  
Date Seller Soc. Sec. # 023383724

Effective Date: July 2, 2004  
Throughout this Contract, the term "days" means calendar days.



KES

MAINE

**Mortgage Deed**

From

DANIEL W. STEVENS, ET AL.

To



\$165,000.00

Dated: August 29, 1986

Registry of Deeds

Received

H. M. M. and Recorded

Book Page Paid

Attest,

Register

FROM THE OFFICE OF

**DISCHARGE**

Dated

STAR BANK OF MAINE

STAR BANK OF MAINE

er of a mortgage given by dated recorded in Registry of Deeds, Book have received full payment and fraction of the same, and this mortgage is here- discharged.

Authorized Signature

of Maine, SS.

REGISTRY OF DEEDS, Received

recorded in Book Page

Attest,

Register.

Justice of the Peace

Notary Public

Personally appeared of said NORSTAR BANK OF MAINE, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free 8c1 and deed of said NORSTAR BANK OF MAINE, BEFORE ME, Justice of the Peace

STATE OF MAINE

SS.

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8. not to lease the Property or any substantial part thereof, except for actual occupancy; faithfully to keep, observe and satisfy all the obligations of the part of the lessor to be kept, performed and satisfied under any lease for actual occupancy; and, at any time on notice from the holder, to submit to the holder for examination all such leases and on the demand of the holder, to assign and deliver to the holder any or all such leases, or the rents and profits thereof, such assignments to be in form satisfactory to the holder, but in all events to provide that the Mortgagor shall retain the rents and profits thereof until a default occurs in any covenant or condition in this Mortgage; the holder shall have the right, by the execution of suitable written instruments from time to time, to subordinate this Mortgage, and the rights of the holder hereunder, to any lease or leases from time to time in force with reference to the Property, and, on the execution of any such instrument, this Mortgage shall be subordinate to the lease for which such subordination is applicable with the same force and effect as if such lease had been executed and delivered prior to the execution, delivery and recording of this Mortgage;
9. that if this Mortgage, by its terms, is now, or at any time, subject or subordinate to a prior mortgage, the Mortgagor shall not, without the consent of the holder, agree to any modification, amendment or extension of the terms or conditions of such prior mortgage or of the debt secured thereby;
10. to pay when due all fees and charges, including without limitation attorney's fees and expenses, incurred in connection with the loan transaction evidenced by the Note and secured by this Mortgage, or in connection with the assurance of the security represented by this Mortgage, or in connection with the enforcement of the Note or this Mortgage;
11. that, from time to time, on the request of the holder, the Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the indebtedness which the Mortgagor acknowledges to be due on the Note and under this Mortgage, specifying any claims of off-set or defense which the Mortgagor asserts against the indebtedness secured hereby or any obligations to be paid or performed hereunder, and the true state of facts relative to the condition of the Property;
12. that, whether or not for additional interest or other consideration paid or payable to the holder, no forbearance on the part of the holder or extension of the time for the payment of the whole or any part of the obligations secured hereby, whether oral or in writing, or any other indulgence given by the holder to the Mortgagor or to any other party claiming any interest in or to the Property, shall operate to release or in any manner affect the original liability of the Mortgagor, or the priority of this Mortgage or to limit, prejudice or impair any right of the holder, including, without limitation, the right to realize upon the security, or any part thereof, for the obligations secured hereby or any to them, notice of any such extension, forbearance or indulgence being hereby waived by the Mortgagor and all those claiming by, through or under the Mortgagor; and that no consent or waiver, express or implied, by the holder to or of any default by the Mortgagor shall be construed as a consent or waiver to or of any further default in the time or any other term, condition, covenant or provision of this Mortgage or of the obligations secured hereby; that in case redemption is had by the Mortgagor after foreclosure proceedings have begun, the holder shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption; in case of a foreclosure sale the holder shall be entitled to retain out of the money arising from such sale all obligations secured by this Mortgage whether then or thereafter payable, including all costs, charges or expenses incurred or sustained by the holder by reason of any default in the payment or performance of any of the obligations of the Mortgagor hereunder or under any prior mortgage, and shall render any surplus to the Mortgagor, that the Mortgagor shall remain fully liable for any deficiency; and that in case any one or more of the provisions of this Mortgage may be found to be invalid, or unenforceable for any reason or in any respect, such invalidity or unenforceability shall not limit or impair enforcement of any other provision hereof;
17. that wherever notice, demand or a request may properly be given to the Mortgagor under this Mortgage, the same shall always be sufficient to serve as a notice, demand or request hereunder if in writing and posted in the United States mail by registered or certified mail, addressed to the Mortgagor at the address given in this Mortgage as the Mortgagor's address or the business address of the Mortgagor last known to the holder hereof, and that any such notice, demand or request shall be treated as having been given upon such deposit in the United States mails; and that a notice so addressed shall always be a sufficient notice, notwithstanding a change in the ownership of the equity of redemption of the Property, whether or not consented to by the holder; and that where more than one person constitutes the Mortgagor, one notice sent to the address given in the Mortgage as the Mortgagor's address or the last known business address of any one of them shall constitute sufficient notice to all;
