

PART II

Part I of the Contract is hereby made subject to the following General Terms and Conditions.

1. Definitions: Except to the extent modified or supplemented by this Contract or by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

(a) Agreement means the Grant Agreement between the City of Portland and the United States Department of Housing and Urban Development with any amendments or supplements thereto;

(b) Applicant means the CONTRACTOR

(c) Grantee means the City of Portland

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570;

(e) Assistance provided means the grants and loans secured by loan guarantees provided under the Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under the Agreement;

(g) Department means the United States Department of Housing and Urban Development.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities: This Contract is subject to the requirements of Section 3 of the Housing & Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

3. Flood Disaster Protection: This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under the Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under the Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968 as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the work, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. CONTRACTOR shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for the Work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all sub-contracts for the Work.

(b) Contracts subject to Executive Order 11246 as amended. Such contracts shall be subject to HUD Equal Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

CONTRACTOR shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under the Agreement, the following equal opportunity clause.

"During the performance of this contract, the contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employer upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the words of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

CONTRACTOR agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or what has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Department or the Secretary of Labor pursuant to Part II, subpart D of the executive order. In addition, the Grantee, OWNER and CONTRACTOR agree that if any of them fail or refuse to comply with these undertakings, the Department may take any or all of the following actions: Cancel, terminate or suspend in whole or in part the grant or loan guarantee refrain from extending any further assistance to the Grantee, OWNER or CONTRACTOR under the program with respect to which the failure or refusal occurred until satisfactory assurances of future compliance has been received from Grantee-OWNER or CONTRACTOR; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Lead - Base Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under the Agreement is subject to the HUD Lead-Base Paint regulations, 24 CFR Part 35. Grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under the agreement are made subject to the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations.

6. Compliance with Air and Water Acts:

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, CONTRACTOR shall cause or require to be inserted in full in all contracts and sub-contracts with respect to any nonexempt transaction thereunder funded with assistance provided under this agreement, the following requirements:

(1) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.

(4) Agreement by the contractor that he will include on cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontractor and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions

CONTRACTOR further agrees that it will be bound by the above environmental clauses.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113 (c) (1) of the Clean Air Act or section 309 (c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CONTRACTOR and all contractors engaged under contracts in excess of \$2,000.00 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provide under the Agreement shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CONTRACTOR of its obligation, if any to require payment of the higher rates, CONTRACTOR shall cause or require to be inserted in full,

in all such contracts subject to such regulations, provisions meeting in the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under the Agreement, the OWNER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or natural origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

CONTRACTOR shall remain fully obligated under the provisions of the Contract notwithstanding its designation of any third party or parties for the undertakings of all or any part of the work with respect to which assistance is being provided under the Agreement.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States and no resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee Members of Local Governing Body, or other Public Official

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for the work. CONTRACTOR shall incorporate, or cause to incorporate in all such contracts or sub-contracts a provision prohibiting such interest pursuant to the purpose of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under the Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval of concurrence of HUD required under the Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

In Witness Whereof OWNER and CONTRACTOR have executed this Agreement at Portland, County of Cumberland and State of Maine as of this seventeenth day of September, 1987.

Attest:

Virginia L. Stewart

CONTRACTOR:

Al Fischer
Al Fischer

Attest:

John

OWNER:

Margaret I. Waugh Drew

(Property - 177 Congress St.)
Mailing (Address of Owner(s))
224 Fowler Rd.
Cape Eliz., Maine

Attest:

OWNER:

(Address of Owner(s))

SELECTION OF CONTRACTORS

The selection of all contractors for housing rehabilitation projects is completely at the option of the homeowner/applicant. The only restriction being that of basic qualification. Each contractor must be currently licensed and be able to submit reasonable proof of ability - i.e. addresses of jobs completed.

The City of Portland does not recommend contractors under any circumstances, and the providing information about contractors is not to be construed to be a recommendation.

Homeowners are encouraged to obtain contractors from their own experiences or any source they choose, and in the interest of professional workmanship, selecting those properly licensed and qualified. All contractors are required to carry appropriate liability insurance and also Workman's Compensation Insurance when applicable.

CITY OF PORTLAND, MAINE

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 Michael 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.

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.

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
Virginia F. Wentworth Margaret I. Waugh Drew

Witness: _____ Consumer: _____

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.

Before Me: Virginia F. Wentworth
Virginia F. Wentworth

Notary Public
My commission expires 12/6/91

CITY OF PORTLAND, MAINE
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

TRUTH IN LENDING DISCLOSURE STATEMENT

Date: Sept. 17, 1987 Prepared by: Virginia F. Wentworth
Reviewed by: Marge Schmuckal
Loan Number: 01/386/2 Loan Type: City/Bank

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.

AMOUNT FINANCED	FINANCE CHARGE	TOTAL OF PAYMENTS	ANNUAL PERCENTAGE RATE
The amount of credit provided to me or on my behalf.	The dollar amount the credit will cost me.	The amount I will have paid when I have made all payments as scheduled.	The annual percentage rate.
\$ <u>19,406.00</u>	\$ <u>2,095.20(Int.)</u> \$ <u>594.00(O.Fee)</u> \$ <u>2,689.20(Total)</u>	\$ <u>22,095.20</u>	<u>2.62 %</u>

My Payment Schedule will be:

Total Number of Monthly Payments
120

Due Dates & Payments:

I understand my First Payment will be due on: Nov. 1, 1987
in the amount of \$ 199.59. All other monthly payments are
due on the First Day of Each Month beginning Dec. 1, 1987
in the amount of \$ 184.03. I also understand that if I make
my payments on schedule, my last payment will be \$ 180.07.

Secured Loan (Complete ONLY if loan is secured by a Mortgage)

Loan is secured by a Mortgage (or Deed of Trust) of even date covering
property at:

177 Congress St.
Portland, Maine

Mortgage (or Deed of Trust) will secure future or other indebtedness and
will cover after-acquired property.

I understand I will be paying my loan back at the designated office listed
here: Peoples Heritage Bank, 481 Congress St., Portland, Me. 04101

I ACKNOWLEDGE RECEIPT OF A COPY OF THIS DOCUMENT, WHICH IS COMPLETE.

Date: Sept. 17, 1987 Consumer: Margaret I. Waugh Drew
Witness: Virginia F. Wentworth Consumer: Margaret I. Waugh Drew

(See Back Side of Notice)

BREAKDOWN OF MY LOAN/ITEMIZATION OF AMOUNT FINANCED

A.	Amount deposited in my Escrow Account.....	\$ 20,000.00
B.	Amount paid to others on / behalf.....	
1.	Title report, Attorney's fees.....	150.00
2.	Recording fees.....	16.00
3.	LOAN APPLICATION FEE..	594.00
4.	Other.....	

CITY OF PORTLAND, MAINE NEIGHBORHOOD CONSERVATION PROGRAM

JOINT CITY BANK REHABILITATION LOAN

REQUEST FOR PARTICIPATION FUNDS

DATE: Sept. 10, 1987

TO: Peoples Heritage Bank
481 Congress St.
Portland, Maine 04101

CASE NO.: 01/386/2

FUNDS REQUESTED \$ 20,000.00

S. Security #034-34-5915

The applicant named below has been approved for a joint City-Bank Rehabilitation Loan in the amount of \$ 40,000.00. This constitutes a request for participating funds from you in the amount noted. All documentation and information relative to the approval of this loan is retained in our files and available to you upon written request. The closing is scheduled for 9/17/87 at 3:00 p.m.

ADDRESS OF PROPERTY 177 Congress St. # of units three Ch/B1/L13-M-27

NAME & ADDRESS OF APPLICANTS Margaret L. Waugh-Drew

mailing address: 224 Fowler Rd., Cape Eliz., Maine 04107

AMOUNT OF BANK LOAN \$ 20,000.00 payable in 120 monthly payments:

(10.50%)

First monthly payment due Nov. 1, 1987 ; \$ 351.54

Remaining 119 monthly payments starting Dec. 1, 1987 ; \$ 269.87

AMOUNT OF CITY LOAN \$ 20,000.00 payable in 120 monthly payments:

(2%)

First monthly payment due Nov. 1, 1987 ; \$ 199.59

Remaining 119 monthly payments starting Dec. 1, 1987 ; \$ 184.02

CONTRACTOR Al Fischer

OWNER'S INSURANCE AGENT Brooks Insurance

Brief description of Rehabilitation Work:

Copy of specs attached.

Title Search by James Grasso dated 2/2/8.

Other debt on structure: mortgage with American Bank, 77 Middle St., Portland

Comments:

Submitted by: Thomas G. L. Turner
Loan Officer

Approved by: Mary Schmuckel
Chief of Housing Rehabilitation



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF
NEIGHBORHOOD CONSERVATION

Date: Sept. 9, 1987

Margaret I. Waugh Drew
224 Fowler Road
Cape Elizabeth, Maine 04107

Dear Margaret :

This letter confirms your loan settlement date of Sept. 17, 1967
(Thursday at 3:00 p.m.)
Please (both) be in our office, Portland City Hall, Room 315 at that time.

I need an amendment to your fire insurance with the wording exactly as follows:

I will get the binder for the fire insurance.

