

SECTION C Financial Statement: This should be filled in with information for applicant and joint applicant, if both will repay.

Assets

Mortgage on other bldg

Bank Me Savings # 22424620
 Address 224 Fowler Rd Cape Elizabeth Balance 9,102.15

Bank Casco Northern # No # Mortgage
 Address Congress St Portland Balance 2,155.98

Bank American Bank # 06807002
 Address Federal St Port Balance 7,436.10

Credit Union Foley Cross Credit Union # 5057
 Address College Rd SP. Balance 27.62

Securities _____
 Address _____ Balance _____

Auto Year & Make Mercury LN7 1982

Address of Property	Real Estate Other Than Property Being Rehabilitated		Monthly Payments	Monthly Income
	Mortgage Holder	Mortgage Balance		
<u>224 Fowler Rd Cape Elizabeth</u>	<u>American</u>	<u>9,102.15</u>	<u>195.42</u>	<u>\$2,200.</u>

EXHIBIT "A" 224 Fowler Rd Cape Elizabeth Me Me Savings

Liabilities

	Pay/Mo.	Balance
<u>Moine National</u>	<u>101.70</u>	<u>\$2,603.08</u>
Auto		
<u>VISA (AAA)</u>	<u>38.00</u>	<u>754.51</u>
Bank Card		
Bank Card		
Notes Payable		
Address		
Life Ins. Loan		
Address		
Other (Alimony/child support, etc.)		
Address		
TOTALS		

This is notice to you as required by the Right to Financial Privacy Act of 1978 that the Department of Housing and Urban Development has a right of access to financial records held by any financial institution in connection with the consideration or administration of the Section 312 rehabilitation loan for which you have applied. Financial records involving your transactions will be available to the Department of Housing and Urban Development without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

EXHIBIT "B"

RIGHT TO FINANCIAL PRIVACY ACT CERTIFICATION

The Department of Housing and Urban Development certifies, in compliance with the Right to Financial Privacy Act of 1978, that, in connection with this request for access to financial records, it is in compliance with the applicable provisions of said Act.

PROPERTY TO BE REHABILITATED

Income

Total No. Apartments 3
 OCCUPIED BY OWNER NO
 Occupied by Tenants Yes
 Monthly Rent 1st \$285 # of BED RMS 2 2nd 350 # of BED RMS 1
 3rd 350 # of BED RMS 1 4th # of BED RMS
 5th # of BED RMS 6th # of BED RMS
 7th # of BED RMS 8th # of BED RMS
 (Unheated) ✓

Expenses / mo.

Mortgage Payment (P & I) ~170 / mo.
 Real Estate Taxes \$947.65 / yr.
 Fire Insurance \$251. / yr.
 Heat NA
 Lights NA
 Water & Sewer \$436.16
 Maintenance
 Name of Bank Holding Mortgage American Bank
 Other Mortgage See Section C, 7
 On Property Casco Northern
 Name of Insurance Co. or Agent Morse, Parsons & Noyes
 Amount of Fire Insurance Coverage 47,000

Comments:

Authorization by Applicant:

I authorize the Maine Savings Bank, Portland Savings Bank, Sun Savings & Loan, Maine National Bank, any Credit Union or other financial institution to verify mortgage information, savings deposit information or any other information requested by the City of Portland Department of Planning & Urban Development for the purpose of evaluating the feasibility of a low interest loan or an outright grant.

Marjorie P. Wright, Duv
 Signature in Full

2/24/86
 Signature in Full Date

All information furnished in this questionnaire will be held in strict confidence.

NOTE: For all City of Portland low interest rehabilitation loans, a title search is required. When your loan has progressed to the point of sending for a title search, we will require an advance deposit of \$150.00. When your loan is approved, the cost of the title search may be included in your loan and your original deposit will be reimbursed, if you wish. In addition, as of July 1, 1982, there is a loan application fee of 3% on all energy loans and on the City's half of a participating City/Bank loan.

PLEASE NOTE THAT H.U.D. ALSO REQUIRES A TITLE UPDATE JUST PRIOR TO CLOSING. PRESENTLY THE CHARGE FOR THE TITLE UPDATE IS \$50.00.

PLEASE SIGN ALL RELEASES

Authorization by Applicant:

I authorize the Maine Savings Bank, Portland Savings Bank, Sun Savings & Loan, Maine National Bank, any Credit Union or other financial institution to verify mortgage information, savings deposit information or any other information requested by the City of Portland Department of Planning & Urban Development for the purpose of evaluating the feasibility of a loan or grant.

Margaret L. Waugh-Dew
(Signature in Full)
(OWNER)

(Signature in Full)
(CO-OWNER)

3/24/86
(Date)

Authorization by Applicant:

I authorize the Maine Savings Bank, Portland Savings Bank, Sun Savings & Loan, Maine National Bank, any Credit Union or other financial institution to verify mortgage information, savings deposit information or any other information requested by the City of Portland Department of Planning & Urban Development for the purpose of evaluating the feasibility of a loan or grant.

Margaret L. Waugh-Dew
(Signature in Full)

(Signature in Full)

2/24/86
(Date)

Authorization by Applicant:

I authorize the Maine Savings Bank, Portland Savings Bank, Sun Savings & Loan, Maine National Bank, any Credit Union or other financial institution to verify mortgage information, savings deposit information or any other information requested by the City of Portland Department of Planning & Urban Development for the purpose of evaluating the feasibility of a loan or grant.

Margaret L. Waugh-Dew
(Signature in Full)

(Signature in Full)

2/24/86
(Date)

SUBORDINATION AGREEMENT

This Agreement entered into this day by and between SMALL BUSINESS ADMINISTRATION, an agency duly created and existing under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a District Office at 40 Western Avenue, Augusta, Maine; PEOPLES HERITAGE SAVINGS BANK, a banking institution duly authorized and existing under law, and having its principal place of business in Portland, Maine; and CITY OF PORTLAND, a municipal corporation duly authorized and existing under law,

WITNESSETH

WHEREAS, SMALL BUSINESS ADMINISTRATION has an outstanding loan to KEGAN DAVID DREW, INC. secured by the Guaranty of Margaret I. Drew, now known as Margaret I. Drew-Waugh, which Guaranty is secured by a second real estate mortgage recorded in the Cumberland County Registry of Deeds in Book 4547, Page 294, and which mortgage was assigned to SMALL BUSINESS ADMINISTRATION by instrument recorded in said Registry in Book 6744, Page 7; and

WHEREAS, PEOPLES HERITAGE SAVINGS BANK is willing to grant a loan to Margaret I. Drew-Waugh in the principal amount of Twenty Thousand Dollars (\$20,000) providing that the mortgage position of said SMALL BUSINESS ADMINISTRATION is subordinated to a new real estate mortgage to be taken by PEOPLES HERITAGE SAVINGS BANK; and

WHEREAS, the CITY OF PORTLAND is willing to grant a loan to Margaret I. Drew-Waugh in the principal amount of Twenty Thousand Dollars (\$20,000) providing that the mortgage position of said SMALL BUSINESS ADMINISTRATION is further subordinated to a new real estate mortgage to be taken by the CITY OF PORTLAND. Said new real estate mortgage by the CITY OF PORTLAND to be junior to the new real estate mortgage to be taken by PEOPLES HERITAGE SAVINGS BANK as aforesaid; and

WHEREAS, SMALL BUSINESS ADMINISTRATION interposes no objection to the granting of said new loans and to the subordination of its mortgage to the two new real estate mortgages as aforesaid, subject to the terms herein provided.

NOW THEREFORE, in consideration of One Dollar and other valuable consideration, the receipt of which is duly acknowledged by all parties hereto, SMALL BUSINESS ADMINISTRATION hereby agrees with PEOPLES HERITAGE SAVINGS BANK and with the CITY OF PORTLAND, and each with the others, that SMALL BUSINESS ADMINISTRATION's security interest under its said real estate mortgage is hereby subordinated to the new real estate mortgage granted or to be granted by Margaret I. Drew-Waugh to PEOPLES HERITAGE SAVINGS BANK for its said Twenty Thousand Dollar (\$20,000) loan until said loan is paid in full, and also is hereby further subordinated to the new real estate mortgage granted or to be granted to the CITY OF PORTLAND for its said Twenty Thousand Dollar (\$20,000) loan until said loan is paid in full. For the aforesaid consideration it is mutually understood and agreed by the parties hereto that the within subordination is granted according to the following terms:

1. PEOPLES HERITAGE SAVINGS BANK for itself, its successors and assigns, that in the event of default of its said new mortgage or upon notice of default of said SMALL BUSINESS ADMINISTRATION subordinated mortgage, it will, upon payment by SMALL BUSINESS ADMINISTRATION of the balance of said new mortgage, together with accrued interest and expenses, which constitute part of the mortgage debt, assign, transfer and set over to SMALL BUSINESS ADMINISTRATION, its successors or assigns, said mortgage and the note for which said mortgage was security.
2. CITY OF PORTLAND for itself, its successors and assigns, that in the event of default of its said new mortgage or upon notice of default of said SMALL BUSINESS ADMINISTRATION subordinated mortgage, it will, upon payment by SMALL BUSINESS ADMINISTRATION of the balance of said new mortgage, together with accrued interest and expenses, which constitute part of the mortgage debt, assign, transfer and set over to SMALL BUSINESS ADMINISTRATION, its successors or assigns, said mortgage and the note for which said mortgage was security.

IN WITNESS WHEREOF, the said SMALL BUSINESS ADMINISTRATION has caused these presents to be executed in its name and behalf by G. Leroy Perry, District Director of its Augusta District Office pursuant to Delegation of Authority contained in Title 13 Chapter 1 §101.5-2 of Part 01 of the Code of Federal Regulations, effective January 15, 1982 as published in the Federal Register, Volume 47, No. 10 on January 15, 1982, and its seal to be hereunto affixed this 29th day of September, 1987.