14. that the undertakings of the Mortgagor contained in Section 1 of this Mortgage with respect to items other than the payment of real estate taxes, sewer use fees, water rates and real estate settlement assessments shall survive the payment of all obligations secured hereby; but that after an acknowledgment of the satisfaction of the obligations secured hereby, or a discharge of this Mortgage, this Mortgage shall not be security for the performance of such undertakings, notwithstanding the survival of the same and that thereafter the holder shall look solely to the Mortgagor, personally, for the performance of such undertakings;
15. that the following are conditions of this Mortgage:
  - (a) the foregoing covenants shall not be breached;
  - (b) except for real estate taxes and assessments until 10 days before any delinquency therein (delinquency, with reference to such taxes and assessments being hereby defined, for the purposes of this Mortgage, as meaning the time when, on the non-payment thereof, interest or penalties commence to accrue), the Mortgagor shall not create any encumbrance on the Property, whether such encumbrance is inferior or superior to this Mortgage;
  - (c) the Mortgagor shall not permit any encumbrance to attach against the Property, whether such encumbrance is inferior or superior to this Mortgage; without limitation, the filing of a notice of Federal or State tax lien with the holder or at the office at which, by law, such notice is to be filed to be effective against the Property, whether or not such lien applies, in terms, to the Property, shall be a breach of this condition; and any period of grace in this Mortgage provided to the Mortgagor for a default in this Mortgage shall not be applicable to the filing of such a notice of Governmental lien or in any encumbrance created by the Mortgagor;
  - (d) the Mortgagor shall not voluntarily transfer the Mortgagor's interest in the Property, or any part thereof, and, if the Mortgagor is a corporation, it shall not dissolve or permit its dissolution, or, if the Mortgagor is a trustee or trustees, the Mortgagor shall not permit the dissolution or termination of his or their trust, and if the Mortgagor is an individual, the decease of the Mortgagor shall be treated as a breach of the conditions herein;
  - (e) the Mortgagor shall not file a petition or any application for relief, extension, moratorium or reorganization under any bankruptcy, insolvency or debtor's relief law, or make an assignment for the benefit of creditors or enter into any trust mortgage arrangement, so-called, or consent to the appointment of a receiver of any of the property of the Mortgagor; and
  - (f) the Mortgagor shall not permit any petition under any bankruptcy, insolvency or debtor's relief law filed against it to remain undischarged for a period of more than 30 days after the filing thereof, nor shall the Mortgagor permit the continuation of any receivership proceedings instituted against it for more than a period of 30 days after the commencement thereof;
16. that if there shall be any breach of the conditions of paragraph (c) of Section 15 with respect to the filing of a Governmental lien, or if there shall be any breach of the conditions of paragraphs (d), (e) or (f) of Section 15 or the covenant in Section 5 of this Mortgage, or if any payment required under the Note or under this Mortgage shall not be made within 15 days from the due date thereof, or if, in any respect other than the filing of a Governmental lien, there shall be any breach of the condition of paragraph (c) of Section 15 continuing for more than 30 days, or if there shall be any breach of the other conditions or covenants of this Mortgage which shall exist for more than 15 days (except where a period of grace is specifically otherwise provided or negated, in which case, such specific period of time or negation shall govern), the holder shall have the right to declare the entire indebtedness of the Mortgagor under the Note forthwith due and payable without further notice or demand, and, in any such case, the prepayment premiums, if any, which would have been applicable to a voluntary payment of the indebtedness at the time of such declaration by the holder shall be treated as part of the indebtedness secured hereby and shall be added to and become a part of the principal thereof;
17. that if there shall be any breach in any condition or covenant of this Mortgage, the holder shall have the right, but without any obligation so to do, to cure such default for the account of the Mortgagor and, to the fullest extent permissible according to law, apply any deposits or any funds credited by or due from the holder to the Mortgagor against the same (without any obligation first to enforce any other rights of the holder, including, without limitation, any rights under the Note or this Mortgage, or any guaranty thereof, and without prejudice to any such rights); without limiting the generality of the foregoing, the Mortgagor hereby authorizes the holder to pay all taxes, sewer use fees, water rates and assessments, with interest, costs and charges accrued thereon which may at any time be a lien upon the Property, or any part thereof, to pay the premiums for any insurance required hereunder and to incur and pay reasonable expenses in protecting its rights hereunder and the security hereby granted; the Mortgagor shall reimburse the holder upon demand for any amounts so paid or expended by the holder, with interest thereon at the same rate as hereinabove provided for the principal amount of this Mortgage from the date of payment or expenditure by the holder, and the reimbursement of all amounts so paid or expended by the holder shall be secured hereby as fully and effectually as any other indebtedness of the Mortgagor under the Note with due and payable without further notice or demand, and, to the fullest extent permissible according to law, the holder is authorized to apply to any of these purposes or to the reimbursement for any amounts so paid or expended by the holder any sums paid on the Note or this Mortgage by the Mortgagor as interest or otherwise; and
18. that at any foreclosure sale, any combination or all of the property or security given to secure the indebtedness secured hereby may be offered for sale for one total price, and the proceeds of such sale may, at the option of the holder, be accounted for in one account without distinction between the items of security, or without assignment to them any proportion of such proceeds, the Mortgagor hereby waiving the application of any doctrine of marshaling; and that if the holder, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Property not previously sold shall have been sold.