I am ~~leaving~~ ~~giving~~ ~~an~~ ~~extra~~ ~~copy~~ ~~of~~ ~~the~~ ~~to~~ ~~give~~ ~~to~~ ~~you~~ ~~for~~ ~~you~~ ~~to~~ ~~give~~ ~~to~~ ~~your~~ ~~agent~~.

Yours truly,

Virginia F. Wentworth

Loan Officer

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NOTE: We require that your amount of fire coverage has to be: 48,000.00 --
 You must maintain this amount for the term of your loan.



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
DIRECTOR OF
NEIGHBORHOOD CONSERVATION

Date: Sept. 9, 1987

Al Fischer

RR. 4 Box 34 - New Portland Rd.
Gorham, Maine 04038

Dear _____:

This letter confirms the loan settlement date for Margaret Waugh Drew
(177 Congress St.) at 3:00 p.m.
on Sept. 17, 1987 (Thursday) in our office, room 315, Portland City Hall.

Please be present to sign final papers.

☐ Bring a current copy of your contractor's comprehensive and liability insurance that insures the property owner against bodily injury or property damage, in the amount of \$300,000.00.

☒ It is not necessary to bring a contractor insurance policy, I already have one on file.

Yours truly,

Virginia F. Wentworth

Loan Officer

did

Harry
Green

Closing 17th
Thurs. late 3 p.m.

Brooks Agency - Connie Bush

774-1419

80,000.00

245-Commercial-St.

pick up
binder

down Union - rt. - 2 bldgs on rt.

Bills

Ready - 9/9 - late or 9/10 early a.m.

DISCHARGE OF MORTGAGE

Know all Men by these Presents,

That Casco Northern Bank, N.A., a banking institution duly organized and existing by law and having a principal place of business in Portland, County of Cumberland and State of Maine, owner of a certain mortgage given by

Margaret I. Rummell Drew
to Casco Northern Bank, N.A., One Monument Square, Portland, Maine

Dated October A.D. 19 78 and recorded in Cumberland County
Registry of Deeds, Book 4337 Page 192

does hereby acknowledge that it has received full payment and satisfaction of the same, and of the debt thereby secured, and in consideration thereof It does hereby cancel and discharge said mortgage, and release unto the said Margaret I. Rummell Drew, her

heirs and assigns forever the premises above therein described.

In Witness Whereof, It the said Casco Northern Bank, N.A. has hereunto caused its name to be signed and its seal affixed by its Loan Officer, Leesa Andersen

hereunto duly authorized this 10th day of August A.D. 19 87

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF

Rosemary Munson
Rosemary Munson

by:

Leesa Andersen
Loan Officer

STATE OF MAINE

County of Cumberland ss. August 10, 19 87

Then personally appeared the above named Leesa Andersen, Loan Officer of Casco Northern Bank, N.A. and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

BEFORE ME,

Robert C. [Signature]
Notary Public

State of Maine, ss.

REGISTRY OF DEEDS. Received 19 at h. m. M.
and recorded in Book Page

ATTEST

Register

WHITE - REGISTRY

CANARY - BANK COPY

PORTLAND
WATER
DISTRICT

08/11/87 2:33PM
001#5829 D ***

WATER \$138.12

CHECK \$138.12

KEEP THIS PORTION FOR YOUR RECORDS

Water District

225 DOUGLASS ST.
PO. BOX 3553
PORTLAND, ME 04104-3553
(207) 774-5951

MARGARET
ew Douglas St.

ACCOUNT
NUMBER: P-4-5600

7 Congress St.

BILLING
DATE: 08-11-87

WATER 49.86

SEWER 88.26

TOTAL 138.12

BILL DUE UPON PRESENTATION. PAST DUE 30 DAYS AFTER BILLING DATE.
SEE REVERSE SIDE FOR CUSTOMER INFORMATION

REQUEST FOR VERIFICATION OF DEPOSIT
NEIGHBORHOOD CONSERVATION PROGRAM
REHABILITATION LOAN PROGRAM

A. NAME AND ADDRESS OF APPLICANT FOR LOAN
(INCLUDE ZIP CODE)

Margaret T. Waugh-Drew
224 Fowler Road
Cape Elizabeth, Maine 04107

C. APPLICATION NUMBER

DATE OF REQUEST
3/5/86

B. NAME AND ADDRESS OF BANK OR OTHER
DEPOSITORY (INCLUDE ZIP CODE)

Key Bank
One Canal Plaza
Portland, Maine 04101

E. BALANCE \$ \$754.50

F. TYPE OF ACCOUNT

Visa (AAA)
#4332230360027662

NOTE TO BANK OR OTHER DEPOSITORY: The applicant identified in Block A has applied for a loan for property rehabilitation under the Neighborhood Conservation Program Rehabilitation Loan Program. The applicant has indicated in a financial statement the information shown in Blocks E and F above concerning a deposit with you, and has authorized this Agency in writing to verify this information with any source named in the application. We also wish to know whether the applicant has any loans outstanding with your institution. Your verification of this information, together with any other information that may be of assistance in rendering a decision, is for the confidential use of this Agency. Please furnish the information requested below and return this form to this Agency, using the stamped, addressed envelope provided. Any statements on your part or on the part of any of your officers as to the responsibility or standing of any person, firm, or corporation is a matter of opinion and is given as such, and solely as a matter of courtesy, for which no responsibility is attached to your institution or any of your officers.

VERIFICATION OF BANK OR OTHER DEPOSITORY

G. IS INFORMATION GIVEN IN BLOCKS
E AND F APPROXIMATELY CORRECT?

X YES _____ NO
IF NO, EXPLAIN:

H. LOANS OUTSTANDING TO APPLICANT

DATE OF LOAN opened 10-84

BALANCE OUTSTANDING 789.67 Reckoning

I. APPROXIMATE AVERAGE BALANCE PAST 2 MONTHS
\$ _____

1. Secured \$ _____
2. Unsecured \$ _____

J. IF ACCOUNT WAS OPENED LESS THAN 2 MONTHS
AGO, GIVE DATE:

K. ADDITIONAL INFORMATION

at one time 1/60 days late

L. SIGNATURE OF OFFICIAL OF BANK OR OTHER DEPOSITORY:

The above information is furnished in strict confidence in response to your request, and is solely for use by your Agency in connection with the application for loan described above.

3/11/86
DATE

James R. Collins
SIGNATURE

Chief Svc Rep
TITLE

M. NAME AND ADDRESS OF AGENCY TO WHICH THIS FORM IS TO BE RETURNED (INCLUDE ZIP CODE)

Urban Development
389 Congress St. - Room 315
Portland, Maine 04101

REQUEST FOR VERIFICATION OF DEPOSIT
NEIGHBORHOOD CONSERVATION PROGRAM
REHABILITATION LOAN PROGRAM

A. NAME AND ADDRESS OF APPLICANT FOR LOAN (INCLUDE ZIP CODE) Margaret T. Waugh-Drew 224 Fowler Rd. Cape Elizabeth, Maine	C. APPLICATION NUMBER DATE OF REQUEST 3/4/86
B. NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY (INCLUDE ZIP CODE) Holy Cross Credit Union Cottage Road So. Portland, Maine	E. BALANCE \$ 27.62 F. TYPE OF ACCOUNT #5057

NOTE TO BANK OR OTHER DEPOSITORY: The applicant identified in Block A has applied for a loan for property rehabilitation under the Neighborhood Conservation Program Rehabilitation Loan Program. The applicant has indicated in a financial statement the information shown in Blocks E and F above concerning a deposit with you, and has authorized this Agency in writing to verify this information with any source named in the application. We also wish to know whether the applicant has any loans outstanding with your institution. Your verification of this information, together with any other information that may be of assistance in rendering a decision, is for the confidential use of this Agency. Please furnish the information requested below and return this form to this Agency, using the stamped, addressed envelope provided. Any statements on your part or on the part of any of your officers as to the responsibility or standing of any person, firm, or corporation is a matter of opinion and is given as such, and solely as a matter of courtesy, for which no responsibility is attached to your institution or any of your officers.

VERIFICATION OF BANK OR OTHER DEPOSITORY	
G. IS INFORMATION GIVEN IN BLOCKS E AND F APPROXIMATELY CORRECT? X YES NO IF NO, EXPLAIN:	H. LOANS OUTSTANDING TO APPLICANT DATE OF LOAN BALANCE OUTSTANDING None
I. APPROXIMATE AVERAGE BALANCE PAST 2 MONTHS \$ N/A	1. Secured \$ 2. Unsecured \$
J. IF ACCOUNT WAS OPENED LESS THAN 2 MONTHS AGO, GIVE DATE:	K. ADDITIONAL INFORMATION

L. SIGNATURE OF OFFICIAL OF BANK OR OTHER DEPOSITORY:

The above information is furnished in strict confidence in response to your request, and is solely for use by your Agency in connection with the application for loan described above.