SEAL OF
SMALL BUSINESS ADMINISTRATION

By: G. Leroy Perry
G. Leroy Perry
District Director

IN WITNESS WHEREOF, said PEOPLES HERITAGE SAVINGS BANK has caused these presents to be executed in its name and behalf by Tony Joaquin, its Vice-President and its seal to be hereunto affixed this thirteenth day of October, 1987.

SEAL

Attest: Carolyn Chadburn

By: Tony Joaquin
Its: Vice-President

IN WITNESS WHEREOF, said CITY OF PORTLAND has caused these presents to be executed in its name and behalf by MARGARET Schmuckel, its Supervisor of Loan Program and its seal to be hereunto affixed this second day of October, 1987.

SEAL

Attest: Virginia L. Leavitt

By: Margaret Schmuckel
Its: Supervisor of Loan Program

STATE OF MAINE
KENNEBEC, ss.

September 29, 1987

Personally appeared the above-named G. LeRoy Perry, District Director of the Augusta District Office of SMALL BUSINESS ADMINISTRATION, to me known, and known by me to be the party executing the foregoing instrument, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said SMALL BUSINESS ADMINISTRATION.

Before me,

Bonnie K. Erickson
Notary Public

My Commission Expires: OCTOBER 24, 1987

Bonnie K. Erickson
(Print or Type Name)

STATE OF MAINE
CUMBERLAND, ss.

October 13, 1987

Personally appeared the above-named Tony Joaquin, Vice-President of PEOPLES HERITAGE SAVINGS BANK, to me known, and known by me to be the party executing the foregoing instrument, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said PEOPLES HERITAGE SAVINGS BANK.

Before me,

Cheryl M. Davis
Notary Public

My Commission Expires: CHERYL M. DAVIS
NOTARY PUBLIC MAINE
MY COMMISSION EXPIRES JULY 29, 1993

Cheryl M. Davis
(Print or Type Name)

STATE OF MAINE
Cumberland, ss.

Oct. 2, 1987

Personally appeared the above-named Mr. August Schumacher,
Superior Court House of the CITY OF PORTLAND, to me known, and known by me to
be the party executing the foregoing instrument, and acknowledged the
foregoing instrument to be his free act and deed in his said capacity and the
free act and deed of said CITY OF PORTLAND.

Before me,

Virginia F. Wentworth
Notary Public

My Commission Expires: 12/6/91

Virginia F. Wentworth
(Print or Type Name)

WHEELER, POMEROY & SNITGER
ATTORNEYS AT LAW
385 CONGRESS STREET, PORTLAND, MAINE 04101
(207) 773-3807

DAVID C. POMEROY
KENNETH E. SNITGER
JAMES V. GRASSO

— Of Counsel —
MILTON J. WHEELER

February 2, 1987

Ms. Virginia F. Wentworth
Loan Officer
Department of Urban Development
389 Congress Street
Portland, Maine 04101

RE: Margaret F. Waugh-Drew (was Rummell and Drew)
177 Congress Street
Portland, Maine 04101
Lot #13-M-27

Dear Ms. Wentworth:

In accordance with the standards adopted by the Maine State Bar Association and resting on Warranty Deed from Ellen C. Burke to Aletta L. Wold dated May 20, 1930, and recorded in the Cumberland County Registry of Deeds in Book 1347, Page 131, I hereby certify that I have examined or caused to be examined records in the Cumberland County Registry of Deeds and the Probate Court within and for said County and State of Maine, and all instruments of record therein as reflected by indices affecting the title to the premises described in Warranty Deed from Lynn G. Bryon and Bradley L. Buckley to Margaret I. Rummell dated August 23, 1977, and recorded in said Registry of Deeds in Book 4085, Page 317, and as described in a Quit Claim Deed without Covenant from Wesley T. Drew to Margaret I. Drew dated June 5, 1985, and recorded in said Registry in Book 7060, Page 293.

I further certify that Margaret I. Rummell (Drew) is record owner of said premises in fee simple with good and marketable title thereto free and clear of all encumbrances with the following exceptions:

1. Subject to the General Exceptions attached hereto as Exhibit A, which pertain to all titles.
2. Mortgage from Margaret I. Rummell to Atlantic Federal Savings & Loan Association in the original amount of \$9,310.00, dated August 23, 1977, and recorded in said Registry of Deeds in Book 4085, Page 332.

Ms. Virginia F. Wentworth

Page 2

February 2, 1987

discharged 2/10/87
Book 7917
Page 126

3. Mortgage from Margaret I. Rummell (Drew) to Casco Bank & Trust Company in the original sum of \$3,300.00 dated November 7, 1978, and recorded in said Registry at Book 4337, Page 192.

discharged 4/23/87
Book 7729
Page 170

4. Mortgage from Margaret I. Rummell (Drew) to the City of Portland in the original amount of \$3,300.00 dated November 7, 1978, and recorded in said Registry at Book 4337, Page 196.

Will Subordinate
See letter
Attached

5. Mortgage from Margaret I. Drew (Rummell) to Casco Bank & Trust Company in the original amount of \$126,650.00 dated December 28, 1979, recorded in said Registry at Book 4547, Page 294, and assigned by Casco Northern Bank, N. A. to the Small Business Administration by assignment dated January 21, 1985, and recorded in said Registry at Book 6744, Page 7.

6. I am informed by the City of Portland that annual real estate taxes for the tax year from July 1, 1986, through June 30, 1987, are in the amount of \$984.33. The sum of \$42.17 has been paid so that real estate taxes are paid through December 31, 1986.

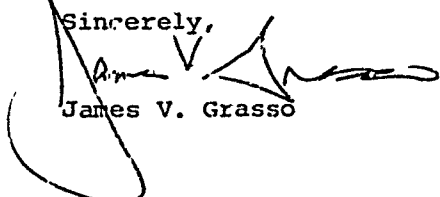
See attached
Receipt of
Payment

7. I am informed by the Portland Water District that as of their most recent January billing the sum of \$54.36 is due on water charges and the sum of \$96.28 is due on sewer.

There are no attachments, liens or assessments as of January 20, 1987, at 8:30 a.m.

Thank you for the opportunity to be of service.

Sincerely,


James V. Grasso

JVG/mp

Attachments

TITLE CERTIFICATE, EXHIBIT A
GENERAL EXCEPTIONS

There are certain possible or latent defects in some titles to real property which an examining attorney cannot discover from a search of Registry records. For this reason, the following matters are excepted from this Title opinion:

1. Any conditions or state of facts which would be disclosed by inspection of the premises and/or an accurate engineering survey (including the exact geographic location of the premises);
2. Persons in possession and those claiming under leases for a term of less than two years;
3. Our examination indicates that there are no mechanic's or labor liens of record against the premises, but liens of this nature may be perfected within 120 days from the last day that services are rendered or materials furnished by contractors and/or suppliers;
4. Questions as to possible encroachments, whether or not the buildings and improvements are located entirely within the described premises, whether or not the roadway serving the premises is accepted or is private and availability of public water supply, septic or storm drainage and other utilities to the premises;
5. Any bankruptcy proceedings other than those of the immediate Grantor and any and all provisions of any public or private laws, whether federal, state, county, municipal or otherwise, and any codes, ordinances, regulations or rulings promulgated thereunder or in relation thereto, affecting the disposition, use and/or occupancy of the premises;
6. Any disability of the Grantor in the chain of title, any forgery of an instrument in the chain of title, any fraudulent or mistaken identity of a record title holder due to similar or identical names, any Registry error in the record, the rights, if any, of undisclosed heirs, any exercise of a power of attorney after death or disability of the creator of the power, and any defects in conveyances in the chain due to lack of delivery.

SUMMARY SHEET

Parcel 13-M Lot 27

TITLE IN Margaret I. Rummell (Drew)

OF: _____

PLAN OF LOCUS: 13-M-27

ATTACHMENTS: None

MORTGAGES: 1. Margaret I. Rummell to Atlantic Federal Savings & Loan Association, dated 8/23/77, recorded in Book 4085, Page 332; 2. Margaret I. Rummell (Drew) to Casco Bank & Trust Company dated 11/7/78, recorded in Book 4337, Page 192; 3. Margaret I. Rummell (Drew) to the City of Portland dated 11/7/78, recorded in Book 4337, Page 196; and 4. Margaret I. Drew (Rummell) to Casco Bank---OVER

RESTRICTIONS: None

ENCUMBRANCES: None

LIENS: None

TAX LIENS OR SALE: None

PROBATE CLAIMS: None

INHERITANCE TAX: None

BANKRUPTCY: None

DOWER OR CURTESY: None

MUNICIPAL LIENS: None

OTHER DEFECTS & IRREGULARITIES: None

Examined by James V. Grasso, Attorney at Law

MORTGAGES (Continued):

& Trust Company dated 12/28/79, recorded in Book 587 Page 294, and assigned by Casco Northern Bank, N.A. to Small Business Administration by assignment dated 1/21/85 and recorded in Book 1744 Page 7.

SUMMARY SHEET

(2)

Parcel _____ Lot _____

TITLE IN: Margaret I. Rummell (Drew)

RIGHTS BY DESCENT: None

REFERENCE: Warranty Deed from Lynn G. Byron and Bradley L. Buckley
to Margaret I. Rummell dated August 23, 1977, and recorded
in the Cumberland County Registry of Deeds in Book 4085, Page 317.
Reference is also made to Quit-claim Deed from Wesley T. Drew to
Margaret I. Drew dated June 5, 1985, and recorded in said Registry
in Book 7060, Page 293.