The word "Mortgagor," as used herein, shall mean the person or persons named at the beginning of this instrument as the Mortgagor, and any subsequent owner or owners of the equity of redemption of the Property. Where more than one person constitutes the Mortgagor, provisions in this Mortgage with reference to bankruptcy or decease shall refer to each of the persons who is at that time one of the Mortgagors (except that provisions relative to decease shall apply only to individuals) so that if, for example, but without limitation, any person who is one of the Mortgagors shall file a petition in bankruptcy, such filing shall be treated as a breach of condition of this Mortgage.

All the covenants and agreements of the Mortgage herein contained shall be binding upon the Mortgagor and the heirs, executors, administrators, successors and assigns of the Mortgagor, and where more than one person constitutes the Mortgagor, the liability of such persons under this Mortgage for the obligations set forth herein shall be joint and several.

The word "holder," as used herein, shall mean the Mortgagee named at the beginning of this instrument and any subsequent holder or holders of this Mortgage.

This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all covenants and agreements on the part of the Mortgagor herein undertaken shall be fully and seasonably performed and that no breach of any other of the conditions specified herein shall be permitted for any breach of any of which the holder shall have the remedies provided by law, and without limiting the foregoing, if the Mortgagor is a corporation, the power known as the Statutory Power of Sale provided in Maine Revised Statutes, Title 33, Section 501-A, incorporated herein by reference.

Witness ..... OUR ..... hand (s) and seal (s) this ..... 29th ..... day of ..... AUGUST ..... , 1986 .....

..... wife of said Mortgagor, joins as Mortgagor and releases all rights by descent and all other rights.....  
 Daniel W. Stevens ..... *Daniel W. Stevens* .....  
 Karen E. Stevens ..... *Karen E. Stevens* .....