3-13-86
DATE

Mare / Martin
SIGNATURE

Manager
TITLE

M. NAME AND ADDRESS OF AGENCY TO WHICH THIS FORM IS TO BE RETURNED (INCLUDE ZIP CODE)
Urban Development
389 Congress St. - Room 315
Portland, Maine 04101

CITY OF PORTLAND, MAINE
DEPT. OF PLANNING & URBAN DEVELOPMENT
REQUEST FOR VERIFICATION OF DEPOSIT
REHABILITATION LOAN PROGRAM

NAME AND ADDRESS OF APPLICANT FOR LOAN
(INCLUDE ZIP CODE)

Margaret T. Laugh-Jew
224 Fowler Road
Cape Elizabeth, Maine 04107

C. APPLICATION NUMBER

--	--	--

D. DATE OF REQUEST 3/5/86

NAME AND ADDRESS OF BANK OR OTHER
DEPOSITORY (INCLUDE ZIP CODE)

Maine National Bank
400 Congress St.
Portland, Maine 04101

E. ☒ BALANCE

\$ 2,603.58

TYPE OF ACCOUNT

Car Loan #2005053101

NOTE TO BANK OR OTHER DEPOSITORY: The applicant identified in Block A has applied for a loan for property rehabilitation under the Department of Planning & Urban Development Rehabilitation Loan Program. The applicant has indicated in a financial statement the information shown in Blocks E and F above concerning a deposit with you, and has authorized this Agency in writing to verify this information with any source named in the application. We also wish to know whether the applicant has any loans outstanding with your institution. Your verification of this information, together with any other information that may be of assistance in rendering a decision, is for the confidential use of this Agency. Please furnish the information requested below and return this form to this Agency, using the stamped, addressed envelope provided. Any statements on your part, or on the part of any of your officers as to the responsibility or standing of any person, firm, or corporation is a matter of opinion, and is given as such, and solely as a matter of courtesy, for which no responsibility is attached to your institution or any of your officers.

VERIFICATION OF BANK OR OTHER DEPOSITORY

IS INFORMATION GIVEN IN BLOCKS "E" AND "F"

CORRECT? YES ☐ NO ☐

IF NO, EXPLAIN:

H. LOANS OUTSTANDING TO APPLICANT DATE OF BALANCE OUTSTANDING

1. Secured	\$
2. Unsecured	\$

APPROXIMATE AVERAGE BALANCE PAST 2 MONTHS:

\$

K. ADDITIONAL INFORMATION

Installment Loan - Orig Bal \$2,953.50
Pymt \$101.70 - secured - 7/85
CURR Bal \$2,531.93 - Paid as agreed
There is no other relationship
at this time.

IF ACCOUNT WAS OPENED LESS THAN 2 MONTHS AGO,
GIVE DATE:

SIGNATURE OF OFFICIAL OF BANK OR OTHER DEPOSITORY:

The above information is furnished in strict confidence in response to your request, and solely for use by your Agency in connection with the application for loan described above.

3/10/86
DATE

[Signature]
SIGNATURE

Credit Officer
TITLE

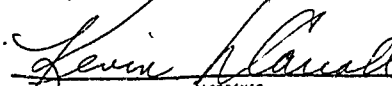
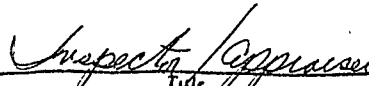
NAME AND ADDRESS OF AGENCY TO WHICH THIS FORM IS TO BE RETURNED (Include ZIP CODE)

Department of Planning and Urban Development
389 Congress Street - Room 317
Portland, Maine 04101

N.C.P.

Neighborhood Conservation Program Rehabilitation Loan Program AS-IS PROPERTY APPRAISAL		A. APPLICATION NUMBER	
INSTRUCTIONS: Prepare original for retention in Public Body case files. Make entries in spaces provided on Form NCP 1 and NCP 4.		B. (Check and complete one) <input type="checkbox"/> Urban renewal project No. <input checked="" type="checkbox"/> Code enforcement program No. <u>HCD TARGET AREA</u> <input type="checkbox"/> Certified area program No.	
C. NAME, ADDRESS, AND ZIP CODE OF PUBLIC BODY			
D. PROPERTY			
1. ADDRESS 177 Congress St.		4. SPECIAL ASSESSMENTS	
2. LEGAL DESCRIPTION (lot and block) 13 - M - 27		Prepayable \$	
		Nonprepayable \$	
		Interest %	
		Annual payment \$	
		Unpaid balance \$	
3. LOT DIMENSIONS Irregular ft. X ft. = 4007 sq. ft.		5. LEASEHOLD	
Ground rent \$ per year		Term of lease years	
Date lease expires		Is lease renewable? <input type="checkbox"/> YES <input type="checkbox"/> NO	
E. BORROWER(S)		F. TITLE EXCEPTIONS (Easements, encroachments, rights-of-way, other)	
1. NAME AND ADDRESS (Include ZIP Code) Margaret I. Drew 224 Fowler Rd. Cape Elizabeth, Maine		2. TELEPHONE NUMBER 799-6813	
G. OCCUPANCY (Complete appropriate items) <input type="checkbox"/> Vacant. Occupied by <input type="checkbox"/> owner 3 <input checked="" type="checkbox"/> tenant at \$ 985 per month <input type="checkbox"/> furnished <input checked="" type="checkbox"/> unfurnished.			
H. DESCRIPTION OF BUILDING Year completed: 1875			
<input checked="" type="checkbox"/> Detached <input type="checkbox"/> Semi-detached <input type="checkbox"/> Row	<input type="checkbox"/> Brick or stone <input type="checkbox"/> Stucco or c. blk <input type="checkbox"/> Comb. types <input checked="" type="checkbox"/> Asphalt Shingles	<input type="checkbox"/> Store rm. <input type="checkbox"/> Util. rm. <input type="checkbox"/> Garage <input type="checkbox"/> Carport <input type="checkbox"/> No. cars <input type="checkbox"/> Built-in <input type="checkbox"/> Attached <input type="checkbox"/> Detached	Mineral rights reserved? <input type="checkbox"/> NO <input type="checkbox"/> YES (Explain)
<input checked="" type="checkbox"/> Frame <input type="checkbox"/> Masonry <input type="checkbox"/> Wood siding <input type="checkbox"/> Wood shingle <input type="checkbox"/> Asb. shingle <input type="checkbox"/> Fiberboard	<input type="checkbox"/> Nonresid. 3 Living units 5 Bedrooms 3 Liv. room 2 Din. room 3 Kitchen 13 No. rooms 3 Baths 0 1/2 Baths	Utilities Public Comm. Individual Water <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Gas <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Elect. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Sanit. sewer <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Type of heating OFF <input type="checkbox"/> Central air conditioning Type of paving Dirt <input checked="" type="checkbox"/> Curb & gutter <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Storm sewer

N.C.P. -

1. COMPARABLE BUILDINGS												
1. ADDRESSES												
a. 190 Congress St.												
b. 171 Congress St.												
c. 50 Turner St.												
2. DETAIL FOR EACH COMPARABLE BUILDING LISTED IN BLOCK H1												
AREA (In sq. ft.)	NO. OF STORIES	ROOMS	BED- ROOMS	BATHS	CONSTRUC- TION	GAR- AGE	AGE	CONDI- TION	PRICE	DATE	DATE OF INSPECTION	COMPARISON (+ OR - OR =)
a-2740	2.5	13	5	3	Frame	No	Unk	Fair	\$90000	12/31/85	1/30/87	\$+120,000
b-3240	3	18	9	3	Frame	No	75+	Good	\$110000	9/4/86	1/30/87	\$
c-1826	2.5	13	5	3	Frame	No	70+	Good	\$110000	1/24/86	1/30/87	\$
3. COMMENTS (Specific conditions, neighborhood characteristics, other; identify building to which comments relate)												
J. PRESENT MONTHLY EXPENSES (Average for past 12 months)									K. BUILDING CONDITION			
1. Real property tax (Annual tax = \$) \$									<input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor			
2. Special assessments \$									L. REMAINING ECONOMIC LIFE OF BUILDING AFTER REHABILITATION			
3. Ground rent (if any) \$									50 years			
4. Heat and utilities \$									M. AS-IS APPRAISAL (Land and Improvements)			
5. Hazard insurance (if any) \$									\$ 110,000			
6. Maintenance \$												
N. COMPLETION OF ITEMS REQUIRING ADDITIONAL SPACE												
ITEM	INFORMATION											
O. CERTIFICATION BY PUBLIC BODY												
The undersigned certifies that to the best of his knowledge the information presented herein is true, complete, and correct, and that he has no interest present or future in the property, application, or loan.												
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>  Signature </div> <div>  Inspector/Appraiser </div> <div> 2/2/87 Date </div> </div>												



CITY OF PORTLAND

JOSEPH E. GRAY, JR.
NEIGHBORHOOD CONSERVATION AND
INSPECTION SERVICES

APPRAISER CERTIFICATION

*177 Congress St
(13-M-27)*

Portland, Me., 04101

I certify that I do not have any interest, direct or indirect, with respect to the property appraised, the Section 312 loan applicant, the contractor, or any other party involved in this transaction.