DESCRIPTION: See Attached

EXHIBIT A

a certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, and currently numbered 177 Congress Street, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Congress Street which was the most southerly corner of the land Charles Q. Clapp et al. purchased from William Hoyt and which adjoined land described in 1850 as belonging to Adams and Tewksbury;

Thence Easterly by said Congress Street sixty-four (64) feet to a stake;

Thence Northwesterly, parallel with said Adams and Tewksbury line, to a point equidistant between Congress Street and Cumberland Avenue as they existed in 1850;

Thence Westerly by a line equidistant between said streets as they existed in 1850 a distance of 64 feet to said Adams and Tewksbury line;

Thence Southeasterly by said Adams and Tewksbury line to Congress Street at the point of beginning, said to be ninety-eight (98) feet, more or less, in depth.

Being the same premises conveyed to Michale McMahon by deed of Charles Q. Clapp et al dated October 19, 1850, and recorded in the Cumberland County Registry of Deeds in Book 225, Page 423.

Excepting therefrom that portion taken to widen Congress Street.

WHEELER, POMEROY & SNITGER
ATTORNEYS AT LAW
455 CONGRESS STREET, PORTLAND, MAINE 04101
(207) 773-3807

DAVID C. POMEROY
KENNETH E. SNITGER
JAMES V. GRASSO

— Of Counsel —
MILTON G. WHEELER

February 2, 1987

Ms. Virginia F. Wentworth
Loan Officer
Department of Urban Development
389 Congress Street
Portland, Maine 04101

RE: Margaret F. Waugh-Drew (Was Rummell)
177 Congress Street
Portland, Maine 04101
Lot #13-M-27

FOR PROFESSIONAL SERVICES RENDERED:

Certification of Title

\$150.00

WHEELER, POMEROY & SNITGER
ATTORNEYS AT LAW
465 CONGRESS STREET, PORTLAND, MAINE 04101
(207) 773-3807

DAVID C. POMEROY
KENNETH E. SNITGER
JAMES V. GRASSO

— Of Counsel —
MILTON G. WHEELER

February 2, 1987

Ms. Virginia F. Wentworth
Loan Officer
Department of Urban Development
389 Congress Street
Portland, Maine 04101

RE: Margaret F. Waugh-Drew (Was Rummell)
177 Congress Street
Portland, Maine 04101
Lot #13-M-27

FOR PROFESSIONAL SERVICES RENDERED:

Certification of Title

\$150.00

MARGARET WAUGH-DREW		741
242 FOVLER RD.		
CAPE ELIZABETH, ME 04107		
2/20/87		52-7385 2112
PAY TO THE ORDER OF	James Grasso	\$150.00
one hundred fifty		00 DOLLARS
AMERICAN BANK		
77 MIDDLE ST., PORTLAND, MAINE 04101		
FOR		
⑆211273859⑆ 04⑆69⑆00268⑆ 0741		



CITY OF PORTLAND

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
INSPECTION SERVICES DIVISION

Sept. 24, 1987

U.S. Small Business Administration
Fed. Building
40 Western Avenue
Augusta, Maine 04330

Attention: Bonnie K. Erickson

Dear Ms. Erickson:

Enclosed is a copy of your letter dated June 5, 1987 to Margaret J. Waugh-Drew and copies of the note and mortgage from Peoples Heritage Bank and from the City of Portland, Maine.

Will you please forward the subordination agreement or a copy of it to me? I will see that Peoples Heritage Bank gets their copy also.

Your prompt attention to this matter will be appreciated.

Sincerely,

Virginia F. Wentworth

Virginia F. Wentworth
Loan Officer



U.S. SMALL BUSINESS ADMINISTRATION
FEDERAL BUILDING, 40 WESTERN AVENUE
AUGUSTA, MAINE 04330

June 5, 1987

Margaret I. Waugh-Drew
177 Congress Street
Portland, Maine 04101

Re: Mortgage Subordination

Dear Margaret:

Our Agency has agreed to your request to subordinate our interest on the Congress Street residence to the City of Portland and Peoples Heritage Savings Bank. However, before we can properly prepare our subordination agreement, we will need copies of both lending instruments and a copy of the mortgage being filed.

Upon receipt of these items, we will forward the executed subordination agreement.

Sincerely,

Bonnie Erickson
Bonnie K. Erickson
Loan Servicing Assistant

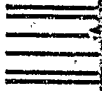
Received
7/21/87

U.S. Small Business Administration
Federal Building-Tl. S. Post Office
40 Western Avenue
Augusta, Maine 04330

Official Business
Penalty for Private Use, \$300



Ms. Margaret I. Vaughn-Drew
177 Congress Street
Portland, Maine 04101



Postage and Fees Paid
U.S. Small Business Administration
SBA 475

CITY OF PORTLAND, MAINE

CHECK REQUEST

Date: June 21, 1988

PAY TO:

Margaret I. Waugh-Drow

and

Al Fischer

CHARGE TO:

Rehabilitation Loan andGrant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
6/21/88	LOAN NO: 01/886/2		\$ 4,500.00
	Progress payment #5 for labor and		
	materials used in rehab work being done		
	on property at 177 Congress St.,		
	Portland, Maine		
Total			\$ 4,500.00

Certified Correct

BY:

Viggo L. M. L. L.
(Signature)

DATED: 6/20/88

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed

CONTRACTOR: Al Fischer

LOCATION: 177 Congress St.

OWNER: M. Waugh Drew

Partial / Full payment is requested for the following specification items:

1. Remove asphalt siding / shapping and dispose
2. Replish broken, cracked, shilled or
3. missing clapboards. New fascia board
4. and paint

5. _____

6. _____

7. _____

8. Less 10% $\frac{500}{10} = 50$

9. 4,500

10. _____

Total value of work completed:

\$ 4,500.

INSPECTED BY:

[Signature]
Renovation Specialist

AL FISCHER
P.R. 4 BOX 34
NEW PORTLAND ROAD
GORHAM, MAINE 04038
TEL. 854-9411

BILL

FOR SERVICES RENDERED

June 20, 1988

TO: MARGARET WAUGH DREW
224 Fowler Rd.
Cape Elizabeth, Me.

This bill is rendered only as
an accommodation
Terms are net cash and
payable on presentation

FOR SERVICES FURNISHED ON:

Request for partial payment as per Contract
dated Sept. 17, 1987 for Margaret Waugh Drew
Property at: 177 Congress St. Portland, Me.

\$5,000.00

500.-

\$4,500.-

Less 10%

CHECK REGISTRATION

Date: March 10, 1988

PAY TO:

Margaret-I. Waugh-Drew and
Al Fischer

CHARGE TO:

Rehabilitation Loan and
Grant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
5A						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
3/16/88	LOAN NO: 01/386/2		\$ 4,500.00
	Progress payment #4 for labor and materials used in rheab work being done on		
	property at 177 Congress St.,		
	Portland, Maine 04101		
Total			\$ 4,500.00

Certified Correct,

BY: _____

(Signature)

DATED: 3/15/88

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed

CONTRACTOR: Al Fischer

LOCATION: 177 Longview St

OWNER: Margaret Drew

Partial/Full payment is requested for the following specification items:

1. For bathroom completion / interior hall floor
2. Doors in rear shed window / door trim &
3. Roofing on existing shed.
4. _____
5. _____ 5,000. -
6. _____ 500. -
7. Less 10% 4,500.00
8. _____
9. _____
10. _____

Total value of work completed:

\$ 4,500. -

INSPECTED BY: [Signature]
Renovation Specialist

AL FISCHER
R.R. 4 BOX 34
NEW PORTLAND ROAD
GORHAM, MAINE 04038
TEL. 654-9411

BILL

FOR SERVICES RENDERED

March 14, 1988

TO MARGARET WAUGH DREW
224 Fowler Rd.
Cape Elizabeth, Maine

This bill is rendered only as
an accommodation
Terms are net cash and
payable on presentation

FOR SERVICES FURNISHED ON:

Request for partial payment AS per contract
dated Sept. 17, 1987 For Margaret I. Waugh Drew
Property at 177 Congress St. Portland, ME.

\$5000 00

500 —

4,500 —

CITY OF PORTLAND, MAINE		Nº 01906	
CODE ENFORCEMENT		52-2	
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT		112	
PORTLAND MAINE		MAR. 17, 1938	
PAY TO THE ORDER OF	**MARGARET E. WYNNE-DEAN AND AL FRANKS**		\$**4,500.00*
FOUR THOUSAND FIVE HUNDRED DOLLARS		DOLLARS	
CASCO BANK & TRUST COMPANY		TREAS	
PORTLAND MAINE		CHASING	
01/386/2			
177 521/1055		001906 0011200022 2000340638	

CITY OF PORTLAND, MAINE

CHECK REQUISITION

Date: Jan. 27, 1988

PAY TO:

Margaret L. Brough-Dunay
and
Al Fischer

CHARGE TO:

Rehabilitation Loan and
Grant Escrow Account

Trans. Code	Vendor Number	Fund	Dep.	D'y.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
1/27/88	LOAN NO: 01/383/2		\$ 7,200.00
	^{#3} Progress payment #2 for labor and materials used in rehab work being done on property at 177 Congress St., Portland, Maine 04101		
Total			\$ 7,200.00

Certified Correct

BY:

Virginia L. Wentworth
(Signature)

DATED: 1/26/88

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed.

CONTRACTOR: Al Fischer

LOCATION: 177 Congress St.

OWNER: Margaret Waugh - Inou

Partial Full payment is requested for the following specification items:

1. For work completed (B-1st 13, 15, 16, 20 thru 24) Rea. Pld

2. (E-1 thru 2) Fire Escape.