STATE OF MAINE

CUMBERLAND ss. August 29, 1986  
 Then personally appeared the above named Daniel W. Stevens and Karen E. Stevens ..... and acknowledged the foregoing instrument to be their free act and deed.

.....  
 Melissa A. Clapp  
 Justice of Peace, Notary Public

MELISSA A. CLAPP  
 NOTARY PUBLIC, MAINE  
 MY COMMISSION EXPIRES JANUARY 19, 1989

MAINE

# Know All Men By These Presents, That

WE, Daniel W. Stevens and Karen E. Stevens,

(the "Mortgagor"), with an address at P. O. Box 7112 DTS, Portland, Maine 04112  
for consideration paid, hereby grants to NORSTAR BANK OF MAINE  
Maine Trust Company having its principal place of business in County of Cumberland  
to secure the payment of One Hundred Sixty-Five Thousand dollars with interest and other charges and expenses as provided in a

(the "Mortgagee"), a

Maine, with Mortgage Covenants.

## note

of even date herewith, and to secure the payment of all future advances to Mortgagor by Mortgagee whether made under the aforementioned notes),  
future notes, or otherwise made to Mortgagor by Mortgagee at the option of the parties and all future advances necessary to protect Mortgagee's security  
and including all renewals, extensions and substitutions of such notes and future advances (all such notes and future advances hereinafter collectively  
referred to as the "Note") and any other indebtedness of the Mortgagor to the Mortgagee when the same is due and payable, whether direct or indirect,  
now existing or hereafter arising, due or to become due, absolute and contingent, but not exceeding an aggregate total amount of \$ 165,000.00  
plus interest on such amount and other charges and expenses as provided in the Note and herein, and also to secure the performance of all covenants  
and agreements contained herein, a certain parcel or tract of land together with any buildings, improvement and fixtures now or hereafter situated thereon,  
bounded and described as follows:

A certain lot or Parcel of land with the buildings thereon situated on the southwesterly  
side of the Eastern Promenade in the City of Portland, County of Cumberland and State of  
Maine, bounded and described as follows: Beginning on the southwesterly side of the  
Eastern Promenade at a stake fifty-six and fifty-four hundredths (56.54) feet  
southeasterly from the corner of Melbourne Street; thence southeasterly by said Eastern  
Promenade seventy-four (74) feet to land now or formerly of Clara A. Jacobson; thence  
southwesterly by said Jacobson land one hundred eight and fifty-three hundredths  
(108.53) feet to land now or formerly of Horatio Perry; thence northwesterly by said  
Perry Land thirty-two and seventy-six hundredths (32.76) feet to the northeasterly  
corner of said Perry land; thence northeasterly in a prolongation of the northwesterly  
side of said Perry land thirty-two (32) feet to a stake; thence northwesterly on a  
course parallel with and fifty-eight (58) feet distant from said Eastern Promenade  
twenty-two (22) feet to a stake; thence northeasterly fifty-eight (58) feet to said  
Eastern Promenade at the point of beginning. Being Lot No. 8 on Plan recorded in  
Cumberland County Registry of Deeds in Plan Book 28, Page 29.

Being the same premises conveyed to the Grantors herein by James R. Flanagan, et al, by  
warranty deed to be recorded herewith.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby  
transfers, sets over and assigns to Mortgagee, its successors and assigns:

The above described realty together with any and all buildings, improvements and fixtures now thereon or hereafter made with respect thereto, and any additions thereto or replacement  
thereof, are hereby collectively referred to as the "Property".