2/2/87
Date

Kevin Clavall

CITY OF PORTLAND, MAINE
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
ROOM 317, CITY HALL
PORTLAND, MAINE 04101

PAGE No: 1
DATE: 07/20/87
PROPERTY ADDRESS: 177 Congress St.
Portland, ME

TOTAL EST. REHAB COST: \$40,225.00

ESTIMATED COST OF REHAB WORK

LOCATION	TYPE OF WORK	ITEM	DESCRIPTION OF ABE DONE	QUANT.	UNIT	PRICE	CODE VIOLATIONS	INCIDENT VIOLATIONS	ENERGY CONSERVATION	G.P.I
Sidewalk	Carpentry	A1	Remove siding	3000	SF	.40	1200.			
"	"	2	Repair siding	300	SF	3.00	900.			
"	"	3	Remove enclosure				80.			
"	"	4	New sidelight				100.			
"	"	5	Repair door				160.			
"	"	6	Remove gutter	36	LF	2.00	72.			
"	"	7	New fascia	36	LF	3.00	108.			
"	"	8	New gutter	36	LF	5.00	180.			
"	"	9	Repair returns				100.			
Rear shed	"	WB1	Remove stairs				300.			
"	"	2	Jack up structure				400.			
"	"	3	Remove floor				200.			
"	Masonry	4	Sonotube piers	4	PCS	80.00	320.			
"	Carpentry	5	New floor				900.			
"	"	6	Secure wall				100.			
"	"	7	Close stairwell				180.			
"	"	8	Frame windows				200.			
							5500.			

CITY OF PORTLAND, MAINE

PAGE NO: 2

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

DATE: 07/20/87

ROOM 317, CITY HALL
PORTLAND, MAINE 04101

PROPERTY ADDRESS: 177 Congress St.

TOTAL EST. REHAB COST: \$40,225.00

ESTIMATED COST OF REHAB WORK

Portland, ME

LOCATION	TYPE OF WORK	ITEM	DESCRIPTION OF ABN DONE	QUANT.	UNIT	PRICE	CODE VIOLATIONS	INCIPIENT VIOLATIONS	ENERGY CONSERVATION	G.P.I
Rear shed	Carpentry	B09	Remove doors				140.			
"	"	10	Close access				200.			
"	"	11	Siding	700	SF	1.50	1050.			
"	"	12	Partitions	18	LF	15.00	270.			
"	"	13	Stud walls				300.			
"	"	14	New ceiling	400	SF	2.00	800.			
"	"	15	Strap wall	400	SF	.25	100.			
"	"	16	New sheetrock	1,000	SF	1.20	1920.			
"	"	17	Baseboard	160	LF	2.00	320.			
"	"	18	Window trim	60	LF	2.00	120.			
"	Flooring	19	Carpet	20	SY	20.00	400.			
"	Carpentry	20	Insulate	360	SF	.50			180.	
"	"	21	Insulate	180	SF	2.00			360.	
"	"	22	"	1600	SF	.30			800.	
"	"	23	"	180	SF	.40			72.	
"	"	24	Closets	2	PCS	450.00	900.			
Painting	Painting	25	Paint sidewall	3000	SF	1.00	3000.			
							9520.		1412.	

CITY OF PORTLAND, MAINE
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
ROOM 317, CITY HALL
PORTLAND, MAINE 04101

PAGE NO: 3
DATE: 07/20/87
PROPERTY ADDRESS: 177 Congress St.
Portland, ME

TOTAL EST. REHAB COST: \$40,221.00

ESTIMATED COST OF REHAB WORK

LOCATION	TYPE OF WORK	ITEM	DESCRIPTION OF ABE DONE	QTY/AMT.	UNIT	PRICE	CODE VIOLATIONS	INCIDENT VIOLATIONS	ENERGY CONSERVATION	G.P.I
Window & Dnrs.	Carpentry	D1	Remove existing	24	PCS	30.00	720			
"	"	2	Vinyl replacement	24	PCS	250.00	6000.			
"	"	3	New doors	2	PCS	350.00	700.			
"	"	4	New doors	2	PCS	125.00	250.			
Fire escape	"	E1	Walkway				600.			
"	"	2	Fire escape				2000.			
"	"	3	New steps				300.			
Interior										
Front hall	Carpentry	F1	New door				400.			
"	"	2	Stairs				150.			
"	"	3	Tighten handrail				20.			
"	"	4	New balusters	7	PCS	20.00	140.			
"	"	5	New doors	2	PCS	200.00	400.			
"	Painting	6	Patch and paint	600	SF	.60	360.			
"	Flooring	7	Linoletum	9	SY	18.00	162.			
Living room	Carpentry	G1	Close off door	1	PC		100.			
"	Painting	2	Patch & paint	580	SF	.50	290.			
							12,592.			

CITY OF PORTLAND, MAINE
 DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
 ROOM 317, CITY HALL
 PORTLAND, MAINE 04101

PAGE No: 4
 DATE: 07/20/87
 PROPERTY ADDRESS: 177 Congress St.
 Portland, ME

TOTAL EST. REHAB COST: \$40,225.00

ESTIMATED COST OF REHAB WORK

LOCATION	TYPE OF WORK	ITEM	DESCRIPTION OF WORK DONE	QUANT.	UNIT	PRICE	CODE VIOLATIONS	INCIPIENT VIOLATIONS	ENERGY CONSERVATION	G.P.I.
Livingroom	Flooring	G3	Sand floor	170	SF	1.20	304.			
Bedroom	Carpentry	H1	Remove closets	2	PCS		120.			
"	"	2	Close off doors	3	PCS	100.00	300.			
"	"	3	Remove partition	9	LF	10.00	90.			
"	"	4	Patch				100.			
"	"	5	New closet	1	PC	.50	450.			
"	Painting	6	Patch & paint	580	SF	.50	290.			
"	Carpentry	7	Move ducts				400.			
"	Flooring	8	Carpet	17	SY	20.00	340.			
Kitchen	Carpentry	11	Inst. door				50.			
"	Flooring	2	Placemat	170	SF	2.00	340.			
"	Carpentry	3	Cabinets	12	LF		1200.			
"	Plumbing	4	New sink				300.			
"	Painting	5	Patch and paint	560	SF	.50	280.			
Bathroom	Plumbing	J1	Remove fixture				50.			
"	Carpentry	2	Demolition				120.			
"	"	3	Close off window	1	PC		80.			
							5140.			

CITY OF PORTLAND, MAINE

PAGE No: 5

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

DATE: 07/20/87

RCCM 317, CITY HALL
PORTLAND, MAINE 04101

PROPERTY ADDRESS: 177 Congress St.

TOTAL EST. REHAB COST: \$40,225.00

ESTIMATED COST OF REHAB WORK

Portland, ME

LOCATION	TYPE OF WORK	ITEM	DESCRIPTION OF WORK DONE	QUANT.	UNIT	PRICE	CODE VIOLATIONS	INCIPIENT VIOLATIONS	ENERGY CONSERVATION	G.P.I
Bathroom	Carpentry	34	MR Board	230	SF	1.30	299.			
"	Flooring	5	Flooring	4	SF	18.00	72.			
"	Plumbing	6	New bath				1800.			
Bedroom 2nd	Carpentry	K1	Close-off window	1	PC		80.			
Electric	Electric	L1	Ran-light	2	PCS	150.	300.			
"	"	2	Med cab on WS	1	PC	100.00	100.			
"	"	3	GFI	3	PCS	60.00	180.			
"	"	4	Smoke detectors	3	PCS	60.00	180.			
"	"	5	Appliance outlets	4	PCS	35.00	140.			
"	"	6	CF on WS	1	PC	80.00	80.			
"	"	7	Duplex outlets	2	PCS	25.00	50.			
"	"	8	CF on WS	2	PCS	80.00	160.			
"	"	9	Duplex outlets	2	PCS	25.00	50.			
"	"	10	LF on WS	3	PCS	80.00	240.			
"	"	11	CF on WS	1	PC	80.00	80.			
"	"	12	3 Way	2	PCS		150.			
"	"	13	Doorbells				160.			
							4121.			

PAGE NO: 6

DATE: 07/20/87

PROPERTY ADDRESS: 177 CONCRETE ST.

Portland, ME

ESTIMATED COST OF REHAB WORK

[illegible]

1940-



CITY OF PORTLAND

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

Mr. Joseph E. Gray, Jr.
Director of Planning & Urban Development
Portland, Maine

Re: City/Bank Loan
NCP-Munjoy Hill
Margaret I. Waugh Drew
177 Congress Street
Portland, ME 04101
Case #01/386/2

Dear Mr. Gray:

Please find enclosed the original and one (1) copy of Form NCP-1, Loan Application as set forth above. The following is a list of the documents retained in our files in support of the approval of this loan:

- | | |
|----------------------------------|------------------------------|
| 1. Form NCP-1, | Loan Application |
| 2. Form NCP-16, | Non-discrimination Statement |
| 3. Form NCP-10, | City Tax Report |
| 4. Credit Rating Report | |
| 5. Form NCP-7, | Verification of Employment |
| 6. Form NCP-8, | Verification of Mortgage |
| 7. Title Search | |
| 8. Form NCP-9, | Verification of Deposit |
| 9. Form NCP-6, | As-Is Appraisal by Staff |
| 10. City Housing Deficiency List | |
| 11. Form NCP-14, | Report of Work Cost Estimate |
| 12. Specifications | (Work write-up) |
| 13. Contractor's Bid | |

- #1. The applicant is unable to secure a loan on comparable terms and conditions as offered by the City of Portland, Maine Rehabilitation Loan Program.