3.

4.

5.

6.

7.

8.

9.

10.

8,000.~

800.~

less 10%
\$ 7,200.~

Total value of work completed:

\$ 7,200.00

INSPECTED BY:

[Signature]
Rehabilitation Specialist

AL FISCHER
R.R. 4 BOX 34
NEW PORTLAND ROAD
GORHAM, MAINE 04038
TEL: 654-9411

BILL

FOR SERVICES RENDERED

JAN. 26, 1988

TO: Margaret I. Wmgh Drew
224 Fowler Rd.
Cape Elizabeth, Me.

This bill is rendered only as
an accommodation
Terms are net cash and
payable on presentation

FOR SERVICES FURNISHED ON:

Request for partial payment as per contract
dated Sept. 17, 1987 for Margaret I. Wmgh Drew
Property at 177 Congress St. Portland, Me.

	8,000.00
Less 10%	800.00
	<u>7,200.00</u>

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT

Nº 01895

PORTLAND, MAINE, January 27, 1988 ⁵²⁻² 112

PAY TO THE ORDER OF Margaret L. Wagon-Drew and Al Flanagan \$ 7,200.00

Seven thousand two hundred dollars and no/100 DOLLARS

CASCO BANK & TRUST COMPANY
PORTLAND, MAINE

TREAS

CHASCO

01/30/88

179 Congress St.

001895 0112000220 2000340638

CITY OF PORTLAND, MAINE

CHECK REGISTRATION

Date: DEC. 3, 1987

PAY TO:

Margaret I. Vaughn-Dred

and

Al Fischer

CHARGE TO:

Rehabilitation Loan and

Grant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
12/3/87	LOAN NO: 01/386/2.		\$ 1,053.00
	Progress payment #2 for labor and		
	materials used in rehab work being done		
	on property at 177 Congress St.,		
	Portland, Maine 04101		
Total			\$ 1,053.00

Certified Correct

BY: Virginia S. Hunt
(Signature)

CITY OF PORTLAND, MAINE

CHECK REQUISITION

Date: Dec. 1, 1987

PAY TO:

Margaret I. Vaughn-Drew andAl Fischer

CHARGE TO:

Rehabilitation Loan andGrant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
12/1/87	LOAN NO. 01/386/2		\$ 8,100.00
	Progress payment #1 for labor and		
	materials used in rehab work being done		
	on property at 177 Congress St.,		
	Portland, Maine 04101		
Total:			\$ 8,100.00

Certified Correct

BY:

Vincent J. Mouton
(Signature)

#2

DATED: 11/30/87

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed

CONTRACTOR: AL. Fischer

LOCATION: 177 Congress St.

OWNER: Margaret Waugh Drown

Partial Full payment is requested for the following specification items:

1.	Remove windows	720
2.	Install 20 windows p.p.	5,000
3.	F 1 thru 6	1,400
4.	B floors	200
5.	J-456 bathtubs	2,100
6.	Electric (p/p)	750
7.		10,170
8.		10%
9.		1017
10.		9,153

Total value of work completed:

\$ 9,153. —

8100

12/3 7000 - 1,053

1987

INSPECTED BY:

Greg Smith
Rehabilitation Specialist

0 all 1,053

AL FISCHER
R.R. 4 BOX 34
NEW PORTLAND ROAD
GORHAM, MAINE 04038
TEL. 854-9411

Nov. 30 1987

TO: MARGARET I. WAUGH DREW
224 Fowler Rd.
Cape Elizabeth, Me.

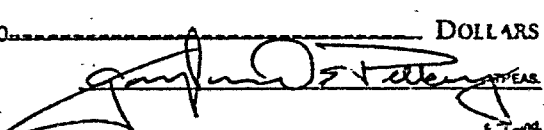
TERMS.

Request for partial payment as per contract
dated Sept. 17, 1987 for Margaret I. Waugh Drew
Property, at 177 Congress St. Portland, Me.

10,000.00

Owner: Margaret I. Waugh Drew

CITY OF PORTLAND, MAINE		Nº 01880
CODE ENFORCEMENT		
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT		19 87 52-2 112
PAY TO THE ORDER OF Margaret I. Waugh-Drew and or F.		\$ 0,100.00
Eight hundred and no/100 Dollars and		DOLLARS
CASCO BANK & TRUST COMPANY		TREAS.
PORTLAND, MAINE		CITY OF PORTLAND
001880 NO. 12000221 20-034-638		

CITY OF PORTLAND, MAINE		Nº 01885	
CODE ENFORCEMENT		52-2	
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT		112	
PORTLAND, MAINE		December 3, 1987	
PAY TO THE ORDER OF Margaret I. Waugh-Drew and Al Fischer		\$1,053.00	
One thousand fifty three dollars and no/100		DOLLARS	
CASCO BANK & TRUST COMPANY			
PORTLAND, MAINE			
#3 01/356/2			
177 Longview St. 001885		:011200022: 20-034-638	

CITY OF PORTLAND, MAINE

CHECK REQUESTION

Date: Nov. 3, 1987

PAY TO:

Margaret I. Waugh Drew and

Al Fischer

CHARGE TO:

Rehab. Loan and Grant

Sewer Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
11/3/87	LOAN NO: 01/386/2		\$ 8,100.00
	Progress payment #1 for labor and		
	Materials used in rehab work being		
	done on property at 177 Congress St.,		
	Portland, Maine		
	Total		\$ 8,100.00

Certified Correct

BY: *Virginia L. Wentworth*
(Signature)

DATED: Nov. 2, 1987

INSPECTION REPORT

This is to certify that on the date set forth above, I inspected the work being performed

CONTRACTOR: Al Fischer

LOCATION: 177 Congress St.

OWNER: M. Drew

Partial/Full payment is requested for the following specification items:

1. For work completed as of 11/2/87. wa Mo.
2. ceiling, electrical, plumbing
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Total value of work completed:

\$ 8,100.00

9,000.00
10% - 900.-
8,100.-

INSPECTED BY:

[Signature]
Rehabilitation Specialist

AL FISCHER
R.R. 4 BOX 34
NEW PORTLAND ROAD
GORHAM, MAINE 04038
TEL. 854-9411

Nov. 2 1987

To Margaret I. Waugh Drew
224 Fowler Rd
Cape Eliz. Me.

Lgt.
3.00

TERMS:

Request for partial payment as per Contract
dated Sept. 17, 1987 for Margaret I. Waugh Drew
Property at 127 Congress St. Portland, Me.

\$9,000.00
- 10%
900.00
\$8,100.00

Margaret I. Waugh Drew

CITY OF PORTLAND, MAINE

CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT

PORTLAND, MAINE

November 4,

1987

Nº 01863

52-2
112

PAY TO THE ORDER OF Margaret I. Waugh Drew and Al Fischer \$ 8,100.00

Eight thousand hundred dollars and no/100 DOLLARS

CASCO BANK & TRUST COMPANY
PORTLAND, MAINE

Robert J. Higgins TREAS
cntrsgnd

#1
01/346.1,
177 Congress St

0001 3110112000221 200034638

CITY OF PORTLAND, MAINE

CHECK REQUISITION

Date: Sept. 17, 1987

PAY TO:

Cumberland County Registry of
Deeds

CHARGE TO:

Rehabilitation Loan and
Grant
Escrow Account

Trans. Code	Vendor Name	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJ. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
9/9/87	LOAN NO: 01/386/2		\$10. 00
	Payment for recordation of Mortgage of		
	property at 177 Congress St., Portland		
	Maine		
	OWNER: Margaret I. Waugh-Drew		
Total			\$ 10.00

Certified Correct

BY Virginia F. Bertucci
(Signature)

CITY OF PORTLAND, MAINE

CHECK REQUISITION

Date: Sept. 9, 1987

PAY TO:

Margaret L. Waugh Drew andCity of Portland

CHARGE TO:

Rehabilitation Loan &Grant Escrow Account

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CTR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
9/9/87	LOAN NO: 01/386/2		\$ 594.00
	LOAN ORIGINATION FEE due the City of		
	Portland		
Total			\$ 594.00

Certified Correct

BY:

(Signature)

CHECK REGISTRATION

Date: Sept. 9, 1987

PAY TO:

Margaret I. Waugh Drew and
City of Portland, Maine

CHARGE TO:

Rehab. Loan and
Escrow Account

PAYBACKS

Trans. Code	Vendor Number	Fund	Dept.	Div.	Prog.	Expend. Code
54						

Trans. Code	Fund (5)	PRJ. (3)	PGM. (3)	OBJT. (4)	CYR. (3)	FCT. (3)
54						

Date	Description	Unit	Total
9/9/87	LOAN NO: 01/386/Z		\$ 20,000.00
Total			\$ 20,000.00

Certified Correct

BY: Virginia L. Brown
(Signature)

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT
PORTLAND, MAINE September 9, 19 87 52-2 112
Nº 01836
PAY TO THE ORDER OF Margaret I. Waugh Drew and City of Portland \$ 594.00
Five hundred ninety four dollars and no/100-----DOLLARS
CASCO BANK & TRUST COMPANY
PORTLAND, MAINE
6/1/386/2
177 Congress
TREAS.
cntrsgnd.
"001836" :011200022: 200034638"

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT
PORTLAND, MAINE September 9, 1987 52-2 112
Nº 01837
PAY TO THE ORDER OF Margaret I. Waugh Drew and City of Portland \$ 20,000.00
Twenty thousand dollars and no/100-----DOLLARS
CASCO BANK & TRUST COMPANY
PORTLAND, MAINE
6/1/386/2
177 Congress
TREAS.
cntrsgnd.
"001837" :011200022: 200034638"

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT
PORTLAND, MAINE September 9, 19 87 52-2 112
Nº 01835
PAY TO THE ORDER OF Cumberland County Registry of Deeds \$ 10.00
Ten and no/100-----DOLLARS
CASCO BANK & TRUST COMPANY
PORTLAND, MAINE
6/1/386/2
177 Congress St.
TREAS.
cntrsgnd.
"001835" :011200022: 200034638"

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT

Portland, Maine September 9, 19 87

Nº 01836
52-2
112

PAY TO THE ORDER OF Margaret I. Waugh Drew and City of Portland \$ 594.00

Five hundred ninety four dollars and no/100-----DOLLARS

CASCO BANK & TRUST COMPANY
PORTLAND, MAINE

01/386/2
177 Congress

TREAS. *[Signature]*
enrsd.