### The Mortgagee covenants:

1. to pay at least 10 days before the same become delinquent (and to provide, by such time, evidence of such payment satisfactory to the holder) all taxes, charges, sewer use fees,  
water rates and assessments of every name and nature, whether or not assessed against the Mortgagor, if applicable or related to the Property, or any interest therein, or the debt,  
obligation or any agreement secured hereby, or the disbursement or the application of the proceeds thereof, but nothing contained in this Section 1 shall extend to any income  
tax or corporation excise tax of the holder.
2. that if at any time any law or court decree prohibits the performance of any obligation undertaken hereby by the Mortgagor or requires that any amount paid or to be  
paid by the Mortgagor must be credited against the Mortgagor's obligations under this Note, on 30 days' prior notice to the Mortgagee the holder may require payment  
in full of the entire indebtedness secured hereby;
3. in deposit with the holder, on each day when any payment on the Note is required to be made, a sum determined by the holder, (but subject to all limitations imposed by law),  
to be sufficient to provide, in the aggregate, a fund adequate to pay all taxes, charges, sewer use fees, water rates, ground rents, assessments of every name and nature, or any  
other obligation which may here or hereafter be assessed or payable with reference to the Property, 10 days at least before the same become  
delinquent and whenever the holder determines that sums accumulated under the provisions of this Section 3 are insufficient to meet the obligations for which such deposits were  
made, the Mortgagor shall pay, on the demand of the holder, any amount required to cover the deficiency therein; every deposit may, at the option of the holder, be applied  
directly against the obligation with reference to which it was made, or to the fullest extent permissible according to law, any other obligations of the Mortgagor secured hereby;
4. to keep the Property in good order, repair and condition, damage from casualty covered by the insurance policy or policies maintained on the Property, new removal or other  
anything which constitutes a part of the Property without the consent of the holder; and that all construction on the Property shall comply with, and each and every part of the  
Property shall be maintained in accordance with, any lawful requirement or provisions, public or private, relating to the same or the use thereof;
5. to keep the Property insured against such casualties as the holder may from time to time require, so deposit with holder all insurance policies or certificates (with evidence of  
payment of premiums thereon satisfactory to the holder) required by the holder to be maintained, together with any other insurance policies with respect to the Property maintained  
by the Mortgagor, and, except for public liability coverage, to provide that such insurance shall be first payable in case of loss to the holder, that all amounts or replacements  
of such insurance from time to time in force, together with evidence of payment of premiums thereon satisfactory to the holder, shall be delivered to the holder 10 days at least  
before the expiration date of then current insurance, that all insurance required by the holder to be maintained with respect to the Property shall be written on such terms as  
such form and for such periods and amounts as the holder shall from time to time approve, and that no withdrawal on account of any loss covered by such insurance shall be  
effected without the consent of the holder;
6. that the proceeds of any hazard insurance shall, at the option of the holder, be applied in or toward the indebtedness secured hereby in such order as the holder may determine  
(in which event the Mortgagor shall be relieved of the obligation in Section 4 of this Mortgage to the extent of the proceeds of that part of the Property damaged by the hazard  
with respect to which insurance is paid); or that if the holder shall require repair of that part of the Property so damaged by such insured against hazard, the holder shall release  
to the Mortgagor insurance proceeds paid to it upon such conditions as the holder may prescribe notwithstanding anything in this Section 6 to the contrary, however, if the insured  
denies liability to the Mortgagor, the Mortgagor shall not be relieved of any obligation under Section 4 of this Mortgage, whether or not the proceeds of insurance are applied  
or in toward the indebtedness secured hereby;
7. that the awards of damages on account of any condemnation for public use of or injury to the Property shall be paid to the holder, that such awards shall, at the option of the  
holder, be applied in or toward the indebtedness secured hereby in such order as the holder may determine, in which event the Mortgagor shall be relieved of the obligation in  
Section 4 of this Mortgage to the extent of the proceeds of that part of the Property which remains, in which event the holder shall release to the Mortgagor such awards paid to it upon such conditions as the  
holder may prescribe, but not more than such portion of such awards as may be required to repair such damage or injury; and any balance remaining shall be applied by the  
holder to or toward the indebtedness secured hereby in such order as the holder may determine.