Mr. Joseph E. Gray, Jr.
Page Two

- #2. The work to be performed consists of repairs as outlined in the specifications.
- #3. The above mentioned property is located within the boundaries of the Neighborhood Conservation Program; therefore qualifies for a City of Portland Rehabilitation Loan.

The Contractor agrees to the following in the signed contract retained in our files between the Borrower:

Equal Employment Opportunity - Non-discrimination
Insurance Coverage
Liability Insurance

Sincerely,

Submitted by:

Mary Schmidt
Assistant Chief of
Inspection Services

Approved by:

Joseph E. Gray
Director of Planning
and Urban Development

/u

Encl:

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT APPLICATION FOR REHABILITATION LOAN		TO BE COMPLETED BY PUBLIC BODY	
		APPLICATION NUMBER	
		1 01 386 2	
A. NAME, ADDRESS AND ZIP CODE OF APPLICANT(S) (hereafter jointly and severally called "Applicant")		LOCALITY	
Margaret I. Waugh-Drew 177 Congress Street Portland, ME 04101		NCP-Munjoy Hill Portland, ME	
Applicant's age		NAME, TITLE, ADDRESS AND ZIP CODE OF OFFICIAL	
2 39		Marge Schmauckal Asst. Chief of Insp. Services Neighborhood Conservation Program City Hall-Room 315 389 Congress Str. Portland, ME 04101	
Ages of dependents: 6			
Total number of dependents of Applicant listed above: 3 1			
B. SELECTED CHARACTERISTICS OF PROPERTY AND APPLICANT			
1. Number of dwelling units:		2. The applicant is:	
4. a. 3 Total units before rehab.		a. <input checked="" type="checkbox"/> WHITE (Non-Hispanic)	
b. 2 Occupied units before rehab.		b. <input type="checkbox"/> BLACK (Non-Hispanic)	
5. c. 3 Total units after rehab.		c. <input type="checkbox"/> AMERICAN INDIAN or ALASKAN NATIVE	
		d. <input type="checkbox"/> HISPANIC	
		e. <input type="checkbox"/> ASIAN or PACIFIC ISLANDER	
Female Head of Household <input checked="" type="checkbox"/> YES			
NOTE: Round to the nearest dollar all entries in Blocks C through K, unless otherwise indicated.			
C. LOAN APPLIED FOR			
1. REHABILITATION COST			
a. Amount for construction work		\$39,400	
b. Contingencies (not more than 3% of line 1a)			
c. 1 an application fee 3% of City Side only		594	
d. Title examination, recordation, revenue stamp and architectural fees		166	
e. Current accruals of taxes, insurance, special assessments, and ground rent.		\$	
f. TOTAL (sum of lines 1a through 1e)		\$40,160	
2. FUNDS TO BE FURNISHED FROM OTHER SOURCES		\$	
a. Other funds to be furnished by Borrower.		160	
b. TOTAL		\$40,000	
3. TOTAL AMOUNT OF LOAN APPLIED FOR, People's Heritage & City of Port.		20,000 \$20,000	
q Interest rate per annum		10 1/2% 2%	
Number of months		120 120	
Monthly payments of principal and interest (do not round)		* 269.87 \$ 184.03	
*With a combined payment at approximately 10 1/2% of \$453.90.			

APPLICANT'S INFORMATION FOR CREDIT APPROVAL (Use block M to complete any item requiring additional space)

D. PRESENT MONTHLY INCOME		E. MONTHLY HOUSING EXPENSE		* Present (a)		After Rehab. (b)	
1. Applicant's base pay	\$ 975	1. Mortgage payment	14	\$ 90			
2. Co-Applicant's base pay		2. Ground rent (if any)					
3. Other income (explain)		3. Hazard insurance		21		21	
Child support	130	4. Real property taxes, special assessments		79		79	
4. Pension, annuities, Social Security		5. Maintenance					
5. Gross income from real estate		6. Heat and utilities W/S		36		36	
6. Other income (explain)		7. Principal and interest on loan secured for			16	454	
3 Apartments	985	8. Principal and interest on existing debt not to be refinanced			17	90	
7. TOTAL	13 \$ 2,103	9. Other (explain)					
		10. TOTAL	15	226	18	\$ 680	
F. ASSETS		G. LIABILITIES (Show maturity date for each)					
1. Cash accounts - Name of Depository/type of account:	\$ 28	Me. National-		Monthly Payment (a)	Unpaid Balance (b)		
Holy Cross C.U.		1. Automobile - Name of lender		\$ 120	\$ 2604		
2. U.S. Savings Bonds		2. Life Insurance loan					
3. Marketable securities (describe)		3. Notes payable (describe)					
4. Other real estate owned (market value) Address:		4. Mortgage - Other real estate. Name of lender:					
5. Other (explain)		5. Installment/credit accounts (describe)					
		Visa		38	755		
6. TOTAL	19 \$ 28	6. Other (explain)					
		7. TOTAL		\$ 140	20	\$ 3359	
H. PRESENT MONTHLY FIXED CHARGES *		I. TOTAL PAYMENTS IF LOAN IS MADE					
1. Federal, State and local income taxes	\$	1. Monthly housing expense (block E, line 10, column (b))				\$ 680	
2. Premium for \$ life insurance		2. Liabilities (block G, line 7, column (a))				140	
3. Social Security retirement payments		3. Total monthly fixed charges (block H, line 6)				125	
4. Operating expenses on other real estate		4. TOTAL				\$ 945	
5. Other (explain)							
6. TOTAL	\$ 125						

* Average for last 12 months.

O. RECOMMENDATION ON APPLICATION

Review of this application and supporting documentation indicates the application meets NCP requirements for making a rehabilitation loan and approval is therefore recommended.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

DATE

Mary Schmidt

Assistant Chief of Inspections

8/27/87

P. DATA TO BE ENTERED BY PUBLIC BODY

1. Age of structure (years)

22

112±

2. Remaining economic life (years)

23

50

3. "As-is" value (Note to Applicant: This amount is used only to establish the maximum permissible loan amount. It does not necessarily represent value for any other block.)

24

\$110,000

Q. ACTION ON APPLICATION

- ☐ The above application is approved in the amount indicated in Block C, line 3, subject to Fund Reservations as evidenced in Block S below.
- ☐ The above application is disapproved.

SIGNATURE

TITLE OF APPROVING OFFICER

*Joseph E. G. J.*Director of
Planning and Urban Development87-8-27
YR. MO. DAY

R. DATA TO BE ENTERED BY APPROVING OFFICER

1. Principal Source of Income

- 28 a. ☐ S & W
b. ☐ P, A & SS
c. ☐ RE, etc.

2. Security

- 29 a. ☐ SEC. 1
b. ☐ SEC. 0
c. ☐ UNSEC

3. Disapproval Code

- 30 a. ☐ NO. ACC. CR. RSK.
b. ☐ LN. EX. STAT. L.L.
c. ☐ NO. PMT. SKED.
d. ☐ OTHER (describe)

S. FUND RESERVATION FOR APPROVED LOAN

A Fund Reservation for the approved loan has been made in the amount of \$ 20,000 *. This is a firm commitment preceding the execution of a note and other documents necessary to the making of the loan.

SIGNATURE

TITLE

DATE

Virginia L. West

Loan Officer

9/17/87

* With a matching amount from Peoples
Heritage Bank.

STATEMENT OF OWNER OF
PROPERTY TO BE REHABILITATED UNDER
DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT

To Whom It May Concern:

As the owner of the residential property at _____

177 Congress Street, Portland, ME 04101

which is to be rehabilitated with funds provided under the
Department of Planning and Urban Development Loan Program,
I wish to make the following statement:

There will be no discrimination upon the basis of race,
sex, color, creed, or national origin in the sale,
lease, rental or use or occupancy of the property at:

177 Congress Street

Portland, ME 04101

after it is rehabilitated with loan funds from the
Department of Planning and Urban Development Loan Program.


Margaret I. Waugh-Drew

Date: 8/25/87

STATEMENT OF OWNER OF
PROPERTY TO BE REHABILITATED UNDER
DEPARTMENT OF PLANNING AND URBAN DEVELOPMENT

To Whom It May Concern:

As the owner of the residential property at _____

177 Congress Street, Portland, ME 04101

which is to be rehabilitated with funds provided under the
Department of Planning and Urban Development Loan Program,
I wish to make the following statement:

There will be no discrimination upon the basis of race,
sex, color, creed, or national origin in the sale,
lease, rental or use or occupancy of the property at:

177 Congress Street

Portland, ME 04101

after it is rehabilitated with loan funds from the
Department of Planning and Urban Development Loan Program.

Margaret I. Waugh-Drew
Margaret I. Waugh-Drew

Date: 8/25/87

DEPARTMENT OF PLANNING & URBAN DEVELOPMENT

STATUS OF CITY TAXES

D-37250-87

193-17
11/1/87
1984-33
11/1/86
re: 177 Congress St.