⑈001836⑈ ⑆011200022⑆ 20⑈034⑈638⑈

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT

Portland, Maine September 9, 1987

Nº 01837
52-2
112

PAY TO THE ORDER OF Margaret I. Waugh Drew and City of Portland \$ 20,000.00

Twenty thousand dollars and no/100-----DOLLARS

CASCO BANK & TRUST COMPANY
PORTLAND, MAINE

01/386/2
177 Congress

TREAS. *[Signature]*
enrsd.

⑈001837⑈ ⑆011200022⑆ 20⑈034⑈638⑈

CITY OF PORTLAND, MAINE
CODE ENFORCEMENT
REHABILITATION LOAN AND GRANT ESCROW ACCOUNT

Portland, Maine September 9, 19 87

Nº 01835
52-2
112

PAY TO THE ORDER OF Cumberland County Registry of Deeds \$ 10.00



Ten and no/100-----DOLLARS

CASCO BANK & TRUST COMPANY
PORTLAND, MAINE

01/386/2
177 Congress St.

TREAS. *[Signature]*
enrsd.

⑈001835⑈ ⑆011200022⑆ 20⑈034⑈638⑈

 Peoples Heritage Bank PORTLAND, MAINE	DATE	IN PAYMENT OF / REMITTER	PAY EXACTLY
	9/17/87	RE: Waugh-Drew City/Bank Ln. #6012785	\$20,000.00
TO THE ORDER OF		PEOPLES HERITAGE SAVINGS BANK 2000000000	
City of Portland		Peoples Heritage Bank  AUTHORIZED SIGNATURE	
MAINE NATIONAL BANK PORTLAND, MAINE 706369 0011200051 00000150 3			

JUNIOR MORTGAGE DEED

1. WORDS USED OFTEN IN THIS DOCUMENT

- a. The word "Mortgage" means this document, dated Sept. 17, 1987
b. The words "I", "me", "my", "mine" and "the consumer" mean Margaret I. Waugh Drew (being unmarried)(husband and wife)(husband and wife, my husband/wife signs only to release whatever claim he/she may have to the property).
c. The words "you", "your", and "the City" mean the City of Portland, Maine, 389 Congress Street, Portland, Maine, 04101. These words also mean any person who is given the rights which the City has under this Mortgage.
d. The word "Note" means a note signed by me and dated Sept. 1987. In the Note, I promised to pay you Twenty thousand dollars dollars (\$20,000.00) plus interest.
e. The word "property" means the property which is subject to this Mortgage and which is described below.

2. GRANT OF MORTGAGE AND DESCRIPTION OF PROPERTY

As security for the Note which I gave you, I grant to you with all rights that the law gives to mortgage holders, including the rights known as "mortgage covenants," the property which is located at 177 Congress Street Portland, Maine 04101

Your Mortgage also covers all additions to and improvements of the property. The property is in Cumberland County, State of Maine. It has the following legal description:

a certain lot or parcel of land, with the buildings thereon, situated in the City of Portland, County of Cumberland and State of Maine, and currently numbered 177 Congress Street, and more particularly bounded and described as follows:

Beginning at a point on the northerly side of Congress Street which was the most southerly corner of the land Charles Q. Clapp et al. purchased from William Holt and which adjoined land described in 1850 as belonging to Adams and Tewksbury;

Thence Easterly by said Congress Street sixty-four (64) feet to a stake;

Thence Northwesterly, parallel with said Adams and Tewksbury line, to a point equidistant between Congress Street and Cumberland Avenue as they existed in 1850;

Thence Westerly by a line equidistant between said streets as they existed in 1850 a distance of 64 feet to said Adams and Tewksbury line;

Thence Southeasterly by said Adams and Tewksbury line to Congress Street at the point of beginning, said to be ninety-eight (98) feet, more or less, in depth.

Being the same premises conveyed to Michale McKahan by deed of Charles Q. Clapp et al dated October 19, 1850, and recorded in the Cumberland County Registry of Deeds in Book 225, Page 423.

Excepting therefrom that portion taken to widen Congress Street.

3. DEFAULT AND FORECLOSURE

I am in default if I break any promises under this Mortgage or the Note. I am also in default if I break any of the promises given to American Bank, 77 Middle St., Portland, Me., the holder of my first mortgage, if breaking those promises significantly impairs my prospect of repayment or jeopardizes your interest in the property.

If I am in default, you may foreclose on the property. If I am in default for failure to make a required monthly payment, you must give any notices required by the Maine Consumer Credit Code. I agree to pay your reasonable expenses in preparing the property for resale as allowed by law. Depending on the amount financed under the Note, if you foreclose and sell the property you may not be able to collect any deficiency from me.

BK797690224

4. CONSUMER'S PROMISES

- a. Taxes and Claims. I will pay all taxes due on the property and will keep the property free from all future claims against it.
- b. Insurance. I will keep the property insured under terms and in an amount acceptable to you, at my expense; and for your benefit, the insurance policy will contain a standard mortgagee clause to protect you. A duplicate of the insurance policy must be given to City. The insurance policy must contain a ten-day notice of cancellation by the insurance company to the City.
- c. Repair and Maintenance. I will keep the property in good condition and make all repairs reasonably necessary.

If I do not pay taxes, keep the property free from further claims, keep the property properly insured, or keep the property in good condition, you may do so and add the cost to the balance of my loan, and you will be entitled to interest on the additional amount at the same rate as the Note. This Mortgage also secures any amount you add to the balance of my loan under this paragraph.

5. AGREEMENTS ABOUT RIGHTS IF I TRANSFER THIS PROPERTY.

If I sell or transfer all or part of the property or any rights in the property, you may require me to make immediate payment in full of all money due under the Note and Mortgage.

You will not have the right to require Immediate Payment in Full as a result of certain transfers. Those transfers are:

- i. the creation of liens or other claims against the property that have a lower priority than this Mortgage;
- ii. a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances in order to protect that person against possible losses;
- iii. a transfer of property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law;
- iv. leasing the property for a term of three years or less, as long as the lease does not include an option to buy.

If you require Immediate Payment in Full under this paragraph, you will send me a notice which states this requirement. The notice will give me at least 30 days to make payment in full. The 30-day period will begin on the date which is 3 days after the day the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make payment in full during that period, you may bring a lawsuit for foreclosure without giving me any further notice or demand for payment.

6. DISCHARGE

When I have paid all amounts due under the Note and this Mortgage, you will record a certificate in the Registry of Deeds stating that the Mortgage has been discharged. I agree to pay for the preparation and recording costs of this certificate.

NOTICE: THE CITY MAY DEMAND FULL AND IMMEDIATE PAYMENT OF THE DEBT SECURED BY THIS MORTGAGE IF THE PROPERTY OR AN INTEREST IN THE PROPERTY IS SOLD OR CONVEYED

Witness: Virginia F. Wentworth Consumer: Margaret I. Waugh Drew
Witness: Virginia F. Wentworth Consumer: Margaret I. Waugh Drew

STATE OF MAINE, Cumberland County, ss. Sept. 17, 1987
Personally appeared Margaret I. Waugh Drew and
acknowledged that the signing of this Mortgage was his/her/their free act and deed.

SEAL

Before Me: Virginia F. Wentworth

Notary Public
My commission expires 12/6/91

RECORDED
RECORDED REGISTRY OF DEEDS

1987 SEP 18 PM 1:27

CUMBERLAND COUNTY

Daniel W. Lish



PEOPLES HERITAGE SAVINGS BANK
MORTGAGE ON REAL ESTATE

1. Words Used Often in This Document

- a. The word "mortgage" means this document which is dated September 17, 1987
b. The words "I," "me," "my," "mine," and "Borrower," means Margaret I. Waugh-Drew
of Cape Elizabeth, Portland, Maine
c. The words "you," "your," or "the bank" mean PEOPLES HERITAGE SAVINGS BANK,
These words also mean any person who is given the rights which the bank has under this mortgage
d. The word "Note" means a document signed by me and dated September 17, 1987, in which I
promised to pay you Twenty thousand and 10/100 dollars plus interest
e. The word "property" means the property which is subject to this Mortgage and which is described below

2. Grant of Mortgage and Description of Property As security for the Note which I gave you, I grant to you with all rights that the law gives to
mortgage holders including the rights known as "mortgage covenants" the property which is located at 177 Congress Street

Portland

Maine

04101

(City/Town)

(State)

(Zip Code)

Your mortgage also covers all additions to and improvements of the property. The property is in
County, State of Maine. It has the following legal description:

See Schedule A Attached.