# All Purpose Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>270 Eastern Promenade, P.Hd. ME</u>		
Total Square Footage of Proposed Structure <u>4,200.</u>	Square Footage of Lot <u>7,200.</u>	
Tax Assessor's Chart, Block & Lot Chart# <u>014</u> Block# <u>G</u> Lot# <u>012</u>	Owner: <u>DAN</u>	Telephone: <u>329-8047</u>
Lessee/Buyer's Name (If Applicable): <u>TODD MANTER</u>	Applicant name, address & telephone: <u>329-7175</u> <u>changing hands on 08/26/04</u> <u>(THURSDAY)</u>	cost Of Work: \$ <u>30,000</u> Fee: \$ <u>291.00</u>
Current use: <u>Residential - Unit</u>		
If the location is currently vacant, what was prior use: _____		
Approximately how long has it been vacant: _____		
Proposed use: <u>Residential</u>		
Project description* <u>Repair existing Deck + add two Decks.</u>		
Contractor's name, address & telephone: <u>Las Gutter</u> <u>603-801-9595</u>		
Who should we contact when the permit is ready: <u>TODD MANTER - 207 329-7175</u>		
Mailing address: <u>270 EASTERN PRO</u> <u>PORTLAND, ME, 04101</u>		
We will contact you by phone when the permit is ready. You must come in and pick up the permit and review the requirements before starting any work, with a Plan Reviewer. A stop work order will be issued and a \$100.00 fee if any work starts before the permit is picked up. PHONE: <u>329-7175</u>		

**IF THE REQUIRED INFORMATION IS NOT INCLUDED IN THE SUBMISSIONS THE PERMIT WILL BE AUTOMATICALLY DENIED AT THE DISCRETION OF THE BUILDING/PLANNING DEPARTMENT, WE MAY REQUIRE ADDITIONAL INFORMATION IN ORDER TO APPROVE THIS PERMIT.**

*I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter oil areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.*

Signature of applicant: 	Date: <u>08/23/04</u>
---	-----------------------

**This is NOT a permit, you may not commence ANY work until the permit is issued.  
If you are in a Historic District you may be subject to additional permitting and fees with the  
Planning Department on the 4<sup>th</sup> floor of City Hall**

74 4

1989

CITY OF PORTLAND, MAINE  
Department of Building Inspection



# Certificate of Occupancy

LOCATION 270 Eastern Promenade

Date of Issue November 8, 1989

Issued to Daniel Stevens

This is to certify that the building, premises, or part thereof, at the above location, built — altered — changed as to use under Building Permit No. 89/2245, has had final inspection, has been found to conform substantially to requirements of Zoning Ordinance and Building Code of the City, and is hereby approved for occupancy or use, limited or otherwise, as indicated below.

PORTION OF BUILDING OR PREMISES

Entire

APPROVED OCCUPANCY

5 unit apartment

Limiting Conditions:

None

This certificate supersedes certificate issued

Approved by [Signature]  
Inspector

(Date)