I have this date examined the financial records of the City of Portland, and find the following delinquent assessments on the property below listed:

Property CHART BLOCK LOT
12 77 27
Owner Margaret Wray - New
Address 224 Fowler Rd.
Cape Eliz.

NO DELINQUENT

Ar. Paid 4.73.17

Date Paid 11/1/86

Real Estate OVERDUE

Current Interest

Prior Interest

Personal Property OVERDUE

Current Interest

Prior Interest

Other Assessments OVERDUE

Street Interest

Sidewalk Interest

Sewer Interest

Verified By: Date:

REPORTING BUREAU

CHILTON CREDIT REPORTING -- MAINE
66 PEARL STREET
PORTLAND, ME 04112

CONFIDENTIAL CREDIMATIC REPORT TYPE

FULL P E INDIVIDUAL INQUIRY

INSURER

160 -----2134

DEPARTMENT OF URBAN DEVELOPMENT
389 CONGRESS ST RM 315
PORTLAND, ME 04101BUREAU NUMBER
DATE RECEIVED 03/04/86
DATE ISSUED 03/04/86DATE TRADE CLEARED
DATE EMP VER (MO-YR)
SEE BELOW 12/77THIS INFORMATION, THE COMPLETE ACCURACY OF WHICH IS NOT GUARANTEED,
HAS BEEN OBTAINED FROM RELIABLE SOURCES AND IS FURNISHED PURSUANT
TO THE TERMS OF APPLICABLE LAW. THE RECIPIENT AGREES TO INDEMNIFY
REPORTING BUREAU FOR ANY DAMAGE ARISING FROM MISUSE OF THIS INFORMATIONFILE SINCE (MO-YR) 09/77
COMPUTER ID NO 160-6340673
SOCIAL SECURITY NO 034-34-5915

SUBJECT

DREW, MARG WAUGH

CURRENT ADDRESS

224 FOWLER ROAD, CAPE ELIZABETH, ME. 04107

S12/B3

COMPLETE TO HERE FOR TRADE REPORT AND SKIP TO CREDIT HISTORY

PRESENT EMPLOYER

AMIGOS RESTAURANT

POSITION HELD

WAITRESS

SINCE (MO-YR)

05/76

MONTHLY INCOME

\$

COMPLETE TO HERE FOR EMPLOYMENT AND TRADE REPORT AND SKIP TO CREDIT HISTORY

YEAR OF BIRTH

OWNS OR BUYING HOME

RENTS HOME

FORMER ADDRESS

177 CONGRESS, PORTLAND, ME.

FROM (MO-YR)

12/78

FORMER EMPLOYER

NONE REPORTED

POSITION HELD

FROM (MO-YR)

TO (MO-YR)

MONTHLY INCOME

\$

SPOUSE'S EMPLOYER

POSITION HELD

SINCE (MO-YR)

MONTHLY INCOME

\$

CREDIT HISTORY

FIRM NAME AND OF BUSINESS AND CODE	DATE REPORTED AND METHOD	DATE ACCOUNT OPENED	DATE OF LAST CUSTOMER TRANSACTION	HIGHEST CREDIT	CURRENT STATUS		HISTORICAL STATUS		TYPE TERMS CURRENT STATUS (MOP)	ATTN
					BALANCE OWING	PAST DUE AMOUNT	NO. REV	WOS		

1 SEARS ROEBUCK 10/82 10/80 10/82 319 00 00 -- 8 00000010 R\$17 *

DC-187-----8864382042785647

1 AMER BANK FSB 02/86A 08/77 01/86 9310 7408 00 -- 24 000-0000-00- J\$89 *

BB-160-----50#180007002

000-000-0000

MAX DEL 1 09/83 MR=41

1 PORTLAND MTC 01/86A 03/76 06/84 371 00 00 -- 24 000000000000 R *

GC-150-----79#583203

00000000-00-

MAX DEL 2 12/81 MR=56

2 MAINE NATL BK 12/85A 09/85 12/85 2953 2748 00 -- 4 0000 I\$101

BB-160-----81#502000053101

MR=04

PUBLIC RECORD-12/83, TAX LIEN-FEDERAL, \$2656,

FILED OTHER PARTY-USA

CAPE ELIZABETH, ME

RMKS-DISCHARGED ON 4-2-84

CONTINUED NEXT PAGE

REPORTING BUREAU

CHILTON CREDIT REPORTING - MAINE

CONFIDENTIAL CREDIT REPORT TYPE

CONTINUED FROM PREVIOUS PAGE

INQUIRER

DEPARTMENT OF URBAN DEVELOPMENT

SUBJECT

DREW, MARG WAUGH

CURRENT ADDRESS

BUREAU NUMBER	DATE RECEIVED	DATE ISSUED
DATE TRADE CLEARED	DATE EMP. VER. (MO. YR.)	IN. OF VERIFIED YES NO

THIS INFORMATION THE COMPLETE ACCURACY OF WHICH IS NOT GUARANTEED, HAS BEEN OBTAINED FROM RELIABLE SOURCES AND IS FURNISHED PURSUANT TO THE TERMS OF APPLICABLE LAW. THE RECIPIENT AGREES TO INDEMNIFY REPORTING BUREAU FOR ANY DAMAGE ARISING FROM MISUSE OF THIS INFORMATION.

FILE SINCE (MO. YR.)	COMPUTER ID NO.	SOCIAL SECURITY NO.
		SPOUSE'S NAME

COMPLETE TO HERE FOR TRADE REPORT AND SKIP TO CREDIT HISTORY

PRESENT EMPLOYER:	POSITION HELD:	SINCE (MO. YR.)	MONTHLY INCOME:
			\$

COMPLETE TO HERE FOR EMPLOYMENT AND TRADE REPORT AND SKIP TO CREDIT HISTORY

YEAR OF BIRTH:	<input type="checkbox"/> OWNS OR BUYING HOME	<input type="checkbox"/> RENTS HOME
----------------	--	-------------------------------------

FORMER ADDRESS:	FROM (MO. YR.)
-----------------	----------------

FORMER EMPLOYER:	POSITION HELD:	FROM (MO. YR.)	TO (MO. YR.)	MONTHLY INCOME:
				\$

SPOUSE'S EMPLOYER:	POSITION HELD:	SINCE (MO. YR.)	MONTHLY INCOME:
			\$

CREDIT HISTORY

ECOA DESIG.	FIRM NAME KIND OF BUSINESS AND ID CODE	DATE REPORTED AND METHOD	DATE ACCOUNT OPENED	DATE OF LAST CUSTOMER TRANSACTION	HIGHEST CREDIT	CURRENT STATUS		HISTORICAL STATUS		TYPE TERMS CURRENT STATUS (MOR)	ATTN
						BALANCE OWING	PAST DUE AMOUNT	NO. PMT	REV		
										FAST DUE 30 / 60 / 90+ OR MONTHLY PAYMENTS LATE PRIOR TO DATE REPORTED 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	

CONTINUED FROM PREVIOUS PAGE

INQUIRIES LAST SIX MONTHS

DLS-1 MBR DEPT URBAN DE

DLS-1 MBR MAINE NATL BK

22-160-----2134

BB-160-----6024

03/04/86

09/13/85

END OF REPORT

03/04/86 15H 19M TERM 3BB

FIG SYSTEM
V 2000

PLEASE SEE REVERSE SIDE FOR EXPLANATORY CODES

REQUEST FOR VERIFICATION OF EMPLOYMENT
REHABILITATION LOAN PROGRAM

C. APPLICATION NUMBER

A. NAME, ADDRESS, AND ZIP CODE OF
APPLICANT FOR LOAN

Margaret Waugh-Drew
224 Fowler Road
Cape Elizabeth, Me. 04107

B. NAME, ADDRESS, AND ZIP CODE OF
APPLICANT'S EMPLOYER

Amigo's Restaurant
9 Dana Street
Portland, Me. 04101

D. DATE OF REQUEST
8/3/87

NOTE TO EMPLOYER
The applicant identified in Block A has applied for a property rehabilitation loan under the Neighborhood Conservation Program loan program. The applicant has authorized this Agency in writing to obtain verification from any source named in the application. Your verification of employment is for the confidential use of this Agency. Please furnish the information requested below and return this form, using the stamped, addressed envelope provided.

EMPLOYER'S VERIFICATION

E. POSITION HELD

* WAITRESS

1. RATE OF PAY

* \$225.00 PER WEEK (AVE.), WAGES & TIPS

F. DATES OF EMPLOYMENT

* 1974

Hourly Annual

* \$ 2.20 \$ 11,250.00

G. PROBABILITY OF CONTINUED EMPLOYMENT

* GOOD

Additional Compensation-Actual amount
received past 12 months

* OVERTIME \$

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 O. Waugh-Drew
(Signature in Full)

(Signature in Full)

2/24/88
(Date)

Date 8-13-87

* Signature *[Signature]*

Title *Owner*

Neighborhood Conservation Program
Rm. 315 - 389 Congress St.
Portland, Maine 04101

HUD-6239

U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENTREQUEST FOR VERIFICATION OF MORTGAGE OR
DEED OF TRUST

(Section 312, Rehabilitation Loan Program)

NAME, ADDRESS AND ZIP CODE OF APPLICANT FOR LOAN

Margaret T. Waugh-Drew
224 Fowler Rd.
Cape Elizabeth, Maine

NAME, ADDRESS AND ZIP CODE OF MORTGAGEE

American Bank
77 Middle St.
Portland, Maine 04101

Acc't. # 061807002

APPLICATION NUMBER

DATE OF REQUEST
3/4/86ADDRESS OF MORTGAGED PROPERTY
177 Congress St.
Portland, Maine 04101

NOTE TO MORTGAGEE

The applicant identified to the left has applied for a Federal loan for rehabilitation of the above property under Section 312 of the Housing Act of 1964, as amended. The applicant has authorized this Agency in writing to obtain verification of the status of existing mortgages on the property from any source named in the application. The requested information in this verification of mortgage is for the confidential use of this Agency and the U.S. Department of Housing and Urban Development. Please furnish the information requested below and return this form, using the stamped, addressed envelope provided.