The above described property is conveyed by me to the following mortgagees, identify date, parties and recording information:
dated 8/23/77, recorded in Cumberland County Registry of Deeds, Book 4065, Page 432, as 2nd
mortgage to be recorded for Peoples Heritage Savings Bank, and 3rd by the City of Portland
and a mortgage to USACO Savings Bank, dated 8/23/77, is the amount of \$126,650, recorded in Cumberland
County Registry of Deeds 17/11/79, Book 4547, page 294, to be subordinated.
which mortgage(s) is (are) to be paid as performed by the Mortgagor who agrees that a breach of any of the conditions of said prior
mortgage(s) shall constitute a breach of the conditions of this mortgage(s). The mortgagor hereby transfers and assigns to the Mortgagee, its
successors and assigns, the Mortgagor's equity of redemption of said prior mortgage(s) including the right to demand an accounting of
said prior mortgage(s) the right to make full or partial payment upon said prior mortgage, the right to demand assignment of said prior
Mortgage and the Note secured by same. Any payment made by the Mortgagee, its successors and assigns, on said prior mortgage(s) shall
become part of the indebtedness of this Mortgage.

3. Default and Foreclosure I shall be in default if: (1) I do not make any payment on time, or (2) I fail to fulfill any of my obligations under
Paragraph 4 of this mortgage, or (3) I break any of the covenants given to the holder(s) of any prior mortgage(s). Upon default and after
any notice required to be given under applicable law, the bank may demand immediate payment of all principal and interest due on this note
and mortgage. Even if a time when I am in default, the bank does not require me to pay immediately in full, the bank has the right to do so if
I am in default at a later time.

4. After receiving notices required by the Maine Consumer Credit Code, I do not cure any default, you may foreclose upon the property.

4. Consumer's Promises

- (a) Taxes and Claims. I will pay all taxes due on the property and will keep the property free from all future claims against it.
(b) Insurance. I will keep the property insured under terms acceptable to you in an amount of coverage which equals the value of the
property at my expense and for your benefit and the insurance policy will contain a standard mortgage clause to protect you. A duplicate of
the insurance policy must be given to the bank if requested. The insurance policy must contain a ten-day notice of cancellation by the
insurance company to the bank.
(c) Repair and Maintenance. I will keep the property in good condition and make all repairs reasonably necessary.

If I do not pay taxes, keep the property free from further claims, keep the property properly insured, or keep the property in good condition,
you may do so and add those expenses to the balance of my loan, and you will be entitled to interest at the same rate as the Note. This
mortgage also secures any amount you add to the balance of my loan under this paragraph.

5. Transfer. If I sell, give away or otherwise transfer my rights in the property without your consent, the Note becomes immediately due
and payable, at the bank's option.

6. Discharge. When I have paid all amounts due under this note and mortgage you will issue in recordable form a certificate stating the
mortgage has been discharged.

NOTICE TO THE BORROWER(S)

1. I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT.
2. I AM ENTITLED TO A COPY OF THIS AGREEMENT.

Witness

Virginia F. Wentworth

Borrower

Margaret I. Waugh-Drew

Witness

Borrower

STATE OF MAINE

Cumberland

September 17

1987

Personally appeared the above signed Margaret I. Waugh-Drew
and acknowledged the above instrument to be her free act and deed.

Before me,

Notary Public

Virginia F. Wentworth

PEOPLES HERITAGE SAVINGS BANK

CONSUMER LOAN NOTE, DISCLOSURE STATEMENT, AND SECURITY AGREEMENT

Joint City-Bank Rehabilitation Loan

Date September 17, 1987

Account No. 26-6012785

NOTE: Boxes checked if applicable. In this document the words "I", "me," "my" and "mine" mean each person who signs the Note as a consumer. The words "you", "your" or "the bank" means PEOPLES HERITAGE SAVINGS BANK. "N/A" means not available.

PEOPLES HERITAGE SAVINGS BANK 481 Congress Street Portland, ME 04106	Consumer <u>Margaret L. Vaughn-Draw</u> Legal Address <u>774 Fowler Road, Cape Elizabeth</u> Mailing Address (if different than above): _____
---	---

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>10.50</u>	FINANCE CHARGE The dollar amount the credit will cost me. <u>\$ 12,466.07</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf. <u>\$ 20,000.00</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all payments scheduled. <u>\$ 32,466.07</u>
--	--	---	---

MY PAYMENT SCHEDULE WILL BE:

number of payments	amount of payments	when payments are due
<u>119</u>	<u>\$ 351.54</u>	<u>November 1, 1987</u>
	<u>269.87</u>	<u>Monthly, beginning December 1, 1987</u>
Finance Charge begins to accrue September 27, 1987		

☐ **VARIABLE RATE:** The annual percentage rate may increase during the term of this transaction if _____ increases. The annual percentage rate will not increase above _____. The maximum annual percentage rate increase at one time will be _____. The annual percentage rate will not increase more than once every _____. Any increase will take the form of higher payment amounts or more regular payments and a different final payment. If, for example, my amount financed were \$10,000, my APR 15% for 10 years, then my 120 scheduled monthly payments would be _____ but if the interest rate increased on my first change date to 17%, my payments would increase to _____ or the number of payments would increase to _____ and the amount of the final payment would be _____.

☒ **PREPAYMENT** If I pay off early I will not have to pay a penalty, nor will I be entitled to a refund of part of the finance charge.

☒ **SECURITY** To secure this note, I am giving you the following:

☐ A Security Interest in Property being Purchased.

☐ A Security Interest in: _____

☒ A Mortgage on Real Property located at: 177 Congress Street, Portland, Maine

☒ A Set-Off against any Accounts or Deposits I may have with you.

☐ **ASSUMPTION** Someone buying the mortgaged real property cannot assume the remainder of the mortgage on the original terms.

☐ **REQUIRED DEPOSIT** The annual percentage rate does not take into account my required deposit.

☒ **OTHER INFORMATION** The Note, Security Agreement, and Mortgage give me additional information about nonpayment, default, any required payment in full before the scheduled date, prepayment penalties, and security interests.

☒ **PROPERTY INSURANCE:** I may obtain property insurance from anyone I want that is reasonably acceptable to the bank.

☐ **VENDOR'S SINGLE INTEREST INSURANCE:** I am required to obtain vendor's single interest insurance, which protects you from loss; but I may obtain such insurance from anyone I want that is reasonably acceptable to you. If I obtain vendor's single interest insurance from you, the one time cost will be \$_____.

☒ **CREDIT INSURANCE:** I do not have to buy either credit life or credit disability insurance to obtain credit from you. But if I want this protection, I must be acceptable to your insurer, and I must sign below and agree to pay the premium.

TYPE	PREMIUM	SIGNATURE(S) OF INSURED
CREDIT LIFE ONLY, SINGLE OR JOINT <input checked="" type="checkbox"/> N/A	\$_____	I WANT: CREDIT LIFE <input checked="" type="checkbox"/> CREDIT LIFE <input checked="" type="checkbox"/>
SINGLE CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/> N/A	\$_____	I WANT: CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/>
JOINT CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/> N/A	\$_____	I WANT: CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/> CREDIT LIFE ONLY <input checked="" type="checkbox"/>

☒ **ITEMIZATION OF AMOUNT FINANCED**

a) Amount given to me directly	\$ 20,000.00	AMOUNTS PAID IN CASH BY ME
b) Life and/or Disability Insurance Premium(s)	\$_____	
c) Vendor's Single Interest Insurance Premium	\$_____	
d) Amount(s) paid on my account(s)	\$_____	
e) Amount(s) paid to others on my behalf:		
1) To Appraisers	\$_____	
2) To Public Officials (taxes, filing fees, recording fees, etc.)	\$_____	
3) Other	\$_____	
4)	\$_____	
5)	\$_____	
f) Total Itemization of Amount Financed	\$ 20,000.00	
g) Prepaid Finance Charge	\$_____	

PROMISE TO PAY: To repay the loan you have given to me today, I promise to pay to your order the sum of \$20,000.00 principal together with interest on the unpaid portion at the rate of 10.50 %.

☐ If this box is checked, the rate may increase or decrease once every _____ by not more than _____ % up to an annual percentage rate of _____. Such changes shall not exceed the change over the same period in the _____ ("Index") and will be made only after _____ days' written notice to me.

If the interest rate increases or decreases,

☐ the amount of the payments will change.

☐ the number of payments and the amount of the final payment

☐ **SECURITY AGREEMENT**

COLLATERAL: I give you a security interest in the property described below ("collateral"):

☐ A Security Interest in:
☒ A Mortgage on Real Property located at: 177 Congress Street, Portland, Maine
☒ A Set-Off against any Accounts or Deposits I may have with you.
ASSUMPTION Someone buying the mortgaged real property cannot assume the remainder of the mortgage on the original terms.
REQUIRED DEPOSIT The annual percentage rate does not take into account my required deposit.
OTHER INFORMATION The Note, Security Agreement, and Mortgage give me additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties, and security interests.

☐ PROPERTY INSURANCE: I may obtain property insurance from anyone I want that is reasonably acceptable to the bank.
☐ VENDOR'S SINGLE INTEREST INSURANCE: I am required to obtain vendor's single interest insurance, which protects you from loss, but I may obtain such insurance from anyone I want that is reasonably acceptable to you. If I obtain vendor's single interest insurance from you, the one time cost will be \$
☒ CREDIT INSURANCE: I do not have to buy either credit life or credit disability insurance to obtain credit from you. But if I want this protection, I must be acceptable to your insurer, and I must sign below and agree to pay the premium.