11-8-89

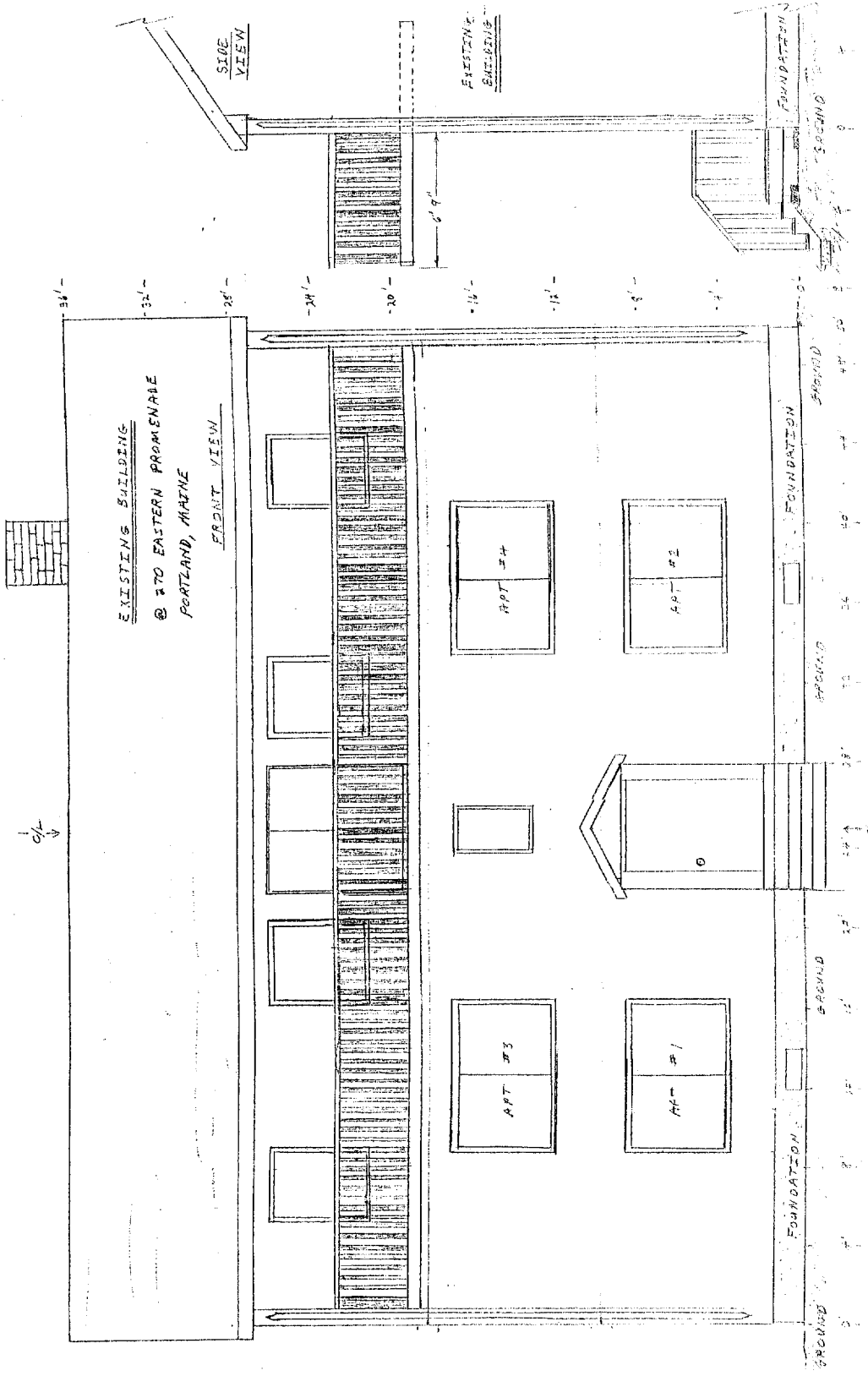
[Signature]  
D. Stevens

[Signature]  
Inspector of Buildings

Notice: This certificate identifies lawful use of building or premises, and ought to be transferred from owner to owner when property changes hands. Copy will be furnished to owner or lessee for one dollar.

270 E. PROM. (Before)

SECTION  
BILAND ME  
F 24 04



08/20/2004

To: Planning and Development, City of Portland  
Building Inspections Office, room 315  
City Hall, Portland ME

From:  
Todd Manter  
Walter Manter  
270 Eastern Promenade # 5  
Portland, ME 04101

To whom it may concern,

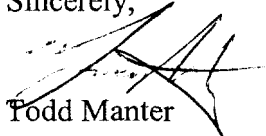
In this is a cover letter I wish to clarify our project description and request for permits needed for this project. Included is our Building Permit Application.

We are under contract to purchase the building at 270 Eastern Promenade. This is a five-unit apartment building. Included in the package is the Certificate of occupancy.

Currently the deck on the third floor is cantilevered, and causing water damage to the front of the building. Although at the time (1987)) this addition was done to code it was not flashed properly and the water damage is spreading into the structure. Due to this we need to replace the existing siding and windows that are damaged. We would also like to install a dormer over the entrance as well as gutters along the front of the building. The new deck system will not be cantilevered but attached and self-supported with posts. The new deck system will afford a deck on the first and second level.

We have included before and after drawings of this project as well as other information on the application checklist. Please feel free to call if there is additional information needed for our application or if you have any questions about our request. Thank you

Sincerely,



Todd Manter

329-7175

RECEIVED  
AUG 24 2004  
1







74'

50' x 7'  
O. PCH.

50' x 28'  
3 STORY  
5 UNIT  
APARTMENT

58'

16' x 7.5'  
2ST. E. PCH.