MORTGAGE DATA

1. Financial Data:

Date of Mortgage	Original Amount
8/23/77	\$ 9,310.00
Date of Maturity	Present Balance
8/15/97	\$ 7,351.97

Monthly Payment To:

Principal & Interest \$ 89.86

Mortgage Insurance Premium \$ 3.00

Real Estate Taxes \$ N/A

2. Type of Mortgage:

☒ CONVENTIONAL
☐ FHA
☐ VA

3. ARE PAYMENTS CURRENT?

☒ YES ☐ NO

IF NOT, STATE:

Amount in arrears \$
 Period

4. STATE THE AMOUNT OF TERMINATION FEE OR
PREPAYMENT PENALTY PAYABLE UPON FULL
PREPAYMENT OF THE LOAN

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 T. Waugh-Drew
 (Signature in Full)
 (OWNER)

 (Signature in Full)
 (CO-OWNER)

3/24/86
 (Date)

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 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 8/10/87
Book 7417
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 1
p1

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.

paid per
Bill Miller
on 4/22/87

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 \$492.17 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

EASEMENTS: 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 4547, Page 294, and assigned by Casco Northern Bank, N.A. to Small Business Administration by assignment dated 1/21/85 and recorded in Book 6744, 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 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.

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

741

MARGARET WAUGH-DREW
242 FOWLER RD.
CAPE ELIZABETH, ME 04107

2/20/87 52-7385
2112

PAY TO THE ORDER OF James Grasso \$150.00
one hundred fifty DOLLARS

AMERICAN BANK
77 MIDDLE ST., PORTLAND, MAINE 04101

FOR M. F. Waugh-Drew

⑆211273859⑆ 04⑆69⑆00268⑆ 0741

February 20, 1987
177 Congress Street
REVISED 7/17/87

SPECIFICATIONS

General Notes

1. All measurements are approximate and are to be verified by the Contractor.
2. All materials having color of pattern shall be selected by the Owner.
3. All work shall be performed by licensed journeymen mechanics or better where required.
4. The premises shall be kept clean and orderly during the course of the work and remove all debris at the completion of the work.
5. Building permits, electrical permits and plumbing permits shall be purchased by the contractor. Failure to secure the required permits will mean that payments for work requiring permits will not be made until the necessary permit of permits have been purchased.
6. Workmanship and materials not covered by manufacturers warranty shall be covered by Contractors guarantee for a period of at least one year from date of final acceptance of all work required by the Contract.
7. All work shall conform to the Code of the City of Portland.
8. Install shall mean furnish and install, unless otherwise specified.

NOTE: No lead base paint can be used that exceeds 1 per centum lead by weight as required by circular H.P.M.C.-F.H.A.-4500.5.

Signed Mark L. Kelly
Rehabilitation Specialist

February 20, 1987
Exhibit "A"

SPECIFICATIONS FOR WORK AT 177 CONGRESS STREET
FOR MARGARET T. WAUGH-DREW

EXTERIOR

A. SIDEWALL

1. Remove the existing asphalt siding and strapping and dispose. Approx. 3000 SF.
2. Replace all broken, cracked, drilled or missing clapboards.
3. Remove enclosure at front entry and dispose.
4. Replace sidelight.
5. Strip the existing front door and rehang in existing opening.
6. Remove the existing woodgutter and dispose.
7. Install approx. 36 LF of 8" #2 Pine fascia board.
8. Install approx. 36 LF of heavy duty "Alcoa" aluminum gutter with 2 downspouts, with all necessary accessories.
9. Repair 2 returns in front of structure.

B. REAR SHED

1. Remove existing stairs and dispose.
2. Jack up the entire structure and hold in place.
3. Remove flooring and framing on 1st floor.
4. Install four 10" scotube piers.
5. Build new floor with 2" X 10" stringers and 2" X 8" floor joists and 3/4" plywood flooring.
6. Secure existing sidewall to new deck.
7. Close off stairwell on 2nd floor by framing with 2" X 6" and 3/4" plywood flooring.
8. Frame for 2 windows on each floor. Size to be determined.
9. Remove existing doors and frame for 2'8" X 6'8" doors. 1st and 2nd floor.
10. Seal off existing access to cellar by framing, sheathing and insulating.
11. Install approx. 700 SF of rough sawn pine clapboards.
12. Build 2 partitions, approx. 9 LF each, framed to receive two 2'8" X 6'8" hollowcoare doors.
13. Stud up exterior walls to receive 6" fiberglass insulation and sheetrock.
14. Install suspended 5/8" fire shield ceilings with "Chicago" grid system approx. 400 SF. Tape spackle and sand to smooth surface. Paint 2 coats.
15. Strap wall on mainstructure using 1" X 3" strapping. Approx. 400 SF.
16. Install approx. 1600 SF of 1/2" sheetrock on walls. Tape, spackle and sand to smooth surface. Paint 2 Coats.

17. Install approx. 160 LF of 1" X 6" #2 Pine baseboard and paint 2 coats.
18. Install approx. 60 LF of 1" X 4" #2 pine window trim and paint 1 coats.
19. Install approx. 20 SY of wall to wall carpet over 1/4 plywood underlayment. Armstrong or equal. Allowance \$20.00 per SY.
20. Insulate 1st floor, floor and ceiling with 6" fiberglass insulation. Approx. 360 SF.
21. Insulate 2nd floor ceiling 12" with 6" fiberglass batts. Approx. 180 SF.
22. Insulate the exterior walls with 6" foilfaced fiberglass insulation. Approx. 1600 SF.
23. Insulate two 9' partitions with 3-1/2" foilbacked fiberglass insulation. Approx. 180 SF.
24. Build two 9' closets with sliding doors shelving and clothespole.

C. PAINING

1. Scrape, sand and stain the entire sidewall area and all trim. Fill all voids. Approx. 3000 SF. Spot prime and paint 2 coats.

D. WINDOWS AND DOORS

1. Remove the existing prime windows and dispose.
2. Install 24 rigid vinyl replacement units "Certainteed" or equal including windows in rear shed.
3. Install two 2'8" X 6'8" prehung BE-70 doors in rear shed. Complete with keylocks.
4. Install two 2'8" X 6'8" prehung hollowcore doors in rear shed. Complete with trim.

E. FIRE ESCAPE

1. Build walk from 3rd floor window to edge of rear shed, with railing and balusters both sides.
2. Build platforms on 3rd and 2nd floor level. Approx. 3' X 3' and connect platforms with stairs down to ground. 2" X 10" stringers and treads. 2" X 4" handrail with 4" X 4" posts and ballusters as per code. Install sonotube piers with moisture shields.
3. Install steps and platform on first floor exit. Allowance \$300.00.

All lumber to be presure treated. Use galvanized nails only.

INTERIOR

F. FRONT HALL

1. Cut door opening under stairway and install one 2'4" X 6'6" X 1 3/4" solidcore door complete with hardware and lock. To provide access to basement.
2. Install cellar stairs using 2" X 10" stringers and treads including handrail.
3. Tighten handrail.
4. Install approx. 7 ballusters matching the existing ones.
5. Install new apartment doors 1st and 2nd floor. 1 3/4" solidcore to fit the existing opening complete with all hardware and locks.
6. Patch and paint the entire wall and ceiling area (2 coats). Approx. 600 SF.
7. Install approx. 9 SY of linoleum over 1/4" plywood underlayment "Armstrong" or equal. Allowance \$18.00 per SY.

Apt. 1st Floor

G. LIVINGROOM 12' X 14'

1. Close off door opening leading in to front hall by framing opening, and applying sheetrock 2 sides.
2. Patch and paint the entire wall and ceiling area (2 coats). Approx. 580 SF. Including trim.
3. Sand floor and apply 3 coats of polyurethane. Approx. 170 SF.

BEDROOM 9' X 17'

1. Remove existing closets and dispose (2).
2. Close off 3 door openings. Frame, insulate and apply sheetrock 2 sides.
3. Remove approx. 9 LF of partition and dispose.
4. Patch wall, ceiling and floor.
5. Build one 9' closet with 2" X 4" framing and 1/2" sheetrock (2 sides), two 2'8" X 6'8" prehung hollowcore doors, clothes pole and shelving.
6. Patch and paint the entire wall and ceiling area (2 coats). Approx. 580 SF. Including trim.
7. Move heat duct.
8. Install approx. 17 SY of "Monsanto Tanglewood" 30 oz. nylon carpeting with juteback over 1/2" "Bravo" pad, or equal.