TYPE	PREMIUM	SIGNATURE(S) OF INSURED
CREDIT LIFE ONLY SINGLE OR JOINT <input checked="" type="checkbox"/> N/A	\$	I WANT: CREDIT LIFE X CREDIT LIFE X
SINGLE CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/> N/A	\$	I WANT: CREDIT LIFE AND DISABILITY X
JOINT CREDIT LIFE AND DISABILITY <input checked="" type="checkbox"/> N/A	\$	I WANT: CREDIT LIFE AND DISABILITY X CREDIT LIFE ONLY X

ITEMIZATION OF AMOUNT FINANCED AMOUNTS PAID IN CASH BY ME
a) Amount given to me directly \$20,000.00
b) Life and/or Disability Insurance Premium(s) \$
c) Vendor's Single Interest Insurance Premium \$
d) Amount(s) paid on my account(s) \$
e) Amount(s) paid to others on my behalf:
1) To Appraisers \$
2) To Public Officials (taxes, filing fees, recording fees, etc.) \$
3) Other \$
4) \$
5) \$
f) Total Itemization of Amount Financed \$20,000.00
g) Prepaid Finance Charge \$

PROMISE TO PAY: To repay the loan you have given to me today, I promise to pay to your order the sum of \$20,000.00 ("principal") together with interest on the unpaid portion at the rate of 16.50%.
If this box is checked, the rate may increase or decrease once every by not more than % up to an annual percentage rate of %. Such changes shall not exceed the change over the same period in the and will be made only after days written notice.
If the interest rate increases or decreases:
☐ the amount of the payments will change.
☐ the number of payments and the amount of the final payment will change.
PAYMENTS:
☒ I promise to pay you \$351.54 on Nov. 1, 1987 and \$269.97 each month after that for 119 months with a final payment of the remaining unpaid principal and interest.
☐ I promise to pay you the principal together with all unpaid interest on \$ interest. Additionally, I will pay beginning You will bill me to let me know the amount and dates my interest payments are due.
If I make prepayments or late payments, or if the interest rate changes, I promise to pay you the resulting changed amounts as the payments are due, and to make any additional payments that may result.

SECURITY AGREEMENT
COLLATERAL I give you a security interest in the property described below ("collateral"):
Located at:
There are other security interests or encumbrances on this collateral as follows:
VALUE OF COLLATERAL: If the collateral is a Savings Passbook, a Certificate of Deposit, or a Stock Certificate, I promise to add additional funds to my savings account, provide additional or larger Certificates of Deposit, provide additional stock certificates, or prepay a portion of the unpaid principal and interest on this loan in an amount sufficient to make the value of the collateral at least % of the unpaid principal and interest on this loan upon your request.
This Loan ☐ is ☐ is not given to enable me to buy the collateral described above.
THE RIGHTS I AM GIVING YOU IN THIS PROPERTY, AND THE OBLIGATIONS THIS SECURITY AGREEMENT SECURES ARE FURTHER DEFINED ON THE REVERSE SIDE OF THIS FORM.

SECURITY: The following protect you from possible losses if I do not keep the promises and agreements I make in this Note:
☐ the Security Agreement portion of this document.
☒ A mortgage deed dated Sept. 17, 1987 to be recorded in the Cumberland County Registry of Deeds, covering property located at 177 Congress St., Portland, ME
☐ A mortgage deed dated recorded in the County Registry of Deeds. Book no. Page no. , covering property located at
OTHER TERMS AND OBLIGATIONS OF THIS NOTE ARE DESCRIBED ON THE REVERSE SIDE OF THIS FORM.

NOTICE TO CONSUMER: I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT. I AM ENTITLED TO A COPY OF THIS AGREEMENT.
By signing this Disclosure, Note, and Security Agreement, I agree to its terms (including those on the reverse side of this form) and acknowledge receiving a copy on today's date.
WITNESS CONSUMER Margaret L. Vaughn-Drew
WITNESS CONSUMER
WITNESS CONSUMER
PEOPLES HERITAGE SAVINGS BANK BY

PROMISSORY NOTE

NAME: Margaret I. Waugh Drew
PLACE: 177 Congress St.
DATE: Sept. 17, 1987

LOAN NO: 01/386/2

In this document, the words "I", "me", and "my" mean each person who signs as a consumer below. The words "you", "your", and "the City" mean the City of Portland, Maine, 389 Congress Street, Portland, Maine, 04101.

1. PROMISE TO PAY/INTEREST RATE.

I promise to pay to the order of the City Twenty thousand dollars
dollars (\$20,000.00), plus interest at the
rate of 2 %.

In this Note, the finance charge is computed by the simple interest method. The disclosed finance charge is calculated on the assumption that all payments will be made on the due dates. Payments made before the dates on which they are due will reduce the total amount of the finance charge. Payments made after the dates on which they are due will increase the total amount of the finance charge and may increase the amount of my last payment to you.

This interest rate is fixed for the term of the loan.

2. MY PAYMENT SCHEDULE.

Both the principal and interest on this Note are payable on the First Day of Each Month in 120 monthly installments, including both principal and interest, starting with a payment of \$ 199.59 on Nov. 1, 1987, and of \$ 184.03 the First Day of Each Month for the remaining 118 months, starting on Dec. 1, 1987, & with a final payment of \$ 180.07 on Oct. 1, 1997, in lawful money of the United States at the designated office of Peoples Heritage Bank, 481 Congress St., Portland, Maine 04101

3. SECURITY AGREEMENT.

As security for this Note, I am giving the City a Mortgage dated
Sept. 17, 1987, on real estate I own which is located at
177 Congress St., Portland, Maine

The Mortgage describes my responsibilities and it describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. If I default under this Note, that is if I fail to make payments or break any other promises, the City may foreclose on my property after I am given notices required by the Maine Consumer Credit Code. A default under the Mortgage is also a default under this Note.

4. ASSUMPTION.

Someone buying my property cannot assume the remainder of the loan on its original terms.

OTHER INFORMATION: The rest of this document gives me additional information about nonpayment, default, any required repayment in full before the scheduled date, prepayment penalties and security interest.

5. DEFAULT.

I will be in default:

- (a.) if I don't make a payment when due; or
- (b.) if, in the City's judgement, there is a significant lessening of my ability to repay the loan, or a significant impairment of the collateral; or
- (c.) if I die, become insolvent, or go into bankruptcy; or
- (d.) if I break any promises in this Note and Security Agreement.

If I am in default, the City can demand immediate payment of the entire unpaid balance of this loan, after I am given notice required under the Maine Consumer Credit Code.

If suit is instituted by the City to recover on this Note, I agree to pay all costs of such collection including reasonable attorney's fees and court costs.

If this Note be reduced to judgement, such judgement should bear the statutory interest rate on judgements, but not to exceed 8% per annum.

6. PREPAYMENT.

I have the right to prepay the amount I owe at any time without penalty except minimum charges as allowed by law. If I prepay this loan, the City may charge daily interest up to the day of prepayment.

7. EACH SIGNER LIABLE.

Although this Note may be signed by more than one person, I understand that I as an individual am responsible for paying back the entire amount owed under this Note.

NOTICE TO THE CONSUMER

1. I WILL NOT SIGN THIS AGREEMENT BEFORE I READ IT.
2. I AM ENTITLED TO A COPY OF THIS AGREEMENT.

I acknowledge receiving a completed copy of this document.

Witness: Virginia F. Wentworth
Virginia F. Wentworth

Consumer: Margaret I. Waugh Drew
Margaret I. Waugh Drew

Witness:

Consumer :

Mailing Address:

224 Fowler Rd.
Cape Elizabeth, Me. 04107

DATE: 9/17/87 CITY OF PORTLAND, MAINE
TIME: 3:00 p.m. DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT
TRUTH IN LENDING DISCLOSURE STATEMENT

HIGH-INTENSITY FIELDS SHOULD BE RECORDED ON THE LENDING DISCLOSURE STATEMENT !

LOAN NUMBER: 01/386/2 (20,000.00)

AMOUNT FINANCED	FINANCE CHARGES	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
\$ 19,406.00	\$ 2,090.20 (INTEREST) \$ 594.00 (ORIGINATION FEE) \$ 2689.20 (TOTAL CHARGE)	\$ 22,090.20	2.62 %

MY PAYMENT SCHEDULE WILL BE:

TOTAL MONTHLY
PAYMENTS

I UNDERSTAND MY FIRST PAYMENT WILL BE DUE ON: 11/1/87
IN THE AMOUNT OF 199.09 . ALL OTHER MONTHLY PAYMENTS ARE
DUE ON THE FIRST 1 OF EACH MONTH BEGINNING: 12/1/87
IN THE AMOUNT OF 184.09 . I ALSO UNDERSTAND THAT IF I
MAKE MY PAYMENTS ON SCHEDULE, MY LAST PAYMENT WILL BE DUE
ON: 10/1/97, IN THE AMOUNT OF 180.09 .

DONE: E.

Bank Side @ 10 1/2 % - 20,000.00

20,000

12,466.02

32,466.02

10.50%

12,466.02

11/1/87 - 351.54

12/1/87 - 269.87

10/1/87 - 269.87



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF PLANNING
AND URBAN DEVELOPMENT

RIGHT TO CANCEL NOT EXERCISED

I have decided not to exercise my legal right to cancel the
loan, dated September 17, 1987 which resulted in a
mortgage on my property.

Dated: Sept. 22, 1987

Margaret I. Waugh Drew
(Signature of Borrower)
Margaret I. Waugh Drew

(Signature of Borrower)

Rehabilitation Loan Under the Community Development Act of 1974

Administered By:

The Department of Planning & Urban Development
City of Portland, Maine

NOTICE OF RIGHT TO CANCEL

In this Notice, the words "I", "me", and "my" mean each person who signs as a borrower below. The words "you", "your", and "the City Loan Program" mean The City of Portland, Maine, Department of Planning & Urban Development, Room 317, 389 Congress Street, Portland, Maine, 04101.