108.55'

22'

5

4

32'

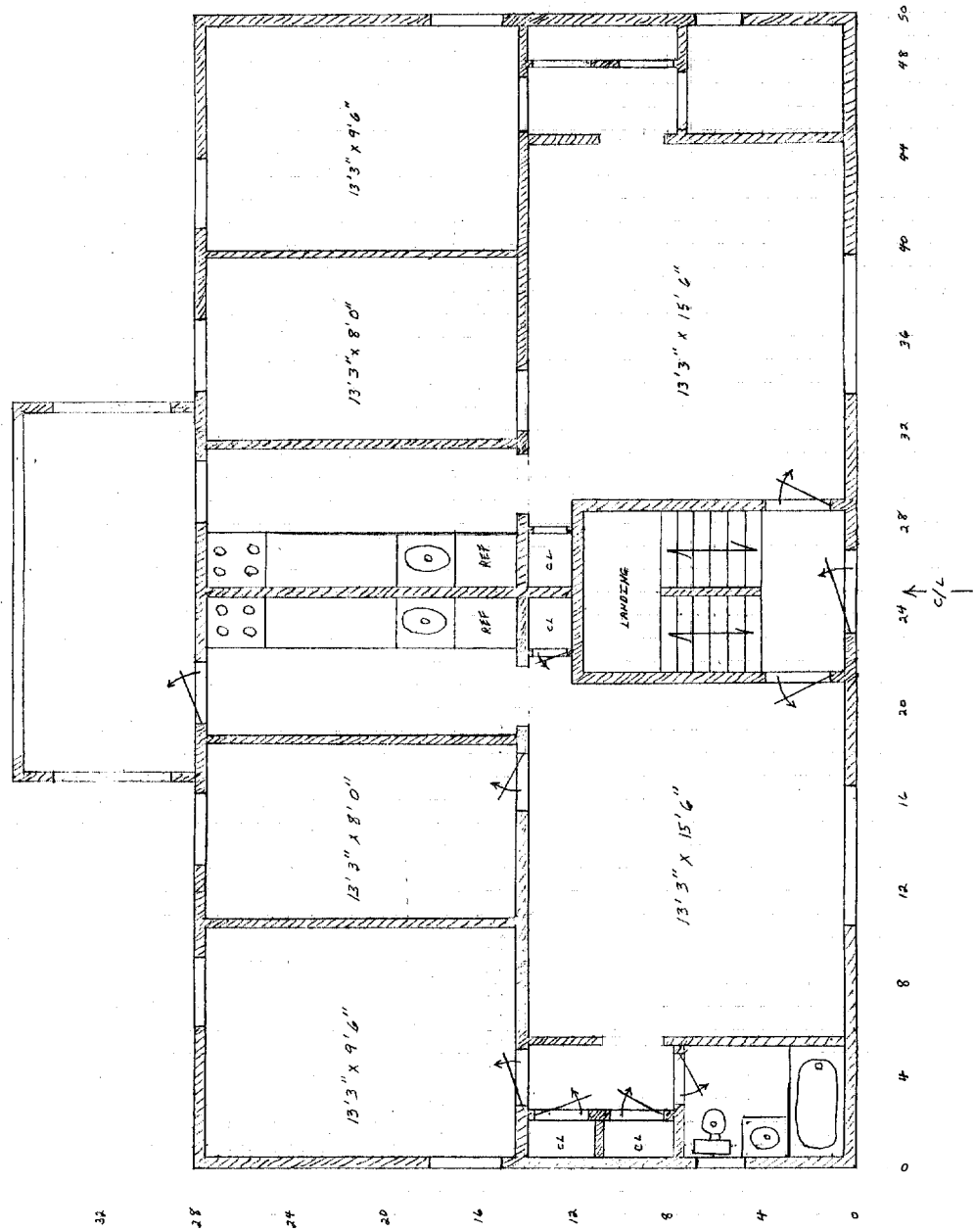
3

8

32.76'

1

7A +  
 11  
 1171E



32  
 28  
 24  
 20  
 16  
 12  
 8  
 4  
 0