I. KITCHEN 12' X 14'

1. Install door on closet. (Door furnished by owner).
2. Install approx. 170 SF of vinyl floor tile
3. Install approx. 12 LF of base and wall cabinets with "Formica" countertop. "Excel Norwich" or equal.
4. Install one "Elkay" SS-double bowl sink with "Moen" #7500-A faucet with spray, connected to the existing drainage and supply lines complete with shut-off valves.
5. Patch and paint the entire wall and ceiling area. (2 coats). Approx. 560 SF. Including trim.

J. BATHROOM 5' X 7'

1. Remove existing fixtures.
2. Remove all sheetrock and floor covering.
3. Close off window. Frame, insulate and install plywood on outside.
4. Install approx. 230 SF of "MR" board on the entire wall and ceiling area. Tape, spackle and sand the entire wall and ceiling area. Paint 2 coats including trim.
5. Install approx. 4 SY of linoleum over 1/2" plywood underlayment. "Armstrong" or equal. Allowance \$18.00 per SY.
6. Install new bathroom consisting of:
 - 1 U/R fiberglass tub and tubwall with "Moen" #2600-A tub and showervalue, showerhead and tripwaste.
 - Install existing toilet.
 - 1 U/R #4632 vanity with china top and "Moen" #4603 lavatory faucet.
 - 1 paperholder
 - 1 towelbar
 - 1 medicine cabinet with light
 - 1 shower curtain rod

K. BATHROOM 2ND FLOOR

1. Remove window. Frame, insulate and apply sheetrock on inside and plywood on outside.

L. ELECTRIC

1. Install 2 fan-light combinations in bathrooms 1st and 2nd floor.
2. Wire medicine cabinet on wall switch (1st floor).
3. Install GFI receptacles in bathrooms (3).
4. Install 3 combustion detectors BRK 2769 AC-1 or equal.
5. Install 4 appliance outlets in kitchen. 1st floor.
6. Install one ceiling fixture on wall switch. Bedroom 1st floor.
7. Install 2 duplex outlets in bedroom. 1st floor.
8. Install one ceiling fixture on wall switch. Livingroom 1st and 2nd floor.
9. Install 2 duplex outlets in livingroom 1st.
10. Install 3 light fixtures on wall switch at exits to fire escape.
11. Install 1 ceiling fixture on wall switch in hall. Apt. 3rd floor.
12. Repair light fixtures in front hall and install 3-way wall switches.
13. Repair doorbells. 1st and 2nd floor and install new bell on 3rd.
14. Install 4 duplex outlets in each of the new bedrooms.
15. Install 1 CF on WS in each of the new bedrooms.
16. Install approx. 10 LF of electric baseboard radiation, "Singer" or equal, controlled wall thermostat.
17. Install one CF on WS in both new rear halls.

M. MASONRY

1. Repair brick pier in basement by installing wiremesh and pargeting with mortar.

N. ROOFING

1. Install double coverage roll roofing over existing shed roof.
Approx. 200 SF.
2. Replace missing shingles.
3. Remove existing skylite, frame, board in and apply matching roofing.

O. INTERCOM SYSTEM

1. Install intercom system for 3 apartments complete with electric door latch.

RESPONSIBILITIES OF THE BORROWER

The Borrower is the person or legal entity assuming responsibility to repay any loan. Any loan must be repaid whether or not he or she is satisfied with the rehabilitation process or construction. The city does not guarantee the performance of your contractor or the quality of his work and the city will not be responsible to make any repairs or replacements at a later date.

The City of Portland assists the borrower only in preparing work write-ups and supplying a list of contractors; and inspecting the work prior to issuing checks from the escrow account.

The Borrower must understand that he or she selects the contractor in the final analysis and enters into a two-part agreement with this contractor, approves payment to the contractor, gives final approval to the work and ultimately must resolve any differences with the contractor informally, or through a formal dispute resolution mechanism, or as a last resort, in court. The City will not furnish legal counsel in disputes between the property owner and the contractor.

The rehabilitation contract is between the borrower and the contractor. The City of Portland is not a party to the contract. The borrower must understand the City acts somewhat as a bank from which rehabilitation funds are borrowed and manages the escrow account as work progresses.

So there will not be any misunderstanding as to omissions, type of work, amount of work or the amount of money to be paid to the contractor, you are required to read, in detail, and sign your specifications before any work begins.

The specifications are not to be modified after work starts, unless a change order is approved in writing as to the dollar amount involved and what the replacement will be.

2/2/87
date

Micaela
Homeowner

Homeowner

NOT 13

BID OF PROPOSAL

Date July 21, 1987

FROM AL. Fisher

Address RR. 4 Box 34 New Portland Gorham, Maine 04038

TO Margaret T. Waugh - Drew
Owner of Property

224 Fowler Rd. Cape Elizabeth
Address

I, the undersigned contractor, having inspected the property and familiarized myself with the requirements of the specifications and plans (if any), entitled:

Exhibit "A" Specifications

Dated February 20, 1987 Revised

And understand the extent and character of the work to be done.

I propose to furnish all labor, materials, and equipment necessary to accomplish the work as specified in Exhibit "A" (Specifications) and drawing (if any) for the rehabilitation of the property at 177 Congress St. Portland

, with the following exceptions: None

(if no exceptions, so state; attach sheet if necessary)

FOR THE SUM OF Thirtynine thousand four hundred ----- DOLLARS (\$39,400.00)

I will commence the work within 15 consecutive calendar days from the date of award of Proceed Order to Contract and will complete the work within 120 calendar days after starting the work, weather permitting.

AL Fisher
CONTRACTOR

Proposal		Proposal No. Sheet No. Date
FROM AL FISCHER R.R. 4 BOX 34 NEW PORTLAND ROAD GORHAM, MAINE 04038 TEL. 854-9411		
Proposal Submitted To	Work To Be Performed At	
Name <u>MARGARET T. WAUGH - JREW</u> Street <u>224 FOWLER RD</u> City <u>CAPE ELIZABETH</u> State <u>ME</u> Telephone Number _____	Street <u>177 CONGRESS ST</u> City <u>PORTLAND</u> State <u>ME</u> Date of Plans _____ Architect _____	
We hereby propose to furnish all the materials and perform all the labor necessary for the completion of <u>I WILL PERFORM ALL WORK AS OUTLINED IN</u> <u>SPECIFICATIONS EXHIBIT 'A' DATED FEBRUARY 20/87</u> <u>REVISED JULY 7/87 WITHOUT EXCEPTION FOR THE</u> <u>SUM OF \$ THIRTY NINE THOUSAND FOUR HUNDRED XX</u> <u>146</u>		
All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ _____). with payments to be made as follows.		
Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by _____.		
Respectfully submitted <u>Al Fischer</u> Per _____		
Note — This proposal may be withdrawn by us if not accepted within _____ days		
ACCEPTANCE OF PROPOSAL		
The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.		
Accepted _____	Signature _____	
Date _____	Signature _____	

Margaret Rummel Drew
Port. Water 177 Congress
774-5961

age 2 February 2, 1987

July 8th billing
dues
49.86 water
88.26 sewer

Rummel (Drew) to Casco Bank &
1 sum of \$3,300.00 dated check
ed in said Registry at Book

Rummel (Drew) to the City of Portland
unt of \$3,300.00 dated pd. 4/6/87
ed in said Registry at Book Bill Mullen
7 pg. 170 - 4/22/87 4/22/87

Drew (Rummel) to Casco Bank &
1 amount of \$126,650.00 dated
in said Registry at Book 4547, #
sco Northern Bank, N. A. to will
ation by assignment dated Subordinate
ed in said Registry at Book see letter

Casco Bank - discharge of
3,300 -- when? 8/10/87
Bk. 7917 pg. 136
Margaret Rummel (Drew)
17 Congress

Portland that annual real
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Thank you for the o

JVG/mp
Attachments

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(#3 & #4) - get The
book in PAGE - Thank
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Financial Dept AS TO PAYMENT
on the water/sewer #7

#4-7729 pg. 170

CITY OF PORTLAND, MAINE
MEMORANDUM

TO: P. Samuel Hoffses, Chief of Inspection Services
FROM: Marge Schmuckal, Senior Rehab Officer
SUBJECT: Verification of Legal Number of Units

DATE: 11/21/86

We presently have an application for a Loan/Grant for rehabilitation at:

177 Congress St.
(ADDRESS)

The Owner is Margaret Waugh-Drew
(NAME)

The given number of units of the building is 3 (Three)
Permit # 01643/86 Issued NOV. 14, 1986
To change of use from 2 TO 3 dwelling units
Please verify whether the number of units given are legal under the Zoning/Building Ordinance.

YES the number of units are legal ~~as~~ of NOV. 14, 1986.

NO the number of units are not presently legal. The present legal number of units is _____.

P. Samuel Hoffses
SIGNED BY VERIFIER
[Signature]

Chief Insp. Serv.
TITLE
Nov. 24, 1986

MS/mlb