1. DESCRIPTION OF LOAN.

This Notice relates to a loan, dated September 17, 1987, secured by a mortgage on my property which is located at:

177 Congress Street, Portland, Maine 04101

2. MY RIGHT TO CANCEL.

I am entering into a loan that will result in a mortgage on my property. I have a legal right to cancel this loan, without cost, within three business days from whichever of the following events occurs last:

1. the date of the loan; or
2. the date I received by Truth in Lending Disclosure; or
3. the date I received this Notice of Right to Cancel.

If I cancel the loan, the mortgage is also cancelled. Within twenty calendar days after you receive my notice, you must take the steps necessary to reflect that the mortgage on my property has been cancelled, and you must return to me any money or property I have given to you or to anyone else in connection with this loan.

I may keep any money or property you have given me until you have done the things mentioned above, but I must then offer to return the money or property. If it is impractical or unfair for me to return the property, I must offer its reasonable value. I may offer to return the property at my home or at the location of the property. Money must be returned to the City Loan Program at the address above. If you do not take possession of the money or property within twenty calendar days of my offer, I may keep it without further obligation.

3. HOW TO CANCEL.

If I decide to cancel this loan, I may do so by notifying the City Loan Program in writing at the address above. I may use any written statement that is signed and dated by me and states my intention to cancel, or I may use this Notice by dating and signing it where indicated below. I should keep one copy of this Notice because it contains important information about my rights.

If I cancel by mail or telegram, I must send the notice no later than midnight of Sept. 17, 1987. If I send or deliver my written notice to cancel some other way, it must be delivered no later than that time.

I WISH TO CANCEL

(Borrower's Signature)

(Date)

4. ACKNOWLEDGEMENT OF RECEIPT.

I acknowledge receiving two completed copies of this Notice, and I understand its meaning.

DATE: Sept. 17, 1987

Margaret I. Waugh Drew
(Signature of Borrower)
Margaret I. Waugh Drew

PROCEED ORDER NO. 01/386/2DATE: Sept. 17, 1987

Gentlemen:

Please be advised that funds were made available on the above date under the terms of my/our loan from the Department of Planning and Urban Development Loan/Grant Program (Loan No. 01/386/2) for the work to be performed on the structure at 177 Congress St., Portland, Maine 04101 owned by me/us, as specified in the contract between Al Fischer RR#4 - Box 34 New Portland Rd and myself/ourselves, dated Sept. 17, 1987 Gorham, Maine 04038

This letter constitutes notice to proceed with said specified work within thirty (30) days from Sept. 17, 1987. Under no circumstances shall work commence by you prior to Sept. 21, 1987.

Per the terms of the above-mentioned contract between Al Fischer and myself/ourselves, you will note that all work must be completed by you on or before March 17, 1987.

Margaret I. Waugh Drew
Margaret I. Waugh Drew

RECEIPT OF NOTICE

This is to certify that on Sept. 17, 1987 I received a copy of the foregoing notice. I propose to start work on Oct. 12, 1987 weather permitting.

Al Fischer
Al Fischer
RR #4 Box 34
New Portland Rd.
Gorham, Maine 04038

A G R E E M E N T

THIS AGREEMENT is between Al Fischer
 having its principal place of business at RR #4 - Box 34
New Portland Rd., Gorham, Me. 04038
 hereinafter called "CONTRACTOR", and Margaret I. Waugh Drew
 residing at 224 Fowler Rd. Cape Eliz.. in the City of Portland, Maine,
 hereinafter called "OWNER".

W I T N E S S E T H

OWNER intends to repair and remodel his property located at
 number 177 Congress St., in the City of Portland, and
 CONTRACTOR has submitted the low bid for such repair or remodeling.
 Therefore, the CONTRACTOR and the OWNER, for the consideration herein-
 after named, agree to the following Contract which is in two parts:

PART I

1. Work to be Performed. The work to be performed shall be in accordance with the provisions of the bid and proposal, the general conditions, the drawings, if any specifications and progress payment schedule. Copies of the specifications and progress payment schedule are attached hereto as Exhibits A and B and made a part of this agreement.
2. Rescission by Owner. OWNER shall have three (3) days from the date of execution of this Contract to rescind it. Upon rescission, OWNER and CONTRACTOR shall be released from all obligations under this Contract.
3. Order to Proceed. OWNER shall issue a written order to proceed within thirty (30) days from the date of execution of the Contract. If such order to proceed is not received by CONTRACTOR within the said period CONTRACTOR may terminate the Contract.
4. Commencement of Work. CONTRACTOR shall commence the work within thirty days of receipt of the order to proceed and shall thereafter diligently pursue and execute the work, weather permitting, and complete the work prior to March 17, 1987. It is further agreed that failure of CONTRACTOR to perform any work under this Contract for a period of ten (10) consecutive working days at any time after commencement of the work, without written consent of OWNER, shall constitute a breach of the Contract and Owner may, by written notice, terminate his obligations hereunder and contract for or otherwise effect the completion of any of the work then uncompleted by the CONTRACTOR and OWNER may set-off against the contract price the cost and expenses of completing such work. In the event OWNER has at the time of such breach and termination paid to CONTRACTOR an amount in excess of the fair value of the work then completed, CONTRACTOR shall refund to OWNER promptly upon demand an apportioned amount of the total sum paid by OWNER.
5. Payments. CONTRACTOR may make application for progress payment as soon as those portion of the work described in the attached

Schedule of Progress Payments have been completed. The application shall include an itemization of all monies paid by CONTRACTOR for labor performed and material supplied for the period covered by the application and a statement describing the work that was performed using such labor and materials. Releases of any liens by sub-contractors, laborers or materials suppliers may be required by OWNER in addition thereto. Upon approval of such application by the OWNER, which approvals shall not be unreasonably withheld, CONTRACTOR shall be paid ninety per cent (90%) of the approved amount. All amounts due and payable by OWNER to CONTRACTOR for the work shall be payable within twenty (20) days after the work is satisfactorily completed and is approved by the OWNER.

6. Access to CONTRACTOR'S Records. OWNER and Representatives of the City of Portland, Maine shall be afforded access at all times to inspect the Work and they may at all times inspect CONTRACTOR'S books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with sub-contractors relating to this Contract and CONTRACTOR shall preserve all such records for a period of two (2) years after final payment hereunder.
7. Liens. As a condition to receiving final payment hereunder, CONTRACTOR shall deliver to OWNER a complete release of all liens arising out of this Contract and a warranty covering all work performed hereunder to the effect that such work shall be free from defects of material or workmanship of CONTRACTOR or any sub-contractor for a one (1) year period, or for such longer period as may be included in any warranty given by the manufacturer of any material used in the work performed hereunder. In addition, before making any payment whatsoever hereunder, OWNER may require CONTRACTOR to furnish releases or receipts from any and all persons performing work or supplying materials or services to CONTRACTOR or to any sub-contractor for the Work. In the event that CONTRACTOR is unable or unwilling, for any reason whatsoever, to furnish such releases or receipts, OWNER may withhold any payment in whole or in part and if a lien or liens have been recorded against the property the OWNER may apply any retainage, in whole or in part, to the satisfaction of mechanic's lien or liens claimed against the property. OWNER'S obligations to CONTRACTOR under this contract shall be reduced by the amount of any such payment or payments to such lien holders.
8. Permits and Fees. CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances and codes of the City of Portland and State of Maine, and shall at his own expense secure and pay the fees or charges for all permits required for the performance of the Work.
9. Indemnification and Insurance. CONTRACTOR shall indemnify and hold OWNER harmless for liability for any bodily injury, property damage or other claims or demands of third parties resulting from performance of the Work by CONTRACTOR. CONTRACTOR shall obtain, maintain and furnish evidence of comprehensive public liability insurance coverage in an amount of not less than \$300,000 aggregate single limit for bodily injury, death and property damage arising out of the Work to be performed by CONTRACTOR and shall procure any workmen's compensation insurance required by law, unless such requirements are waived by mutual agreement of the parties.
10. Title to Work and Salvage. Title to all work completed or in the course of construction, and of all materials on account of which any payment has been made shall be in OWNER whether

or not such materials are affixed as OWNER'S property. Materials and equipment removed and replaced as part of the work shall belong to CONTRACTOR and CONTRACTOR shall remove same together with all debris in the course of the work, and in no case later than the date of the completion of the work.

11. Cooperation. OWNER shall cooperate with CONTRACTOR to facilitate performance of the work, including the reasonable movement of rugs, coverings, and furniture. CONTRACTOR recognizes that the premises may be occupied during the course of the work and CONTRACTOR agrees to make reasonable efforts to lessen the inconvenience occasioned to the occupants during work to the extent possible, including but not limited to the keeping of the premises clean and orderly during the course of the work. OWNER shall permit CONTRACTOR to make reasonable use of existing utilities for the performance of the work and all such use shall be at the expense of OWNER.

12. Federal Requirements. Part II attached hereto is a part of this Contract. CONTRACTOR agrees to comply strictly with all requirements thereof.

CONTRACTOR further agrees to comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat 862; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C. Section 276c), and any amendments or modifications thereof; shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto; and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exceptions from the requirements thereof.

13. Assignments. CONTRACTOR shall not assign the benefits of the contract nor delegate its duties thereunder without the written consent of the OWNER and of the Director of the Department of Planning and Urban Development of the City of Portland.

14. Amount Due Contractor. For the consideration named therein, CONTRACTOR proposes to furnish all the material and do all the work described in accordance with the Contract and the attached Exhibits for the lump sum of Thirty nine thousand four hundred dollars (\$ 39,400.00) payable as stated hereinabove.

This Agreement, executed in triplicate, shall be construed under the Laws of the State of Maine, and may be modified or amended only by a written instrument executed by both the OWNER and CONTRACTOR.

50% of funds from Peoples Heritage

